

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  
AGENDA**

**February 10, 2026**

### **CALL TO ORDER**

### **INVOCATION/FLAG SALUTE**

### **ROLL CALL**

### **PRESENTATION**

- 1. Presentation of Certificate of Appreciation to Asian Gourmet**
- 2. Presentation of Certificate of Appreciation to Roma Italian Restaurant**
- 3. Presentation of Certificate of Appreciation to Proctor Construction**
- 4. Presentation of Proclamation for United Acts of Kindness Day - February 13, 2026**

### **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 January 13, 2026
- b. Consider Approval of Budget Supplements BA 26-6
- c. Consider Approval of Close and Reopen City of Durant Pooled Cash Account

#### **2. Consider Items Removed from Consent**

### 3. Information Items

- a. December 2025 Financial Reports and January 2026 Sales Tax Report

### 4. Administration

- a. Consider and Vote to Approve/Reject Publication of Notice to Request Bids to Lease Oil and Gas Interests of approximately 793.74 Acres Owned by the City of Durant and Associated Entities
- b. 1) Consider Award of Bid for University Boulevard Rehabilitation to Overland Corporation as Lowest Bid in the Amount of \$396,560.00;  
  
2) Consider Approval of Contract with Overland Corporation in the Amount of \$396,560.00 for University Boulevard Rehabilitation (C-2024-67 CC).
- c. Consider Approval of Resolution to Rename Access Road to Lake Durant as 'Little Blue Lane' (R-2026-01)
- d. Consider Approval of Purchase of Computer Software Equipment for Durant Police Department from Getac Brite in the Amount of \$80,200 to Meet Criminal Justice Information Service (CJIS) Compliance Requirements and Protect Against Cyberattacks
- e. Consider Approval of Resolution Authorizing Application for Choctaw Development Funds (R-2026-02)

### 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 18th day of November 2025 and that an agenda of said meeting was posted at the place of such meeting at 10:10 a.m. on the 6th day of February 2026.



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Cynthia J. Price, City of Durant



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** Cynthia Price, City Clerk  
**Re:** Consider Approval of Regular Meeting Minutes of January 13, 2026

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### **Council Information / Action Requested**

Approval of Regular Meeting Minutes of January 13, 2026

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

### **ATTACHMENTS:**

1. Durant City Council Minutes 01132026 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 18th day of November, 2025 and that an agenda of said meeting was posted at the place of such meeting at 2:30 p.m. on the 9th day of January, 2026.



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Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL  
January 13, 2026 AT 6:00 PM  
Roscoe J. Hatfield Council Chambers  
300 West Evergreen  
Durant, Oklahoma**

**CALL TO ORDER**

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

**INVOCATION/FLAG SALUTE**

Logan Cates, Family Minister with Durant Church of Christ, provided the invocation. Mayor Tucker led the flag salute.

**ROLL CALL**

Present:

Council Member Humphrey Miller  
Council Member Danny Sherrer  
Vice Mayor Mike Simulescu  
Mayor Martin Tucker  
City Attorney Doug Elliott  
City Manager Pam Polk  
City Clerk Cynthia J. Price

Absent:

None

**PRESENTATION**

**1. 2025 4th Quarter Employee Service Awards**

The following employees received service awards:

**5 YEARS – CERTIFICATE, PIN, \$50.00 CHECK**

Dana Trent (Senior Center)

**10 YEARS – CERTIFICATE, PIN, \$100.00 CHECK**

Tommy Fults (Fire Department)  
Jesse Makepeace (Solid Waste)  
Elizabeth Phelps (Police Department)

**15 YEARS – CERTIFICATE, PIN, \$150.00 CHECK**

Angela Mullen (Library)  
Richard Parker (Fire Department)  
Daniel Raymond (Garage)

**20 YEARS – CERTIFICATE, PIN, PLAQUE, \$200.00 CHECK**

Jared Dillingham (Solid Waste)  
Paul Ramirez (Street)

**40 YEARS – CERTIFICATE, PIN, PLAQUE, \$400.00 CHECK**

James Cross (Parks)

- 2. Recognition of the City of Durant Parks and Recreation Department for Receiving the 2025 Oklahoma Recreation and Parks Society Gold Medal Award.**
  
- 3. Presentation of Proclamation Commemorating P.E.O. International Founders Day on January 21, 2026**

The following P.E.O. Chapter Presidents appeared before council to receive the proclamation.

Priscilla Washington - Chapter DJ;  
Barbara Rackley - Chapter GV;  
Marjorie Richardson - Chapter GW.

**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 December 9, 2025
  
- b. Consider Approval of Budget Supplements BA 26-5
  
- c. Discussion, Consideration and Possible Action to Consider Adoption of the 2026 Citizen Participation Plan — Required for 2026 Community Development Block Grant (CDBG) Applications and Projects

Motion To: Approval of Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

**2. Consider Items Removed from Consent**

**3. Information Items**

- a. November 2025 Financial Reports and December 2025 Sales Tax Reports

**4. Administration**

- a. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title XV, Chapter 156 Requiring a Conditional Use Permit to Own or Operate a Detention Center Located Within the City; Providing Penalty; and Declaring an Emergency (O-2026-02)

Motion To: Approval of Ordinance O-2026-02, Section 1

Motion By: Danny Sherrer

Seconded By: Martin Tucker

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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Motion To: Approve Ordinance O-2026-02, Section 2, Emergency Clause

Motion By: Danny Sherrer

Seconded By: Martin Tucker

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Approval of Ordinance No. O-2026-01 Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency

Motion To: Approve Ordinance No. O-2026-01, Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency

Motion By: Mike Simulescu

Seconded By: Martin Tucker

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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Motion To: Approve Ordinance O-2026-01, Section 2, Emergency Clause

Motion By: Mike Simulescu

Seconded By: Martin Tucker

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- c. Consideration and Possible Approval of Final Plat Request for Property Located Near Gerlach Drive

Motion To: Approve Final Plat Request for Property Located Near Gerlach Drive

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- d. Consideration and Possible Approval of a Replat Request for Property Located Near East Cedar Street

Motion To: Approve Replat Request for Property Located Near East Cedar Street

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- e. Consideration and Possible Approval of a Conditional Use Permit for Property Located Near North 1<sup>st</sup> Avenue

Motion To: Approve Conditional Use Permit for Property Located Near North 1st Avenue

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

## **5. Public Hearings**

- a. Consideration of Naming the Access Road Leading into Lake Durant as 'Little Blue Lane' and Take Possible Action

Public Hearing Opened.

No public comment.

Public Hearing Closed.

Motion To: Approve Naming Access Road Leading into Lake Durant as 'Little Blue Lane'

Motion By: Humphrey Miller

Seconded By: Martin Tucker

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

## **6. New Business**

There was no new business.

## **ADJOURNMENT**

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** An chen Lai, Finance Director/Treasurer  
**Re:** Consider Approval of Budget Supplements BA 26-6

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- #470 Appropriate funds for Operation & Repair Expenditure
- #471 Appropriate funds for IT Fund Mid-Year Review and adjustment
- #472 Appropriate funds for CI Animal Facility Donation & Vehicle price adjustment
- #473 Appropriate funds for 1/2% Sales Tax Revenue Transfer
- #474 Appropriate funds for Library Maintenance Printer expenses
- #475 Appropriate funds for DCUA Generators Annual Maintenance Fees
- #476 Appropriate funds for Cemetery Steel Door Repair

### **Council Information / Action Requested**

Approval BA 26-6

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

### **ATTACHMENTS:**

1. BA 26-6 Budget Adjustment Register



Durant, OK

# Budget Adjustment Register Adjustment Detail

Packet: GLPKT13283 - BA 26-6 42-48

<b>Adjustment Number</b>	<b>Budget Code</b>	<b>Description</b>	<b>Adjustment Date</b>
BA0000470	FY 25/26 ORIGINAL BUDGET	BA 26-6 42 GL OPERATION ADJUST	2/10/2026

**Summary Description:**

<u>Account Number</u>	<u>Account Name</u>	<u>Adjustment Description</u>	<u>Before</u>	<u>Adjustment</u>	<u>After</u>
<a href="#">001-001-510-1100</a>	SALARIES AND WAGES	BA 26-6 42 GL OPERATION ADJUST FOR 004 PE...	668,714.64	-14,996.00	653,718.64
February:	-14,996.00				
<a href="#">001-004-510-1100</a>	SALARIES AND WAGES	BA 26-6 42 GL OPERATION ADJUST	0.00	72,000.00	72,000.00
February:	72,000.00				
<a href="#">001-004-510-1300</a>	UNEMPLOYMENT INSURANCE	BA 26-6 42 GL OPERATION ADJUST	0.00	282.00	282.00
February:	282.00				
<a href="#">001-004-510-1400</a>	FICA TAXES	BA 26-6 42 GL OPERATION ADJUST	0.00	7,384.00	7,384.00
February:	7,384.00				
<a href="#">001-004-510-1500</a>	OMRF PENSION CONTRIBUTIO...	BA 26-6 42 GL OPERATION ADJUST	0.00	7,600.00	7,600.00
February:	7,600.00				
<a href="#">001-004-510-1600</a>	LIFE & HEALTH INSURANCE	BA 26-6 42 GL OPERATION ADJUST	0.00	4,480.00	4,480.00
February:	4,480.00				
<a href="#">001-004-510-1700</a>	WORKERS' COMPENSATION EXP	BA 26-6 42 GL OPERATION ADJUST	0.00	1,800.00	1,800.00
February:	1,800.00				
<a href="#">001-004-530-3031</a>	PHONE & TELECOMMUNICATI...	BA 26-6 42 GL OPERATION ADJUST	0.00	450.00	450.00
February:	450.00				
<a href="#">001-004-530-3057</a>	CONTRACT SERVICES	BA 26-6 42 GL OPERATION ADJUST-004 PERSO...	100,000.00	-80,000.00	20,000.00
February:	-80,000.00				
<a href="#">001-004-550-5051</a>	OFFICE SUPPLIES	BA 26-6 42 GL OPERATION ADJUST	1,000.00	1,000.00	2,000.00
February:	1,000.00				
<a href="#">001-005-520-2124</a>	MEDICAL/PHYSICALS	BA 26-6 42 GL OPERATION ADJUST	8,000.00	-2,500.00	5,500.00
February:	-2,500.00				
<a href="#">001-005-550-5509</a>	OTHER EQUIP PARTS & MAINT	BA 26-6 42 GLPD DNA EQUIPMENT	7,500.00	13,000.00	20,500.00
February:	13,000.00				
<a href="#">001-005-550-5509</a>	OTHER EQUIP PARTS & MAINT	BA 26-6 42 GLPD UPGRADED MICROSOFT 12	7,500.00	80,200.00	87,700.00
February:	80,200.00				
<a href="#">001-005-550-5663</a>	VEHICLE MAINTENANCE	BA 26-6 42 GL OPERATION ADJUST	168,849.00	100,000.00	268,849.00
February:	100,000.00				
<a href="#">001-005-550-5852</a>	FUEL	BA 26-6 42 GL OPERATION ADJUST	125,000.00	-10,000.00	115,000.00
February:	-10,000.00				
<a href="#">001-005-550-5880</a>	FORENSIC EQUIPMENT	BA 26-6 42 GL OPERATION ADJUST	15,950.00	-10,000.00	5,950.00
February:	-10,000.00				
<a href="#">001-005-570-7200</a>	TRAINING AND TRAVEL	BA 26-6 42 GL OPERATION ADJUST	40,000.00	-2,500.00	37,500.00
February:	-2,500.00				
<a href="#">001-006-510-1100</a>	SALARIES AND WAGES	BA 26-6 42 GL OPERATION ADJUST	171,594.49	-50,000.00	121,594.49
February:	-50,000.00				
<a href="#">001-009-510-1100</a>	SALARIES AND WAGES	BA 26-6 42 GL OPERATION ADJUST	531,695.96	-50,000.00	481,695.96
February:	-50,000.00				
<a href="#">001-019-510-1096</a>	V,S, & H BUYBACK RESERVE	BA 26-6 42 GL OPERATION ADJUST	150,000.00	-70,200.00	79,800.00
February:	-70,200.00				
<a href="#">001-019-530-3051</a>	CONTRACT LABOR	BA 26-6 42 HAY LEASE REFUND	3,500.00	2,000.00	5,500.00
February:	2,000.00				

**Budget Adjustment Register**

**Packet: GLPKT13283 - BA 26-6 42-48**

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000471	FY 25/26 ORIGINAL BUDGET	BA 26-6 43 IT MID YEAR REVIEW	2/10/2026

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">010-020-510-1100</a>	SALARIES AND WAGES	BA 26-6 43 IT MID YEAR REVIEW	257,984.40	-12,500.00	245,484.40
February:	-12,500.00				
<a href="#">010-020-510-1202</a>	SPECIAL PAY-LEAVE & BONUS ...	BA 26-6 43 IT MID YEAR REVIEW	0.00	4,000.00	4,000.00
February:	4,000.00				
<a href="#">010-020-520-2152</a>	GIS SERVICES	BA 26-6 43 IT MID YEAR REVIEW PD MAP	0.00	6,600.00	6,600.00
February:	6,600.00				
<a href="#">010-020-530-3031</a>	PHONE & TELECOMMUNICATI...	BA 26-6 43 IT MID YEAR REVIEW	9,000.00	8,000.00	17,000.00
February:	8,000.00				
<a href="#">010-020-550-5034</a>	POSTAL METER & SUPPLIES	BA 26-6 43 IT MID YEAR REVIEW	5,700.28	500.00	6,200.28
February:	500.00				
<a href="#">010-020-550-5650</a>	SOFTWARE/SERVER MAINT	BA 26-6 43 IT MID YEAR REVIEW PD MAP	104,270.00	-6,600.00	97,670.00
February:	-6,600.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000472	FY 25/26 ORIGINAL BUDGET	BA 26-6 44 CI ANIMAL SHELTER DONATION	2/10/2026

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">015-000-361-9900</a>	PRIVATE DONATION	BA 26-6 44 CI ANIMAL SHELTER DONATION 01...	-1,536.00	-825.00	-2,361.00
February:	-825.00				
<a href="#">015-006-530-3406</a>	ANIMAL CONTROL FACILITY	BA 26-6 44 CI ANIMAL SHELTER DONATION	1,158,544.00	825.00	1,159,369.00
February:	825.00				
<a href="#">015-014-560-6310</a>	VEHICLE/EQUIP	BA 26-6 44 CI CD VEHICLE PRICE ADJUST	27,400.00	204.00	27,604.00
February:	204.00				
<a href="#">015-016-560-6205</a>	PAVING & MAINTENANCE	BA 26-6 44 CI CD VEHICLE PRICE ADJUST	52,850.00	-204.00	52,646.00
February:	-204.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000473	FY 25/26 ORIGINAL BUDGET	BA 26-6 45 ADJUST FUND 210 1/2% ST SALES REV	2/10/2026

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">210-000-361-1000</a>	INTEREST EARNED	BA 26-6 45 ADJUST FUND 210 1/2% ST SALES R...	-5,000.00	-2,000.00	-7,000.00
February:	-2,000.00				
<a href="#">210-000-364-1160</a>	TRSF FROM 1/2% S.T. REVENUE...	BA 26-6 45 ADJUST FUND 210 1/2% ST SALES R...	-1,649,539.00	2,000.00	-1,647,539.00
February:	2,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000474	FY 25/26 ORIGINAL BUDGET	BA 26-6 46 DWRF LIBRARY IMPROVEMNTS ADJ PRINTER	2/10/2026

**Summary Description:**

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<a href="#">350-015-550-5605</a>	PENDLETON TRUST MAINT/PR...	BA 26-6 46 DWRF LIBRARY IMPROVEMNTS ADJ	362,828.16	-5,650.00	357,178.16
February:	-5,650.00				
<a href="#">350-015-560-6408</a>	IMPROVEMENTS	BA 26-6 46 DWRF LIBRARY IMPROVEMNTS ADJ...	10,701.00	5,650.00	16,351.00
February:	5,650.00				

Adjustment Number	Budget Code	Description	Adjustment Date
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**Budget Adjustment Register**

**Packet: GLPKT13283 - BA 26-6 42-48**

BA0000475      FY 25/26 ORIGINAL BUDGET      BA 26-6 47 DCUA MID-YEAR REVIEW

2/10/2026

**Summary Description:**

<u>Account Number</u>	<u>Account Name</u>	<u>Adjustment Description</u>	<u>Before</u>	<u>Adjustment</u>	<u>After</u>
<a href="#">405-000-361-1000</a> February:      -3,800.00	INTEREST EARNED	BA 26-6 47 DCUA MID-YEAR HAY LEASE REFUND	-170,000.00	-3,800.00	-173,800.00
<a href="#">405-030-550-5658</a> February:      30,000.00	BUILDING & MAINTENANCE	BA 26-6 47 DCUA MID-YEAR GENERATORS AN...	10,000.00	30,000.00	40,000.00
<a href="#">405-030-570-7400</a> February:      -30,000.00	CONTINGENCY RESERVE	BA 26-6 47 DCUA MID-YEAR GENERATOR MAI...	900,000.00	-30,000.00	870,000.00
<a href="#">405-031-530-3051</a> February:      3,800.00	CONTRACT LABOR	BA 26-6 47 DCUA MID-YEAR LAKE HAY LEASE R...	32,500.00	3,800.00	36,300.00

<u>Adjustment Number</u>	<u>Budget Code</u>	<u>Description</u>	<u>Adjustment Date</u>
BA0000476	FY 25/26 ORIGINAL BUDGET	BA 26-6-48 CEMETERY STEEL DOOR REPLACE	2/10/2026

**Summary Description:**

<u>Account Number</u>	<u>Account Name</u>	<u>Adjustment Description</u>	<u>Before</u>	<u>Adjustment</u>	<u>After</u>
<a href="#">610-050-550-5658</a> February:      500.00	BUILDING AND MAINTENANCE	BA 26-6-48 CEMETERY STEEL DOOR REPLACE	1,600.00	500.00	2,100.00
<a href="#">610-050-570-7050</a> February:      -500.00	PRE-PAID DISTRIBUT TO GRVE ...	BA 26-6-48 CEMETERY STEEL DOOR REPLACE	1,500.00	-500.00	1,000.00

**Budget Code Summary**

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
26	FY 25/26 ORIGINAL BUDGET	<a href="#">001-001-510-1100</a>	SALARIES AND WAGES	668,714.64	-14,996.00	653,718.64
		<a href="#">001-004-510-1100</a>	SALARIES AND WAGES	0.00	72,000.00	72,000.00
		<a href="#">001-004-510-1300</a>	UNEMPLOYMENT INSURANCE	0.00	282.00	282.00
		<a href="#">001-004-510-1400</a>	FICA TAXES	0.00	7,384.00	7,384.00
		<a href="#">001-004-510-1500</a>	OMRF PENSION CONTRIBUTIONS	0.00	7,600.00	7,600.00
		<a href="#">001-004-510-1600</a>	LIFE & HEALTH INSURANCE	0.00	4,480.00	4,480.00
		<a href="#">001-004-510-1700</a>	WORKERS' COMPENSATION EXP	0.00	1,800.00	1,800.00
		<a href="#">001-004-530-3031</a>	PHONE & TELECOMMUNICATION	0.00	450.00	450.00
		<a href="#">001-004-530-3057</a>	CONTRACT SERVICES	100,000.00	-80,000.00	20,000.00
		<a href="#">001-004-550-5051</a>	OFFICE SUPPLIES	1,000.00	1,000.00	2,000.00
		<a href="#">001-005-520-2124</a>	MEDICAL/PHYSICALS	8,000.00	-2,500.00	5,500.00
		<a href="#">001-005-550-5509</a>	OTHER EQUIP PARTS & MAINT	7,500.00	93,200.00	100,700.00
		<a href="#">001-005-550-5663</a>	VEHICLE MAINTENANCE	168,849.00	100,000.00	268,849.00
		<a href="#">001-005-550-5852</a>	FUEL	125,000.00	-10,000.00	115,000.00
		<a href="#">001-005-550-5880</a>	FORENSIC EQUIPMENT	15,950.00	-10,000.00	5,950.00
		<a href="#">001-005-570-7200</a>	TRAINING AND TRAVEL	40,000.00	-2,500.00	37,500.00
		<a href="#">001-006-510-1100</a>	SALARIES AND WAGES	171,594.49	-50,000.00	121,594.49
		<a href="#">001-009-510-1100</a>	SALARIES AND WAGES	531,695.96	-50,000.00	481,695.96
		<a href="#">001-019-510-1096</a>	V,S, & H BUYBACK RESERVE	150,000.00	-70,200.00	79,800.00
		<a href="#">001-019-530-3051</a>	CONTRACT LABOR	3,500.00	2,000.00	5,500.00
		<a href="#">010-020-510-1100</a>	SALARIES AND WAGES	257,984.40	-12,500.00	245,484.40
		<a href="#">010-020-510-1202</a>	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	4,000.00	4,000.00
		<a href="#">010-020-520-2152</a>	GIS SERVICES	0.00	6,600.00	6,600.00
		<a href="#">010-020-530-3031</a>	PHONE & TELECOMMUNICATION	9,000.00	8,000.00	17,000.00
		<a href="#">010-020-550-5034</a>	POSTAL METER & SUPPLIES	5,700.28	500.00	6,200.28
		<a href="#">010-020-550-5650</a>	SOFTWARE/SERVER MAINT	104,270.00	-6,600.00	97,670.00
		<a href="#">015-000-361-9900</a>	PRIVATE DONATION	-1,536.00	-825.00	-2,361.00
		<a href="#">015-006-530-3406</a>	ANIMAL CONTROL FACILITY	1,158,544.00	825.00	1,159,369.00
		<a href="#">015-014-560-6310</a>	VEHICLE/EQUIP	27,400.00	204.00	27,604.00
		<a href="#">015-016-560-6205</a>	PAVING & MAINTENANCE	52,850.00	-204.00	52,646.00
		<a href="#">210-000-361-1000</a>	INTEREST EARNED	-5,000.00	-2,000.00	-7,000.00
		<a href="#">210-000-364-1160</a>	TRSF FROM 1/2% S.T. REVENUE (1...	-1,649,539.00	2,000.00	-1,647,539.00
		<a href="#">350-015-550-5605</a>	PENDLETON TRUST MAINT/PROJ.	362,828.16	-5,650.00	357,178.16
		<a href="#">350-015-560-6408</a>	IMPROVEMENTS	10,701.00	5,650.00	16,351.00
		<a href="#">405-000-361-1000</a>	INTEREST EARNED	-170,000.00	-3,800.00	-173,800.00
		<a href="#">405-030-550-5658</a>	BUILDING & MAINTENANCE	10,000.00	30,000.00	40,000.00
		<a href="#">405-030-570-7400</a>	CONTINGENCY RESERVE	900,000.00	-30,000.00	870,000.00
		<a href="#">405-031-530-3051</a>	CONTRACT LABOR	32,500.00	3,800.00	36,300.00
		<a href="#">610-050-550-5658</a>	BUILDING AND MAINTENANCE	1,600.00	500.00	2,100.00
		<a href="#">610-050-570-7050</a>	PRE-PAID DISTRIBUT TO GRVE SRV	1,500.00	-500.00	1,000.00
			<b>26 Total:</b>	<b>3,100,606.93</b>	<b>0.00</b>	<b>3,100,606.93</b>
			<b>Grand Total:</b>	<b>3,100,606.93</b>	<b>0.00</b>	<b>3,100,606.93</b>

**Fund Summary**

Fund	Before	Adjustment	After
Budget Code:26 - FY 25/26 ORIGINAL BUDGET Fiscal: 2025-2026			
001	1,991,804.09	0.00	1,991,804.09
010	376,954.68	0.00	376,954.68
015	1,237,258.00	0.00	1,237,258.00
210	-1,654,539.00	0.00	-1,654,539.00
350	373,529.16	0.00	373,529.16
405	772,500.00	0.00	772,500.00
610	3,100.00	0.00	3,100.00
<b>Budget Code 26 Total:</b>	<b>3,100,606.93</b>	<b>0.00</b>	<b>3,100,606.93</b>
<b>Grand Total:</b>	<b>3,100,606.93</b>	<b>0.00</b>	<b>3,100,606.93</b>



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** An chen Lai, Finance Director/Treasurer  
**Re:** Consider Approval of Close and Reopen City of Durant Pooled Cash Account

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Considering recent cybersecurity incidents, the First Texoma National Bank has recommended that City of Durant close the Pooled cash checking account and open a new Pooled cash checking account to mitigate potential risk.

To ensure continuity and security in banking transactions, the city will designate two (2) authorized signers and one (1) backup signer on all city checking accounts.

It is recommended that the City Treasurer and the City Clerk serve as the two primary authorized signers, with the City Manager designated as the third, backup signer on the bank signature cards.

### **Council Information / Action Requested**

Approve closing the current City Pooled Cash Checking Account and opening a new Pooled cash checking account  
Approve two primary signers and one backup signer to be added to all the city checking accounts.

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

### **ATTACHMENTS:**



# The City of Durant

## [AGENDA\_ITEM\_DEPARTMENT]

### Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** An chen Lai, Finance Director/Treasurer  
**Re:** December 2025 Financial Reports and January 2026 Sales Tax Report

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December 2025  
General Fund (001) Report  
Capital Improvements Fund (015) Report  
DCUA (405) Report  
AND  
January 2026  
Sales Tax Breakdown  
1% Sales Tax 10-Year Sheet  
2% Sales Tax Budget VS Actual

**Council Information / Action Requested**  
Information Only

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

**ATTACHMENTS:**

1. Dec. 2025 General Fund (001) Report
2. Dec. 2025 CI Fund (015) Report
3. Dec. 2025 DCUA Fund (405) Report
4. January 2026 Sales Tax Breakdown
5. January 2026 1% Sales Tax 10-Year Report
6. January 2026 2% Sales Tax Budget VS Actual Report

**CITY OF DURANT, OKLAHOMA  
GENERAL FUND-UNAUDITED**

**Monthly Revenue and Expense Report  
DECEMBER 2025- 50.00% OF FISCAL YEAR LAPSED**

Revenue Type:	This Period	Year-To-Date	Current FY 25-26 Budget	% of Budget YTD
SALES TAX REVENUE (2%)	846,433	5,116,483	10,032,980	51.00%
CITY USE TAX	383,429	1,637,621	2,529,805	64.73%
ALCOHOLIC BEVERAGE TAX	16,461	109,562	218,000	50.26%
TOBACCO EXCISE TAX	10,874	68,433	150,000	45.62%
TELEPHONE FRANCHISE TAX (2%)	9	9,629	30,000	32.10%
ELECTRIC FRANCHISE TAX (3%)	91,237	771,601	1,000,000	77.16%
NATURAL GAS FRANCHISE TAX (2%)	5,685	30,813	200,000	15.41%
CABLE TV SERVICE FRANCHISE TAX	0	9,448	70,000	13.50%
VEHICLE TAX	13,052	69,766	140,000	49.83%
GASOLINE EXCISE TAX	3,169	33,194	35,000	94.84%
LICENSES - All Types	3,560	34,350	51,500	66.70%
PERMITS- All Tpyes	0	124,637	306,000	40.73%
SWIMMING POOL REVENUE	0	34,671	71,000	48.83%
LIBRARY CAFÉ REVENUE	278	1,498	2,500	59.91%
PARKS & REC. FACILITY RENT REV	0	300	10,500	2.86%
CHARGE FOR SERVICES	92	19,580	46,000	42.57%
POLICE BONDS & FINES	33,408	235,803	765,000	30.82%
INTEREST EARNED	35,388	284,495	320,902	88.65%
GRANT REVENUES	11,076	35,129	69,862	50.28%
MISCELLANEOUS REVENUES	25,926	194,148	197,562	98.27%
<b>Sub-Total Revenues</b>	<b>1,480,076</b>	<b>8,821,159</b>	<b>16,246,611</b>	<b>54.30%</b>
TRANS FROM EMP INSURANCE 005	0	0	31,200	0.00%
TRSF FROM UTILTIY AUTHORITY	350,000	2,100,000	4,200,000	50.00%
	<b>350,000</b>	<b>2,100,000</b>	<b>4,231,200</b>	<b>49.63%</b>
USE OF FUND BALANCE	0	0	3,393,064	
<b>Total Reveunes &amp; Other Financing Sources</b>	<b>1,830,076</b>	<b>10,921,159</b>	<b>23,870,875</b>	<b>45.75%</b>

DEPARTMENT EXPENSES:	This Period	Year-To-Date	Current FY 25-26 Budget	% of Budget YTD
CITY ADMINISTRATION	56,748	374,044	1,027,591	36.40%
CITY CLERK	11,777	75,231	152,342	49.38%
CITY TREASURER	47,787	283,075	558,320	50.70%
LEGAL SERVICES-ATTORNEY	8,774	34,702	101,000	34.36%
POLICE - LAW ENFORCEME	492,087	3,436,977	7,174,600	47.90%
ANIMAL CONTROL	19,907	118,301	304,946	38.79%
FIRE DEPARTMENT	390,497	2,585,258	5,987,068	43.18%
PARKS & GENERAL SERVICES	65,262	437,166	1,158,026	37.75%
SWIMMING POOL	1,420	95,510	289,166	33.03%
MUNICIPAL COURT	10,629	109,026	172,597	63.17%
COMMUNITY DEVELOPMENT	33,998	282,220	762,643	37.01%
LIBRARY	52,593	355,199	709,721	50.05%
STREET	86,476	673,671	1,800,206	37.42%
ECON. DEV. ADMINISTRATION	6,327	182,525	585,222	31.19%
CIVIL EMERGENCY MGMT.	20,792	179,662	468,110	38.38%
GENERAL GOVERNMENT	67,074	552,628	1,390,349	39.75%
CITY GARAGE	29,906	208,277	411,580	50.60%
SENIOR CITIZENS CENTER	7,639	47,413	120,859	39.23%
<b>Sub-Total Operating Expenditures</b>	<b>1,409,692</b>	<b>10,030,885</b>	<b>23,174,345</b>	<b>43.28%</b>
<b>Other Financing Uses:</b>				
TRSF TO INSURANCE CASH FUND	0	187,140	187,140	100.00%
TRSF TO CAPITAL IMPR. FUND	0	0	300	0.00%
TRSF TO DMSC FUND	22,899	137,397	274,793	50.00%
TRSF TO CEMETERY OPERATIONS	4,167	25,000	62,250	40.16%
TRSF TO I.T. SERVICE FUND	14,337	86,024	172,047	50.00%
<b>Sub-Total Transfer out</b>	<b>41,403</b>	<b>435,560</b>	<b>696,530</b>	<b>62.53%</b>
<b>Total Expenditures &amp; Other Financing Sources</b>	<b>1,451,095</b>	<b>10,466,445</b>	<b>23,870,875</b>	<b>43.85%</b>

<b>Net Gain/(Loss)- Excluding Balance Forward</b>	<b>378,981</b>	<b>454,714</b>	<b>0</b>	
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**CITY OF DURANT, OKLAHOMA  
CAPITAL IMPROVEMENTS FUND-UNAUDITED**

**Monthly Revenue and Expense Report**

**December 31, 2025**

Revenue Type:	This Period	Year-To-Date	Current FY 25-26 Budget
INTEREST EARNED	15,465	130,626	168,000
MISCELLANEOUS REVENUES	0	81,041	81,042
CCPF DONATION	0	160,600	300,000
SALE OF PROPERTY	0	0	0
FAA GRANT	90,735	487,835	469,933
PRIVATE DONATION	1,125	1,536	411
HOMELAND SECURITY GRANT	0	0	0
OPJ-BVP BULLET PROOF VEST	0	12,770	7,154
OWRB LOAN PROCEEDS	0	0	1,938,473
OEM/911 MNGMNT AUTH GRANT	0	0	0
EDA 08-01-05284 WWTP IMP 69%	0	0	0
COUNTY FIRE TAX FUND	0	0	0
<b>SUB-TOTAL REVENUE:</b>	<b>107,325</b>	<b>874,408</b>	<b>2,965,013</b>
TRANS FROM GENERAL FUND-(001)	0	0	300
TRANS FROM 1% S.T. REV. FUND-(105)	213,124	1,278,743	2,557,485
TRANS FROM AIRPORT AUTHORITY-(206)			
TRANS FROM BEAUTIFICATION FUND-(008)			
TRANS FROM UTILITY AUTHORITY (405)			
TRANS FROM UA 2020 STRN 210-052	0	0	3,902,478
TRANS FROM 2020 CWSRF 210-053	0	0	12,670,800
TRANS FROM 2023 CWSRF 210-058	0	0	22,534,500
EQUIPMENT FINANCING	0	465,000	465,000
CONTRIBUTED CAPITAL REVENUE (911 TRSF)			
<b>SUB-TOTAL TRANSFER IN:</b>	<b>213,124</b>	<b>1,743,743</b>	<b>42,130,563</b>
BALANCE FORWARD FROM FY 25(UNAUDITED)	0	0	2,794,353
<b>Total Reveunes &amp; Other Financing Sources</b>	<b>320,449</b>	<b>2,618,151</b>	<b>47,889,929</b>

DEPARTMENT EXPENSES:	This Period	Year-To-Date	Current FY 25-26 Budget
005 - POLICE - LAW ENFORCEME	0	61,714	674,385
006 - ANIMAL CONTROL	43,399	79,565	1,157,419
007 - 911 COM CENTER	0	38,231	268,000
008 - FIRE DEPARTMENT	0	803,328	886,500
009 - PARKS & GENERAL SERVICES	0	159,068	338,042
012 - SWIMMING POOL	0	14,495	51,800
014 - COMMUNITY DEVELOPMENT	0	0	27,400
016 - STREET	71,550	71,550	339,750
018 - CIVIL EMERGENCY MGMT.	0	0	107,710
019 - GENERAL GOVERNMENT	36,338	248,181	520,409
020 - INFORMATION TECHNOLOGY	0	28,665	32,590
021 - CITY GARAGE	0	128,105	213,500
023 - SENIOR CITIZENS CENTER	0	0	34,000
024 - PUBLIC WORKS ADMIN.	820	67,631	190,000
026 - WATER/SEWER LINE MAINT	189,311	697,516	2,179,031
027 - WATER TREATMENT PLANT	0	190,987	1,543,608
028 - WASTEWATER TREATMENT	0	76,532	85,000
029 - COLLECTION-SOLID WASTE	0	0	545,000
031 - LAKE DURANT	26,347	127,886	286,502
049 - DISPOSAL- SOLID WASTE	0	0	939,800
065 - EAKER FIELD AIRPORT	0	191,004	366,331
<b>SUB-TOTAL OF DEPT. EXPENDITURES:</b>	<b>367,766</b>	<b>2,984,457</b>	<b>10,786,777</b>
<b>SUB-TOTAL OF TRANSFER EXPENSES:</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL EXPENSES</b>	<b>367,766</b>	<b>2,984,457</b>	<b>10,786,777</b>
2020 U.S.S.T.R.N EXP.	0	1,513,935	3,902,478
2020 CWSFR OWRB EXP.	0	23,108	10,666,174
2023 CWSRFWWTP IMPRV.2 EXP	0	0	22,534,500
<b>TOTAL FUND EXPENDITURES</b>	<b>367,766</b>	<b>4,521,500</b>	<b>47,889,929</b>

<b>Net Gain/(Loss)- Excluding Balance Forward</b>	<b>(47,317)</b>	<b>(1,903,350)</b>	<b>0</b>
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**CITY OF DURANT, OKLAHOMA**  
**DURANT CITY UTILITY AUTHORITY-UNAUDITED**

**Monthly Revenue and Expense Report**  
**DECEMBER 31, 2025 - 50.00% OF FISCAL YEAR LAPSED**

Revenue Type:	This Period	Year-To-Date	Current FY 25-26 Budget	% of Budget YTD
LK DURANT - PERMITS, LEASES, ETC	20	6,580	15,000	43.87%
LABORATORY TEST PERFORMED	1,332	8,460	20,000	42.30%
WATER SERVICE - CITY-WIDE	296,074	2,015,937	4,000,000	50.40%
WATER SALES - RW DIST. #2	3,034	81,954	84,500	96.99%
WATER SALES - RW DIST. #5	90,534	597,763	1,100,000	54.34%
SEWER SERVICES FEES	259,769	1,668,884	3,500,000	47.68%
SEWER EXCESSIVE STRENGTH FEES	1,129	1,129	150,000	0.75%
SANITATION SERVICE FEES	298,121	1,812,436	3,800,000	47.70%
SANITATION - ROLL OFF BINS REVENUE	42,957	327,786	700,000	46.83%
SANITATION - COMPACTOR REVENUE	32,718	236,261	580,000	40.73%
SANITATION - ROLL OFF DUMPED PERMIT	11,490	49,410	35,000	141.17%
LANDFILL GATE FEES(EXCLUDING XFER ST.)	60,779	265,338	187,000	141.89%
TRANSFER STATION FEES REVENUE	26,989	142,623	240,000	59.43%
INTEREST EARNED	28,122	184,936	170,000	108.79%
AGRI. LEASE REVENUE	0	0	4,500	0.00%
LATE PAYMENT PENALTIES	8,651	49,674	120,000	41.39%
NON PAYMENT FEE	10,903	51,218	100,000	51.22%
BAD DEBT COLLECT FEES REVENUE	244	1,706	5,000	34.13%
WATER TOWER LEASE	6,830	42,777	90,000	47.53%
DCUA SERVICE INITIATION FEE	2,220	18,780	33,000	56.91%
TAP FEES: WATER & SEWER	15,836	92,149	220,000	41.89%
RECYCLABLE PRODUCTS SW DIST.	1,194	4,296	15,000	28.64%
INTEREST EARNING IN 2007 USSTRN PROJ. ACCT	550	2,582	2,500	103.27%
MISCELLANEOUS REVENUES	8,209	30,196	16,770	180.06%
2020 AIRPORT TANK PRINCIPAL PYMNT	0	21,517	21,517	100.00%
2020 AIRPORT TANK INTEREST PAYMNT	0	561	561	100.00%
TRANS FROM EMP. INSURANCE -(005)	0	0	20,800	0.00%
TRANSF FROM GENERAL FUND -(001)	0	0	0	0.00%
<b>SUB-TOTAL REVENUE:</b>	<b>1,207,704</b>	<b>7,714,953</b>	<b>15,231,148</b>	<b>50.65%</b>
USE OF FUND BALANCE	0	0	1,700,000	
<b>Total Revenues &amp; Other Financing Sources</b>	<b>1,207,704</b>	<b>7,714,953</b>	<b>16,931,148</b>	<b>50.65%</b>

DEPARTMENT EXPENSES:	This Period	Year-To-Date	Current FY 25-26 Budget	% of Budget YTD
024 - PUBLIC WORKS ADMIN.	37,626	237,629	564,427	42.10%
025 - UTILITY BILLING OFFICE	52,193	391,311	762,040	51.35%
026 - WATER/SEWER LINE MAINT	106,271	630,763	1,545,044	40.82%
027 - WATER TREATMENT PLANT	89,353	659,880	1,898,215	34.76%
028 - WASTEWATER TREATMENT	65,795	680,399	1,462,016	46.54%
029 - COLLECTION-SOLID WASTE	103,374	746,407	1,458,348	51.18%
030 - UTILITY GENERAL ADM.	4,130	196,950	745,372	26.42%
031 - LAKE DURANT	3,725	30,193	65,900	45.82%
049 - DISPOSAL- SOLID WASTE	95,427	744,274	2,036,732	36.54%
<b>SUB-TOTAL OPERATING EXPENSES:</b>	<b>557,894</b>	<b>4,317,806</b>	<b>10,538,094</b>	<b>40.97%</b>
TRSF TO INSURANCE CASH FUND	0	351,554	351,554	100.00%
TRANSFER TO GENERAL FUND	350,000	2,100,000	4,200,000	50.00%
TRANSFER TO DCUA SINKING FUND	3,458	20,750	41,500	50.00%
<b>SUB-TOTAL TRANSFER EXPENSES</b>	<b>353,458</b>	<b>2,472,304</b>	<b>4,593,054</b>	<b>53.83%</b>
<b>RESERVE</b>				
CONTINGENCY RESERVE			900,000	
RESERVE FOR LF CLOSE/PS COST			900,000	
<b>SUB-TOTAL OF RESERVE:</b>	<b>0</b>	<b>0</b>	<b>1,800,000</b>	<b>0.00%</b>
<b>DCUA FUND EXPENSES &amp; TRANSFER TOTALS:</b>	<b>353,458</b>	<b>2,472,304</b>	<b>6,393,054</b>	
<b>TOTAL DCUA EXPENSES</b>	<b>911,353</b>	<b>6,790,110</b>	<b>16,931,148</b>	<b>40.10%</b>

<b>Net Gain/(Loss)- Excluding Balance Forward</b>	<b>296,352</b>	<b>924,843</b>	<b>0</b>	
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**City of Durant, Oklahoma**  
**4.375% Sales Tax Revenue Breakdown**

**Current Month Sales Tax Revenue Detail**

1/4% Economic Development (effective 1/1/04)	\$114,579.46
1/2% Sales Tax Rev. (effective 10/1/24)	\$229,158.92
1% Capital Improvements (effective 1978, rev. 1999)	\$458,317.83
2% General Operations	\$916,635.67
5/8% DISD Improvements (effective 7/1/08)	\$286,448.64
<b>Total Sales Tax Rev. Jan. 2026@ 4-3/8%</b>	<b>\$2,005,140.52</b>

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

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	% Change	Single Month Period
<b>July</b>	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	428,333	415,327	<b>407,916</b>	-1.78%	May/June
<b>August</b>	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	445,870	432,991	<b>432,812</b>	-0.04%	June/July
<b>September</b>	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	426,408	424,939	<b>438,872</b>	3.28%	July / Aug.
<b>October</b>	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	440,473	427,244	<b>417,662</b>	-2.24%	Aug. / Sept.
<b>November</b>	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	415,755	380,235	<b>437,763</b>	15.13%	Sept. / Oct.
<b>December</b>	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101	411,863	415,785	463,979	<b>423,217</b>	-8.79%	Oct. / Nov.
<b>January</b>	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	417,692	411,939	<b>458,318</b>	<b>11.26%</b>	Nov. / Dec.
<b>February</b>	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326	422,394	419,238	<b>409,636</b>			Dec. / Jan.
<b>March</b>	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905	377,515	<b>400,450</b>			Jan. / Feb.
<b>April</b>	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036	380,313	<b>395,280</b>			Feb. / March
<b>May</b>	\$317,742	\$325,558	\$332,701	<b>331,431</b>	439,672	411,741	446,047	434,804	<b>402,989</b>			March / April.
<b>June</b>	\$298,475	<b>\$286,097</b>	\$318,281	<b>\$332,952</b>	\$428,168	\$403,495	\$413,350	\$399,706	<b>\$407,252</b>			April. / May
<b>Total</b>	<b>\$3,594,364</b>	<b>\$3,699,166</b>	<b>\$3,708,275</b>	<b>\$3,962,165</b>	<b>\$4,434,490</b>	<b>\$4,780,305</b>	<b>\$5,007,988</b>	<b>\$5,001,891</b>	<b>\$4,972,261</b>	<b>\$3,016,559</b>		8,868,979.72
<b>FY Monthly Average</b>	<b>\$299,530</b>	<b>\$308,264</b>	<b>\$309,023</b>	<b>\$330,180</b>	<b>\$369,541</b>	<b>\$398,359</b>	<b>\$417,332</b>	<b>\$416,824</b>	<b>\$414,355</b>	<b>\$430,937</b>		
<b>% change from prior yr.</b>	<b>4.77%</b>	<b>2.92%</b>	<b>0.25%</b>	<b>6.85%</b>	<b>11.92%</b>	<b>7.80%</b>	<b>4.76%</b>	<b>-0.12%</b>	<b>-0.59%</b>	<b>1.29%</b>		
<b>\$ change from prior yr.</b>	<b>\$163,515</b>	<b>\$104,802</b>	<b>\$9,109</b>	<b>\$253,889</b>	<b>391,781</b>	<b>345,815</b>	<b>227,683</b>	<b>(6,096)</b>	<b>(29,630)</b>	<b>63,937</b>		

### Current Month Sales Tax Revenue Data

1/4% Economic Development (eff)	\$114,579.46	
1/2% Sales Tax Rev. (effective 10)	\$229,158.92	
1% Capital Improvements (effectiv	\$458,317.83	
2% General Operations	\$916,635.67	Use Tax
5/8% DISD Improvements (effecti	\$286,448.64	\$51,819.40
<b>Total Sales Tax Rev. Jan. 2026 @</b>	<b>\$2,005,140.52</b>	<b>\$338,268.04</b>

\* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)

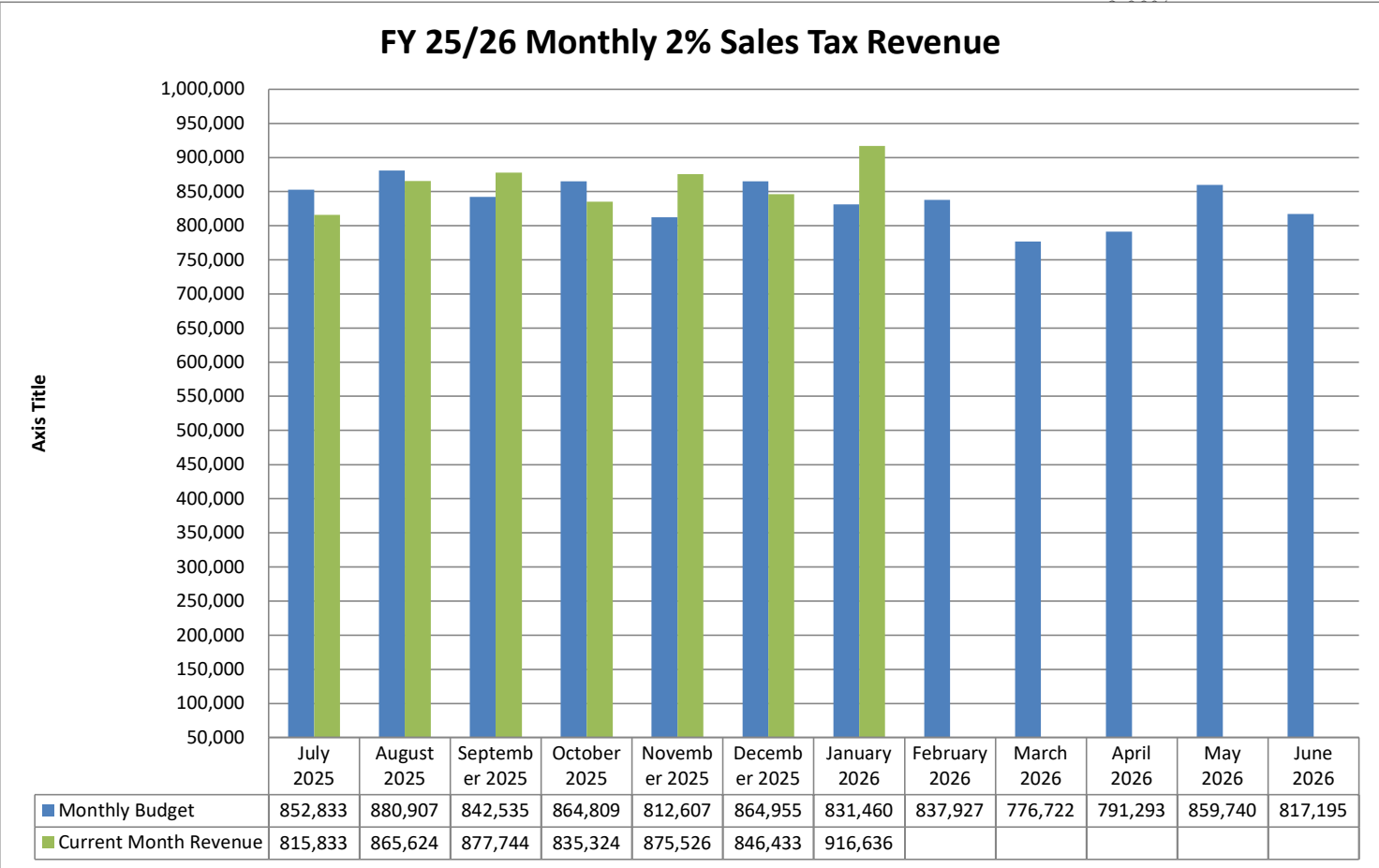
### 1% Sales Tax - Current Annual

Previous 12 - Month Period	Current 12 - Month Period	% Change
<b>\$4,968,230</b>	<b>\$5,032,167</b>	<b>1.29%</b>

# FY 25/26 2% Sales Tax Revenue Information

58.33%

	Monthly Budget	Current Month Revenue	Y-T-D Revenue	% of Budget	FY25/26 Budget	Monthly Budget Over/Under
July 2025	852,833	815,833	815,833.00	8.13%	8.50%	(36,999.53)
August 2025	880,907	865,624	1,681,456.87	16.76%	17.28%	(15,283.29)
September 2025	842,535	877,744	2,559,200.89	25.51%	25.68%	35,209.49
October 2025	864,809	835,324	3,394,524.91	33.83%	0.3430	(29,484.51)
November 2025	812,607	875,526	4,270,050.52	42.56%	42.40%	62,918.93
December 2025	864,955	846,433	5,116,483.52	51.00%	51.02%	(18,521.57)
January 2026	831,460	916,636	6,033,119.19	60.13%	59.31%	85,175.38
February 2026	837,927			0.00%	67.66%	
March 2026	776,722			0.00%	75.40%	
April 2026	791,293			0.00%	83.29%	
May 2026	859,740			0.00%	91.85%	
June 2026	817,195			0.00%	100.00%	
	10,032,980.00	6,033,119.19				83,014.90

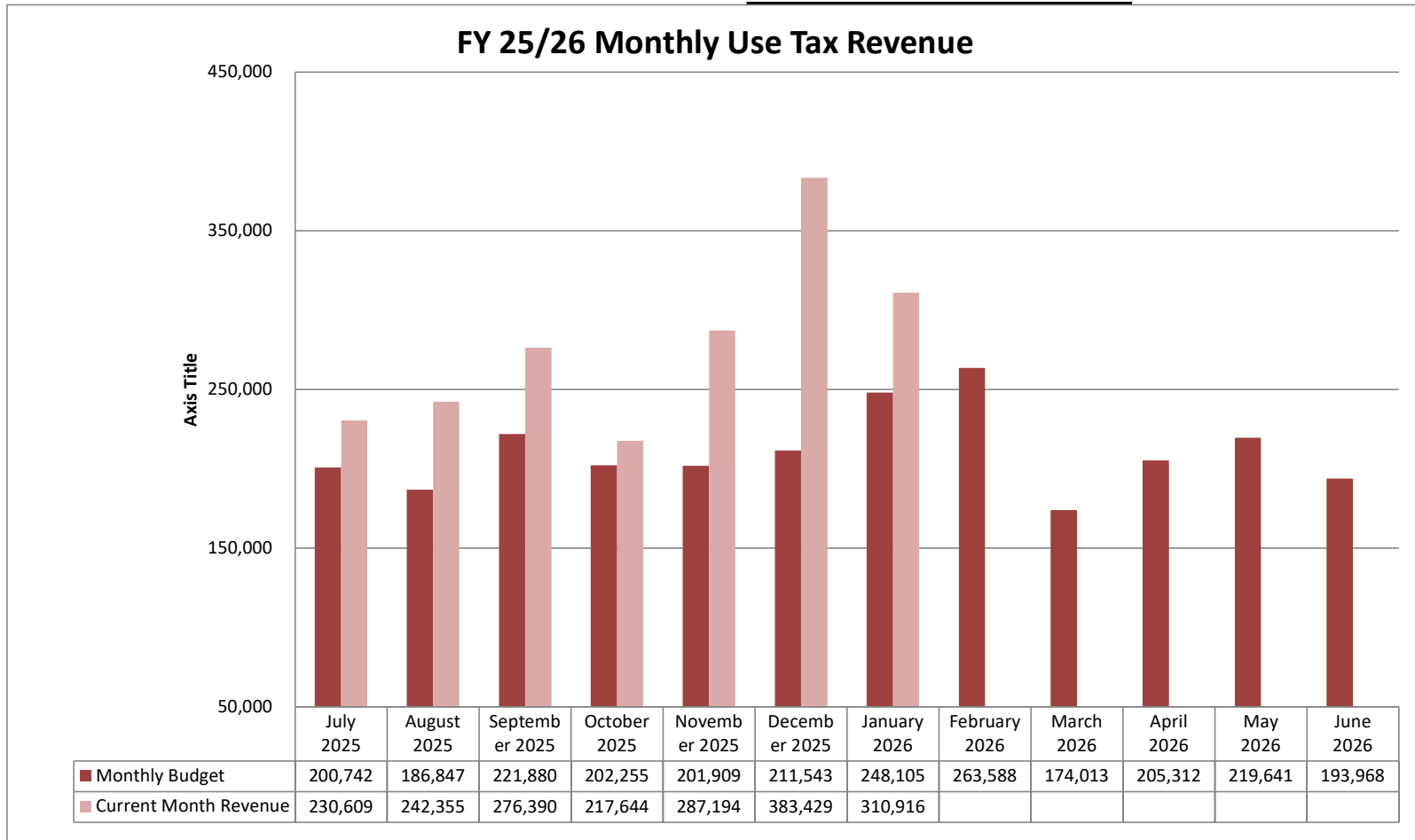


# FY 25/26 Use Tax Revenue Information

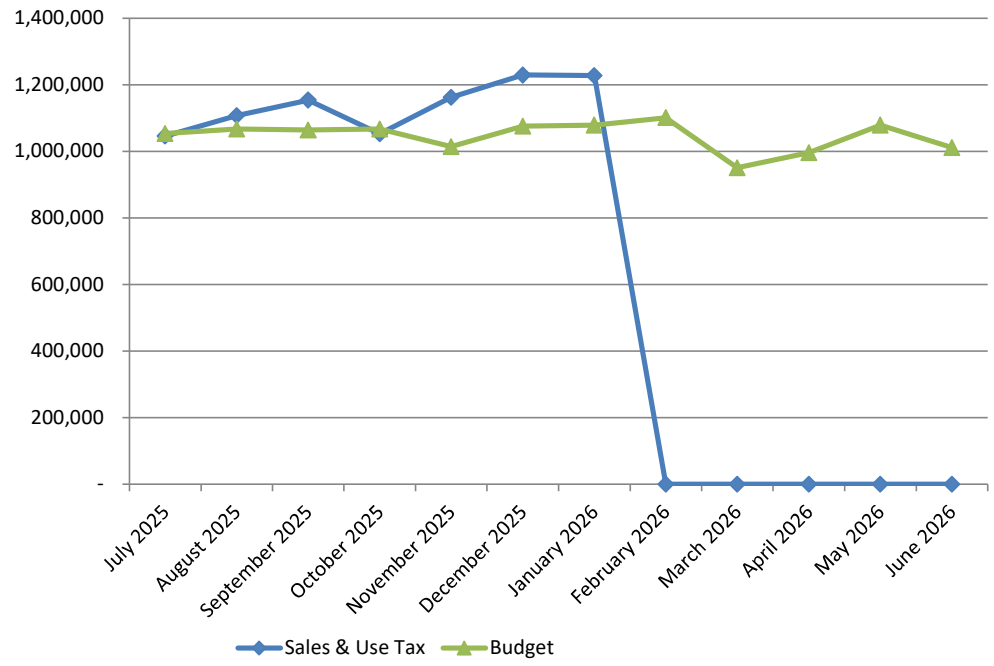
58.33%

	Monthly Budget	Current Month Revenue	Y-T-D Revenue	% of Budget	FY25/26 Budget	Monthly Budget Over/Under
July 2025	200,742	230,609	230,608.63	9.12%	7.94%	29,866.75
August 2025	186,847	242,355	472,963.30	18.70%	15.32%	55,507.31
September 2025	221,880	276,390	749,353.04	29.62%	24.09%	54,509.57
October 2025	202,255	217,644	966,997.41	38.22%	32.09%	15,389.83
November 2025	201,909	287,194	1,254,191.24	49.58%	40.07%	85,284.36
December 2025	211,543	383,429	1,637,620.67	64.73%	48.43%	171,886.41
January 2026	248,105	310,916	1,948,537.06	77.02%	58.24%	62,811.03
February 2026	263,588		1,948,537.06	77.02%	68.66%	
March 2026	174,013		1,948,537.06	77.02%	75.53%	
April 2026	205,312		1,948,537.06	77.02%	83.65%	
May 2026	219,641		1,948,537.06	77.02%	92.33%	
June 2026	193,968		1,948,537.06	77.02%	100.00%	
	<b>2,529,805.00</b>	<b>1,948,537.06</b>				<b>475,255.26</b>

Total \$ ovr Budget Sales d \$558,270.16 for GF



### FY 25/26 SALES & USE TAX VS BUDGET





# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** Doug Elliott, City Attorney  
**Re:** Consider and Vote to Approve/Reject Publication of Notice to Request Bids to Lease Oil and Gas Interests of approximately 793.74 Acres Owned by the City of Durant and Associated Entities

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### **Council Information / Action Requested**

Approve Publication of Notice to Request Bids to Lease Oil and Gas Interests of approximately 793.74 Acres Owned by the City of Durant and Associated Entities

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

### **ATTACHMENTS:**



# The City of Durant

## [AGENDA\_ITEM\_DEPARTMENT]

### Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** Phillip Hightower, Public Works Director  
**Re:** 1) Consider Award of Bid for University Boulevard Rehabilitation to Overland Corporation as Lowest Bid in the Amount of \$396,560.00;  
2) Consider Approval of Contract with Overland Corporation in the Amount of \$396,560.00 for University Boulevard Rehabilitation (C-2024-67 CC).

---

Eight vendors were sent courtesy bid packets. Of the eight vendors, three were minority/women-owned businesses as listed by the Oklahoma Department of Commerce, three were existing vendors on the City of Durant Contractor List, and two were new vendors requesting information to potentially bid. The bid was advertised for two consecutive weeks in the Durant Democrat. The bid was also advertised on the city website continuously during the open bidding period. There were two bidders. The bid tab and bids are attached.

#### **Council Information / Action Requested**

Award of Bid for University Boulevard Rehabilitation to Overland Corporation as Lowest Bid in the Amount of \$396,560.00;

Approval of Contract with Overland Corporation in the Amount of \$396,560.00 for University Boulevard Rehabilitation (C-2024-67 CC).

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

#### **ATTACHMENTS:**

1. Bid Tabulation Spreadsheet
2. Overland Corporation Bid Packet Content
3. Drake General Contractors LLC Bid Packet Content
4. 19496 CDBG-SC 24 UNIVERSITY BLVD REHAB Construction Contract

CITY OF DURANT

19496 CDBG SC UNIVERSITY BLVD. REHAB.

Friday - January 23, 2026 @ 10:00 am QUOTE TAB

UNIVERSITY REHAB. CONSTRUCTION

Bidder Information	Base Bid	Bid Proposal & Schedule	Contractor Business Relationships Affidavit	Signed Contractor Debarment Form	Unique entity ID/Sam.gov	Contractor Notarized Sworn Statement of Non-Collusion	Bid Bond	General Liability Insurance	Vendor Acknowledgement - Davis Bacon, BABA, Admendments
<b>Overland Corporation</b> P.O. BOX 1947 ARDMORE, OKLAHOMA 73402	\$ 396,560.00	X	X	X	X	X	X	X	X
<b>Drake General Contractors LLC</b> 3737 Lamar Ave, Suite 700 Paris, TX 75460	\$ 511,264.30	X	X	X	X	X	X	X	X

## INFORMATION FOR BIDDERS

Bids will be received by City of Durant (herein called the “Owner”) at 300 W. Evergreen, Durant, Oklahoma, **until 10:00 A.M., CST/CDST, on Friday the 23rd day of January 2026** and then at said office publicly opened and read aloud. Each bid must be submitted in a sealed envelope addressed to the Durant City Clerk, located at 300 W. Evergreen, Room No. 103, Durant, OK 74701. Each sealed envelope containing a bid must be plainly marked on the outside as a **“Bid for University Blvd. Rehabilitation”** and the envelope should bear on the outside the bidder’s name, address, and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at 300 W. Evergreen., Room No. 103, Durant, OK 74701.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

**All bidders must be registered as active with no exclusion in SAM.gov and must provide printed evidence from the SAM.gov system with their bid. Any bid that does not provide this will be rejected as an incomplete bid.**

All bidders will self-certify as not debarred by the USDOL. The Owner will also certify to perform a debarment review.

All bidders must provide the certification to comply with the Infrastructure Investment and Jobs Act **requiring Buy American Preference (BAP) for “all iron and steel” effective for 2023 CDBG contract awards and forward, and “specifically listed construction materials” effective for FY24 CDBG contracts and forward, and “not listed construction materials” and “manufactured products” effective for FY25 and forward used in federally assisted infrastructure projects over \$250,000 must be produced in the United States.** Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the **Build America, Buy America Act (BABA)** requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights- of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid (100,000.00 or more) must be accompanied by a **bid bond payable to the Owner for five percent (5%) of the total amount of the bid**. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and **obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder**. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted. Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

Further, all products must meet BABA requirements. Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. Engineer/Architect approval of shop drawings or samples shall include review of BABA documentation. Contractor shall certify upon completion that all work and materials have complied with BABA requirements.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submission of an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABA requirements.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc. When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids. The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

**SPECIAL NOTES TO BIDDERS:**

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the **Oklahoma Underground Facilities Damage Prevention Act, §63-142, OKIE 811**, when engaged in work within the public right-of-way in the same manner as in private right-of-way.

**BID PROPOSAL**

Proposal of Overland Corporation  
(Hereinafter called "Bidder"), organized and existing under the laws of the State of Oklahoma  
doing business as Overland Corporation \*, to **City of Durant, Oklahoma**  
(hereinafter called "Owner").

In compliance with The City of Durant's Advertisement for Bids, Bidder hereby proposes to perform  
all work for the construction of City of Durant: University Blvd.  
Rehabilitation Project

in strict accordance with the contract documents within the time set forth herein and at the price stated  
below.

By submission of this bid, each bidder certifies, and in the case of a joint bid each party certifies as  
to its own organization, that this bid has been arrived at independently, without consultation,  
communication, or agreement as to any matter relating to this bid, with any other Bidder or with any  
competitor. **Bidder is familiar with all laws and regulations that may affect cost, progress, and  
performance of the work, including BABA requirements.**

Bidder hereby agrees to commence work under this contract within **ten (10) days** of the date to be  
specified in the Notice to Proceed and to fully complete the project within **ninety (90)** consecutive  
calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of **\$1,200.00** for  
each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

No Bidder may withdraw a bid within sixty (60) days after the actual opening thereof. Each bid must  
be accompanied by a bid bond payable to Owner for five percent (5%) of the amount bid.

Bidders acknowledges receipt of the following addenda: Addendum 1 + 2

Bidder agrees to perform all the work described in the contract document for the following unit  
prices or lump sum.

**Note: Bids shall include sales tax and all other applicable taxes and fees.**

A corporation

\*Insert "a corporation", "a partnership" or "an individual", as applicable

### BID SCHEDULE

NO.	BID ITEM	UNITS	UNIT PRICE	AMOUNT	TOTAL PRICE
10	2" Cold Milling	SY	\$3. <sup>00</sup> / <sub>xx</sub>	13,500	\$40,500. <sup>00</sup> / <sub>xx</sub>
20	2" Asphalt Paving	Ton	\$130. <sup>00</sup> / <sub>xx</sub>	1,512	\$196,560. <sup>00</sup> / <sub>xx</sub>
30	Concrete Paving	SY	\$120. <sup>00</sup> / <sub>xx</sub>	650	\$78,000. <sup>00</sup> / <sub>xx</sub>
40	Curb & Gutter	LF	\$50. <sup>00</sup> / <sub>xx</sub>	250	\$12,500. <sup>00</sup> / <sub>xx</sub>
50	Striping	LSUM	\$22,000. <sup>00</sup> / <sub>xx</sub>	1	\$22,000. <sup>00</sup> / <sub>xx</sub>
60	Mobilization	LSUM	\$47,000. <sup>00</sup> / <sub>xx</sub>	1	\$47,000. <sup>00</sup> / <sub>xx</sub>
				<b>BID TOTAL:</b>	<b>\$396,560.<sup>00</sup>/<sub>xx</sub></b>

Respectfully submitted,

*Eric Heggy*

Signature

Overland Corporation

Firm Name

Eric Heggy.

Title

534 US Hwy 77 Ardmore, OK  
73401

Address

73-1452852

Employer ID

580-223-8432

Phone



[(SEAL) if bid is by a corporation]

ATTEST: *Tanner Patino*

Tanner Patino

Secretary/Witness

1/21/2026

Date

**CONTRACTOR BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF Oklahoma

COUNTY OF Carter

Eric Heggy, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further 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 effect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other 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 of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

none

(If none of the business relationships hereinabove mentioned exists, Affiant should so state.)

[Signature]  
Affiant

Subscribed and sworn to before me this 21 day of January, 2026



[Signature]  
Notary Public

My Commission Expires: 4/17/2028

**CONTRACTOR NOTARIZED SWORN STATEMENT OF NON-COLLUSION**

A notarized sworn statement shall be attached to any competitive bid process upon submittal of said bid/proposal.

STATE OF OKLAHOMA; COUNTY OF Carter

Eric Heggy, of lawful age, being first duly sworn, on oath says:

1. (S)He is the dully authorized agent of Overland Corporation, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and **the City of Durant** or employees, as well as facts pertaining to the giving or offering of things of value to **the City of Durant** or employees in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (S)He is fully aware of the facts and circumstances surrounding the makeup of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder’s direction or control has been a party:
  - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. To any collusion with **the City of Durant** or employees as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. In any discussion between bidder and **the City of Durant** employees concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Printed Name: Eric Heggy

Signature: [Handwritten Signature]

Subscribed and sworn to before me this 21 day of January, 2026.

Notary Public Deannette Phillips, SEAL

Commission expires: 4/17/2028



**BID BOND (FIVE PERCENT)**

We, the undersigned, Overland Corporation,

As Principal, and Western Surety Company and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto City of Durant, OK, as Owner, in the penal sum of Five Percent of the Total Amount of the Bid - (5% TAB) for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors, and our assigns.

Signed this 23rd day of January, 2026.

The condition of the above obligation is such that, whereas the Principal has submitted to City of Durant, OK a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for the University Blvd. Intersection Rehabilitation; CBDG Grant No.: 19496 CBDG-SC 24;

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligation of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set for the above.

Overland Corporation  
Eric Hep - Sr. VP  
Principal  
Western Surety Company and  
Liberty Mutual Insurance Company  
Surety .

By: Michael Garcia  
Michael Garcia, Attorney-in-Fact

ATTEST: (if by corporation)  
Kelly M. Coleman  
Kelly M. Coleman, Attorney-in-Fact  
(Names & Title)

Corporate Seal

# 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, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, 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 23rd day of August, 2025.



WESTERN SURETY COMPANY

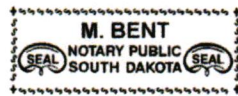
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of August, 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 January, 2026.



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](http://www.cnasurety.com) > Owner / Oblige 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: 8214058-022004

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, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

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 19th day of May, 2025.



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

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 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: [Signature]
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 January, 2026



By: [Signature]
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.

Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION  
(Must be submitted with bid proposal)

City of Durant: University Blvd. Rehabilitation

19496 CDBG-SC 24

CDBG Grantee Name (Owner) and Project Type

CDBG Project Number

**ATTENTION ALL BIDDERS:**

All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the **System for Award Management (SAM) website, [www.sam.gov](http://www.sam.gov), to determine if a potential contractor is eligible to contract on Federally Funded projects.**

**A contractor must be registered and active in the SAM.gov system before a contract award is executed.**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Overland Corporation Eric Hogg Sr. VP 1/21/26  
 Contractor Name & Title (Please Print) Date

[Signature] 1/21/26  
 Signature Date

**Unique Entity ID (UEI) Number (found in entity's SAM.gov registration)**

Oklahoma Department of Commerce  
Community Development Block Grant (CDBG) Program

BIDDER'S ACKNOWLEDGEMENT & CERTIFICATION FOR  
COMPLIANCE WITH BUILD AMERICA-BUY AMERICA (BABA)  
IRON & STEEL & SPECIFICALLY LISTED CONSTRUCTION MATERIALS 2023-2024  
(Submit with the Bid)

This is a certification that I, the bidder, Eric Heggy Sr. VP (Name and Title) of  
Overland Corporation (Company Name, Partnership, LLC, Inc., etc.)  
hereby certify and is aware that the funds appropriated or otherwise made available by the Infrastructure  
Investment and Jobs Act in effect as of May 14, 2022, and used for purchase of Iron and Steel, waived by the  
Department of Housing and Urban Development on December 14, 2022, for CDBG Project funding allocated  
after November 13, 2022, to the State of Oklahoma and for a period of five years or such shorter time period as  
HUD may announce via Notice, shall be used for a project as being at the de minimis threshold amount of

the **Iron and Steel products and Construction Materials** used in the project are produced in the United States.

The Bidder is aware that all iron and steel products and specifically listed materials used for this project must  
be produced in the United States per Section 436(a)-(f) of the Consolidated Appropriations Act, 2014, and  
incorporated into this project:

City of Durant: University Blvd. Rehabilitation (Insert Name of Project),

CDBG Project # 19496 CDBG-SC 24 (Insert CDBG Project Number), and furthermore certifies as  
follows:

1. The bidder understands the term "iron and steel products" and "specifically listed construction materials" applies to the construction, alteration, maintenance, or repair of publicly owned infrastructure.
2. The bidder understands the term "iron and steel products" refers to the following products made primarily of iron or steel, lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. **Additional information for review, including any published waivers, domestic supplier information, "Made in America", BABA FAQs, as posted on the HUD.gov website, [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)**
3. The bidder further states that this requirement applies to all portions of the project that are subcontracted.
4. This "Certification" is to be submitted by Bidder as a part of this bid and proposal.
5. Iron and steel of unknown origin are considered to have been produced or manufactured outside the United States.
6. Identification of American-produced Iron and Steel Goods (AIS) is consistent with the terms of the Owner's bid solicitation and the provisions in the bid document. Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel goods in the bid solicitation where such American-made goods are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

7. Verification of U.S. Production: The bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
8. Documentation Regarding Non-American-made Iron and Steel Goods: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following a) or b) as applicable:
  - a) Identification of and citation to a categorical waiver published by the U.S. Department of Housing and Urban Development (DHUD) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components; If the Owner/State receives a request for a waiver under this section, the Owner/State shall allow for 15 working days for review prior to a determination based on the request.
  - b) Verifiable documentation sufficient to the Owner/State, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-produced goods but has determined that such goods are not available on the bid schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
9. Information and Detailed Justification Regarding Non-American-produced Iron and Steel Goods: The Bidder certifies that for any such product or products that are not so available, the Bidder has also provided in or attached to this bid certification, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-produced iron and steel goods, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Use of American Iron and Steel with respect to such product or products.
10. If use of a noncompliant iron and/or steel product is permanently incorporated into a project, one or more of the following can occur:
  - 1) Request a waiver where appropriate;
  - 2) Require the removal of the nondomestic item;
  - 3) Payment for all or part of the project will be withheld.
11. The Bidder further agrees that, if the bid is accepted, will assist the Owner/State in amending, supplementing, or further supporting such information as required by the Owner/State to request and, as applicable, implement the terms of a waiver with respect to any such product or products.
12. Supporting Documentation of BABA Products & Materials is required as submittals to the Owner/State for compliance.

Overland Corporation

Name of Construction Company



Signature of Company Representative

1/21/26

Date

City of Durant

Name of Owner/CDBG Grantee

Signature of Authorized Official

Date

**NOTE:** OWNER signs and submits this document with the Notice of Contract Award Form in OKGrants.

# OVERLAND CORPORATION

Unique Entity ID <b>L89BQK26HBY7</b>	CAGE / NCAGE <b>0Z6Q5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jan 16, 2027</b>	
Physical Address <b>534 Us Highway 77 Ardmore, Oklahoma 73401-2085 United States</b>	Mailing Address <b>PO Box 1947 Ardmore, Oklahoma 73402 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Oklahoma 04</b>	State / Country of Incorporation <b>Oklahoma / United States</b>	URL <b>overlandcorporation.com</b>

## Registration Dates

Activation Date <b>Jan 20, 2026</b>	Submission Date <b>Jan 16, 2026</b>	Initial Registration Date <b>Feb 25, 2002</b>
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## Entity Dates

Entity Start Date <b>Feb 1, 1982</b>	Fiscal Year End Close Date <b>Sep 30</b>
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## Immediate Owner

CAGE <b>8AZS7</b>	Legal Business Name <b>CONSTRUCTION PARTNERS, INC</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to [USAspending.gov](http://USAspending.gov) for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
--	--	--

## Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments  
**Yes**

Debt Subject To Offset  
**No**

EFT Indicator  
**0000**

CAGE Code  
**0Z6Q5**

## Points of Contact

### Electronic Business

☺  
**Jonathan McAlister**

**PO Box 1947  
Ardmore, Oklahoma 73402  
United States**

Jonathan McAlister

PO Box 1947  
Ardmore, Oklahoma 73402  
United States

### Government Business

☺  
**Darren Ratajski**

**PO Box 1947  
Ardmore, Oklahoma 73402  
United States**

Jonathan McAlister

PO Box 1947  
Ardmore, Oklahoma 73402  
United States

### Past Performance

☺  
**Jonathan McAlister, CFO**

**PO Box 1947  
Ardmore, Oklahoma 73402  
United States**

Jonathan McAlister

Pobox 1947  
Ardmore, Oklahoma 73402  
United States

## Service Classifications

### NAICS Codes

Primary NAICS Codes  
**Yes 237310**  
**237990**  
**238910**  
**324121**  
**327992**

NAICS Title  
**Highway, Street, And Bridge Construction**  
**Other Heavy And Civil Engineering Construction**  
**Site Preparation Contractors**  
**Asphalt Paving Mixture And Block Manufacturing**  
**Ground Or Treated Mineral And Earth Manufacturing**

## Disaster Response

This entity does not appear in the disaster response registry.

**City of Durant: University Blvd. Rehabilitation Project**

**BID C-2024-67 University Blvd. Rehab**

**Addendum No.1**


**January 2, 2026**

**Specifications:**

- Concrete Intersections are to be replaced with concrete as the same thickness as removed.
- Mill and overlay is a 2" overlay.

**Addendum No.1 Receipt**

To acknowledge, please sign and date below. Include this document in bid package.

DATE: 1/21/26 BY: Eric Heggy   
COMPANY: Overland Corporation

**City of Durant: University Blvd. Rehabilitation Project**

**BID C-2024-67 University Blvd. Rehab**

**Addendum No.2**

**January 8, 2026**

**Specifications:**


Please Refer to the Addendum No.2 – Site Map & Striping map V1.0

**Wage Determination:**

Please Refer to Updated Exhibit B - OK20260020 Mod 0

**Addendum No.2 Receipt**

To acknowledge, please sign and date below. Include this document in bid package.

DATE: 1/21/26 BY: Eric Hagguy 

COMPANY: Overland Corporation

## INFORMATION FOR BIDDERS

Bids will be received by City of Durant (herein called the "Owner") at 300 W. Evergreen, Durant, Oklahoma, **until 10:00 A.M., CST/CDST, on Friday the 23rd day of January 2026** and then at said office publicly opened and read aloud. Each bid must be submitted in a sealed envelope addressed to the Durant City Clerk, located at 300 W. Evergreen, Room No. 103, Durant, OK 74701. Each sealed envelope containing a bid must be plainly marked on the outside as a **"Bid for University Blvd. Rehabilitation"** and the envelope should bear on the outside the bidder's name, address, and license number, if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at 300 W. Evergreen., Room No. 103, Durant, OK 74701.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

**All bidders must be registered as active with no exclusion in SAM.gov and must provide printed evidence from the SAM.gov system with their bid. Any bid that does not provide this will be rejected as an incomplete bid.**

All bidders will self-certify as not debarred by the USDOL. The Owner will also certify to perform a debarment review.

All bidders must provide the certification to comply with the Infrastructure Investment and Jobs Act **requiring Buy American Preference (BAP) for "all iron and steel" effective for 2023 CDBG contract awards and forward, and "specifically listed construction materials" effective for FY24 CDBG contracts and forward, and "not listed construction materials" and "manufactured products" effective for FY25 and forward used in federally assisted infrastructure projects over \$250,000 must be produced in the United States.** Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the **Build America, Buy America Act (BABA)** requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights- of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid (100,000.00 or more) must be accompanied by a **bid bond payable to the Owner for five percent (5%) of the total amount of the bid**. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and **obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder**. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement, and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted. Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

Further, all products must meet BABA requirements. Contractor shall include Manufacturer's Certification for BABA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABA must be included with the bid submission. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. Engineer/Architect approval of shop drawings or samples shall include review of BABA documentation. Contractor shall certify upon completion that all work and materials have complied with BABA requirements.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Installation of materials or products that are not compliant with BABA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submission of an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABA requirements.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc. When alternates are used, the low bidders will be selected by the lowest and best bid, considering all bids, which include the selected alternate bids. The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the Owner.

**SPECIAL NOTES TO BIDDERS:**

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the **Oklahoma Underground Facilities Damage Prevention Act, §63-142, OKIE 811**, when engaged in work within the public right-of-way in the same manner as in private right-of-way.

**BID PROPOSAL**

Proposal of Drake General Contractors LLC  
(Hereinafter called "Bidder"), organized and existing under the laws of the State of Texas  
doing business as Drake General Contractors LLC \*, to **City of Durant, Oklahoma**  
(hereinafter called "Owner").

In compliance with The City of Durant’s Advertisement for Bids, Bidder hereby proposes to perform  
all work for the construction of CDBG-SC Univ. Blvd project 2026

in strict accordance with the contract documents within the time set forth herein and at the price stated  
below.

By submission of this bid, each bidder certifies, and in the case of a joint bid each party certifies as  
to its own organization, that this bid has been arrived at independently, without consultation,  
communication, or agreement as to any matter relating to this bid, with any other Bidder or with any  
competitor. **Bidder is familiar with all laws and regulations that may affect cost, progress, and  
performance of the work, including BABA requirements.**

Bidder hereby agrees to commence work under this contract within **ten (10) days** of the date to be  
specified in the Notice to Proceed and to fully complete the project within **ninety (90)** consecutive  
calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of **\$1,200.00** for  
each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

No Bidder may withdraw a bid within sixty (60) days after the actual opening thereof. Each bid must  
be accompanied by a bid bond payable to Owner for five percent (5%) of the amount bid.

Bidders acknowledges receipt of the following addenda: Addenda 1 01.02.2026;  
Addenda 2 01.08.2026.

Bidder agrees to perform all the work described in the contract document for the following unit  
prices or lump sum.

**Note: Bids shall include sales tax and all other applicable taxes and fees.**

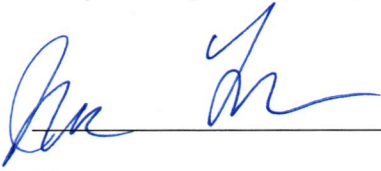
LLC

\*Insert "a corporation", "a partnership" or "an individual", as applicable

## BID SCHEDULE

NO.	BID ITEM	UNITS	UNIT PRICE	AMOUNT	TOTAL PRICE
001	Mobilization	1.00 LS	\$18,604.35		\$18,604.35
002	2" Asphalt Milling	133,975.00 SF	\$0.42		\$56,269.50
003	2" Asphalt Overlay	133,975.00 SF	\$1.87		\$250,533.25
004	R&R 7th Street intersection	3,930.00 SF	\$15.15		\$59,539.50
005	R&R 12th Street intersection	2,737.00 SF	\$15.66		42,861.42
006	R&R Curb at 9th Street	100.00 LF	\$135.48		\$13,538.00
007	Thermoplastic Striping	1.00 LS	\$58,146.04		\$58,146.04
008	Traffic control - Concrete	1.00 LS	\$5,886.12		\$5,886.12
009	Traffic control - Asphalt	1.00 LS	\$5,886.12		\$5,886.12
				<b>BID TOTAL:</b>	\$511,264.30

Respectfully submitted,



Signature

Drake General Contractors LLC

Firm Name

Project Manager

Title

3737 Lamar Ave, Suite 700, Paris TX  
75460

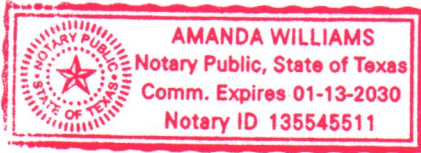
Address

FEIN - 90-1009517

Employer ID

903-784-4321

Phone



[(SEAL) if bid is by a corporation]

ATTEST:



Secretary/Witness

1/23/26

Date

**CONTRACTOR BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF Texas

COUNTY OF Lamar

Jackson Little, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further 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 effect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows:

Previously completed projects in the city of Durant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

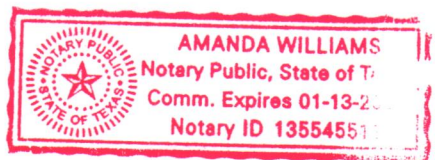
(If none of the business relationships hereinabove mentioned exists, Affiant should so state.)

[Signature]  
Affiant

Subscribed and sworn to before me this 23 day of January, 2026.

[Signature]  
Notary Public

My Commission Expires: 1/13/2030



# CONTRACTOR NOTARIZED SWORN STATEMENT OF NON-COLLUSION

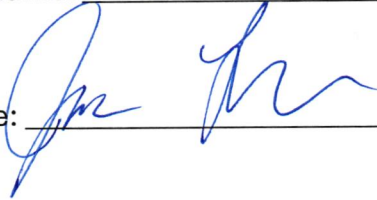
A notarized sworn statement shall be attached to any competitive bid process upon submittal of said bid/proposal.

STATE OF Texas COUNTY OF Lamar

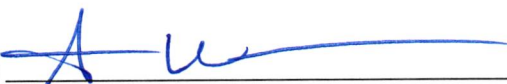
Jackson Little, of lawful age, being first duly sworn, on oath says:

1. (S)He is the dully authorized agent of Drake General Contractors LLC, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and **the City of Durant** or employees, as well as facts pertaining to the giving or offering of things of value to **the City of Durant** or employees in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (S)He is fully aware of the facts and circumstances surrounding the makeup of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. To any collusion with **the City of Durant** or employees as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. In any discussion between bidder and **the City of Durant** employees concerning exchange of money or other thing of value for special consideration in the letting of a contract.

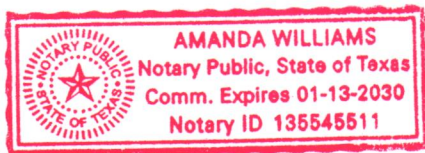
Printed Name: Jackson Little

Signature: 

Subscribed and sworn to before me this 23 day of January, 2026

Notary Public , SEAL

Commission expires: 1/13/2030



Oklahoma Department of Commerce CDBG Programs

CONTRACTOR DEBARMENT REVIEW CERTIFICATION  
(Must be submitted with bid proposal)

City of Durant: University Blvd. Rehabilitation

CDBG Grantee Name (Owner) and Project Type

19496 CDBG-SC 24

CDBG Project Number

**ATTENTION ALL BIDDERS:**

All CDBG sub-recipients (Cities, Towns, or Counties) are required to conduct debarment reviews on all services procured with CDBG funds by checking the **System for Award Management (SAM) website, [www.sam.gov](http://www.sam.gov), to determine if a potential contractor is eligible to contract on Federally Funded projects.**

**A contractor must be registered and active in the SAM.gov system before a contract award is executed.**

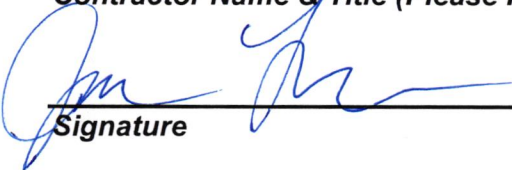
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

Certified by:

Jackson Little Project  
Contractor Name & Title (Please Print)

01-23-2026  
Date

  
Signature

01-23-2026  
Date

**Unique Entity ID (UEI) Number (found in entity's SAM.gov registration)**

Oklahoma Department of Commerce  
Community Development Block Grant (CDBG) Program

BIDDER'S ACKNOWLEDGEMENT & CERTIFICATION FOR  
COMPLIANCE WITH BUILD AMERICA-BUY AMERICA (BABA)  
IRON & STEEL & SPECIFICALLY LISTED CONSTRUCTION MATERIALS 2023-2024  
(Submit with the Bid)

This is a certification that I, the bidder, Jackson Little (Name and Title) of Drake General Contractors LLC (Company Name, Partnership, LLC, Inc., etc.) hereby certify and is aware that the funds appropriated or otherwise made available by the Infrastructure Investment and Jobs Act in effect as of May 14, 2022, and used for purchase of Iron and Steel, waived by the Department of Housing and Urban Development on December 14, 2022, for CDBG Project funding allocated after November 13, 2022, to the State of Oklahoma and for a period of five years or such shorter time period as HUD may announce via Notice, shall be used for a project as being at the de minimis threshold amount of the **Iron and Steel products and Construction Materials** used in the project are produced in the United States.

The Bidder is aware that all iron and steel products and specifically listed materials used for this project must be produced in the United States per Section 436(a)-(f) of the Consolidated Appropriations Act, 2014, and incorporated into this project:

City of Durant: University Blvd. Rehabilitation (Insert Name of Project),  
CDBG Project # 19496 CDBG-SC 24 (Insert CDBG Project Number), and furthermore certifies as follows:

1. The bidder understands the term "iron and steel products" and "specifically listed construction materials" applies to the construction, alteration, maintenance, or repair of publicly owned infrastructure.
2. The bidder understands the term "iron and steel products" refers to the following products made primarily of iron or steel, lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. **Additional information for review, including any published waivers, domestic supplier information, "Made in America", BABA FAQs, as posted on the HUD.gov website, [https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)**
3. The bidder further states that this requirement applies to all portions of the project that are subcontracted.
4. This "Certification" is to be submitted by Bidder as a part of this bid and proposal.
5. Iron and steel of unknown origin are considered to have been produced or manufactured outside the United States.
6. Identification of American-produced Iron and Steel Goods (AIS) is consistent with the terms of the Owner's bid solicitation and the provisions in the bid document. Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel goods in the bid solicitation where such American-made goods are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

7. Verification of U.S. Production: The bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
8. Documentation Regarding Non-American-made Iron and Steel Goods: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following a) or b) as applicable:
  - a) Identification of and citation to a categorical waiver published by the U.S. Department of Housing and Urban Development (DHUD) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components; If the Owner/State receives a request for a waiver under this section, the Owner/State shall allow for 15 working days for review prior to a determination based on the request.
  - b) Verifiable documentation sufficient to the Owner/State, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-produced goods but has determined that such goods are not available on the bid schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
9. Information and Detailed Justification Regarding Non-American-produced Iron and Steel Goods: The Bidder certifies that for any such product or products that are not so available, the Bidder has also provided in or attached to this bid certification, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-produced iron and steel goods, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Use of American Iron and Steel with respect to such product or products.
10. If use of a noncompliant iron and/or steel product is permanently incorporated into a project, one or more of the following can occur:
  - 1) Request a waiver where appropriate;
  - 2) Require the removal of the nondomestic item;
  - 3) Payment for all or part of the project will be withheld.
11. The Bidder further agrees that, if the bid is accepted, will assist the Owner/State in amending, supplementing, or further supporting such information as required by the Owner/State to request and, as applicable, implement the terms of a waiver with respect to any such product or products.
12. Supporting Documentation of BABA Products & Materials is required as submittals to the Owner/State for compliance.

Drake General Contractors LLC



01-23-2026

Name of Construction Company

Signature of Company Representative

Date

City of Durant

Name of Owner/CDBG Grantee

Signature of Authorized Official

Date

**NOTE:** OWNER signs and submits this document with the Notice of Contract Award Form in OKGrants.



## IMPORTANT NOTICE

### TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond  
Attn: Claims  
1500 Market Street  
West Tower, Suite 2900  
Philadelphia, PA 19102

(267)675-3057  
(267)675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance  
P O Box 149104  
Austin, TX 78714-9104

(800)252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001

**BID BOND (FIVE PERCENT)**

We, the undersigned, Drake General Contractors LLC,

As Principal, and Travelers Casualty and Surety Company of America, as

Surety, are hereby held and firmly bound unto City of Durant, OK,

as Owner, in the penal sum of Five Percent of the Greatest Amount Bid (5% GAB) for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors, and our assigns.

Signed this 23rd day of January, 2026.

The condition of the above obligation is such that, whereas the Principal has submitted to City of Durant, OK a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for the

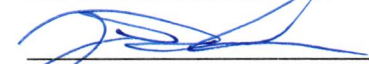
Bid CDBG-SC 24 – University Blvd Intersections;

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligation of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set for the above.

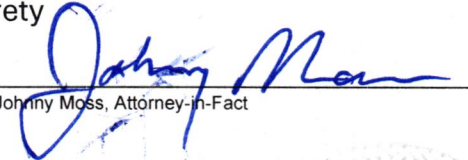
Drake General Contractors LLC



Principal

Travelers Casualty and Surety Company of America

Surety

By:   
Johnny Moss, Attorney-in-Fact

ATTEST: (if by corporation)

  
Jackson Little, PM

(Names & Title)

Corporate Seal





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Johnny Moss** of **ROCKWALL**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

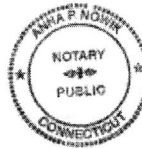
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **January**, **2026**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Contract”) is dated this 10th day of February, 2026.

## CLIENT

City of Durant, Oklahoma, 300 W. Evergreen St., Durant, OK 74701

(the “Client”)

## CONTRACTOR

Overland Corporation 534 US Highway 77, Ardmore, Oklahoma 73401

(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:

### SERVICE PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the “Services”):
  - Rehabilitation of two key intersections, Mill and Overlay of approximately 4,620 linear feet of street, and repairing of curbs as needed for the amount of \$396,560.00 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 USD (US Dollars).

### **COMPENSATION**

7. The Contractor will charge the Client a flat fee of \$396,560.00 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 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 in 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:
  - The Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - 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
  
- Overland Corporation  
534 US Highway 77, Ardmore, Oklahoma 73401

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 services 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 \$1,200.00 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 Contract 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: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Overland Corporation

Per: \_\_\_\_\_

Officer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)



# The City of Durant

[AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** Ryan Brewer, Parks and Recreation Manager  
**Re:** Consider Approval of Resolution to Rename Access Road to Lake Durant as 'Little Blue Lane' (R-2026-01)

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### **Council Information / Action Requested**

Approval of Resolution to Rename Access Road to Lake Durant as 'Little Blue Lane' (R-2026-01)

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

**ATTACHMENTS:**



# The City of Durant [AGENDA\_ITEM\_DEPARTMENT]

## Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** Jesse Petty, Police Chief  
**Re:** Consider Approval of Purchase of Computer Software Equipment for Durant Police Department from Getac Brite in the Amount of \$80,200 to Meet Criminal Justice Information Service (CJIS) Compliance Requirements and Protect Against Cyberattacks

## Executive Summary

### CJIS-Compliant Computer Replacement & Mobile Equipment Request

#### Purpose

This request seeks approval to replace outdated laptops and desktops with **Windows 11-capable computers**, along with required **in-car docking stations, power supplies, and field peripherals**, to ensure continued **CJIS compliance**, cybersecurity protection, and operational reliability.

#### What is CJIS

The **Criminal Justice Information Services (CJIS)** system is a division of the FBI responsible for managing and safeguarding sensitive criminal justice data nationwide. CJIS systems include, but are not limited to:

- Criminal history records
- Warrants and protective orders
- Arrest and booking information
- Fingerprints and biometric data
- Other law enforcement and justice-related databases to include OLETS

Any computer or system that **accesses, processes, stores, or transmits Criminal Justice Information (CJI)** must meet strict **security and technical standards** established by the FBI. These requirements apply equally to **field laptops and in-house desktop computers**.

#### Background

The department currently operates:

- **25 field-deployed laptops** used by sworn personnel to access Criminal Justice Information (CJI), all of which are **not Windows 11 compliant**
- **Additional desktop computers** throughout the department that also access or support CJIS-connected systems

In some instances, these field computers are **upwards of ten years old**, and several were **refurbished at the time they were initially issued** to officers. Industry standards indicate that the typical technology lifecycle for computers is **approximately five years**, meaning many of these devices are well beyond their expected service life.

Due to hardware limitations, these systems are restricted to **Windows 10** and cannot be upgraded to Windows 11. Windows 10 is reaching **end of life** and no longer meets modern security expectations for systems that handle sensitive criminal justice data.

## **Compliance and Security Risk**

- **Windows 10 reached end of support on October 14, 2025**, after which it will no longer receive standard security updates
- Unsupported operating systems create **known cybersecurity vulnerabilities**, increasing exposure to malware, ransomware, and unauthorized access

The **FBI CJIS Security Policy** requires that all systems accessing CJIS:

- Use **supported operating systems**
- Receive **timely security patches and updates**
- Maintain **secure configurations** to protect criminal justice information

Devices that cannot be updated or patched **cannot meet CJIS requirements**, placing the department at risk of **audit findings, corrective actions, or potential loss of CJIS access**.

## **Field Operations Requirements**

The requested replacement laptops are **not standalone items**. For safe, effective, and compliant field use, each requires:

- **In-car docking stations** for secure mounting and safe operation
- **Vehicle power supplies and adapters** for continuous operation during shifts

These components are **essential operational equipment**, ensuring officer safety, system reliability, and uninterrupted access to CJIS systems in the field.

## **Scope of Request**

This request includes:

- Replacement of **all laptops and desktops that touch CJIS** and cannot support Windows 11
- Deployment of **Windows 11–capable systems** meeting current security standards
- Procurement of **in-car docking stations, power supplies, and required peripherals** for mobile operations

## **Conclusion**

Approval of this request is necessary to:

- Maintain **CJIS compliance**
- Reduce **cybersecurity and liability risk**
- Protect **sensitive criminal justice information**

- Ensure **safe, reliable, and effective field operations**

This is a **compliance-driven and risk-mitigation request**, not a discretionary technology upgrade. Failure to replace these systems will result in continued operation on **unsupported platforms** that do not meet FBI CJIS security expectations, and create vulnerability to cyberattacks.

**Council Information / Action Requested**

Consider Approval of Purchase of Computer Software Equipment for Durant Police Department from Getac Brite in the Amount of \$80,200 to Meet Criminal Justice Information Service (CJIS) Compliance Requirements and Protect Against Cyberattacks

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

Purchasing of computers and required peripheral equipment.

**ATTACHMENTS:**

1. Executive Summary for CJIS compliance 2026
2. National Pricing-bid Getac Brite

# Executive Summary

## CJIS-Compliant Computer Replacement & Mobile Equipment Request

### Purpose

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### Background

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## Conclusion

Approval of this request is necessary to:

- Maintain **CJIS compliance**
- Reduce **cybersecurity and liability risk**
- Protect **sensitive criminal justice information**
- Ensure **safe, reliable, and effective field operations**

This is a **compliance-driven and risk-mitigation request**, not a discretionary technology upgrade. Failure to replace these systems will result in continued operation on **unsupported platforms** that do not meet FBI CJIS security expectations, and create vulnerability to cyberattacks.

**Items included in quote would be purchased under NCPA 01-170 pre-bid pricing.**

NCPA (National Cooperative Purchasing Alliance) pricing is a **nationally competed, pre-bid pricing structure** established through a cooperative purchasing agreement. Under NCPA, a lead public agency competitively solicits and awards contracts on behalf of an **aggregate of eligible entities**, including **state agencies, local governments, and educational organizations**.


Because many public entities are purchasing together under one nationally awarded contract, vendors are able to offer **discounted, volume-based pricing** that individual agencies would often not be able to obtain on their own. Participating agencies can “piggyback” on these contracts without conducting their own full competitive bid, provided their procurement policies allow cooperative purchasing.

Key characteristics of NCPA pricing:

- Nationally solicited and competitively awarded
- Based on aggregated purchasing power
- Available to state, local, and educational entities
- Meets public procurement competition requirements
- Reduces administrative time and cost
- Provides faster access to approved vendors and pricing



S410

Product Details	Qty	List	Disc	Price	Ext. Price
ST272AQ ASDXX <b>Getac S410 Rugged 14in Windows OS Laptop With 3YR Limited Warranty</b>  S410G5 - Intel Core i5-1340P Processor, 14" + Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM + TAA, 256GB PCIe SSD (main storage, user swappable), Sunlight Readable (Full HD LCD + Touchscreen + Stylus), US KBD + US Power Cord, Membrane Backlit KBD, WIFI + BT, Thunderbolt 4, 3 Year Limited Warranty	25	\$2,717.00	26.76%	\$1,990.00	\$49,750.00
GE-SVSRNF W3Y <b>Bumper to Bumper - S series Laptop (Year 1,2 &amp; 3) - Getac, Rugged (S Series), Bumper-to-Bumper Warranty, 3, Years</b>	25	\$359.00	16.44%	\$300.00	\$7,500.00
OHHGTC 619 <b>S410 - Havis, PKG-DS-GTC-619, Vehicle Dock with replication, (ex. vehicle adapter)</b>	25	\$1,190.00	36.98%	\$750.00	\$18,750.00
GAD2X8 <b>Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty (For docking station)</b>	25	\$109.99	9.08%	\$100.00	\$2,500.00
GDDSU2 <b>Getac DS100 USB-C Docking Station w/ 135W AC Adapter (US)</b>	10	\$199.99	15.00%	\$170.00	\$1,700.00
<b>Subtotal:</b>					<b>\$80,200.00</b>



# The City of Durant

## [AGENDA\_ITEM\_DEPARTMENT]

### Memorandum

**Date:** 2/10/2026  
**To:** Mayor and City Council  
**From:** Jesse Petty, Police Chief  
**Re:** Consider Approval of Resolution Authorizing Application for Choctaw Development Funds (R-2026-02)

---

- **Program Overview**

- Oklahoma Rapid DNA Investigative Lead Program administered by the Oklahoma State Bureau of Investigation (OSBI).
- Provides rapid DNA-based investigative leads, often within hours instead of months.
- Supports early suspect identification or exclusion, reduces investigative delays, and improves case efficiency in serious and time-sensitive investigations.

- **Regional Role of Durant Police Department**

- Durant Police Department identified as a regional partner to house Rapid DNA equipment for Southeast Oklahoma.
- Serves as a centralized access point for rural and resource-limited law enforcement agencies.
- Enhances regional forensic capabilities and inter-agency collaboration.

- **Proposed Partnership**

- Partnership under development with Choctaw Nation Public Safety.
- Designed as a sustainable regional model benefiting municipal, tribal, and regional partners.
- Strengthens inter-jurisdictional cooperation across Southeast Oklahoma.

- **Funding Structure**

- Proposed fifty-fifty cost-sharing partnership with the Choctaw Nation.
- Estimated cost: approximately \$12,000 annually per partner.
- Intended as a recurring yearly shared cost.

- **Value to the City and Region**

- Faster investigative leads without long laboratory backlogs.
- More efficient use of limited personnel and investigative resources.
- Expanded access to advanced forensic technology for rural agencies.
- Improved regional collaboration and public safety outcomes.

**Council Information / Action Requested**

Approval of Resolution Authorizing Application for Choctaw Development Funds (R-2026-02)

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

- **Future Funding Consideration**

- Upon approval of the Choctaw Nation funding match, the City will be requested to consider approval of the \$12,000 annual funding match to complete and execute the project.
- Projected City funding request anticipated in March or April.

**ATTACHMENTS:**

1. R-2026-02 Authorizing Application for Choctaw Development Funds UNSIGNED

**RESOLUTION NO R-2026-02**

**A RESOLUTION AUTHORIZING APPLICATION FOR  
CHOCTAW DEVELOPMENT FUNDS**

**WHEREAS**, the City of Durant wishes to apply for Choctaw Development Funds; and

**WHEREAS**, the City of Durant has identified the Rapid DNA Investigative Lead Program as a priority need in Durant and Southeast Oklahoma; and

**WHEREAS**, the City of Durant has available local in-kind, grant or monetary matching funds to fulfill its share of obligation related to this Choctaw Development Funds application should the funds be awarded; and

**WHEREAS**, the City of Durant will provide adequate funding for on-going operations and maintenance of the project should the funds be awarded; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURANT AS FOLLOWS:**

Section 1: The City of Durant demonstrates its support for the submittal application to the Choctaw Development Fund for Rapid DNA Program.

Section 2: This Resolution shall be effective following its adoption by the City Council of Durant, OK

Passed by the City Council this 10<sup>th</sup> day of February 2026.

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Martin Tucker, Mayor

ATTEST:

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Cynthia Price, City Clerk