

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 COUNCIL

6:00 PM

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

May 13, 2025

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

- 1. Presentation of Proclamation Recognizing Lost Street Brewing Company - Winner of the 2025 World Beer Cup Gold Award**

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 8, 2025
- b. Consider Approval of Special Called Meeting Minutes of April 14, 2025
- c. Consider Approval of Special Called Meeting Minutes of May 5, 2025
- d. Consider Approval of Budget Supplements BA 25-10

2. Consider Items Removed from Consent

3. Information Items

- a. March 2025 Financial Reports and April 2025 Sales Tax Reports
- b. Durant Sports Festival Update

4. Administration

- a. Consideration, Discussion and Possible Approval of Acknowledging Rick Mote's Exceptional Service and Contributions to the City of Durant Through a Special Dedication
- b. The US Department of Transportation (DOT) 2025 Safe Streets and Roads For All (SS4A) Grant Program Funding Request to Develop a Comprehensive Safety Action Plan to Identify Roadway and Safety Deficiencies, Including all Necessary Items to Improve Safe Transportation Throughout Durant, with the Intent to Prevent Deaths and Serious Injuries on Roads and Streets Involving all Roadway Users.
 - 1. Discussion, Consideration, and Possible Action to Consider Approval and Support of a 2025 Safe Streets and Roads for All (SS4A) Grant Application for Funding to Develop a Comprehensive Safety Action Plan.
 - 2. Discussion, Consideration, and Possible Action to Consider Approval of Resolution R-2025-04 in Support of the Grant Application to Develop a Comprehensive Safety Action Plan and Commitment for the Required 20% Project Match.
 - 3. Authorization for the Mayor / Vice-Mayor / City Manager to Sign all Related Application Documents for the 2025 Safe Streets and Roads for All (SS4A) Grant Submission.
- c.
 - 1) Consider Award of Bid For 2025 Street Improvement Project;
 - 2) Consider Approval of Contract Between the City of Durant and Drake Paving for the 2025 Street Improvement Project
- d. Consider Approval of Employee Health and Dental Benefit with Blue Cross Blue Shield, Vision Benefit with VSP, and Group Life/AD&D and Dependent Life with Symetra Renewals or Take Any Other Appropriate Action
- e. Consideration and Possible Approval of Phase I Preliminary Plat Request for Property Located Near S. 22nd Avenue and W. Mississippi in Durant and More Particularly Described as Follows:

A part of the NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The South 590 feet of the West 225 feet of the East 295 feet thereof AND the South 100 feet of the West 365 feet thereof, all in said NW/4 NE/4 SW/4.

AND

A part of the SW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The North 300 feet of the West 590 feet thereof said SW/4 NE/4 SW/4.

AND

The NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, LESS AND EXCEPT three tracts described as follows: Tract I: The South 590 feet of the East 295 feet of said W/4 NE/4 SW/4. Tract II: The South 100 feet of the West 365 feet of said NW/4 NE/4 SW/4. Tract III: The North 70 feet of said NW/4 NE/4 SW/4;

AND

Lot 3 and a part of Lot 2 described as beginning at the Southeast corner of Lot 2; Thence North for a distance of 277.86 feet; Thence West for a distance of 689.70 feet; Thence South for a distance of 277.86 feet; Thence East for a distance of 689.70 feet to the Point of Beginning and being situated in Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, LESS AND EXCEPT the following property previously conveyed:

A) A tract of land described as the East 77.49 feet of the South 277.92 feet of Lot 2 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.

B) A tract of land described as the East 77.49 feet of the North 70.00 feet of Lot 3 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.

AND

Beginning at a point 171.6 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East; Thence South for a distance of 2468.4 feet to the Southwest corner of Lot 2 of said Section; Thence East for a distance of 664.6 feet; Thence North 71 degrees and 56 minutes West for a distance of 521.4 feet; Thence North for a distance of 2276.4 feet to the South Right-of-Way line of the Frisco Railway; Thence following the said Right-of-Way line in a Northwesterly direction for a distance of 146.8 feet to the Point of Beginning, LESS AND EXCEPT the following property previously conveyed:

A) A strip, piece or parcel of land lying in part of the NW/4 NW/4 of Section 31, Township 6 South Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the point where the South property line of the St. Louis and San Francisco Railway Company intersects the West line of said NW/4 NW/4, 171.6 feet South of the Northwest corner of said NW/4 NW/4; Thence South 72 degrees and 59 minute East along said property line a distance of 146.8 feet; Thence South a distance of 75.2 feet; Thence north 72 degrees 59 minutes West a distance of 146.8 feet to a point on the West line of said NW/4 NW/4; Thence North along said West line a distance of 75.2 feet to the Point of Beginning. ALSO LESS AND EXCEPT:

A) A tract of land situated in Lots 1 and 2 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, and more particularly described as follows, to wit:

Beginning at a point 243 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, being a point of intersection of the South Right-of-Way of Arkansas Street and the West line of Lot 1; Thence South along the West line of Lots 1 and 2 a distance of 1279 feet to a point on the West Right-of-Way of U.S. Highway 69/75; Thence North 21 degrees 42 minutes East a distance of 372 feet, to a point of intersection with a line parallel to and 140 feet East of the West line of Lot 1,

Section 31, Township 6 South, Range 9 East; Thence North a distance of 886 feet to a point on the South Right-of-Way line of Arkansas Street; Thence Westerly along said Right-of-Way a distance of 146.8 feet to Point of Beginning;

A) A strip, piece of parcel of land lying in part of the W/2 NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said W/2 NW/4 a distance of 478.6 feet North of the Southwest corner of said W/2 NW/4; Thence North along said West line a distance of 627.3 feet; Thence North 28 degrees 43 minutes East a distance of 293.8 feet to a point 140.5 feet East of the West line and 1274.6 feet South of the North line of said W/2 NW/4; Thence South on a line parallel to and 140.5 feet East of said West line a distance of 627.3 feet; Thence South 28 degrees 43 minutes West a distance of 293.8 feet to Point of Beginning.

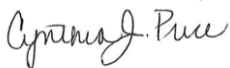
B) A strip, piece or parcel of land lying in part of the NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said NW/4, 426.29 feet North of the Southwest corner of said NW/4; Thence North along said West line a distance of 813.94 feet; Thence North 29 degrees 31 minutes 40 seconds East a distance of 308.19 feet; Thence South a distance of 804.27 feet; Thence South 38 degrees 37 minutes 54 seconds West a distance of 50.95 feet; Thence South 28 degrees 42 minutes 47 seconds West a distance of 271.46 feet to the Point of Beginning

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 10th day of December 2024 and that an agenda of said meeting was posted at the place of such meeting at 3:45 p.m. on the 8th day of May 2025.



Cynthia J. Price, City of Durant



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of April 8, 2025

Council Information / Action Requested

Approval of Regular Meeting Minutes of April 8, 2025

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

ATTACHMENTS:

1. Durant City Council Minutes 04082025 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 10th day of December 2024 and that an agenda of said meeting was posted at the place of such meeting at 5:50 p.m. on the 4th day of April 2025. An amended agenda of said meeting was posted at the place of such meeting at 1:10 p.m. on the 7th day of April 2025.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
April 8, 2025 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Vice Mayor Simulescu called the meeting to order at 6:02 p.m.

INVOCATION/FLAG SALUTE

Skip Robinson of Calvary Baptist Church provided the invocation. Vice Mayor Simulescu led the flag salute.

ROLL CALL

Present:

Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

Mayor Martin Tucker

PRESENTATIONS

1. Present Proclamation for Calvary Baptist Church Centennial Anniversary Celebration
2. Presentation of Check from Auto Spa and Texoma Pit Stop and Announcement of Fundraising Campaign

Vice Mayor Simulescu accepted a donation in the amount of \$2,000.00 towards construction of a new animal shelter. The donation was made by Bobby and Melissa Story on behalf of Auto Spa and Texoma Pit Stop. Mr. and Mrs. Story announced a fundraising campaign for the new animal shelter. Stephanie Gardner encouraged local businesses and the community to join the fundraising campaign and support this project.

3. 2025 First Quarter Employee Service Awards

The following employees received service awards:

5 YEARS

Mark Bellamy (Landfill)
Johnathan Gibson (Solid Waste)
Rebecca Pierce (PW Admin)
Thomas Robertson (Police)

10 YEARS

Joshua Mullins (Police)
Jeffrey Rush (Fire)

15 YEARS

Richard Ezell (Emergency Management)
Cynthia Price (Administration)

20 YEARS

Russell Harkey (Police)

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 Meeting Minutes of March 11, 2025
- b. Consider Approval of Special Called Meeting Minutes of March 14, 2025
- c. Consider Approval of Budget Supplements BA 25-9

Motion To: Approve Consent Items as Presented

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. February 2025 Financial Reports and March 2025 Sales Tax Reports

4. Administration

- a. Consider Approval of Resolution Authorizing Application for Choctaw Development Funds for Matching Funds in the Amount of \$35,000 for the Durant Trails and Open Spaces Project (R-2025-02)

Motion To: Approve Resolution Authorizing Application for Choctaw Development Funds for Matching Funds in the Amount of \$35,000 for the Durant Trails and Open Spaces Project (R-2025-02)

Motion By: Danny Sherrer

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- b. Discuss and Consider Approval of Durant Animal Shelter Project Estimate from Theorem, LLC in the Amount of \$1,676,006.07

Motion To: Approve Professional Services and Surveying with Theorem, LLC in the Amount of \$144,664.07 for the Durant Animal Shelter Project

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer

Nays: Simulescu

Abstain: None

5. New Business

There was no new business.

EXECUTIVE SESSION

1. Consider Entering Into Executive Session to Discuss Collective Bargaining Agreement Between the City of Durant and Local 3061, International Association of Firefighters, Union, AFL-CIO/CLC, Bargaining Agent for Fiscal Year 2025-2027. This Executive Session Permitted Under 25 O.S. 307(B)(2).

Motion To: Enter Into Executive Session

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

2. Consider Action Pursuant to Executive Session Item 1.

Motion To: Approve the Collective Bargaining Agreement Between the City of Durant and Local 3061, International Association of Firefighters

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of April 14, 2025

Council Information / Action Requested

Approval of Special Called Meeting Minutes of April 14, 2025

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 04142025 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 17th day of March 2025 and that an agenda of said meeting was posted at the place of such meeting at 1:45 p.m. on the 11th day of April 2025.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL

April 14, 2025 AT 6:00 PM

Roscoe J. Hatfield Council Chambers

300 West Evergreen

Durant, Oklahoma

CALL TO ORDER

Mayor Tucker presided over the swearing-in of Lauran Fuller and Humphrey Miller for an additional four-year term. Both Lauran Fuller and Humphrey Miller were unopposed in the April 2025 municipal election.

Mayor Tucker called the meeting to order at 6:10 p.m.

INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation and led the flag salute.

ROLL CALL

Present:

Council Member Lauran Fuller
Council Member Humphrey Miller
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

Council Member Danny Sherrer
City Attorney Tom Marcum

ORDER OF BUSINESS

1. Administration

- a. Consider Appointment of Mayor

Motion To: Appoint Martin Tucker as Mayor

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

b. Consider Appointment of Vice Mayor

Motion To: Appoint Mike Simulescu as Vice Mayor

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

c. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title XV, by Permitting Tattoo Studios in Certain Districts; by Modifying Restrictions; and Declaring an Emergency (O-2025-02)

Motion To: Approve Ordinance O-2025-02, Section 1

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2025-02, Section 2, Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

- d. Consider Approval of Professional Services Agreement Between the City of Durant and Theorem, LLC for Engineering Services for New Durant Animal Shelter (C-2025-10)

Motion To: Approve Professional Services Agreement Between the City of Durant and Theorem, LLC for Engineering Services for New Durant Animal Shelter (C-2025-10)

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Tucker

Nays: Simulescu

Abstain: None

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of May 5, 2025

Council Information / Action Requested

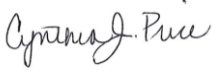
Approval of Special Called Meeting Minutes of May 5, 2025

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 05052025 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 23rd day of April 2025 and that an agenda of said meeting was posted at the place of such meeting at 9:20 a.m. on the 30th day of April 2025.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
May 5, 2025 AT 6:00 PM
Large Conference Room
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

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

INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation and led the flag salute.

ROLL CALL

Present:
Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:
None

ORDER OF BUSINESS

1. Administration

- a. Budget Workshop to Include Presentations and Discussion on the Preliminary FY 2025-2026 Budget

No action taken.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Lauran Fuller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 25-10

#393 Appropriate funds for General Fund Operating Expenditure Adjustment, Insurance Reimburse & Amazon Refund
#394 Appropriate funds for Risk Management Operation Checks Reimburse
#395 Appropriate funds for Capital Imprv. Animal Shelter Donation and waterline allocation
#396 Appropriate funds for Pendleton Trust Monthly Revenue Income & Expenses
#397 Appropriate funds for DCUA Operating Expenses Adjustment.

Council Information / Action Requested

Approval of Budget Supplements BA 25-10

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

ATTACHMENTS:

1. BA 25-10 76-81 Budget Adjustment Register
2. March 2025 GF (001) Revenue & Expenses
3. March 2025 CI (015) Rev & Expenses
4. March 2025 DCUA (405) Revenue & Expenses
5. April 2025 Sales Tax Breakdown
6. April 2025 1% Sales Tax 10-Year History
7. April 2025 2% Sales Tax VS Budget



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT11042 - BA 25-10 76-80

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000393	FY 24/25 ORIGINAL BUDGET	BA 25-10 76 GF INSUR REIMB,REFUND	5/13/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-361-4000	MISC. REVENUE	BA 25-10 76 GF INSUR REIMB ST FARM FOR PD...	-575,619.00	-15,801.00	-591,420.00
May: -15,801.00					
001-000-361-4000	MISC. REVENUE	BA 25-10 76 GF INSUR REIMB,OMAG OLD PD	-575,619.00	-5,735.00	-581,354.00
May: -5,735.00					
001-000-361-4000	MISC. REVENUE	BA 25-10 76 GF AMAZON REFUND PANNEL	-575,619.00	-1,944.00	-577,563.00
May: -1,944.00					
001-000-361-4000	MISC. REVENUE	BA 25-10 76 GF ATK REFUND-GARAGE	-575,619.00	-1,435.00	-577,054.00
May: -1,435.00					
001-001-550-5854	UNIFORMS	BA 25-10 76 GF OPERATION ADJUST	1,800.00	-500.00	1,300.00
May: -500.00					
001-001-570-7010	MISC. MEETING EXPENSES	BA 25-10 76 GF OPERATION ADJUST	1,000.00	500.00	1,500.00
May: 500.00					
001-005-530-3078	LABOR UNION CONTRACT LEG...	BA 25-10 76 GF OPERATION ADJUST	22,000.00	-21,895.00	105.00
May: -21,895.00					
001-005-550-5074	(D) DRUG DOG, EQUIP., SUPPLI...	BA 25-10 76 GF OPERATION ADJUST	4,000.00	1,825.00	5,825.00
May: 1,825.00					
001-005-550-5663	VEHICLE MAINTENANCE	BA 25-10 76 GGF OPERATION ADJUST	195,806.00	12,570.00	208,376.00
May: 12,570.00					
001-005-550-5663	VEHICLE MAINTENANCE	BA 25-10 76 GF INSUR REIMB,ST FARM FOR PD...	195,806.00	15,801.00	211,607.00
May: 15,801.00					
001-005-550-5857	MMBRSHIP/LCNSE/CRTFCATIO...	BA 25-10 76 GF OPERATION ADJUST	4,500.00	1,500.00	6,000.00
May: 1,500.00					
001-005-550-5880	FORENSIC EQUIPMENT	BA 25-10 76 GF OPERATION ADJUST	15,950.00	6,000.00	21,950.00
May: 6,000.00					
001-016-550-5062	JANITORIAL SUPPLIES	BA 25-10 76 GF OPERATING ADJUST	800.00	500.00	1,300.00
May: 500.00					
001-016-550-5074	SAFETY SUPPLIES	BA 25-10 76 GF OPERATION ADJUST	14,000.00	-2,000.00	12,000.00
May: -2,000.00					
001-016-550-5509	OTHER EQUIP PARTS & MAINT	BA 25-10 76 GF OPERATION ADJUST	30,000.00	-2,500.00	27,500.00
May: -2,500.00					
001-016-550-5854	UNIFORMS	BA 25-10 76 GF OPERATION ADJUST	15,688.00	10,000.00	25,688.00
May: 10,000.00					
001-016-570-7200	TRAINING AND TRAVEL	BA 25-10 76 GF OPERATION ADJUST	10,000.00	-6,000.00	4,000.00
May: -6,000.00					
001-018-550-5509	EQUIP MAINT & PARTS	BA 25-10 76 GF CIV. EMG. MGM WEATHER RA...	22,980.00	10,000.00	32,980.00
May: 10,000.00					
001-018-550-5849	COMPUTER SOFTWARE & ACCE...	BA 25-10 76 CIV. EMG. MGM WEATHER RADAR...	19,900.00	-10,000.00	9,900.00
May: -10,000.00					
001-019-550-5058	BUILDING MAINT. & SUPPLIES	BA 25-10 76 F OPERATING EXP ADJUST	20,000.00	7,000.00	27,000.00
May: 7,000.00					
001-019-550-5642	CITY HALL ELEVATOR MAINTEN...	BA 25-10 76 F OPERATING EXP ADJUST	1,500.00	9,700.00	11,200.00
May: 9,700.00					
001-019-550-5859	BUILDING REPAIR & RENOVATI...	BA 25-10 76 GF INSUR REIMB,OMAG OLD PD	214,730.00	5,735.00	220,465.00

Budget Adjustment Register
Packet: GLPKT11042 - BA 25-10 76-80

May:	5,735.00					
001-019-550-5859		BUILDING REPAIR & RENOVATI...	BA 25-10 76 F OPERATING EXP ADJUST	214,730.00	-16,700.00	198,030.00
May:	-16,700.00					
001-019-570-7010		A & G MISCELLANEOUS	BA 25-10 76 GF AMAZON REFUND PANNEL	71,440.00	1,944.00	73,384.00
May:	1,944.00					
001-021-550-5663		VEHICLE MAINTENANCE	BA 25-10 76 GFATK REFUND-GARAGE	8,900.00	1,435.00	10,335.00
May:	1,435.00					
001-021-550-5871		OIL AND LUBRICANTS	BA 25-10 76 F OPERATING EXP ADJUST	47,900.00	2,000.00	49,900.00
May:	2,000.00					
001-021-570-7200		TRAINING AND TRAVEL	BA 25-10 76 F OPERATING EXP ADJUST	7,000.00	-2,000.00	5,000.00
May:	-2,000.00					
001-023-550-5656		BUILDING AND MAINTENANCE	BA 25-10 76 F OPERATING EXP ADJUST	12,200.00	1,000.00	13,200.00
May:	1,000.00					
001-023-550-5658		SECURITY MAINTENANCE	BA 25-10 76 F OPERATING EXP ADJUST	1,000.00	-1,000.00	0.00
May:	-1,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000394	FY 24/25 ORIGINAL BUDGET	BA 25-10 77 RM REFUND CHECK	5/13/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
012-000-361-4000	MISC. REVENUE	BA 25-10 77 RM REFUND CAS CHECK	-450.00	-141.00	-591.00
May:	-141.00				
012-000-361-4000	MISC. REVENUE	BA 25-10 77 RM REFUND CHECK SPRESS SCRIP...	-450.00	-4.00	-454.00
May:	-4.00				
012-090-570-7007	DISABILITY PAYMENTS	BA 25-10 77 RM REFUND CAS CHECK	75,000.00	141.00	75,141.00
May:	141.00				
012-090-570-7029	MEDICAL CLAIMS	BA 25-10 77 RM REFUND CHECK SPRESS SCRIP...	120,450.00	4.00	120,454.00
May:	4.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000395	FY 24/25 ORIGINAL BUDGET	BA 25-10 78 CI DONA , INSUR REIM WATERLIN	5/13/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-361-9900	PRIVATE DONATION	BA 25-10 78 CI DONATION , AN SHETER	0.00	-2,000.00	-2,000.00
May:	-2,000.00				
015-000-361-9900	PRIVATE DONATION	BA 25-10 78 CI DONA ,CHOCTAW FOR TRAILS	0.00	-35,000.00	-35,000.00
May:	-35,000.00				
015-000-364-0010	TRSF FROM GENERAL FUND	BA 25-10 78 CI DTRSF FM GF ANIML SHLT	0.00	-1,068.00	-1,068.00
May:	-1,068.00				
015-000-364-4050	TRSF FROM UTILITY AUTHORITY	BA 25-10 78 CI TRSF FM UA WATERLINE ALLOC	-2,320,897.00	-450,000.00	-2,770,897.00
May:	-450,000.00				
015-006-530-3406	ANIMAL CONTROL FACILITY	BA 25-10 78 CI DONA , ANIM. SHELTER	885,340.00	2,000.00	887,340.00
May:	2,000.00				
015-006-530-3406	ANIMAL CONTROL FACILITY	BA 25-10 78 CI DONATION	885,340.00	1,068.00	886,408.00
May:	1,068.00				
015-009-560-6421	RAILS/TRAILS-ODOT CONSTRU	BA 25-10 78 CI DONA , CHOCTAW TRAILS	0.00	35,000.00	35,000.00
May:	35,000.00				
015-027-570-7050	SH78 WATERLINE RELOCATE	BA 25-10 78 CI WATERLIN TRSFER FM UA	274,960.00	450,000.00	724,960.00
May:	450,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
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Budget Adjustment Register

Packet: GLPKT11042 - BA 25-10 76-80

BA0000396 FY 24/25 ORIGINAL BUDGET BA 25-10 79 PENDLETON TR REV. 84 ENERGY CITATION 5/13/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 25-10 79 PENDLETON TRT REV. 84 ENERGY	-41,130.00	-2,548.00	-43,678.00
May: -2,548.00					
350-000-363-1000	PENDLETON TRUST	BA 25-10 79 PENDLETON TR REV. CITATION	-41,130.00	-394.00	-41,524.00
May: -394.00					
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 25-10 79 PENDLETON TR REV. 84 ENERGY C...	331,736.00	2,942.00	334,678.00
May: 2,942.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000397	FY 24/25 ORIGINAL BUDGET	BA 25-10 80 UA OPER ADJ CORE MAIN WATERLINE	5/13/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-025-550-5655	MAINTENANCE CONTRACTS	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	14,200.00	48,895.00	63,095.00
May: 48,895.00					
405-028-530-3038	GENERATOR ANNUAL SERVICE	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	22,000.00	-12,000.00	10,000.00
May: -12,000.00					
405-028-550-5855	LAB & EQUIPMENTS	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	25,000.00	12,000.00	37,000.00
May: 12,000.00					
405-030-570-7010	A & G MISCELLANEOUS	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	107,644.81	-48,895.00	58,749.81
May: -48,895.00					
405-030-570-7010	A & G MISCELLANEOUS	BA 25-10 80 UA OPER ADJ MAIN WATERLINE ...	107,644.81	-15,000.00	92,644.81
May: -15,000.00					
405-030-570-7400	CONTINGENCY RESERVE	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	450,000.00	-450,000.00	0.00
May: -450,000.00					
405-030-599-9917	TRSF TO CAPITAL IMPROVE. FU...	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	2,305,897.00	450,000.00	2,755,897.00
May: 450,000.00					
405-030-599-9917	TRSF TO CAPITAL IMPROVE. FU...	BA 25-10 80 UA OPER ADJ CORE MAIN WATERL...	2,305,897.00	15,000.00	2,320,897.00
May: 15,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000398	FY 24/25 ORIGINAL BUDGET	BA 25-10-81 INSURANCE CASH PREMIUM INCREASE	5/13/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
003-000-301-1000	BEGINNING UNENCUMBERED	BA 25-10-81 INSURANCE CASH PREMIUM INCR...	-1,530.00	-10,000.00	-11,530.00
May: -10,000.00					
003-034-530-3047	AUTO & GEN. LIAB. INSURANCE	BA 25-10-81 INSURANCE CASH PREMIUM INCR...	529,030.00	10,000.00	539,030.00
May: 10,000.00					

Budget Adjustment Register

Packet: GLPKT11042 - BA 25-10 76-80

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
25	FY 24/25 ORIGINAL BUDGET	001-000-361-4000	MISC. REVENUE	-575,619.00	-24,915.00	-600,534.00
		001-001-550-5854	UNIFORMS	1,800.00	-500.00	1,300.00
		001-001-570-7010	MISC. MEETING EXPENSES	1,000.00	500.00	1,500.00
		001-005-530-3078	LABOR UNION CONTRACT LEGAL E...	22,000.00	-21,895.00	105.00
		001-005-550-5074	(D) DRUG DOG, EQUIP., SUPPLIES	4,000.00	1,825.00	5,825.00
		001-005-550-5663	VEHICLE MAINTENANCE	195,806.00	28,371.00	224,177.00
		001-005-550-5857	MMBRSHIP/LCNSE/CRTFCATION/E...	4,500.00	1,500.00	6,000.00
		001-005-550-5880	FORENSIC EQUIPMENT	15,950.00	6,000.00	21,950.00
		001-016-550-5062	JANITORIAL SUPPLIES	800.00	500.00	1,300.00
		001-016-550-5074	SAFETY SUPPLIES	14,000.00	-2,000.00	12,000.00
		001-016-550-5509	OTHER EQUIP PARTS & MAINT	30,000.00	-2,500.00	27,500.00
		001-016-550-5854	UNIFORMS	15,688.00	10,000.00	25,688.00
		001-016-570-7200	TRAINING AND TRAVEL	10,000.00	-6,000.00	4,000.00
		001-018-550-5509	EQUIP MAINT & PARTS	22,980.00	10,000.00	32,980.00
		001-018-550-5849	COMPUTER SOFTWARE & ACCES.	19,900.00	-10,000.00	9,900.00
		001-019-550-5058	BUILDING MAINT. & SUPPLIES	20,000.00	7,000.00	27,000.00
		001-019-550-5642	CITY HALL ELEVATOR MAINTENAN...	1,500.00	9,700.00	11,200.00
		001-019-550-5859	BUILDING REPAIR & RENOVATION	214,730.00	-10,965.00	203,765.00
		001-019-570-7010	A & G MISCELLANEOUS	71,440.00	1,944.00	73,384.00
		001-021-550-5663	VEHICLE MAINTENANCE	8,900.00	1,435.00	10,335.00
		001-021-550-5871	OIL AND LUBRICANTS	47,900.00	2,000.00	49,900.00
		001-021-570-7200	TRAINING AND TRAVEL	7,000.00	-2,000.00	5,000.00
		001-023-550-5656	BUILDING AND MAINTENANCE	12,200.00	1,000.00	13,200.00
		001-023-550-5658	SECURITY MAINTENANCE	1,000.00	-1,000.00	0.00
		003-000-301-1000	BEGINNING UNENCUMBERED	-1,530.00	-10,000.00	-11,530.00
		003-034-530-3047	AUTO & GEN. LIAB. INSURANCE	529,030.00	10,000.00	539,030.00
		012-000-361-4000	MISC. REVENUE	-450.00	-145.00	-595.00
		012-090-570-7007	DISABILITY PAYMENTS	75,000.00	141.00	75,141.00
		012-090-570-7029	MEDICAL CLAIMS	120,450.00	4.00	120,454.00
		015-000-361-9900	PRIVATE DONATION	0.00	-37,000.00	-37,000.00
		015-000-364-0010	TRSF FROM GENERAL FUND	0.00	-1,068.00	-1,068.00
		015-000-364-4050	TRSF FROM UTILITY AUTHORITY	-2,320,897.00	-450,000.00	-2,770,897.00
		015-006-530-3406	ANIMAL CONTROL FACILITY	885,340.00	3,068.00	888,408.00
		015-009-560-6421	RAILS/TRAILS-ODOT CONSTRU	0.00	35,000.00	35,000.00
		015-027-570-7050	SH78 WATERLINE RELOCATE	274,960.00	450,000.00	724,960.00
		350-000-363-1000	PENDLETON TRUST	-41,130.00	-2,942.00	-44,072.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	331,736.00	2,942.00	334,678.00
		405-025-550-5655	MAINTENANCE CONTRACTS	14,200.00	48,895.00	63,095.00
		405-028-530-3038	GENERATOR ANNUAL SERVICE	22,000.00	-12,000.00	10,000.00
		405-028-550-5855	LAB & EQUIPMENTS	25,000.00	12,000.00	37,000.00
		405-030-570-7010	A & G MISCELLANEOUS	107,644.81	-63,895.00	43,749.81
		405-030-570-7400	CONTINGENCY RESERVE	450,000.00	-450,000.00	0.00
		405-030-599-9917	TRSF TO CAPITAL IMPROVE. FUND	2,305,897.00	465,000.00	2,770,897.00
			25 Total:	2,944,725.81	0.00	2,944,725.81
			Grand Total:	2,944,725.81	0.00	2,944,725.81

Fund Summary

Fund	Before	Adjustment	After
Budget Code:25 - FY 24/25 ORIGINAL BUDGET Fiscal: 2024-2025			
001	167,475.00	0.00	167,475.00
003	527,500.00	0.00	527,500.00
012	195,000.00	0.00	195,000.00
015	-1,160,597.00	0.00	-1,160,597.00
350	290,606.00	0.00	290,606.00
405	2,924,741.81	0.00	2,924,741.81
Budget Code 25 Total:	2,944,725.81	0.00	2,944,725.81
Grand Total:	2,944,725.81	0.00	2,944,725.81

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
MARCH 2025- 75.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY24/25 Budget	% of Budget Y-T-D
Sales Tax (2%)	800,900	7,533,481	9,836,254	76.59%
Use Tax	249,873	2,522,207	2,342,412	107.68%
Alcoholic Beverage Tax	18,007	163,359	215,500	75.80%
Tobacco Excise Tax	8,437	95,209	150,000	63.47%
Telephone Franchise Tax	1	14,812	25,000	59.25%
Electric Service Franchise Tax	99,103	841,790	1,500,000	56.12%
Natural Gas Franchise Tax	9,432	155,684	400,000	38.92%
Cable TV Service Franchise Tax	-	34,336	70,000	49.05%
Vehicle Tax	12,998	105,434	135,000	78.10%
Gasoline Excise Tax	-	21,359	35,000	61.03%
Licenses - All Types	-	15,297	25,000	61.19%
Permits - All Types	1,200	174,865	352,000	49.68%
Swimming Pool Revenues	-	30,786	66,000	46.65%
Library Café Revenues	267	2,632	3,000	87.74%
Parks & Rec. Facility Rent Rev	-	1,364	400	0.00%
Charges For Services	3,920	37,354	47,500	78.64%
Police Bonds & Fines	48,904	583,541	570,000	102.38%
Interest Earnings	17,936	334,796	120,000	279.00%
Grant Revenues	-	272,287	283,749	95.96%
Miscellaneous Revenues	11,844	692,800	644,499	107.49%
Sub-Total Revenues	1,282,823	13,633,395	16,821,314	81.05%
TRSF FROM CAPITAL IMPROVEMENT	150,000	150,000	150,000	
Transfer from Emp Insurance	375,000	375,000	375,000	
Transfer from Utility Authority	122,138	1,099,238	1,465,650	75.00%
	647,138	1,624,238	1,990,650	81.59%
USE OF FUND BALANCE		0	2,600,260	
Total Revenues & Other Financing Sources	1,929,961	15,257,633	21,412,224	71.26%
Department:	This Period	Year-To-Date	Current FY24/25 Budget	% of Budget Y-T-D
City Administration	48,326	524,800	1,016,662	51.62%
City Clerk	9,614	91,522	118,646	77.14%
City Treasurer	33,651	338,256	483,756	69.92%
Legal Services - Attorney	6,055	46,762	136,000	34.38%
Law Enforcement - Police Dept	465,717	4,509,246	6,518,006	69.18%
Animal Control	17,047	151,392	213,815	70.81%
Fire Dept	338,756	3,514,329	4,523,585	77.69%
Parks, Rec & General Services	70,365	689,280	990,425	69.59%
Swimming Pool	6,963	122,244	320,926	38.09%
Municipal Court	11,128	148,087	178,839	82.80%
Community Development	38,940	383,566	769,211	49.86%
Public Library	52,489	538,971	743,208	72.52%
Street Department	79,666	1,008,516	1,687,307	59.77%
Economic Development	15,182	139,749	302,211	46.24%
Civil Emergency Management	25,866	267,270	434,982	61.44%
General Government	32,336	443,433	1,591,252	27.87%
City Garage	26,416	284,832	373,712	76.22%
Senior Citizens Center	7,119	75,745	105,968	71.48%
Sub-Total Operating Expenditures	1,285,637	13,278,000	20,508,511	64.74%
Other Financing Uses:				
P. TRSF to I.T. service Fund	27,892	251,032	334,714	75.00%
Transfer to Insurance Cash Fund	-	187,932	187,932	100.00%
Transfer to 911 Tax Fund	8,333	75,000	100,000	75.00%
Transfer to DMSC Fund	15,000	135,000	180,000	75.00%
Transfer to Capital Impr. Fund	-	-	1,068	0.00%
Transfer to Cemetery Operations Fund	8,333	75,000	100,000	75.00%
Sub-Total Transfers Out	59,559	723,964	903,714	80.11%
Total Expenditures & Other Financing Sources	1,345,196	14,001,963	21,412,225	65.39%
Net Gain / (Loss) - Excluding Balance Forward	584,765	1,255,669	(0)	

City of Durant, Oklahoma
Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report
MARCH 31, 2025

Revenue Type:	This Period	Year-To-Date	Current FY24/25 Budget
Interest Earnings	4,535	132,706	160,900
Miscellaneous	31,793	94,470	94,470
CCPF Donation	-	235,700	230,000
Sale Of Property	-	242,775	242,775
FAA Grant	-	-	469,933
ODOT Streetscape V Grant	-	-	-
Private Donation	-	-	-
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	7,154
2021 ARPA Grant	-	-	-
OWBR Loan Proceeds	-	-	1,938,473
Grant-2019 BOR-WEEG	-	-	-
Grant-2018 BOR-SWEP	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
DOT REIMB. 78S UTILITY RE	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	62,338	-
County Fire Tax Fund	-	-	-
Sub-Total Revenues	36,328	767,990	3,143,705
TRSF From General Fund	1,068	1,068	-
TRSF From 1% S.T. Rev. Fund	195,615	1,923,222	2,460,102
TRSF From Airport Authority	-	25,500	25,500
Transfer from DCFA Fund-MISC	-	-	-
TRSF From Beautification Fund (008)	36,300.00	36,300.00	36,300
Transfer from Utility Authority	619,658	1,856,923	2,320,897
REIMB FROM CDBG	-	-	-
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	1,321,982	4,951,568
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Transfer from 2023 CWSRF 210-058	-	-	22,534,500
Equipment Financing	-	-	1,450,000
TRSF From DCFA Fund-Misc	-	-	-
CONTRIBUTED CAPITAL REVENUE (911 TRSF)	200,000	200,000	200,000
Sub-Total Transfers In	1,052,641	5,364,995	46,649,667
Balance Forward from FY24 (Unaudited)			3,158,981
Total Revenue & Other Financing Sources	1,088,969	6,132,985	52,952,353

Expenditure Type:	This Period	Year-To-Date	Current FY24/25 Budget
Law Enforcement - Police Dept	-	182,224	656,300
Animal Control Facility	1,068	11,450	890,786
Communication Ctr.	-	-	220,000
Fire Dept	55,666	68,940	894,559
Parks, Rec, & Gen Services	492	82,809	385,045
Pool	-	-	512,000
Community Development	-	-	-
Street	-	993,096	1,457,522
Economic Development	-	-	-
Civil Emergency Management	7,948	24,610	159,679
General Government	492,297	1,003,058	1,802,766
Information Technology	-	52,901	135,500
City Garage	-	-	240,200
Senior Citizens Center	19,420	34,454	50,000
Public Works Administration	-	26,327	146,327
Water / Sewer Line Maintenance	-	391,833	4,127,549
Water Treatment Plant	-	201,684	916,087
Wastewater Treatment Plant	-	42,477	89,000
Collection-Solid Waste	-	-	170,000
Lake Durant	-	98,795	401,435
Disposal- Solid Waste	-	502,721	742,284
Eaker Field Airport	-	132,817	1,598,099
Sub-Total Expenditures	576,891	3,850,195	15,595,138
Sub-total of Transfer Expenses	-	-	-
Total Expenses	576,891	3,850,195	15,595,138
2020 U.S.S.T.R.N. Exp.	-	1,117	4,089,648
2020 CWSRF OWRB EXP.	-	90,116	10,733,067
2023 CWSRF WWTP IMPV.2 EXO	-	-	22,534,500
Total Fund Expenditures	576,891	3,941,428	52,952,353
Net Gain / (Loss) - Excluding Balance Forward	512,078	2,191,556	-

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

Monthly Revenue and Expense Report
MARCH 2025- 75.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 24/25 Budget
Licenses and Permits	1,920	11,691	10,000
Laboratory Test Performed	1,584	13,500	20,000
Water Service - City-Wide	255,081	2,884,249	4,000,000
Water Sales - RW Dist. #2	3,034	87,530	37,000
Water Sales - RW Dist. #5	64,481	804,293	1,250,000
Sewer Service Fees	246,322	2,458,383	3,500,000
Sewer Excessive Strength Fees	20,484	130,797	16,800
Sanitation Service Fees	298,916	2,717,192	4,000,000
Sanitation - Roll off Bins Revenue	51,153	507,839	772,000
Sanitation - Compactor Revenue	38,740	413,715	600,000
Landfill Gate Fees (excluding Xfer ST.)	-	147,492	101,500
Transfer Station Fees Revenue	23,948	186,134	150,000
Interest Earnings	7,697	163,821	60,000
Agri. Lease Revenue	-	2,000	4,500
Late Payment Penalties	9,649	95,011	100,000
Non Payment Fee	8,114	74,076	120,000
Bad Debt Collect Fees Revenue	432	2,419	5,000
Water Tower Lease	4,860	61,296	90,000
DCUA Service Initiation Fee	2,850	24,270	30,000
Tap Fees: Water & Sewer	63,611	209,355	200,000
Recyclable Products SW Dis.	-	10,226	10,000
Interest Earnings in 2007 USSTRN Proj. Acct.	139	2,362	1,800
Miscellaneous Revenues	821	13,926	1,313
2020 Airport Tank Principal Pymt	-	21,464	21,464
2020 Airport Tank Interest Pymt	-	615	615
Trans from emp insurance 005	240,000	240,000	240,000
Trans from General Fund	-	-	-
Sub-Total Operating Revenues	1,343,834	11,283,657	15,341,992

USE OF FUND BALANCE 46,795

Total Revenues & Other Financing Sources	1,343,834	11,283,657	15,388,787
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Expense Type:	This Period	Year-To-Date	Current FY 24/25 Budget
Public Works Administration	35,218	335,849	498,084
Utility Billing	43,663	506,021	710,177
Water/Sewer Line Maintenance	92,955	969,860	1,500,688
Water Treatment Plant	84,064	997,499	1,645,590
Wastewater Treatment Plant	73,868	861,356	1,288,001
Solid Waste - Collections	84,816	979,257	1,403,074
Utility General Administration	6,123	290,606	2,100,902
Lake Durant	4,004	41,152	51,300
Solid Waste - Disposals	96,975	1,315,085	1,900,393
Sub-Total Operating Expenses	521,686	6,296,685	11,098,208

Transfer to Insurance Cash Fund	-	284,022	284,022
Transfer to General Fund	122,138	1,099,238	1,465,650
Transfer to Capital Improvement Fund	619,658	1,856,923	2,305,897
Transfer to DMSC Fund 500	-	-	-
Transfer to Airport Authority	12,943	116,484	155,312
Transfer to DCUA Sinking Fund	6,642	59,774	79,698
Sub-Total Transfer Expenses	761,380	3,416,440	4,290,579

Reserve - Contingency			
DCUA Fund Expense & Transfer Totals:	761,380	3,416,440	4,290,579
Total Fund Expenses & Transfers	1,283,065	9,713,125	15,388,787
Net Gain / (Loss) - Excluding Balance Forward	60,769	1,570,533	(0)

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$395,280.41
2% General Operations-For General Operation	\$790,560.82
1/4% Economic Development- Fund 110 for Indurstry Improv	\$98,820.10
1/2% Sales Tax- Infrastructure	\$197,640.20
5/8% DISD Improvements - for High School	\$247,050.25
Total Sales Tax Rev. April 2025, 4-3/8%	\$1,729,351.78

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

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	% Change	Single Month Period
July	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	428,333	415,327	-3.04%	May / June
August	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	445,870	432,991	-2.89%	June / July
September	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	426,408	424,939	-0.34%	July / Aug.
October	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	440,473	427,244	-3.00%	Aug. / Sept.
November	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	415,755	380,235	-8.54%	Sept. / Oct.
December	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101	411,863	415,785	463,979	11.59%	Oct. / Nov.
January	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	417,692	411,939	-1.38%	Nov. / Dec.
February	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326	422,394	419,238	409,636	-2.29%	Dec. / Jan.
March	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905	377,515	400,450	6.08%	Jan. / Feb.
April	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036	380,313	395,280	3.94%	Feb. / March
May	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741	446,047	434,804			March / Aprl.
June	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168	\$403,495	\$413,350	\$399,706			Aprl. / May
Total	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$4,780,305	\$5,007,988	\$5,001,890	\$4,162,021		8,868,979.72
FY Monthly Average	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$417,332	\$416,824	\$416,202		
% change from prior yr.	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	-0.12%	-0.60%		
\$ change from prior yr.	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	227,683	(6,098)	(30,245)		

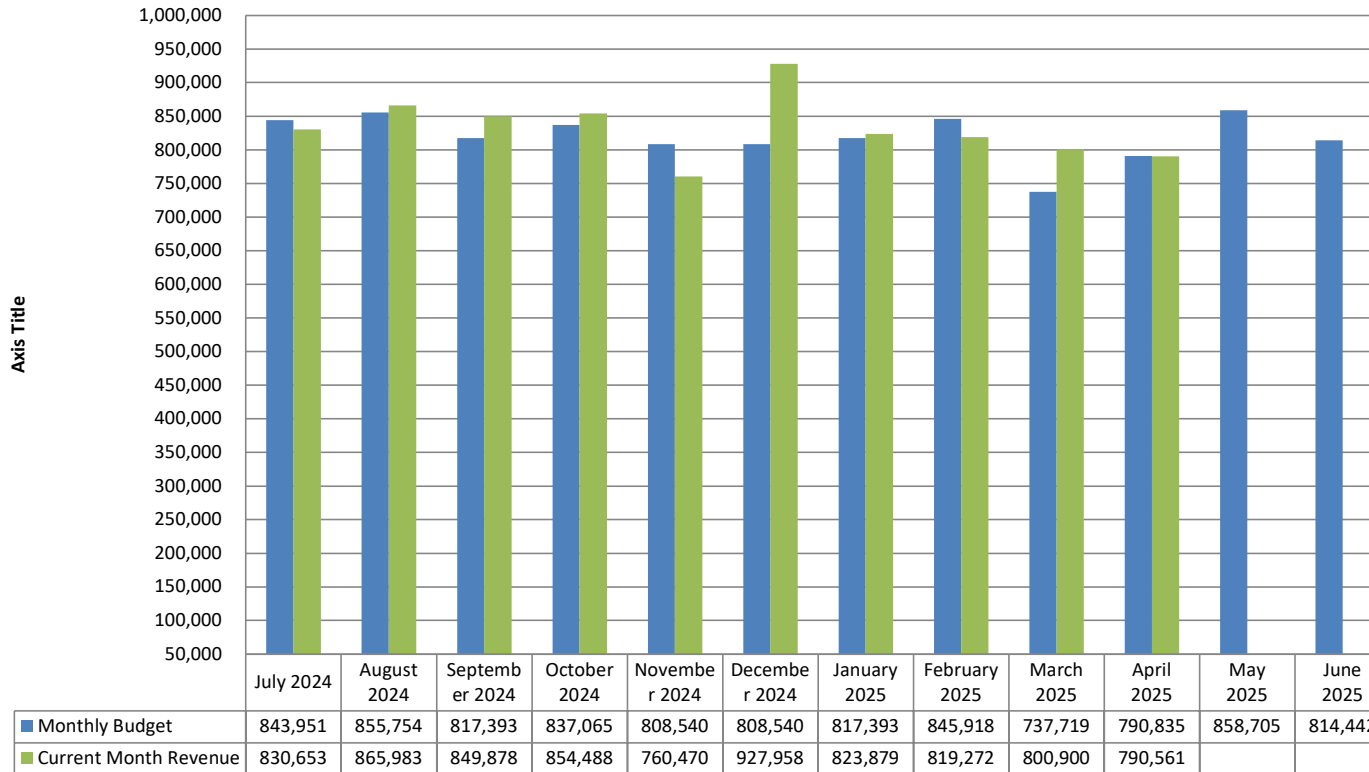
Current Month Sales Tax Revenue Data	
1/4% Economic Development (eff)	\$98,820.10
1/2% Sales Tax-Infrastructure (eff)	\$197,640.20
1% Capital Improvements (effectiv	\$395,280.41
2% General Operations	\$790,560.82
5/8% DISD Improvements (effecti	\$247,050.25
Total Sales Tax Rev. April 2025 @	\$1,729,351.78
* Per Ordinance #1589, Durant City Sales Tax	

Use Tax	DISD Monthly
\$45,138.11	\$292,188.36

1% Sales Tax - Current Annual		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$5,026,776	\$4,996,531	-0.60%

	Monthly Budget	Current Month Revenue	Y-T-D Revenue	% of Budget	83.33%	FY22/23 Budget	Monthly Budget Over/Under	
July 2024	843,951	830,653	830,653.19	8.44%	8.58%	(13,297.44)	0.0858	
August 2024	855,754	865,983	1,696,636.16	17.25%	17.28%	10,228.83		
September 2024	817,393	849,878	2,546,513.85	25.89%	0.2559	32,484.95		
October 2024	837,065	854,488	3,401,002.25	34.58%	34.10%	17,423.15		
November 2024	808,540	760,470	4,161,472.24	42.31%	42.32%	(48,070.12)		
December 2024	808,540	927,958	5,089,429.81	51.74%	50.54%	119,417.46		
January 2025	817,393	823,879	5,913,308.74	60.12%	58.85%	6,486.19		
February 2025	845,918	819,272	6,732,580.91	68.45%	67.45%	(26,645.71)		
March 2025	737,719	800,900	7,533,481.16	76.59%	74.95%	63,181.17		
April 2025	790,835	790,561	8,324,041.98	84.63%	82.99%	(274.04)		
May 2025	858,705		8,324,041.98	84.63%	91.72%			
June 2025	814,442		8,324,041.98	84.63%	100.00%			
	9,836,254.44	8,324,041.98				160,934.42		

FY 24/25 Monthly 2% Sales Tax Revenue





The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
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

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: March 2025 Financial Reports and April 2025 Sales Tax Reports

March 2025

General Fund (001) Revenue & Expense Report

Capital Improvements (015) Revenue & Expense Report

DCUA (405) Revenue & Expense Report

AND

April 2025

Sale Tax Breakdown

1% Sales Tax 10-Year Sheet

2% Sales Tax VS Budget

Council Information / Action Requested

Information Only

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

ATTACHMENTS:



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Durant Sports Festival Update

Council Information / Action Requested

Information only.

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

ATTACHMENTS:



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
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

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Consideration, Discussion and Possible Approval of Acknowledging Rick Mote's Exceptional Service and Contributions to the City of Durant Through a Special Dedication

Rick Mote was a dedicated city employee working in the Parks Department for 47 years. Rick retired in April 2025. Parks Department staff would like to acknowledge and honor Rick's exceptional service and contributions to the City of Durant by dedicating the baseball fields at the Durant Multi-Sports Complex in his name.

Council Information / Action Requested

Approve dedication of baseball fields at the Durant Multi Sports Complex in the name of Rick Mote in honor of his 47 years of exceptional service and contributions to the City of Durant

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

ATTACHMENTS:

1. Rick Mote's 47 years of Service Recognition Statement

Statement to Honor Rick Mote for 47 Years of Service

I would like to take a moment during today's City Council meeting to recognize and honor Rick Mote for his incredible 47 years of dedicated service to the City of Durant by sharing more about his career and contributions.

Rick began working for the City just after turning 20 years old, starting as a temporary employee. Within six months, he transitioned into a full-time position with the Parks and Recreation Department, where he would spend the next 47 years making an extraordinary impact.

Throughout his career, Rick took particular pride in two major responsibilities: shaping and maintaining baseball fields for 20 years, and later, mowing right-of-ways, easements, and floodplains for the remainder of his career. His attention to detail and hard work helped lay the foundation—literally and figuratively—for the parks and facilities that have served generations of Durant's athletes and residents.

Rick played a key role in preparing the fields for the first-ever tournament held at the Durant Multi-Sport Complex in 2008, setting a high standard of excellence that continues to this day. Following his work with the baseball fields, he transitioned to maintaining right-of-ways and floodplains, continuing his service with the same tireless dedication for another 27 years.

Over nearly five decades, Rick has become a true cornerstone of the community, known and respected throughout Durant for his hard work, kindness, and willingness to do whatever asked to support the City.

As the Parks and Recreation Manager, I have had the privilege of working with Rick for four of his 47 years. He has been someone I could always count on — he knew exactly what needed done, stayed ahead of the work, and took immense pride in doing it well. I have often relied on Rick's knowledge of the history of our parks and valued his honest input about where we have been and where we are going.

It is hard to imagine the department without him. It has truly been an honor to work alongside Rick, and we are grateful for the legacy he leaves behind.

In recognition of Rick's remarkable contributions and lasting impact on our community, we would like to propose naming the baseball hub at the Durant Multi-Sport Complex the Rick Mote Legacy Ball Fields. This space, home to four baseball fields, represents the heart of Rick's early work with the City and the pride he took in shaping and maintaining fields for the community. Naming the fields in his honor is a meaningful way to ensure that future generations understand and appreciate the legacy Rick has built through nearly five decades of dedication, hard work, and service to the City of Durant.

Thank you for your consideration.



Ryan Brewer, B.S., M.Ed., CPRP
Parks and Recreation Manager

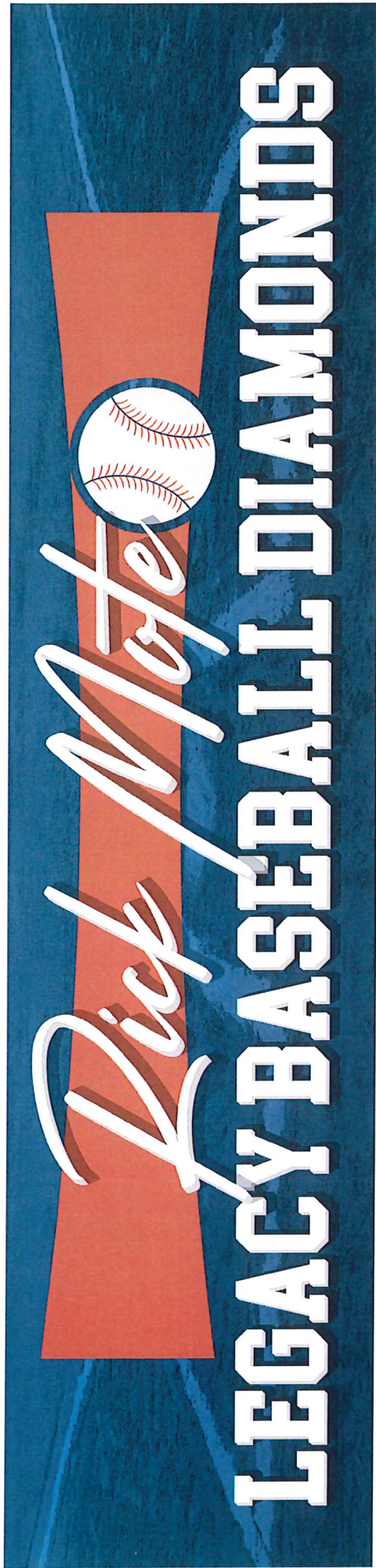
Rick Mote Legacy Baseball Diamonds

Dedicated in honor of Rick Mote's 47 years of service to the City of Durant. Starting at age 18, Rick shaped and cared for the city's baseball fields, playing a key role in preparing for the first tournament at the Durant Multi-Sport Complex. A true community staple, Rick's hard work, kindness, and dedication have left a lasting legacy for future generations.

Legend

- DMSC Border
- Rick Mote Legacy Baseball Diamonds
- Rick Mote Legacy Baseball Diamonds Sign

Rick Mote Legacy Baseball Diamonds Sign



- Due to difference in individual monitors and printers, electronic proof colors may vary from the final output color
- By Approving, I agree that I have checked the document for spelling errors, grammatical errors, and/or punctuation errors and I certify that the above proof is correct and approved to print as is.
- By Approving, I agree that the above proof is correct, that The Sign Depot will build my order according to this proof and that I, the customer am responsible for any costs incurred if the job must be reprinted.

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Signature _____

Date _____

Folder Name: C:\Users\Alexis\Weatherford\Sign Depot Dropbox\Cyrilous\Order\38000\o38266 - Durant City Of (220)\Line 1\Design
File Name: 38266-189x45-Rick Mote Legacy Diamonds.vb

Prepared by: Alexis Weatherford
Alexis@SignDepotDurant.com

Sign Size: 189.000in x 45.000in

(580) 931-9363
514 N 1st Ave. Durant, OK

THE SIGNDEPOT



The City of Durant [AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Tiffany Steele, Assistant Grants Coordinator
Re: The US Department of Transportation (DOT) 2025 Safe Streets and Roads For All (SS4A) Grant Program Funding Request to Develop a Comprehensive Safety Action Plan to Identify Roadway and Safety Deficiencies, Including all Necessary Items to Improve Safe Transportation Throughout Durant, with the Intent to Prevent Deaths and Serious Injuries on Roads and Streets Involving all Roadway Users.
1. Discussion, Consideration, and Possible Action to Consider Approval and Support of a 2025 Safe Streets and Roads for All (SS4A) Grant Application for Funding to Develop a Comprehensive Safety Action Plan.
2. Discussion, Consideration, and Possible Action to Consider Approval of Resolution R-2025-04 in Support of the Grant Application to Develop a Comprehensive Safety Action Plan and Commitment for the Required 20% Project Match.
3. Authorization for the Mayor / Vice-Mayor / City Manager to Sign all Related Application Documents for the 2025 Safe Streets and Roads for All (SS4A) Grant Submission.

The US Department of Transportation 2025 Safe Streets and Roads for All (SS4A) Grant Program has two funding sources: Planning (and Demonstration) and Implementation (Infrastructure) Grants. An approved Comprehensive Safety Action Plan, within the last 5 years, is required before demonstration or implementation funds can be requested in future grant cycles and could benefit other potential grant applications.

If awarded, the City would conduct a procurement process to contract with a professional engineer consultant to work with staff and conduct community engagement to develop the Comprehensive Safety Action Plan.

Scope: Comprehensive Safety Action Plan to identify existing roadway and safety deficiencies in the community to prevent death and serious injury on roads and streets involving all roadway users. City Council approved the application submission for the previous grant cycle, "2024 SAFE Streets and Roads For All" as well as the resolution for the 20% city match (R-2024-08) during the May 2024 City Council meeting, however, the application was not submitted, so current documentation is required to proceed with the 2025 Application. An updated Civil Planning Proposal was received on April 11, 2025, for the same cost, \$255,150.00, so the 20% match commitment (\$51,030) will not increase.

The final grant application deadline is June 26, 2025.

Council Information / Action Requested

1. Approve and Support of a 2025 Safe Streets and Roads for All (SS4A) Grant Application for Funding to Develop a Comprehensive Safety Action Plan.
2. Approve Resolution R-2025-04 in Support of the Grant Application to Develop a Comprehensive Safety Action Plan and Commitment for the Required 20% Project Match.
3. Authorize the Mayor / Vice-Mayor / City Manager to Sign all Related Application Documents for the 2025 Safe Streets and Roads for All (SS4A) Grant Submission.

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

Grants Department will complete and submit the grant application by the June 26, 2025 deadline.

ATTACHMENTS:

1. R-2025-04 Safe Streets and Roads for All Grant Application and Match Commitment

2. FY25 Durant Safe Streets For All Civil Planning Proposal

RESOLUTION NO. R-2025-04
A RESOLUTION OF SUPPORT
US DEPARTMENT OF TRANSPORTATION
2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

The City of Durant has determined the vital need to develop a Comprehensive Safety Action Plan to identify safety deficiencies throughout all streets and roadways within the entire city limits, including all necessary items to improve safe transportation throughout Durant – with intent to eliminate fatalities and prevent injuries involving all roadway users.

WHEREAS, the City of Durant will pursue a 2025 Safe Streets and Roads for All (SS4A) Grant through US Department of Transportation for necessary funding to develop a Comprehensive Safety Action Plan; and

WHEREAS, the planning process for a Comprehensive Safety Action Plan will identify streets and roadway safety deficiencies, with priorities, to include, but not limited to: all necessary items to create safe transportation throughout Durant, such as improved streets, curb / gutter, drainage, sidewalks, signalization, signage, lighting, crosswalks, and local safety campaign initiatives; and

WHEREAS, the ultimate goal of the Comprehensive Safety Action Plan is to incorporate the priorities and results across all aspects of the City with efforts to eliminate fatalities and prevent injuries; and

WHEREAS, an estimate received from a local engineer includes the overview process to complete the Comprehensive Safety Action Plan in the amount of \$255,150.

WHEREAS, the 2025 Safe Streets and Roads for All (SS4A) Grant Program requires a minimum of a 20% match to support the grant project; and

WHEREAS, the City of Durant has identified the match funding and commits \$ 51,030 through this Resolution to ensure a successful project; and

NOW THEREFORE, BE IT RESOLVED, the Durant City Council supports the submission of the 2025 Safe Streets and Roads for All (SS4A) grant application and match commitment to create a Comprehensive Safety Action Plan.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma this May 13, 2025 at a regularly scheduled meeting of the governing body, in compliance with the Opening Meeting Act, 25 O.S. 301 et seq.

Martin Tucker, Mayor

ATTEST:

Cynthia Price, City Clerk

April 11, 2025

Martin Tucker
City of Durant - Mayor
300 West Evergreen
Durant, OK 74701

Re: DURANT – USDOT FY25 SAFE STREETS & ROADS FOR ALL – CIVIL PLANNING PROPOSAL

Dear Mr. Tucker:

Please accept this proposal for civil planning services to support the Safe Streets and Roads For All grant application for the City of Durant, Oklahoma.

PLAN DESCRIPTION

The purpose of the U.S. Department of Transportation (USDOT) FY25 Safe Streets and Roads for All (SS4A) grant is to develop a City-Wide Action Plan to address safety needs of the community with respect to the traveling public, including vehicular, bicycle, and pedestrian accommodations. The City is seeking professional civil engineering and planning services to evaluate existing conditions and prepare a strategic, data-informed Action Plan that supports the goal of eliminating roadway fatalities and serious injuries, aligned with Vision Zero principles.

Anticipate services include attending meetings with City staff and community stakeholders, conducting community engagement activities, assessing existing infrastructure to identify safety deficiencies, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users. The civil planning services described in this proposal are anticipated for the grant application City-Wide Safety Action Plan.

SCOPE OF ENGINEERING SERVICES

Research & Field Reconnaissance

An Engineer will perform research and site visits to include:

- Review information provided by the Client and applicable standards for development.
- Visually inspect existing streets and roadway infrastructure.
- Review available historical roadway fatality and serious injury data.
- Identification of relevant codes, ordinances, and policies related to traffic safety.
- Coordination calls with City staff to guide planning focus areas.
- Review existing site conditions, identify any potential hazards.
- Participation in public meetings to gather community feedback.

Note: Field review and inventory development will rely on existing City-provided data wherever possible. A full field survey of citywide infrastructure is not anticipated under this scope.

Stake Holders Meetings

This phase will include meetings with City Departments including police, fire, public safety, and community development. The City will coordinate staff meetings, to discuss any known safety concerns and review applicable regulations and implementation as required to ensure future development and construction is performed in a manner that promotes public safety. The project team will support and participate in City-led public engagement activities to ensure community needs are reflected in the final plan.

Deliverables

WSB will provide the following documentation to the City for consideration and implementation:

- Sidewalk, traffic signal, and roadway infrastructure data (compiled from existing sources and selective field verification);Traffic Signal Inventory
- Summary of identified safety deficiencies
- Recommendations for safety improvements
- Cost Estimates for priority improvements
- Equity-focused analysis and project prioritization recommendations
- Map of high priority safety projects
- Final Action Plan Report
- Suggested framework for implementation and progress tracking

Documentation will be provided in a comprehensive action plan to address the identified needs and priorities of the City's infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all users. The completed Action Plan will position the City to pursue future implementation funding under the SS4A program and other federal and state infrastructure initiatives.

City-Wide Plan to Identify Roadway & Safety Deficiencies

Objective #	Objective	Notes/Additional Details	Fee
1	Establish Safety & Vision Zero Criteria	Identify criteria for safety improvements aligned with Vision Zero principles.	\$ 13,905.00
2	City-Wide Roadway/ Drainage Assessment	Utilize available data sources to assess existing roadway and drainage conditions; supplement with field reconnaissance as needed.	\$ 32,130.00
3	City-Wide Sidewalk Assessment	Compile sidewalk condition and connectivity information using available records and spot-check verification; full field inventory not anticipated.	\$ 15,660.00
4	City-Wide Signal Assessment	Evaluate signal infrastructure condition and needs using existing data and visual inspection where feasible.	\$ 12,420.00
5	Engagement & Collaboration	Evaluate signal infrastructure condition and needs using existing data and visual inspection where feasible.	\$ 28,080.00
6	Equity Considerations	Incorporate equity by analyzing geographic and demographic data to ensure underserved areas are prioritized.	\$ 11,880.00
7	Evaluation of Policies & Progress	Meet with City staff, stakeholders, and the public to identify safety concerns and support community-driven solutions.	\$ 14,580.00
8	Roadway/Drainage Improvement Outline	Categorize improvement needs (e.g., resurfacing, widening, reconstruction) based on identified deficiencies.	\$ 14,445.00
9	Sidewalk Improvement Outline	Assigning labels to improvement work (needs sidewalk, rehab, etc.)	\$ 12,285.00
10	Intersection Improvement Outline	Assigning labels to improvement work (signal needs, signal reprogramming, etc.)	\$ 10,935.00
11	Prioritization Framework	Develop a data-informed prioritization strategy considering safety risk, equity, community input, and feasibility.	\$ 27,945.00
12	Creating Exhibits for Plan	Produce maps, illustrations, and typical sections to support project concepts and plan readability.	\$ 25,245.00
13	Final Written Report	Compile all findings, recommendations, and visuals into a complete draft report.	\$ 21,195.00
14	Action Plan Finalization & Implementation Strategy	Finalize documentation and include a suggested framework for tracking progress and updating the plan over time.	\$ 14,445.00
TOTAL			\$ 255,150.00

Sincerely,

WSB

Raunel Ortiz, P.E.
Project Engineer
218 N 3rd Ave
Durant, OK 74701
OK CA# 9057
EXP: 06-30-2025





The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: 1) Consider Award of Bid For 2025 Street Improvement Project;
2) Consider Approval of Contract Between the City of Durant and Drake Paving for the 2025 Street Improvement Project

Attached are the bids we received for the 2025 Street Projects. We are asking to Mill and Overlay 4.76 miles of City Streets. Drake Paving came in with the lowest bid of \$1,484,348.76. Staff recommends that Drake Paving be awarded the bid.

Council Information / Action Requested

Staff recommends that the bid for 2025 Street Improvement Projects be awarded to Drake Paving.

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

ATTACHMENTS:

1. 2025 Street Improvement Project Bid Tab Sheet
2. 2025 Street Improvement Project Bids
3. C-2025-15 Construction Contract Between City and Drake Paving for 2025 Street Improvement Project
UNSIGNED

BID TAB SHEET

LOCATION

LENGTH

BIDDER 1

BIDDER 2

BIDDER 3

2" Asphalt Overlay After Compaction

		Stringfellow	Drake General Cont.	Overland Corporation
1 Bryan Drive	2630	1972950.64+	\$159,036.10	\$198,000.00
2 Lorrie Lane	1325	\$103,825.95	\$72,994.25	\$111,000.00
3 Forrest Circle	526	\$41,216.94	\$29,156.18	\$56,000.00
4 Robin Hood Drive	2600	\$203,733.92	\$143,312.00	\$207,000.00
5 McLean Road	2600	\$206,733.92	\$155,350.00	\$179,000.00
6 Mason Street	3200	\$250,749.50	\$176,384.00	\$215,000.00
7 Smith Street	1042	\$81,649.25	\$57,414.20	\$60,000.00
8 NE 16th Avenue	1015	\$79,536.13	\$55,926.50	\$81,000.00
9 S. 1st Avenue	585	\$45,840.00	\$32,221.80	\$59,000.00
10 S. 1st Avenue	940	\$73,657.65	\$51,794.00	\$70,000.00
11 Georgia Street	950	\$74,441.25	\$52,345.00	\$68,000.00
12 Mississippi Street	1200	\$94,031.00	\$66,120.00	\$118,000.00
13 S. 16th Avenue	490	\$38,396.00	\$26,999.00	\$142,000.00
14 Louisiana Street	380	\$29,776.50	\$20,945.00	\$51,000.00
15 Lynnwood Drive	1265	\$99,124.38	\$69,752.10	\$129,000.00
16 Parkview Drive	1105	\$86,586.91	\$60,940.75	\$83,000.00
17 Harmony Drive	3287	\$257,566.70	\$181,278.05	\$215,000.00

Curb Repair

		BIDDER 1	BIDDER 2	BIDDER 3
		Stringfellow	Drake General Cont.	Overland Corporation
1 Lorrie Lane	100 or as needed	\$8,000.00	\$5,424.00	\$9,000.00
2 Forrest Lane	100 or as needed	\$8,000.00	\$5,424.00	\$9,000.00

Striping

		BIDDER 1	BIDDER 2	BIDDER 3
		Stringfellow	Drake General Cont.	Overland Corporation
1 Bryan Drive		\$14,000.00	\$36,461.07	\$3,000.00
2 Robin Hood Drive		\$3,200.00	\$12,535.38	\$3,000.00
3 McLean Road		\$6,800.00	\$12,535.38	\$3,000.00

	BIDDER 1	BIDDER 2	BIDDER 3
	Stringfellow	Drake General Cont.	Overland Corporation
WRITTEN TOTAL PROJECT COST:	\$2,015,950.64	\$1,484,348.76	\$2,069,000.00

ACTUAL TOTAL PROJECT COST:	\$2,012,950.64	\$1,484,348.76	\$2,069,000.00
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CITY OF DURANT
2025 STREET IMPROVEMENTS PROJECT
BASE BID

Description: 2" Asphalt overlay after compaction

<u>Location</u>	<u>Length</u>	<u>Bid</u>
1. <u>Bryan Drive</u>	2630	\$206,084.64
2. <u>Lorrie Lane</u>	1325	\$103,825.95
3. <u>Forrest Circle</u>	526	\$41,216.94
4. <u>Robin Hood Drive</u>	2600	\$203,733.92
5. <u>McLean Road</u>	2600	\$206,733.92
6. <u>Mason Street</u>	3200	\$250,749.50
7. <u>Smith Street</u>	1042	\$81,649.25
8. <u>NE 16th Avenue</u>	1015	\$79,536.13
9. <u>S. 1st Avenue</u>	585	\$45,840.00
10. <u>S. 1st Avenue</u>	940	\$73,657.65
11. <u>Georgia Street</u>	950	\$74,441.25
12. <u>Mississippi Street</u>	1200	\$94,031.00
13. <u>S. 16th Avenue</u>	490	\$38,396.00
14. <u>Louisiana Street</u>	380	\$29,776.50
15. <u>Lynnwood Drive</u>	1265	\$99,124.38
16. <u>Parkview Drive</u>	1105	\$86,586.91
17. <u>Harmony Drive</u>	3287	\$257,566.70

The Following Streets for Curb Repair

Description	Bid
Lorrie Lane 100 Linear Feet or as needed	\$ <u>8,000.00</u>
Forrest Lane 100 Linear Feet or as needed	\$ <u>8,000.00</u>

The Following Streets to be Striped

Description	
Bryan Drive stripes to be removed and restriped, double yellow lines	\$ <u>14,000.00</u>
Robin Hood Drive Double yellow lines	\$ <u>3,200.00</u>
McLean Road Double Yellow lines	\$ <u>6,800.00</u>

Quote based on using 200 tons of base rock. Any additional base rock required above 200 tons will be billed at the rate of \$120/ton.

Total Project Cost: \$ 2,015,950.64

DATED THIS 23rd DAY OF April 2025.

Respectfully submitted,

SIGNATURE:  TITLE: Owner/Manager

PRINTED NAME: Curtis Stringfellow Sr. COMPANY: Stringfellow Holdings, LLC

PROPOSAL

TO: CITY OF DURANT
DURANT, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Durant, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Signature  Date 4/23/2025

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF BRYAN)

Curtis Stringfellow Sr., of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

NONE

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Curtis Stringfellow Sr.

Subscribed and sworn to before me this 23rd day of April, 2025.





NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF BRYAN)

Curtis Stringfellow Sr., of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.



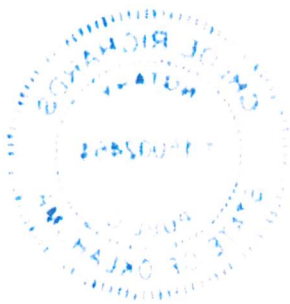
SUBSCRIBED AND SWORN to before me this 23rd day of April, 2025.

Chloe Richards
Notary Public

My Commission Expires:

March 17, 2027





THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Stringfellow Holdings, LLC.

as Principal, hereinafter call the Principal, and

Great Midwest Insurance Company

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Durant

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Total Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2025 Durant Street Improvement Project

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

23rd

day of April, 2025

Chloe Richards

(Witness)

Stringfellow Holdings, LLC.

Chris Stiff (Principal) (Seal)
(Title)

Debbie Raper

(Witness) Debbie Raper

Great Midwest Insurance Company

Becky Killman (Surety) (Seal)
Becky Killman (Title)

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Deborah Raper, Shelli Samsel, Becky Killman, Vicki Wilson, Carey Kennemer, Jamie Burris, Kristin Lewis, Faith Burleson, Gary W. Liles, Travis E. Brown, John A. McClellan, Ryan N. Teubner, Randall D. Webb, Daniel A. Woolsey, Vaughn P. Graham Jr., Thomas C. Perrault

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

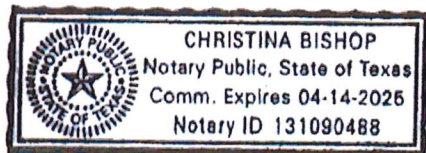
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this _____ 23rd _____ Day of _____ April _____, 20 _____ 25 _____



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PROPOSAL

TO: CITY OF DURANT
DURANT, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Durant, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Signature  Date 4/23/25

STATE OF OKLAHOMA Texas)
)§
COUNTY OF Lamar)

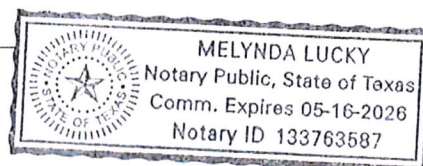
Previously completed projects: 2024 Street Package & Concrete Pier project at Lake Durant

Several past projects completed for the city of Durant

Subscribed and sworn to before me this 23 day of April, 2025.


Notary Public

15/11/2026



[illegible]



Notary Public

05/11/20



**Bid Bond
SURETY DEPARTMENT**

**Conforms with the American Institute of
Architects, A.I.A Documents No. A-310**

KNOW ALL MEN BY THESE PRESENTS,

That we, Drake General Contractors LLC as Principal hereinafter called the Principal, and Westfield Insurance Company a corporation created and existing under the laws of the State of Ohio whose principal office is in Westfield Center, OH as Surety, hereinafter called the Surety, are held and firmly bound unto City of Durant OK as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid Dollars (5% GAB) for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for 2025 SIP – Durant OK

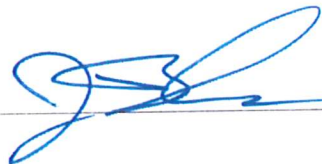
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 23rd day of April, 2025

Drake General Contractors LLC

(Principal)

By

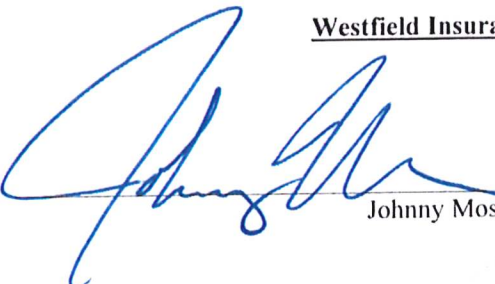


(SEAL)

Westfield Insurance Company

(Surety)

By



(SEAL)

Johnny Moss, Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/10/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JAROD JAGGERS, CALEB HALE, RYAN COX, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **OCTOBER** A.D., **2024**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **10th** day of **OCTOBER** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **23rd** day of **April** A.D., **2025**.



Frank A. Carrino, Secretary

**CITY OF DURANT
2025 STREET IMPROVEMENTS PROJECT
BASE BID**

Description: 2" Asphalt overlay after compaction

<u>Location</u>	<u>Length</u>	<u>Bid</u>
1. Bryan Drive	2630	\$ <u>159,036.10</u>
2. Lorrie Lane	1325	\$ <u>72,994.25</u>
3. Forrest Circle	526	\$ <u>29,156.18</u>
4. Robin Hood Drive	2600	\$ <u>143,312.00</u>
5. McLean Road	2600	\$ <u>155,350.00</u>
6. Mason Street	3200	\$ <u>176,384.00</u>
7. Smith Street	1042	\$ <u>57,414.20</u>
8. NE 16 th Avenue	1015	\$ <u>55,926.50</u>
9. S. 1 st Avenue	585	\$ <u>32,221.80</u>
10. S. 1 st Avenue	940	\$ <u>51,794.00</u>
11. Georgia Street	950	\$ <u>52,345.00</u>
12. Mississippi Street	1200	\$ <u>66,120.00</u>
13. S. 16 th Avenue	490	\$ <u>26,999.00</u>
14. Louisiana Street	380	\$ <u>20,945.00</u>
15. Lynnwood Drive	1265	\$ <u>69,752.10</u>
16. Parkview Drive	1105	\$ <u>60,940.75</u>
17. Harmony Drive	3287	\$ <u>181,278.05</u>

The Following Streets for Curb Repair

Description	Bid
Lorrie Lane 100 Linear Feet or as needed	\$ <u>5,424.00</u>
Forrest Lane 100 Linear Feet or as needed	\$ <u>5,424.00</u>

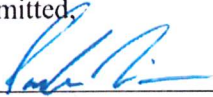
The Following Streets to be Striped

Description	
Bryan Drive stripes to be removed and restriped, double yellow lines	\$ <u>36,461.07</u>
Robin Hood Drive Double yellow lines	\$ <u>12,535.38</u>
McLean Road Double Yellow lines	\$ <u>12,535.38</u>

Total Project Cost: **\$ 1,484,348.76**

DATED THIS 23 DAY OF April 2025.

Respectfully submitted,

SIGNATURE:  TITLE: Project Manager

PRINTED NAME: Parker Termin COMPANY: Drake General Contracting

PROPOSAL

TO: CITY OF DURANT
DURANT, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Durant, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Signature



Date

4/23/25

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Carter)§

Eric Heggy, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

None.

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

None.

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None.

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 23rd day of April, 2025.

Deannette Phillips

Notary Public

My Commission Expires:

4/17/2028





NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Carter) §

Erik Heggy, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Erik Heggy

SUBSCRIBED AND SWORN to before me this 23rd day of April, 2025.

Deannette Phillips

Notary Public

My Commission Expires:

4/17/2028



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Overland Corporation
534 U.S. 77
Ardmore, OK 73401

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Durant
300 West Evergreen, Room 100
Durant, Oklahoma 74701

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of the Bid (5% B)

PROJECT:

(Name, location or address, and Project number, if any)

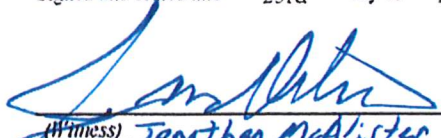
2025 Durant Street Improvement Project

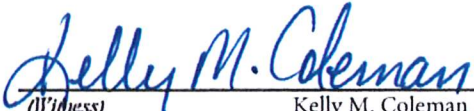
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

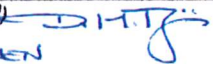
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of April, 2025


(Witness) Jonathan McAlister


(Witness) Kelly M. Coleman

Overland Corporation
(Principal)  (Seal)
DARREN RATATSH PRESIDENT

(Title)
Western Surety Company
Liberty Mutual Insurance Company
(Surety)  (Seal)

(Title) Michael Garcia, Attorney-in-Fact
State of Incorporation: SD and MA
Limit of Liability: \$ 5% B



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Ryan Varela, Ashley Koletar, Jacob Boots, Maria D Zuniga, Joseph R Aulbert, Stephanie Moore Harold, Michael Garcia, Melanie Salinas, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2025.



WESTERN SURETY COMPANY

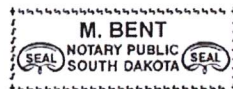
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of March, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213056-022004**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aulbert, Jacob Boots, Marc W. Boots, Richard Covington, Michael Garcia, Susan Golla, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young, Maria D. Zuniga

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of April, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Overland Corporation
534 U.S. 77
Ardmore, OK 73401

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Durant
300 West Evergreen, Room 100
Durant, Oklahoma 74701

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of the Bid (5% B)

PROJECT:

(Name, location or address, and Project number, if any)

2025 Durant Street Improvement Project

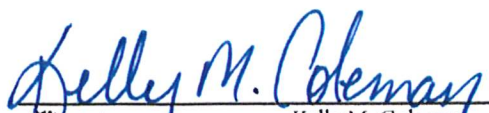
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

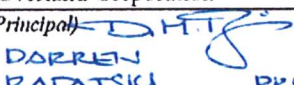
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of April, 2025


(Witness) Jonathan McAister


(Witness) Kelly M. Coleman

Overland Corporation
(Principal)  (Seal)
DARREN KATSKI
PRESIDENT

(Title)
Western Surety Company
Liberty Mutual Insurance Company
(Surety)  (Seal)

(Title) Michael Garcia, Attorney-in-Fact
State of Incorporation: SD and MA
Limit of Liability: \$ 5% B



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Ryan Varela, Ashley Koletar, Jacob Boots, Maria D Zuniga, Joseph R Aulbert, Stephanie Moore Harold, Michael Garcia, Melanie Salinas, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of March, 2025.



WESTERN SURETY COMPANY

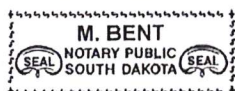
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 5th day of March, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213056-022004**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aulbert, Jacob Boots, Marc W. Boots, Richard Covington, Michael Garcia, Susan Golla, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young, Maria D. Zuniga

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of April, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CITY OF DURANT
2025 STREET IMPROVEMENTS PROJECT
BASE BID

Description: 2" Asphalt overlay after compaction

<u>Location</u>	<u>Length</u>	<u>Bid</u>
1. Bryan Drive	2630	\$ 198,000. ⁰⁰
2. Lorrie Lane	1325	\$ 111,000. ⁰⁰
3. Forrest Circle	526	\$ 56,000. ⁰⁰
4. Robin Hood Drive	2600	\$ 207,000. ⁰⁰
5. McLean Road	2600	\$ 179,000. ⁰⁰
6. Mason Street	3200	\$ 215,000. ⁰⁰
7. Smith Street	1042	\$ 60,000. ⁰⁰
8. NE 16 th Avenue	1015	\$ 81,000. ⁰⁰
9. S. 1 st Avenue	585	\$ 59,000. ⁰⁰
10. S. 1 st Avenue	940	\$ 70,000. ⁰⁰
11. Georgia Street	950	\$ 68,000. ⁰⁰
12. Mississippi Street	1200	\$ 118,000. ⁰⁰
13. S. 16 th Avenue	490	\$ 142,000. ⁰⁰
14. Louisiana Street	380	\$ 51,000. ⁰⁰
15. Lynnwood Drive	1265	\$ 129,000. ⁰⁰
16. Parkview Drive	1105	\$ 83,000. ⁰⁰
17. Harmony Drive	3287	\$ 215,000. ⁰⁰

The Following Streets for Curb Repair

Description	Bid
Lorrie Lane 100 Linear Feet or as needed	\$ 9,000.00
Forrest Lane 100 Linear Feet or as needed	\$ 9,000.00

The Following Streets to be Striped

Description	
Bryan Drive stripes to be removed and restriped, double yellow lines	\$ 3,000.00
Robin Hood Drive Double yellow lines	\$ 3,000.00
McLean Road Double Yellow lines	\$ 3,000.00

Total Project Cost: \$2,069,000.00

DATED THIS 23 DAY OF April, 2025.

Respectfully submitted,

SIGNATURE: Eric Heggy TITLE: Sr. Vice President
PRINTED NAME: Eric Heggy COMPANY: Overland Corporation

BID TAB SHEET						
LOCATION		LENGTH	BIDDER 1		BIDDER 2	BIDDER 3
2" Asphalt Overlay After Compaction						
			Stringfellow	Drake General Cont.		Overland Corporation
1	Bryan Drive	2630	1972950.64+	\$159,036.10		\$198,000.00
2	Lorrie Lane	1325	\$103,825.95	\$72,994.25		\$111,000.00
3	Forrest Circle	526	\$41,216.94	\$29,156.18		\$56,000.00
4	Robin Hood Drive	2600	\$203,733.92	\$143,312.00		\$207,000.00
5	McLean Road	2600	\$206,733.92	\$155,350.00		\$179,000.00
6	Mason Street	3200	\$250,749.50	\$176,384.00		\$215,000.00
7	Smith Street	1042	\$81,649.25	\$57,414.20		\$60,000.00
8	NE 16th Avenue	1015	\$79,536.13	\$55,926.50		\$81,000.00
9	S. 1st Avenue	585	\$45,840.00	\$32,221.80		\$59,000.00
10	S. 1st Avenue	940	\$73,657.65	\$51,794.00		\$70,000.00
11	Georgia Street	950	\$74,441.25	\$52,345.00		\$68,000.00
12	Mississippi Street	1200	\$94,031.00	\$66,120.00		\$118,000.00
13	S. 16th Avenue	490	\$38,396.00	\$26,999.00		\$142,000.00
14	Louisiana Street	380	\$29,776.50	\$20,945.00		\$51,000.00
15	Lynnwood Drive	1265	\$99,124.38	\$69,752.10		\$129,000.00
16	Parkview Drive	1105	\$86,586.91	\$60,940.75		\$83,000.00
17	Harmony Drive	3287	\$257,566.70	\$181,278.05		\$215,000.00
Curb Repair						
			BIDDER 1	BIDDER 2		BIDDER 3
			Stringfellow	Drake General Cont.		Overland Corporation
1	Lorrie Lane	100 or as needed	\$8,000.00	\$5,424.00		\$9,000.00
2	Forrest Lane	100 or as needed	\$8,000.00	\$5,424.00		\$9,000.00
Striping						
			BIDDER 1	BIDDER 2		BIDDER 3
			Stringfellow	Drake General Cont.		Overland Corporation
1	Bryan Drive		\$14,000.00	\$36,461.07		\$3,000.00
2	Robin Hood Drive		\$3,200.00	\$12,535.38		\$3,000.00
3	McLean Road		\$6,800.00	\$12,535.38		\$3,000.00
WRITTEN TOTAL PROJECT COST:						
			BIDDER 1	BIDDER 2		BIDDER 3
			Stringfellow	Drake General Cont.		Overland Corporation
			\$2,015,950.64	\$1,484,348.76		\$2,069,000.00

ACTUAL TOTAL PROJECT COST:	\$2,012,950.64	\$1,484,348.76	\$2,069,000.00
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CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is dated this 13th day of May, 2025.

CLIENT

City of Durant, Oklahoma, 300 W. Evergreen St., Durant, OK 74701
(the "Client")

CONTRACTOR

Drake Paving 3737 Lamar Ave., Suite 700 Paris, TX 75460
(the "Contractor")

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - o Mill and Overlay of 4.76 miles of streets, and repairing 200 linear feet of curbs or as needed for the amount of \$1,484,348.76 as set forth in attached bid documents, which are hereby incorporated by reference as part of the Contract and all terms applicable.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Contract prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

6. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USO (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of \$1,484,348.76 for the Services (the "Compensation") .
8. The Contractor will invoice the Client when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 60 days of receipt.
10. In the event that the Client terminates this Contract prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not

generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.

14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

18. In the event that this Contract is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee.

The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Contract.

RIGHT OF SUBSTITUTION

20. Except as otherwise provided in this Contract, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

21. In the event that the Contractor hires a sub-contractor:

- o the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- o for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, work wear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

24. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

25. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

- City of Durant
300 W. Evergreen St., Durant, OK 74701
- Drake Paving
3737 Lamar Ave., Ste. 700 Paris, TX 75460

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

ADDITIONAL CLAUSE

27. Failure to complete project within ninety (90) days of beginning will obligate contractor to liquidated damages in the amount of \$1,000.00 per day.

MODIFICATION OF CONTRACT

28. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding

if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

32. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Contract will be governed by and construed in accordance with the laws of the State of Oklahoma.

SEVERABILITY

36. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal.

City of Durant

Per: _____

Officer's Name: _____

(Seal)

Drake Paving

Per: _____

Officer's Name: _____

(Seal)



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Consider Approval of Employee Health and Dental Benefit with Blue Cross Blue Shield, Vision Benefit with VSP, and Group Life/AD&D and Dependent Life with Symetra Renewals or Take Any Other Appropriate Action

Employee health benefits renewal with Blue Cross Blue Shield for the 25/26 plan year reflects a 6% increase in the City's premium for medical benefits and a one-time \$171,500.00 Communication Credit. The City's premium for dental benefits reflects a 5.4% increase. The employee-paid vision benefits through VSP, as well as the city-paid Symetra Group Life/AD&D and Dependent Life policies, reflect no change.

Council Information / Action Requested

Staff recommends approval of the quoted policies for the 2025/2026 benefit plan year.

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

ATTACHMENTS:

1. Symetra Life
2. VSP
3. BCBS Dental
4. BCBS Health

CITY OF DURANT			
Employer Sponsored Life and AD&D Cost Analysis			
Prepared by INSURICA for your July 1, 2025 Renewal			
		Current	Renewal
		Blue Cross	Blue Cross
		Group Life/AD&D	Group Life/AD&D
Rates			
	Volume (monthly)	\$10,983,000	\$10,983,000
	Life Rate (per \$1,000)	\$0.16	\$0.16
	AD&D Rate (per \$1,000)	\$0.02	\$0.02
Estimated Monthly Premium		\$1,922	\$1,922
Estimated Annual Premium		\$23,064	\$23,064
Percentage Change			0.00%
Dollar Change			\$0
Rate Guarantee			1-Year - Extended to 7/1/2026
Life Benefit		1 X Annual Salary	1 X Annual Salary
AD&D Benefit		1 X Annual Salary	1 X Annual Salary
Waiver of Premium		Included, Must be disabled prior to age 60, and includes 9 month elimination period	Included, Must be disabled prior to age 60, and includes 9 month elimination period
Accelerated Benefit		Included, Member can claim 75% of the benefit early with 12-month life expectancy.	Included, Member can claim 75% of the benefit early with 12-month life expectancy.
Reduction Schedule		35% at age 65 and 50% at age 70	35% at age 65 and 50% at age 70
Dependent Life			
		Current	Renewal
		Blue Cross	Blue Cross
		Group Life/AD&D	Group Life/AD&D
Rates			
	Rate Per Unit	\$3.21	\$3.21
	Total Units	83	83
	Monthly Cost	\$266.43	\$266.43
	Annual Cost	\$3,197.16	\$3,197.16
Spouse Benefit		\$10,000	\$10,000
Child Benefit		\$5,000	\$5,000

**We received a pass (no increase) on all Symetra products: Employee Life, AD&D, and Dependent Life.

CITY OF DURANT							
Vision Cost Analysis							
Prepared by INSURICA for your July 1, 2025 Renewal							
				Current		Renewal	
				VSP		VSP	
				Voluntary Vision		Voluntary Vision	
			May Enrollment	In-Network	Out-of-Network	In-Network	Out-of-Network
Rates			Counts				
	Employee		100	\$8.68		\$8.68	
	Employee + 1 Dependent		28	\$13.89		\$13.89	
	Employee & Children		10	\$14.18		\$14.18	
	Family		41	\$22.87		\$22.87	
Estimated Monthly Premium				\$2,336		\$2,336	
Estimated Annual Premium				\$28,037		\$28,037	
Percentage Change						0.00%	
Dollar Change						\$0	
Rate Guarantee						1-Year - Extended to 7/1/2026	

**We received a pass (no increase) in our VSP plan for FY 25-26

CITY OF DURANT									
Dental Cost Analysis									
Prepared by INSURICA for your July 1, 2025 Renewal									
				Current		Renewal		Renewal	
				Blue Cross		Blue Cross		BAFO Neg Blue Cross	
				PPO		PPO		PPO	
			May Enrollment	In-Network	Out-of Network	In-Network	Out-of Network	In-Network	Out-of Network
Rates			Counts						
	Employee		136	\$36.30		\$39.10		\$38.26	
	Employee & Spouse		20	\$70.15		\$75.55		\$73.94	
	Employee & Children		9	\$67.31		\$72.49		\$70.94	
	Family		56	\$104.16		\$112.18		\$109.78	
Estimated Monthly Premium				\$12,779		\$13,763		\$13,468	
Estimated Annual Premium				\$153,343		\$165,157		\$161,620	
Percentage Change						7.70%		5.40%	
Dollar Change						\$11,814		\$8,277	

- BCBS Dental proposed a 7.70% increase to the plan originally.
- Insurica negotiated down to a 5.40% increase.
- The overall dollar change for the plan year will increase \$8,277.00

Medical Cost Analysis

Prepared by INSURICA for your July 1, 2025 Renewal

				Current	Renewal	Renewal
				Blue Cross	Blue Cross	Negotiated Blue Cross
				Preferred PPO	Preferred PPO	Preferred PPO
Rates	May Enrollments		Counts			
	Employee	136	136	\$807.61	\$892.41	\$856.09
	Employee & Spouse		20			
	Employee & Child(ren)		9			
	Employee & Family	85	56	\$1,333.43	\$1,473.44	\$1,413.41
Estimated Monthly Premium				\$223,176.51	\$246,610	\$236,568
Estimated Annual Premium				\$2,678,118	\$2,959,322	\$2,838,817
Percentage Change					10.50%	-0.40%
One time Communication Credit						(\$171,500)
Dollar Change					\$281,204	(\$10,801)

- BCBS came in with a 10.5% increase to the plan originally (Column 2)
- Insurica negotiated down to a 6% increase to the plan.
- BCBS offered a one time 'Communication Credit' of \$171,500 to make the final negotiated price \$10,801.00 under FY 2024-2025.



The City of Durant [AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 5/13/2025
To: Mayor and City Council
From: Paul Cottrell, Community Development Director
Re: Consideration and Possible Approval of Phase I Preliminary Plat Request for Property Located Near S. 22nd Avenue and W. Mississippi in Durant and More Particularly Described as Follows:

A part of the NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The South 590 feet of the West 225 feet of the East 295 feet thereof AND the South 100 feet of the West 365 feet thereof, all in said NW/4 NE/4 SW/4.

AND

A part of the SW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The North 300 feet of the West 590 feet thereof said SW/4 NE/4 SW/4.

AND

The NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, LESS AND EXCEPT three tracts described as follows: Tract I: The South 590 feet of the East 295 feet of said W/4 NE/4 SW/4. Tract II: The South 100 feet of the West 365 feet of said NW/4 NE/4 SW/4. Tract III: The North 70 feet of said NW/4 NE/4 SW/4;

AND

Lot 3 and a part of Lot 2 described as beginning at the Southeast corner of Lot 2; Thence North for a distance of 277.86 feet; Thence West for a distance of 689.70 feet; Thence South for a distance of 277.86 feet; Thence East for a distance of 689.70 feet to the Point of Beginning and being situated in Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, LESS AND EXCEPT the following property previously conveyed:

A) A tract of land described as the East 77.49 feet of the South 277.92 feet of Lot 2 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.

B) A tract of land described as the East 77.49 feet of the North 70.00 feet of Lot 3 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.

AND

Beginning at a point 171.6 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East; Thence South for a distance of 2468.4 feet to the Southwest corner of Lot 2 of said Section; Thence East for a distance of 664.6 feet; Thence North 71 degrees and 56 minutes West for a distance of 521.4 feet; Thence North for a distance of 2276.4 feet to the South Right-of- Way line of the Frisco Railway; Thence following the said Right-of-Way line in a Northwesterly direction for a distance of 146.8 feet to the Point of Beginning, LESS AND EXCEPT the following property previously conveyed:

A) A strip, piece or parcel of land lying in part of the NW/4 NW/4 of Section 31, Township 6 South Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the point where the South property line of the St. Louis and San Francisco Railway Company intersects the West line of said NW/4 NW/4, 171.6 feet South of the Northwest corner of said NW/4 NW/4; Thence South 72 degrees and 59 minute East along said property line a distance of 146.8 feet; Thence South a distance of 75.2 feet; Thence north 72 degrees 59 minutes West a distance of 146.8 feet to a point on the West

line of said NW/4 NW/4; Thence North along said West line a distance of 75.2 feet to the Point of Beginning. ALSO LESS AND EXCEPT:

A) A tract of land situated in Lots 1 and 2 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, and more particularly described as follows, to wit:

Beginning at a point 243 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, being a point of intersection of the South Right-of-Way of

Arkansas Street and the West line of Lot 1; Thence South along the West line of Lots 1 and 2 a distance of 1279 feet to a point on the West Right-of-Way of U.S. Highway 69/75; Thence North 21 degrees 42 minutes East a distance of 372 feet, to a point of intersection with a line parallel to and 140 feet East of the West line of Lot 1, Section 31, Township 6 South, Range 9 East; Thence North a distance of 886 feet to a point on the South Right-of-Way line of Arkansas Street; Thence Westerly along said Right-of-Way a distance of 146.8 feet to Point of Beginning;

A) A strip, piece of parcel of land lying in part of the W/2 NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said W/2 NW/4 a distance of 478.6 feet North of the Southwest corner of said W/2 NW/4; Thence North along said West line a distance of 627.3 feet; Thence North 28 degrees 43 minutes East a distance of 293.8 feet to a point 140.5 feet East of the West line and 1274.6 feet South of the North line of said W/2 NW/4; Thence South on a line parallel to and 140.5 feet East of said West line a distance of 627.3 feet; Thence South 28 degrees 43 minutes West a distance of 293.8 feet to Point of Beginning.

B) A strip, piece or parcel of land lying in part of the NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said NW/4, 426.29 feet North of the Southwest corner of said NW/4; Thence North along said West line a distance of 813.94 feet; Thence North 29 degrees 31 minutes 40 seconds East a distance of 308.19 feet; Thence South a distance of 804.27 feet; Thence South 38 degrees 37 minutes 54 seconds West a distance of 50.95 feet; Thence South 28 degrees 42 minutes 47 seconds West a distance of 271.46 feet to the Point of Beginning

Council Information / Action Requested

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

ATTACHMENTS:

1. PC2025-04 CC Staff Report
2. 2025-04 MAPS (2)
3. PC2025-04 Young Properties Group Preliminary Plat
4. EVEREST LLC- DEED 1
5. EVEREST LLC- DEED 2
6. PC2025-04 Young Properties Group LLC- TAC SHEET



THE CITY OF DURANT

Office of Community Development

Date: 05/7/2025
To: City Council
Case: PC-2025-04
From: Paul Cottrell, Community Development.
Re: Preliminary Replat Phase 1.

Request: Consider a request from the Young Properties Group LLC for a replat of the property located south/southwest of S 22nd & W Mississippi. This replat is for phase 1 only. Owner wishes to build a new subdivision with approximately 128 single family homes and possibly multi-family in the future. Phase 1 will consist of 44 lots.

Current Zoning: R-3 Residential High Density.

Future Land Use: R-3 Residential High Density.

Surrounding Properties:

Direction	Zoning	Use
North	I-2	Durant School Bus Barn
West	C-2	Highway 69/75
South	A-1	Cow Pasture
East	R-3	Single Family Homes

Applicant: Young Properties Group LLC.

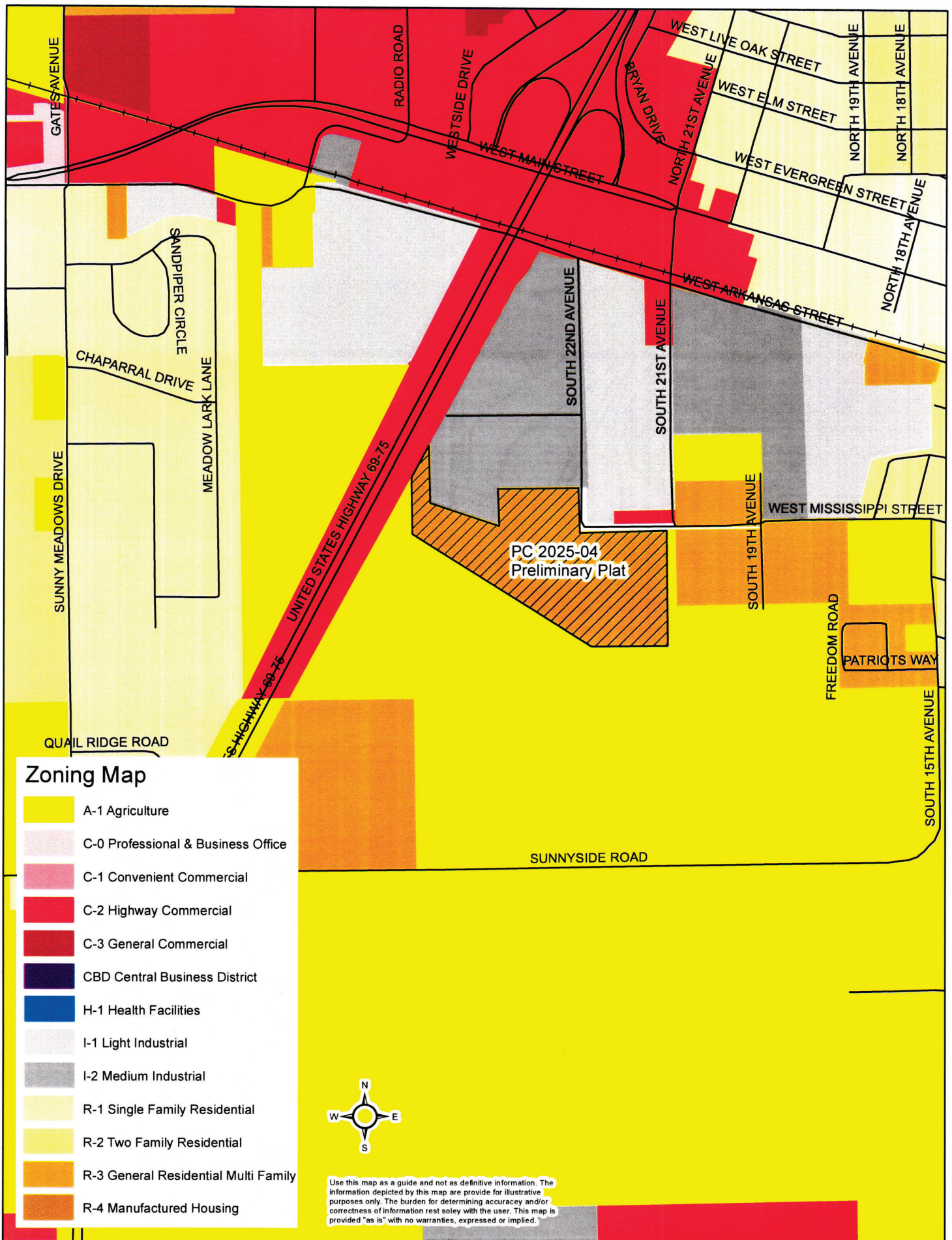
Background: Applicant approached staff with the desire to replat current property in 3 phases in order to build a single family subdivision with the possibility of constructing multi-family structures in the future.

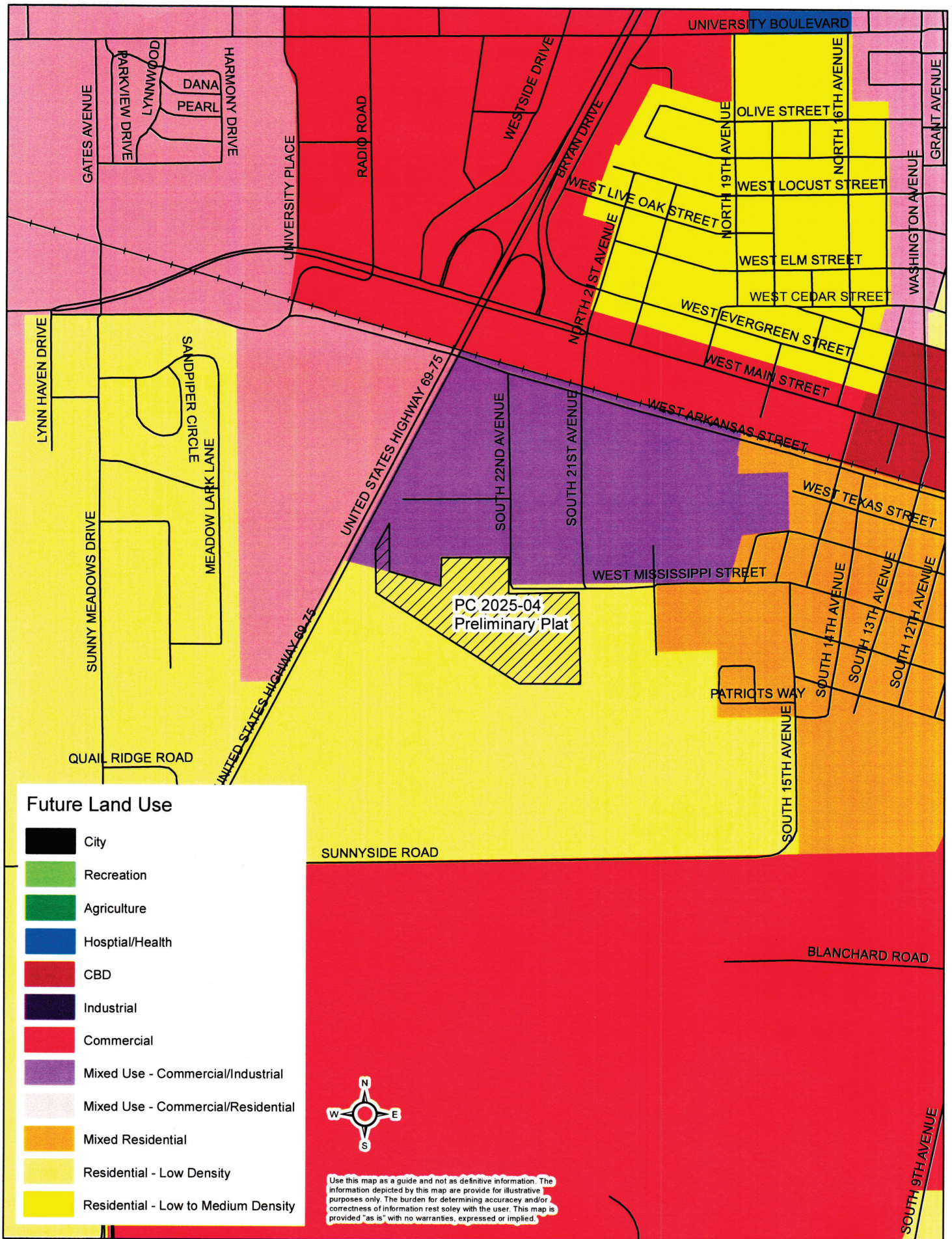
Notifications have been made to the surrounding property owners and at the time of this report staff has not received phone calls or letters of support or protest regarding this rezone request.

Analysis: All utilities have confirmed they will be able to provide services. There is a natural gas right of way running parallel to the south of the property. Applicant will not be encroaching on the right of way.

Planning Recommendation: Staff recommends approval of replat with the conditional understanding that at some point in the process there will have to be an environmental water study to show it being distributed to the right of way before the plat is finished.

Required Action: Hold a public hearing and recommend approval or denial of the rezone request for property located at S/SW of 22nd & W Mississippi. Any specific conditions imposed by the Council should be read into any approval motion.









WARRANTY DEED

I-2022-743683 Book 1594 Pg: 984
04/13/2022 1:39 pm Pg 0984-0985
Fee: \$ 20.00 Doc: \$ 165.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That JASON E. KELLY and LYNN W. KELLY, Co-Trustees of the KELLY OKLAHOMA PROPERTY TRUST, dated December 11, 2019, parties of the first part, in consideration of the sum of TEN (\$10.00) DOLLARS in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto EVEREST DEVELOPMENT, of 2408 Remuda Dr., Sherman, TX 75092, party of the second part, the following described real property and premises situated in Bryan County, State of Oklahoma, to-wit:

A part of the NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The South 590 feet of the West 225 feet of the East 295 feet thereof AND the South 100 feet of the West 365 feet thereof, all in said NW/4 NE/4 SW/4.

AND

A part of the SW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The North 300 feet of the West 590 feet thereof said SW/4 NE/4 SW/4

Less and Except all oil, gas and other minerals outstanding of record and reserving unto Grantor any oil, gas and other minerals Grantor may own.

DOCUMENTARY STAMPS: \$

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

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs, successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND DELIVERED this 8th day of April, 2022.

KELLY OKLAHOMA PROPERTY TRUST,
dated December 11, 2019

Jason E. Kelly
JASON E. KELLY, Co-Trustee

Lynn W. Kelly
LYNN W. KELLY, Co-Trustee

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 165.00

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 2022, personally appeared JASON E. KELLY, Co-Trustee of the KELLY OKLAHOMA PROPERTY TRUST, dated December 11, 2019, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

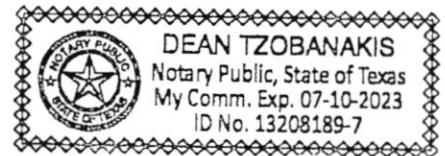
Witness my hand and Seal the day and year last above written.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7/10/23
Commission No. 13208189-7

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Tarrant



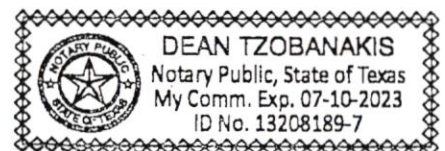
Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 2022, personally appeared LYNN W. KELLY, Co-Trustee of the KELLY OKLAHOMA PROPERTY TRUST, dated December 11, 2019, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 7/10/23
Commission No. 13208189-7

I-2022-743683 Book 1594 Pg: 985
04/13/2022 1:39 pm Pg 0984-0985
Fee: \$ 20.00 Doc: \$ 165.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma



**WARRANTY DEED
(INDIVIDUAL)**

1-2020-724725 Book 1531 Pg: 237
07/01/2020 10:31 am Pg 0237-0238
Fee: \$ 20.00 Doc: \$ 375.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That, **JOE LEE BYERS and MARY S. BYERS, husband and wife, and ROBERT EARL BYERS and RANDI BYERS, husband and wife, and LAURA ANN CANNON and JOHN H. CANNON III, wife and husband**, parties of the first part, in consideration of the sum of Ten and more (\$10.00) Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **EVEREST DEVELOPMENT, LLC, 2408 Remuda Drive, Sherman, TX 75092**, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 375.00

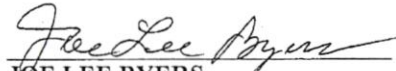
See attached Exhibit "A"

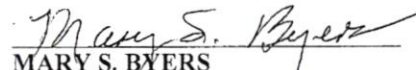
R. S. \$375.00

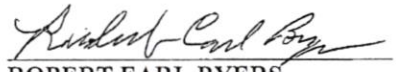
together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

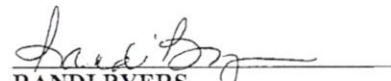
TO HAVE AND TO HOLD said described premises unto party of the second part, its heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

SIGNED AND SEALED this the 30th day of June, 2020.

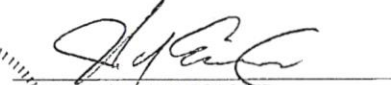

JOE LEE BYERS


MARY S. BYERS


ROBERT EARL BYERS


RANDI BYERS


LAURA ANN CANNON


JOHN H. CANNON III

STATE OF OKLAHOMA

COUNTY OF BRYAN



ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of June, 2020, personally appeared **JOE LEE BYERS and MARY S. BYERS, husband and wife, and ROBERT EARL BYERS and RANDI BYERS, husband and wife, and LAURA ANN CANNON and JOHN H. CANNON III, wife and husband**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: 4/12/2022
NOTARY PUBLIC



Presented for filing by: Bryan County Abstract Company
File No. 2020030108, Insurer: FATCO

Exhibit "A"

The NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, LESS AND EXCEPT three tracts described as follows: Tract I: The South 590 feet of the East 295 feet of said NW/4 NE/4 SW/4. Tract II: The South 100 feet of the West 365 feet of said NW/4 NE/4 SW/4. Tract III: The North 70 feet of said NW/4 NE/4 SW/4;

AND

Lot 3 and a part of Lot 2 described as beginning at the Southeast corner of Lot 2; Thence North for a distance of 277.86 feet; Thence West for a distance of 689.70 feet; Thence South for a distance of 277.86 feet; Thence East for a distance of 689.70 feet to the Point of Beginning and being situated in Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, LESS AND EXCEPT the following property previously conveyed:

A) A tract of land described as the East 77.49 feet of the South 277.92 feet of Lot 2 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.

B) A tract of land described as the East 77.49 feet of the North 70.00 feet of Lot 3 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.

AND

Beginning at a point 171.6 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East; Thence South for a distance of 2468.4 feet to the Southwest corner of Lot 2 of said Section; Thence East for a distance of 664.6 feet; Thence North 71 degrees and 56 minutes West for a distance of 521.4 feet; Thence North for a distance of 2276.4 feet to the South Right-of-Way line of the Frisco Railway; Thence following the said Right-of-Way line in a Northwesterly direction for a distance of 146.8 feet to the Point of Beginning, LESS AND EXCEPT the following property previously conveyed:

A) A strip, piece or parcel of land lying in part of the NW/4 NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the point where the South property line of the St. Louis and San Francisco Railway Company intersects the West line of said NW/4 NW/4, 171.6 feet South of the Northwest corner of said NW/4 NW/4; Thence South 72 degrees and 59 minute East along said property line a distance of 146.8 feet; Thence South a distance of 75.2 feet; Thence north 72 degrees 59 minutes West a distance of 146.8 feet to a point on the West line of said NW/4 NW/4; Thence North along said West line a distance of 75.2 feet to the Point of Beginning. ALSO LESS AND EXCEPT:

B) A tract of land situated in Lots 1 and 2 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, and more particularly described as follows, to wit: Beginning at a point 243 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, being a point of intersection of the South Right-of-Way of Arkansas Street and the West line of Lot 1; Thence South along the West line of Lots 1 and 2 a distance of 1279 feet to a point on the West Right-of-Way of U.S. Highway 69/75; Thence North 21 degrees 42 minutes East a distance of 372 feet, to a point of intersection with a line parallel to and 140 feet East of the West line of Lot 1, Section 31, Township 6 South, Range 9 East; Thence North a distance of 886 feet to a point on the South Right-of-Way line of Arkansas Street; Thence Westerly along said Right-of-Way a distance of 146.8 feet to Point of Beginning;

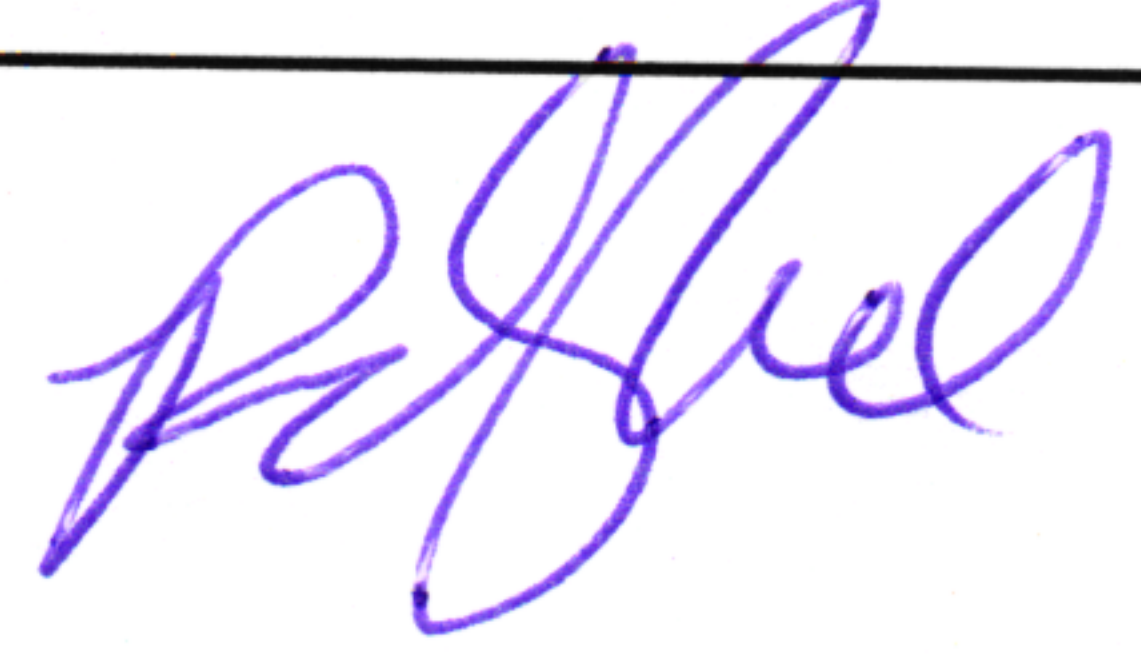
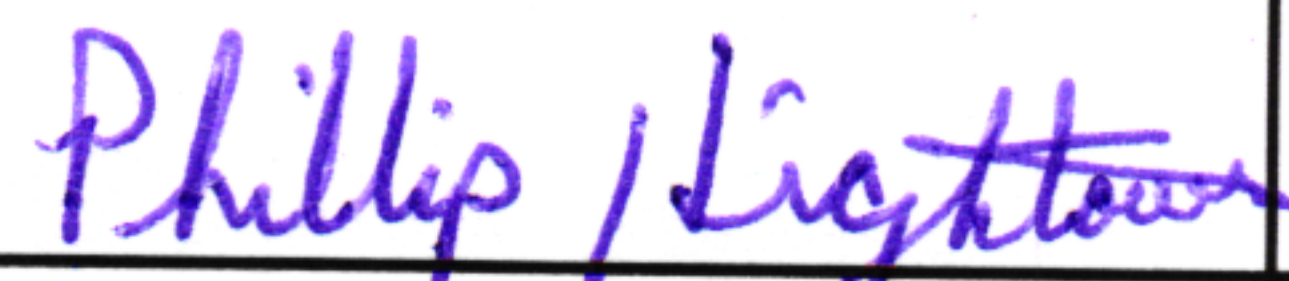
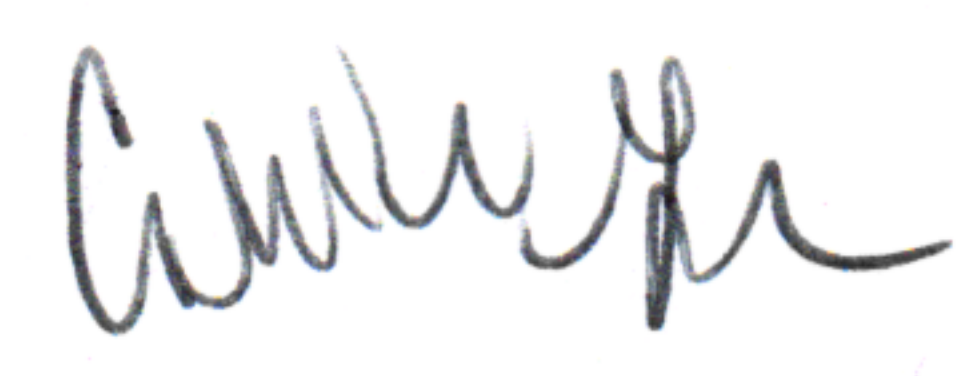
C) A strip, piece of parcel of land lying in part of the W/2 NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said W/2 NW/4 a distance of 478.6 feet North of the Southwest corner of said W/2 NW/4; Thence North along said West line a distance of 627.3 feet; Thence North 28 degrees 43 minutes East a distance of 293.8 feet to a point 140.5 feet East of the West line and 1274.6 feet South of the North line of said W/2 NW/4; Thence South on a line parallel to and 140.5 feet East of said West line a distance of 627.3 feet; Thence South 28 degrees 43 minutes West a distance of 293.8 feet to Point of Beginning.

D) A strip, piece or parcel of land lying in part of the NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said NW/4, 426.29 feet North of the Southwest corner of said NW/4; Thence North along said West line a distance of 813.94 feet; Thence North 29 degrees 31 minutes 40 seconds East a distance of 308.19 feet; Thence South a distance of 804.27 feet; Thence South 38 degrees 37 minutes 54 seconds West a distance of 50.95 feet; Thence South 28 degrees 42 minutes 47 seconds West a distance of 271.46 feet to the Point of Beginning.

COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

Preliminary Plat -Y. Kim -Everest Addition

PC 2025-04

Department	Signature	Date	Comments
Community Development Director:Paul Cottrell		4-1	No Comment
M & O: Randy Cantrell		4-1-25	No Comment
Public Works Director: Phillip Hightower		4-1-25	No Comment
Solid Waste: Jared Dillingham			
Streets Director: Tony Baeza		4/1/2025	No comment
OGE: Jeremy Mullins			
ONG: Kyle Chilton			
Building Inspector: Raven Bates		4/1/25	No Comment
Fire Marshall: Collin Gordan		4/1/25	
Address and Mapping Aaron Walkup			