

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

THE DURANT CITY UTILITIES AUTHORITY / DCUA

6:00 PM

**Roscoe J. Hatfield
Council Chambers, 300
West Evergreen,
Durant, Oklahoma 74701
AMENDED
AGENDA**

January 14, 2020

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of December 10, 2019
- b. Consider Approval of Revised Loan Documents and Payment Reduction on CDBG-ED Loan on Earth Bio-Fuels Project

2. Consider Items Removed from Consent

3. Information Items

- a. Landfill Information and Reports - December 2019
- b. Solid Waste Department Monthly Report - December 2019
- c. Utility Department Monthly Report - December 2019
- d. Utility Line Maintenance Report - December 2019
- e. Waste Water Treatment Plant Monthly Reports - December 2019
- f. Water Treatment Plant Monthly Reports - December 2019

4. Administration

- a. Consider Approval Of Resolution 2020-01 Establishing Procedure For Determination Of Delinquency Of Accounts Of City Of Durant Sewer And Wastewater Customers Who Are Provided Water By A Rural Water District; Directing Publication

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 4:23 p.m. on the 9th day of January, 2020. The amended agenda was posted at the place of such meeting at 2:40 p.m. on the 13th day of January, 2020.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 1/3/2020
To: Utilities Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of December 10, 2019

Council Information / Action Requested

Approval of Regular Meeting Minutes of December 10, 2019

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 12.10.2019	Exhibit	1/3/2020

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 13th day of November, 2018 and that an agenda of said meeting was posted at the place of such meeting at 10:42 a.m. on the 6th day of December, 2019.

MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY UTILITIES AUTHORITY OF December 10, 2019 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma

CALL TO ORDER

Chairman Grube called the meeting to order at 6:47 p.m.

ROLL CALL

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

Absent: None (*denotes partial attendance)

Chairman Grube declared a quorum.

1. Consent Items

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

a. Consider Approval of Regular Meeting Minutes of October 8, 2019

b. Consider Approval of Regular Meeting Minutes of November 12, 2019

Approved

Motion was made by Jerry Tomlinson and seconded by Danny Sherrer to approve consent items as presented.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

2. Consideration Items Removed from Consent

3. Information Items

- a. Landfill Information and Reports - November 2019
- b. Solid Waste Department Monthly Report - November 2019
- c. Utility Department Monthly Report - November 2019
- d. Waste Water Treatment Plant Lab Monthly Report - November 2019
- e. Water Treatment Plant Monthly Reports - November 2019

4. Administration

Adjournment

Motion was made by Mike Morris and seconded by Steve Brittingham to adjourn meeting.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 1/9/2020
To: Utilities Authority
From: Paul Buntz, Interim Director of Durant Industrial Authority
Re: Consider Approval of Revised Loan Documents and Payment Reduction on CDBG-ED Loan on Earth Bio-Fuels Project

The purpose of this CDBG-ED Loan was for the construction of an industrial access road and rail spur to support Durant Biofuels, LLC. This is the tenth consecutive year that a loan reduction has been requested and approved by the Oklahoma Department of Commerce due to the closing of Earth Bio-Fuels.

The Durant Industrial Authority Board approved the revised loan documents and payment reduction at their regular scheduled meeting on December 9, 2019.

Council Information / Action Requested

Approval of revised loan documents and payment reduction on CDBG-ED Loan on Earth Bio-Fuels Project.

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

ATTACHMENTS:

Description	Type	Upload Date
Letter from Oklahoma Department of Commerce	Exhibit	1/9/2020
10th Amended CDBG-EDIF Loan Agreement	Exhibit	1/9/2020
10th Amended CDBG Promissory Note	Exhibit	1/9/2020
Revised Amortization Schedule	Exhibit	1/9/2020



OKLAHOMA

DEPARTMENT of COMMERCE

900 N. Stiles Avenue
Oklahoma City, OK 73104, USA
405-815-6552 | Toll Free 800-879-6552
OKCOMMERCE.GOV

December 9, 2019

Oden Grube, Mayor
City of Durant
P. O. Box 578
Durant, OK 74702-0578

RE: CDBG-EDIF Loan/Contract No. 12101 CDBG ED 05

Dear Mayor Grube:

Paul Buntz, Interim Executive Director of the Durant Industrial Authority has requested on behalf of the City of Durant to continue the reduction in the City of Durant's CDBG-ED monthly loan payment from \$1,666.67 to \$354.17 due to the closing of the Earth Bio-Fuels for an additional twelve months. This loan extension request has been approved. The outstanding loan balance through November 30, 2019 totals \$283,416.15. Therefore, the promissory note will be amended to reflect the current loan amount of \$283,416.15. The term of the note will be One Hundred Eighty (180) total payments. The first Twelve (12) payments will be \$354.17 per month beginning December 1, 2019; the next One Hundred Sixty-seven (167) payments will be \$1,666.67 per month beginning December 1, 2020 and One (1) final payment totaling \$832.22 due on November 1, 2034.

Enclosed, please find a Tenth Amended Promissory Note and Loan Agreement. Please execute these documents and return the original documents to myself at the Oklahoma Department of Commerce/Community Development. Also enclosed, is an amortization schedule reflecting the new start payment date, payment amount, and maturity date.

Should you have any questions, please do not hesitate to contact me at 405-815-5363 or by e-mail at Karen.Adair@okcommerce.gov.

Sincerely,

Karen Adair
Senior Economic Development Finance Specialist
Community Development

Enclosures

c: Durant City Utilities Authority
Durant Industrial Authority

Tenth Amended: CDBG-EDIF LOAN AGREEMENT Date of Agreement: _____

Borrower Name and Address: Durant City Utilities Authority P. O. Box 578 Durant, Oklahoma 74702	Lender Name and Address: Durant Industrial Authority 215 North 4th Durant, Oklahoma 74702
State of Incorporation: Oklahoma	

The undersigned Borrower, with principal office, place of record-keeping, and mailing address as shown above, hereby applies to the Lender for the following described loan and/or extension of credit, for the specific purpose of completing a certain Community Development Block Grant Project hereinafter referred to as Project:

Original Loan of \$400,000 for the construction of an industrial access road and rail spur to support Durant Biofuels, LLC.

- 1) Amended October, 2010 to reflect a loan amount of \$323,333.18**
- 2) Amended November, 2011 to reflect a loan amount of \$317,416.47**
- 3) Amended November, 2012 to reflect a loan amount of \$313,166.43**
- 4) Amended November, 2013 to reflect a loan amount of \$308,916.39**
- 5) Amended November, 2014 to reflect a loan amount of \$304,666.35**
- 6) Amended November, 2015 to reflect a loan amount of \$300,416.31**
- 7) Amended November, 2016 to reflect a loan amount of \$296,166.27**
- 8) Amended November, 2017 to reflect a loan amount of \$291,916.23**
- 9) Amended November, 2018 to reflect a loan amount of \$287,666.19**
- 10) Amended November, 2019 to reflect a loan amount of \$283,416.15**

In consideration of Lender making such loan and/or credit extensions, or any part thereof, the Borrower agrees with the Lender as follows:

I. Representations and Warranties: The Borrower represents and warrants to Lender that:

1. Borrower is duly organized, existing and in good standing under the laws of the state indicated above:
2. The borrowing hereunder and the execution, delivery and performance by Borrower of this Agreement, any promissory note payable to holder or its order, or any other agreements contemplated in connection herewith have been duly authorized by all necessary action of Borrower and are not in contravention of any law, rule or regulation or of the terms of the Borrower's Articles of Incorporation (or Partnership) or Bylaws, or of any agreement or instrument to which Borrower is a party or by which Borrower may be bound:
3. All balance sheets, income statements, or other financial information and other representations which may have been or may be hereafter furnished to Lender fairly represent

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 1 of 10

Contract No. 12101 CDBG ED 05

the financial condition of Borrower as of the date and for the period shown, have been prepared in conformity with generally accepted accounting principles applied on a basis consistent with that of previous such statements and include all of the Borrower's contingent liabilities; all other reports, information, papers, documents, and data furnished to Lender are or shall be at the time furnished accurate and correct in all material respects and complete insofar as completeness may be necessary to provide Lender a true and accurate knowledge of the subject matter; there has been no material change in the financial condition of the Borrower since the effective date of the last furnished financial information which has not been reported to the Lender in writing;

4. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, or any of its officers, or the Guarantors which, if adversely determined, would materially adversely affect the Borrower, the Guarantors, or the Project, or materially impair the ability of the Borrower or the Guarantors to carry on their businesses substantially as now conducted.

5. None of Borrower's assets is subject to any lien, security interest, or other encumbrance except as has been disclosed in writing to Lender;

6. Proceeds of loans and extensions of credit arising hereunder will be used only for the purposes shown below:

Proceeds of the loan will be used for the construction of an industrial access road and rail spur to support Durant Biofuels, LLC.

7. The Borrower shall not use, or permit the Guarantors, any partner of the Borrower, any related person, association or entity to use, any funds advanced to the Borrower under this Agreement to (i) defray living expenses, (ii) anticipate profit, (iii) defray any other item not directly connected with the completion costs of the Project, including but not limited to the acquisition of automobiles for the personal use of principals of the Borrower or employees, country club or social organization fees and dues not required to fulfill the project regardless of claims to marketing benefit derived thereof; (iv) salaries or any form of remuneration to individuals not actively engaged in the conduct of the business as the source of their livelihood, with time expended in the business to be commensurate with the salary or remuneration;

8. The Borrower has good and marketable fee simple title to all assets pledged as collateral, free from all liens and encumbrances, except those items of record which have been approved in writing by the Lender.

9. All utility services necessary for the development, maintenance and use of the Project are available at the boundaries of the Property.

Borrower shall initial each page here [] []

Contract No. 12101 CDBG ED 05

10. All "Other Sources" of financing as disclosed in the Community Development Block Grant application have shall be or have been received prior to the expenditure of any of the proceeds of the CDBG-EDIF Note.

II. Conditions Precedent to Loan: At or prior to the initial advance of a loan or extension of credit, the Borrower shall deliver or caused to be delivered to the Lender the following items, to be in form and substance satisfactory to the Lender at the Lender's sole discretion;

1. Closing Documents. This Agreement, the CDBG-EDIF Promissory Note and any and all security, collateral, and other documentation required of Borrower by Lender;
2. Insurance: The Borrower will deposit and maintain with the Lender throughout the term of the loan, certificates of insurance, premiums prepaid or confirmations of renewal to be provided at renewal, with insurance companies satisfactory to the Lender, in such amounts and against such risks as shall be reasonably required by the Lender, including.

All insurance policies required in this Section or otherwise required by Lender shall name the Lender and parties designated by the Lender as loss payees, as their respective interests may appear. All insurances shall be maintained in force until the CDBG-EDIF- note and all other obligations thereunder are paid in full.

3. Miscellaneous Conditions. Such other opinions, certifications, and evidentiary materials as may be required for purposes of compliance with the Community Development Block Grant Agreement, or as may be required to satisfy Release of Funds requirements as established by the Oklahoma Department of Commerce, and which may change from time to time.

III. Affirmative Agreements: Until payment in full of the CDBG-EDIF Note and performance of all obligations owing to the Lender under this Agreement and the instruments executed pursuant hereto, unless the Lender shall otherwise consent in writing, the Borrower covenants and agree as follows:

1. The Borrower shall maintain adequate records, in accordance with generally accepted accounting practices, of all transactions so that at any time and from time to time the true and complete financial condition of the Borrower may be readily determined. The Borrower shall make available at the Lender's request such records for Lender's inspection, furnish promptly to Lender and in such form as Lender may request any additional financial or other information concerning the assets, liabilities, operations and transactions of Borrower, and permit Lender to make and obtain copies of any such records or information.

2. The Borrower shall inform Lender promptly of any litigation, or of any claim or controversy which might become the subject of litigation, against Borrower or affecting any of Borrower's property, if such litigation or potential litigation, in the event of an unfavorable outcome, would have a material adverse effect on Borrower's financial condition or might cause a Default.

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 3 of 10

Contract No. 12101 CDBG ED 05

3. The Borrower shall permit representatives of the Lender to visit and inspect any of the properties of Borrower from time to time as the Lender may request or require and without prior notice or appointment.

4. The Borrower shall pay promptly when due any and all taxes, assessments, and governmental charges upon Borrower or against any of Borrower's property, unless and to the extent the same is being contested in good faith by appropriate proceedings and reserves deemed adequate by Lender have been established therefor.

5. The Borrower shall pay promptly all lawful claims for labor, materials, or otherwise, which might or could, if unpaid, become a lien or charge on any property or assets of Borrower, unless and to the extent only that the same are being contested in good faith by appropriate proceedings and reserves deemed adequate by Lender have been established therefor.

6. The Borrower will promptly and punctually perform all of its obligations hereunder and under all other instruments executed or delivered pursuant hereto, and under the terms of any other contract or agreement entered into by the Borrower in connection with the Project; provided that the Borrower shall have the right to contest in good faith any bona fide dispute under the terms of a contract or agreement entered into by the Borrower, and reserves deemed adequate by Lender have been established therefor.

7. The Borrower shall maintain existence and promptly and properly comply with all laws, statutes, ordinances and governmental regulations applicable to it or to any of its property, business operations, and transactions.

8. The Borrower shall maintain all of its' tangible property in good condition and repair, and make all necessary replacements thereof and operate the same properly and efficiently.

9. Throughout the term of this Agreement the Borrower will pay for the following items:

(a) While the Lender's CDBG-EDIF Note remains outstanding Borrower will annually pay directly to Lender immediately upon receipt of a bill therefor, Borrower's proportionate share of the annual audit costs of the Lender.

(b) Borrower agrees to pay Lender's annual administrative fee in the amount of 1/10 of 1% of the loan amount, payable at delivery of the CDBG-EDIF Note and on or before each anniversary date of delivery of the CDBG-EDIF Note, for so long as the CDBG-EDIF Note remains outstanding.

10. The Borrower covenants that it will not take or omit to take any action which action or omission will cause the proceeds of the CDBG-EDIF Note to be applied other than to the payment of the costs of the Project and the costs and expenses related to the issuance of the

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 4 of 10

Contract No. 12101 CDBG ED 05

CDBG-EDIF Note in the manner provided in the proposed Project budget upon which the CDBG-EDIF approval was based. There shall be no variation from the amounts, categories, nor individual line item expenditures as set forth in the approved Project budget.

IV. Negative Agreements: Unless the prior written consent of Lender and the Oklahoma Department of Commerce has been obtained, the Borrower agrees:

1. The Borrower shall not sell, transfer, convey, hypothecate, or mortgage, or otherwise encumber the Borrower's legal or equitable interest in any portion of the assets pledged as collateral on its' obligation under the promissory note, nor any other assets of the Borrower, tangible or intangible, which are necessary to the continued operation of the business (except in the regular course of business), nor to transfer or convey any ownership interest or control of the Borrower, or the holder of the obligation of the Borrower to the Lender shall be entitled, at the Lender's option, to declare all sums owing by the Borrower on this obligation or any obligation of the Borrower to the holder immediately due and payable. Further, the Borrower shall not undertake secondary financing on the Project.
2. The Borrower shall not extend new, nor fund existing, loans, accounts receivable, or drawing accounts to officers or employees, or to any officer or employee of an affiliate or subsidiary, or declare or pay any dividends on any of its outstanding stock nor the stock of any subsidiary or affiliate, except as set forth herein, for the entire term of the Borrower' obligation under the terms of this agreement:
3. The Borrower shall not pay or contract to pay in any year in the aggregate any salaries, commissions, bonuses, or other compensation, either current or to be deferred, in excess of the amounts which were paid at the end of the last fiscal year as disclosed to Lender and the Oklahoma Department of Commerce, unless specifically excluded from this prohibition as follows:
4. The Borrower shall not endorse, guarantee, or otherwise become surety for or contingently liable upon the obligations of any person, firm, or corporation, provided, however, that the foregoing shall not apply to endorsements of negotiable instruments by Borrower in the ordinary course of business.
5. The Borrower shall not purchase or redeem any of its stock or purchase or redeem any stock held by others of any subsidiary or affiliate.
6. The Borrower shall not make any loans or advances or sell any of its accounts receivable with or without recourse, except as set forth herein:
7. The Borrower shall not reorganize, merge, or consolidate with, or acquire all or substantially all of the assets of any other company, firm, or association, or make any other substantial changes in the capitalization of Borrower or the general character of its business.

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 5 of 10

Contract No. 12101 CDBG ED 05

8. The Borrower shall not own, purchase, or acquire directly or indirectly any stock or securities of any other person, firm or corporation, other than securities guaranteed as to principal and interest by the United States Government.

9. The Borrower shall not sell any of its assets with the understanding or agreement that such assets will be leased back to Borrower.

V. Events of Default: The Borrower shall be in default under this agreement upon the happening of any one of the following events or conditions, herein called "Default:

1. Borrower fails to make any payment when required by any note or obligation of the Borrower to Lender or to others is not made when due or in accordance with the terms of the applicable contract.

2. Borrower defaults in the performance of any covenant, obligation, warranty, or provision contained in this or any agreement to which Borrower is a party or in any note, obligation, contract, or undertaking of the Borrower to or with Lender or others.

3. Any representation, statement, certificate, schedule, financial statement, or report made or furnished to the Lender by or in behalf of Borrower or the Guarantors is found to be false or erroneous in any material respect when made or furnished, regardless of when false act was committed or discovered.

4. The making of any levy against or seizure, garnishment, or attachment of any property of Borrower.

5. Failure by Borrower to pay any indebtedness at maturity, or the occurrence of any event which results in the acceleration of the maturity of any obligation of Borrower to Lender or to others under any promissory note, agreement, or undertaking.

6. Death, dissolution, or termination of existence of Borrower or Guarantor.

7. The initiation, whether voluntary or involuntary on the part of the Borrower, of any bankruptcy, reorganization, liquidation or receivership proceedings by or against the Borrower or any guarantor or surety of the Borrower.

8. The issuance of any final order, decree or judgment pursuant to any judicial or administrative proceeding declaring that the Project, or the operation or use thereof, is in violation of any law, ordinance, rule or regulation of any agency, department, commission, board, bureau or instrumentality of the Grantee, State of Oklahoma, or United States; provided that the Borrower shall have the right to diligently pursue in good faith any bona fide appeal which is available from any such order, decree or judgment, and thereafter the company is

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 6 of 10

Contract No. 12101 CDBG ED 05

granted ninety (90) days from the issuance of any official order, decree or judgment, to comply therewith.

9. Relocation of the principal place of business out of the jurisdiction or area of the unit of government which sponsored the CDBG-EDIF application to the Oklahoma Department of Commerce, or any abandonment or vacation of premises, whether by declaration, intent, or in fact.

Upon the occurrence or the existence of a Default, Lender may, at its option and without notice or demand to Borrower and without demand or presentment which are hereby waived, immediately declare due and payable all liabilities and obligations of Borrower to Lender, cease extending credit to Borrower, and exercise any and all rights and remedies possessed by Lender.

VI. Prepayment of CDBG-EDIF Note.

1. Lender hereby grants Borrower the option, exercisable at any time as permitted under the Mortgage, to prepay all or any portion of the CDBG-EDIF Note, without penalty. Unless specifically modified under the terms of the note, payments received shall be applied to accrued interest first, then to principal.

2. No payments received by Borrower shall be construed, nor allowed, as pre-payment of monthly payments beyond the current month plus, at maximum, one month in advance. The Borrower must notify the Lender of the intended disposition of any amounts paid in excess of the regularly scheduled payment. In the absence of such notice, the amount in excess of accrued interest and the regularly scheduled principal portion shall be applied as a principal reduction. No prepayment of monthly payments in excess of the current month plus one month shall be permitted, unless by prior written consent of the Lender and the Oklahoma Department of Commerce.

3. Mandatory Payment of Note Upon Condemnation, Damage, Destruction or Sale of Assets. Borrower shall prepay the CDBG-EDIF Note in full prior to the expiration of this CDBG-EDIF Loan Agreement if (1) all or substantially all of the Project is condemned (or sold in lieu thereof) or damaged or destroyed and Borrower does not elect, as evidenced by a certificate delivered to ODOC and the Lender within 120 days after the occurrence of such event, to rebuild or restore the Project, or (2) all or substantially all of the assets of the Borrower are sold or disposed of in any manner. Upon the occurrence of any of the above, the Borrower shall prepay the CDBG-EDIF Note in full upon a date specified by Lender or ODOC. Upon Lender or ODOC's receipt of such mandatory prepayment, this CDBG-EDIF Loan Agreement shall be terminated.

VII. Lender's Obligation Limited. Nothing in this Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Lender to make any

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 7 of 10

Contract No. 12101 CDBG ED 05

payment or advance from any of its funds or property, other than the funds derived from the issuance of the CDBG-EDIF Note proceeds for the purposes given.

VIII. General Provisions. Borrower agrees to the following:

1. No modification, consent, or waiver of any provision of this Agreement, nor consent by Lender to any departure by Borrower therefrom, shall be effective unless the same shall be in writing and signed by an officer of Lender and the Oklahoma Department of Commerce, and then shall be effective only in the specific instance and for the purpose for which given.
2. No act, delay, or omission, including Lender's waiver of remedy because of any default hereunder, shall constitute a waiver of any of Lender's rights and remedies under this Agreement or any other agreement between the parties. All rights and remedies of Lender are cumulative and may be exercised singly or concurrently, and the exercise of any one or more remedies will not be waiver of any other. No waiver, change, modification, or discharge of any of Lender's rights or of Borrower's duties as so specified or allowed will be effective unless in writing and signed by a duly authorized officer of Lender and the Oklahoma Department of Commerce, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent default. In the event the Lender or the Oklahoma Department of Commerce shall elect to selectively and successively enforce its rights under any of the covenants, terms, or conditions of this Agreement or any other agreement or document, such action shall not be deemed a waiver or discharge of any other covenants, terms, or condition lien, encumbrance or security instrument securing payment of the CDBG-EDIF Note, and all costs and other expenses due to the Lender. The foreclosure of any lien provided pursuant to this Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Lender might obtain as a result of such selective and successive foreclosure.
3. This Agreement shall inure to the benefit of the successors and assigns of Lender and shall be binding on the heirs, executors, administrators, successors, and assigns of Borrower.
4. Lender at any time and at its option may pledge, transfer, or assign its rights under this agreement in whole or in part, and any pledgee, transferee, or assignee shall have the rights of Lender as to the rights or parts thereof so pledged, transferred, or assigned, provided, however, that Borrower shall not assign any of its rights hereunder except with the written consent of the Lender and the Oklahoma Department of Commerce.
5. If more than one Borrower executes this agreement, their responsibilities hereunder shall be joint and several and the reference to Borrower herein shall be deemed to refer to each Borrower.

6. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof,

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 8 of 10

Contract No. 12101 CDBG ED 05

and this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

7. Any property, tangible or intangible, of Borrower in possession of Lender at any time, or any indebtedness due from Lender to Borrower, and any deposit or credit balances due from Lender to Borrower, or any of the foregoing of any party hereto, is pledged to secure the undertakings of Borrower hereunder and may at any time while Borrower is indebted to Lender be appropriated, held, or applied toward the payment of any obligation of Borrower to Lender.

8. Lender, or the Oklahoma Department of Commerce shall have the right, but not the obligation, at the Borrower's expense, to commence, to appear in or to defend any action or proceeding purporting to affect the rights or duties of the parties hereunder and in connection therewith pay out of the funds of the loan all necessary expenses, including fees of counsel, if the Borrower fails to so commence, appear in or defend any such action or proceeding with counsel satisfactory to the Lender, except in a suit by the Borrower against the Lender, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

9. The Borrower agrees to pay all fees, expenses and charges in respect to the loan contemplated by this Agreement, including, without limiting the generality thereof, the following:

- a) Lender's administration fees and audit fees in accordance with the Lender's schedule of fees and the Borrowers proportionate share of annual audit fees;
- b) Reasonable fees and charges of the Lender for any extraordinary services performed and expenses incurred by them in connection with the administration of this loan;
- c) Reasonable fees and expenses of counsel and bond counsel employed by the Lender, in connection with the documentation and closing of this loan and any litigation arising out of or relating to this transaction and the issuance of the CDBG-EDIF Note;
- d) Title insurance premiums and all expenses incident to title insurance;
- e) Survey costs;
- f) Recording and filing fees (excepting only Oklahoma mortgage tax);
- g) Fees and expenses of any architect, engineer or agent employed by the Lender to inspect the Project or submit reports to the Lender concerning the Project; and
- h) Other reasonable fees and expenses involved in the closing of this loan and the reasonable fees and expenses payable by the Lender which are incident to the enforcement or defense of this Agreement or any instrument executed pursuant hereto.

10. Nothing in this Agreement shall be construed to constitute the Lender as a joint venture with the Borrower or the Guarantors or to constitute a partnership among the parties.

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Loan Agreement

Page 9 of 10

IX. Termination. This agreement shall terminate, except as otherwise provided herein, on the date set forth in the CDBG-ED Promissory Note or any amendments thereto.

Any obligation of Lender to extend credit or renew outstanding obligations of Borrower shall terminate on the termination date indicated above. However, such termination date shall not have application to Borrower in the event that any obligation of Borrower to Lender is unpaid, in which event all of the provisions of this Agreement shall remain in full force and effect as they relate to Borrower until such obligation and all other liabilities of Borrower to Lender have been paid in full.

SIGNATURES

Accepted:

Borrower:

Durant Industrial Authority	Durant City Utilities Authority
Name of Lender _____	Name of Borrower _____
Officer _____	Officer _____
Title _____	Title _____
Officer _____	Officer _____
Title _____	Title _____

Borrower shall initial each page here [] []

Tenth Amended: CDBG PROMISSORY NOTE - Fixed Rate

Name and Address of Lender:	
Durant Industrial Authority 215 North 4th Durant, Oklahoma 74702	
Borrower's Name and Address:	Date of Note:
Durant City Utilities Authority P. O. Box 578 Durant, Oklahoma 74702	
	Maturity Date: November 1, 2034
	Amount of Note: \$283,416.15
	Interest Rate Per Annum: 0%
	Collateral Categories: Pledge of utility revenues from the City of Durant
Payment Terms:	
One Hundred Eighty (180) total payments. The first twelve (12) installments will be \$354.17 per month beginning December 1, 2019; the next One Hundred Sixty-seven (167) monthly installments beginning December 1, 2020 will be in the amount of \$1,666.67, and One (1) final installment totaling \$832.22 will be due on November 1, 2034.	

For value received, the undersigned Borrower(s) and all other parties hereto, sometimes herein referred to collectively as Borrower, agree to the terms of this Note and promise to pay to order of Lender named herein, its heirs or assigns, the Amount of Note together with interest as set forth above. Payments shall be made by the Borrower for the account of the Lender at the Lender office or to such other party and place as designated by the Lender.

All parties liable for payment hereunder shall be regarded as a principal and each party agrees that any party hereto with approval of holder and without notice to other parties may from time to time renew this note or consent to one or more extensions or deferrals of Maturity Date for any term or terms, and all parties shall be liable in same manner as on original note. All parties liable for payment hereunder waive presentment, notice of dishonor and protest and consent to partial payments, substitutions or release of collateral and to addition or release of any party or guarantor.

This Note has been issued Pursuant to an Infrastructure Loan Agreement by and between the Lender and the Borrower relating to the disbursement of the loan proceeds evidenced by this CDBG Note. The Infrastructure Loan Agreement is incorporated herein and made a part hereof by reference. At the option of the holder, a default under the Infrastructure Loan Agreement shall constitute a default under this CDBG Note.

Collateral, as categorized above and more specifically described in Security Agreements and other securing documentation, is pledged to secure this Note, and all other obligations of Borrower to holder, and all renewals or extensions thereof, and by all other security interests heretofore or hereafter granted to Lender.

Borrowers shall initial each page here: [] []

Events of Default: At the option of the holder, the unpaid balance of this Note, and all other obligations of Borrower to holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand upon the occurrence or existence of any of the following events or conditions: **(a)** failure to comply with any term, covenant, obligation, warranty, or provision of the Infrastructure Loan Agreement or the procedures, regulations or other requirements which are made a part of that Agreement, or any instrument or document securing or relating to this Note or any other note of Borrower to holder or to others, **(b)** Any payment required by this Note or any other note or obligation of Borrower to holders or to others is not made when due or the occurrence or existence of any event which results in acceleration of the maturity of any obligation of Borrower to holder or to others under any promissory note, agreement, or undertaking **(c)** Any warranty, representation, financial information, or statement made or furnished to Lender by or in behalf of Borrower proves to have been false in any material respect when made or furnished **(d)** the making of any levy against, or garnishment, or seizure or attachment of any collateral **(e)** When, in the judgment of the holder, at the holder's sole discretion, the collateral becomes unsatisfactory or insufficient either in character or value and, upon request, Borrower fails to provide additional collateral as required by holder **(f)** Any time the Lender in its sole discretion believes the prospect of payment of this Note is impaired, regardless if impairment is due to the Borrowers fault or not **(g)** Loss, theft, substantial damage or destruction of collateral, if any **(h)** Death, dissolution, or termination of any Borrower or Guarantor to this Note **(i)** Appointment of a receiver over any part of the property of any Borrower or Guarantor to this Note, the assignment of property by any Borrower or Guarantor to this Note for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against any party liable directly or indirectly hereunder **(j)** failure to acquire, maintain, and continue in force any insurance as required by the Infrastructure Loan Agreement or other document securing or relating to this loan, which may include but not be limited to, life insurance on any Borrower, Guarantor, or management personnel; comprehensive hazard, fire, collision, and/or flood insurance, liability insurance, whether on specific collateral or in general; loss-of-business insurance; or any combination thereof, with the Lender identified as Loss Payee **(k)** use of any of the proceeds from this Note for any use other than as intended by the Lender, regardless of when such misapplication of proceeds was committed or discovered **(l)** Relocation of the principal place of business out of the jurisdiction or area of the unit of government which sponsored the CDBG application to the Oklahoma Department of Commerce, or any abandonment or vacation of premises, whether by declaration, intent, or in fact.

No Waiver of any payment or other right under this Note or any related agreement or documentation shall operate as a waiver of any other payment or right. The acceptance of any partial payment by the holder hereof, after the time when it becomes due as herein set forth, shall not be held to establish a custom, or waive any rights of the holder to enforce prompt payment of this Note.

Default Rate of Interest: If any installment of principal or interest on this Note or any part of any such installment be not paid when due, or should any Event of Default occur, the Note,

Borrowers shall initial each page here: []- []

2005 CDBG-EDIF (Amended November 2019)

City of Durant/Durant Biofuels, LLC

Promissory Note

Page 2 of 4

Contract No. 12101 CDBG-ED 05

at the sole discretion of the Lender, shall bear interest at six percent (6%) per annum above the per annum rate set forth above, but in no event at a rate greater than permitted by law.

Late Charges: At the option of the holder hereof, the holder may collect a late charge not to exceed an amount equal to four cents (.04) on each dollar of each payment which is not paid within ten (10) days from the due date thereof, for the purpose of covering the extra expenses of handling delinquent installments. This late charge provision shall not be applicable in the event the holder, at its option, elects to receive interest at the increased rate as previously provided in the event of default.

Collection Costs shall be payable by any or all parties liable for payment hereunder, including attorney's fees up to the maximum allowable by law, and any and all other costs incurred by the holder of this Note to enforce collection of the amount owed under this Note.

This instrument shall be governed as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Oklahoma. Any clause, document, or portions thereof found to be invalid or unenforceable under Oklahoma law shall not affect any other clause, document, or portion thereof that would otherwise be enforceable.

Prepayment: Subject to the provisions of the Infrastructure Loan Agreement, the right is reserved to prepay this Note, in whole or in part, without penalty or additional interest, provided that the prepayment is made on a regularly scheduled principal and interest installment payment date. Any full or partial prepayment shall apply to (i) costs of expenses of the holder in effecting the prepayment, (ii) interest to accrue to the prepayment date thereof and not previously paid, and (iii) the principal amount of this Note.

Due on Sale: In the event the Borrower, without prior written consent of the holder, shall sell, convey, mortgage or otherwise encumber the Borrowers legal or equitable interest in the assets pledged as collateral on this Note, or any assets of the company whether tangible or intangible which are necessary to the continued operation of the business, or sell, convey, mortgage or otherwise encumber the Borrowers interest in the company with the intent of changing ownership, the holder of this Note shall be entitled, at its option, to declare all sums owing by the Borrower on this obligation or any other obligation of the Borrower to the holder immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance, mortgage or other encumbrance, regardless of whether or not the holder has consented to or waived its rights hereunder, whether by action or inaction, in connection with any previous sale, transfer, conveyance, mortgage or other encumbrance.

Notice: Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given on the date such notice is enclosed in an envelope, properly stamped, sealed and deposited in the United States mail, certified, return receipt requested or registered, at the addresses set forth in the Infrastructure Loan Agreement.

Payments and Advances: The records of the holder shall be prima facie evidence of the amount owing on this Note.

Borrowers shall initial each page here: [] []

Right of Offset: Any indebtedness due from holder hereof to Borrower or any part hereto including but without limitation to any deposits or credit balances due from holder is pledged to secure payment on this Note and any other obligation to holder of Borrower, and holder may at any time while the whole or any part of such obligation remains unpaid either before or after Maturity hereof, be appropriated, held, or applied toward the payment of this Note or any other obligation to holder of Borrower or any party hereto.

The following must be notarized:

Borrowers Signatures	
For: _____	Attested By: _____
By: _____ Print Name	By: _____ Print Name
_____ Signature	_____ Signature
Title: _____	Title: _____
By: _____ Print Name	
_____ Signature	
Title: _____	

(Affix Seal Here)

The foregoing instrument was acknowledged before me as of this ____ day of _____, 20__, by _____, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act.

Notary Public

Commission No. _____

My Commission expires: _____

(Affix Seal Here)

Borrowers shall initial each page here: [] []

City of Durant Contract No. 12101 ED 05

**Principal Amount
as of 11/30/2019**

\$283,416.15

Borrower: Durant City Utilities Authority

Lender: Durant Industrial Authority

No. of Months 12

Monthly Payment \$354.17

Pmt. Start Month/Yr. 12/1/19

No. of Months 168

Monthly Payment \$1,666.67

One Final Payment \$832.22

Maturity Date 11/1/2034

Payment No.	Payment	Prin remain.	Date
1	\$354.17	\$283,061.98	Dec-19
2	\$354.17	\$282,707.81	Jan-20
3	\$354.17	\$282,353.64	Feb-20
4	\$354.17	\$281,999.47	Mar-20
5	\$354.17	\$281,645.30	Apr-20
6	\$354.17	\$281,291.13	May-20
7	\$354.17	\$280,936.96	Jun-20
8	\$354.17	\$280,582.79	Jul-20
9	\$354.17	\$280,228.62	Aug-20
10	\$354.17	\$279,874.45	Sep-20
11	\$354.17	\$279,520.28	Oct-20
12	\$354.17	\$279,166.11	Nov-20
13	\$1,666.67	\$277,499.44	Dec-20
14	\$1,666.67	\$275,832.77	Jan-21
15	\$1,666.67	\$274,166.10	Feb-21
16	\$1,666.67	\$272,499.43	Mar-21
17	\$1,666.67	\$270,832.76	Apr-21
18	\$1,666.67	\$269,166.09	May-21
19	\$1,666.67	\$267,499.42	Jun-21
20	\$1,666.67	\$265,832.75	Jul-21
21	\$1,666.67	\$264,166.08	Aug-21
22	\$1,666.67	\$262,499.41	Sep-21
23	\$1,666.67	\$260,832.74	Oct-21
24	\$1,666.67	\$259,166.07	Nov-21
25	\$1,666.67	\$257,499.40	Dec-21
26	\$1,666.67	\$255,832.73	Jan-22
27	\$1,666.67	\$254,166.06	Feb-22
28	\$1,666.67	\$252,499.39	Mar-22
29	\$1,666.67	\$250,832.72	Apr-22
30	\$1,666.67	\$249,166.05	May-22
31	\$1,666.67	\$247,499.38	Jun-22
32	\$1,666.67	\$245,832.71	Jul-22
33	\$1,666.67	\$244,166.04	Aug-22
34	\$1,666.67	\$242,499.37	Sep-22
35	\$1,666.67	\$240,832.70	Oct-22
36	\$1,666.67	\$239,166.03	Nov-22

37	\$1,666.67	\$237,499.36	Dec-22
38	\$1,666.67	\$235,832.69	Jan-23
39	\$1,666.67	\$234,166.02	Feb-23
40	\$1,666.67	\$232,499.35	Mar-23
41	\$1,666.67	\$230,832.68	Apr-23
42	\$1,666.67	\$229,166.01	May-23
43	\$1,666.67	\$227,499.34	Jun-23
44	\$1,666.67	\$225,832.67	Jul-23
45	\$1,666.67	\$224,166.00	Aug-23
46	\$1,666.67	\$222,499.33	Sep-23
47	\$1,666.67	\$220,832.66	Oct-23
48	\$1,666.67	\$219,165.99	Nov-23
49	\$1,666.67	\$217,499.32	Dec-23
50	\$1,666.67	\$215,832.65	Jan-24
51	\$1,666.67	\$214,165.98	Feb-24
52	\$1,666.67	\$212,499.31	Mar-24
53	\$1,666.67	\$210,832.64	Apr-24
54	\$1,666.67	\$209,165.97	May-24
55	\$1,666.67	\$207,499.30	Jun-24
56	\$1,666.67	\$205,832.63	Jul-24
57	\$1,666.67	\$204,165.96	Aug-24
58	\$1,666.67	\$202,499.29	Sep-24
59	\$1,666.67	\$200,832.62	Oct-24
60	\$1,666.67	\$199,165.95	Nov-24
61	\$1,666.67	\$197,499.28	Dec-24
62	\$1,666.67	\$195,832.61	Jan-25
63	\$1,666.67	\$194,165.94	Feb-25
64	\$1,666.67	\$192,499.27	Mar-25
65	\$1,666.67	\$190,832.60	Apr-25
66	\$1,666.67	\$189,165.93	May-25
67	\$1,666.67	\$187,499.26	Jun-25
68	\$1,666.67	\$185,832.59	Jul-25
69	\$1,666.67	\$184,165.92	Aug-25
70	\$1,666.67	\$182,499.25	Sep-25
71	\$1,666.67	\$180,832.58	Oct-25
72	\$1,666.67	\$179,165.91	Nov-25
73	\$1,666.67	\$177,499.24	Dec-25
74	\$1,666.67	\$175,832.57	Jan-26
75	\$1,666.67	\$174,165.90	Feb-26
76	\$1,666.67	\$172,499.23	Mar-26
77	\$1,666.67	\$170,832.56	Apr-26
78	\$1,666.67	\$169,165.89	May-26
79	\$1,666.67	\$167,499.22	Jun-26
80	\$1,666.67	\$165,832.55	Jul-26
81	\$1,666.67	\$164,165.88	Aug-26
82	\$1,666.67	\$162,499.21	Sep-26
83	\$1,666.67	\$160,832.54	Oct-26
84	\$1,666.67	\$159,165.87	Nov-26
85	\$1,666.67	\$157,499.20	Dec-26

86	\$1,666.67	\$155,832.53	Jan-27
87	\$1,666.67	\$154,165.86	Feb-27
88	\$1,666.67	\$152,499.19	Mar-27
89	\$1,666.67	\$150,832.52	Apr-27
90	\$1,666.67	\$149,165.85	May-27
91	\$1,666.67	\$147,499.18	Jun-27
92	\$1,666.67	\$145,832.51	Jul-27
93	\$1,666.67	\$144,165.84	Aug-27
94	\$1,666.67	\$142,499.17	Sep-27
95	\$1,666.67	\$140,832.50	Oct-27
96	\$1,666.67	\$139,165.83	Nov-27
97	\$1,666.67	\$137,499.16	Dec-27
98	\$1,666.67	\$135,832.49	Jan-28
99	\$1,666.67	\$134,165.82	Feb-28
100	\$1,666.67	\$132,499.15	Mar-28
101	\$1,666.67	\$130,832.48	Apr-28
102	\$1,666.67	\$129,165.81	May-28
103	\$1,666.67	\$127,499.14	Jun-28
104	\$1,666.67	\$125,832.47	Jul-28
105	\$1,666.67	\$124,165.80	Aug-28
106	\$1,666.67	\$122,499.13	Sep-28
107	\$1,666.67	\$120,832.46	Oct-28
108	\$1,666.67	\$119,165.79	Nov-28
109	\$1,666.67	\$117,499.12	Dec-28
110	\$1,666.67	\$115,832.45	Jan-29
111	\$1,666.67	\$114,165.78	Feb-29
112	\$1,666.67	\$112,499.11	Mar-29
113	\$1,666.67	\$110,832.44	Apr-29
114	\$1,666.67	\$109,165.77	May-29
115	\$1,666.67	\$107,499.10	Jun-29
116	\$1,666.67	\$105,832.43	Jul-29
117	\$1,666.67	\$104,165.76	Aug-29
118	\$1,666.67	\$102,499.09	Sep-29
119	\$1,666.67	\$100,832.42	Oct-29
120	\$1,666.67	\$99,165.75	Nov-29
121	\$1,666.67	\$97,499.08	Dec-29
122	\$1,666.67	\$95,832.41	Jan-30
123	\$1,666.67	\$94,165.74	Feb-30
124	\$1,666.67	\$92,499.07	Mar-30
125	\$1,666.67	\$90,832.40	Apr-30
126	\$1,666.67	\$89,165.73	May-30
127	\$1,666.67	\$87,499.06	Jun-30
128	\$1,666.67	\$85,832.39	Jul-30
129	\$1,666.67	\$84,165.72	Aug-30
130	\$1,666.67	\$82,499.05	Sep-30
131	\$1,666.67	\$80,832.38	Oct-30
132	\$1,666.67	\$79,165.71	Nov-30
133	\$1,666.67	\$77,499.04	Dec-30
134	\$1,666.67	\$75,832.37	Jan-31

135	\$1,666.67	\$74,165.70	Feb-31
136	\$1,666.67	\$72,499.03	Mar-31
137	\$1,666.67	\$70,832.36	Apr-31
138	\$1,666.67	\$69,165.69	May-31
139	\$1,666.67	\$67,499.02	Jun-31
140	\$1,666.67	\$65,832.35	Jul-31
141	\$1,666.67	\$64,165.68	Aug-31
142	\$1,666.67	\$62,499.01	Sep-31
143	\$1,666.67	\$60,832.34	Oct-31
144	\$1,666.67	\$59,165.67	Nov-31
145	\$1,666.67	\$57,499.00	Dec-31
146	\$1,666.67	\$55,832.33	Jan-32
147	\$1,666.67	\$54,165.66	Feb-32
148	\$1,666.67	\$52,498.99	Mar-32
149	\$1,666.67	\$50,832.32	Apr-32
150	\$1,666.67	\$49,165.65	May-32
151	\$1,666.67	\$47,498.98	Jun-32
152	\$1,666.67	\$45,832.31	Jul-32
153	\$1,666.67	\$44,165.64	Aug-32
154	\$1,666.67	\$42,498.97	Sep-32
155	\$1,666.67	\$40,832.30	Oct-32
156	\$1,666.67	\$39,165.63	Nov-32
157	\$1,666.67	\$37,498.96	Dec-32
158	\$1,666.67	\$35,832.29	Jan-33
159	\$1,666.67	\$34,165.62	Feb-33
160	\$1,666.67	\$32,498.95	Mar-33
161	\$1,666.67	\$30,832.28	Apr-33
162	\$1,666.67	\$29,165.61	May-33
163	\$1,666.67	\$27,498.94	Jun-33
164	\$1,666.67	\$25,832.27	Jul-33
165	\$1,666.67	\$24,165.60	Aug-33
166	\$1,666.67	\$22,498.93	Sep-33
167	\$1,666.67	\$20,832.26	Oct-33
168	\$1,666.67	\$19,165.59	Nov-33
169	\$1,666.67	\$17,498.92	Dec-33
170	\$1,666.67	\$15,832.25	Jan-34
171	\$1,666.67	\$14,165.58	Feb-34
172	\$1,666.67	\$12,498.91	Mar-34
173	\$1,666.67	\$10,832.24	Apr-34
174	\$1,666.67	\$9,165.57	May-34
175	\$1,666.67	\$7,498.90	Jun-34
176	\$1,666.67	\$5,832.23	Jul-34
177	\$1,666.67	\$4,165.56	Aug-34
178	\$1,666.67	\$2,498.89	Sep-34
179	\$1,666.67	\$832.22	Oct-34
180	\$832.22	(\$0.00)	Nov-34



The City of Durant

Solid Waste Landfill

Memorandum

Date: 1/2/2020
To: Utilities Authority
From: Kenny Cooper, Supervisor, Solid Waste Landfill
Re: Landfill Information and Reports - December 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
DEQ Report - December 2019	Exhibit	1/2/2020
Project Schedule - December 2019	Exhibit	1/2/2020



MONTHLY REPORT FOR SOLID WASTE DISPOSAL FACILITIES

(Please see instructions prior to completing this form)

Due by the 10th of the month following the reporting month

Administrative Services
Accounts Receivable
P. O. Box 2036
Oklahoma City, OK 73101-2036

Report month/year: **DECEMBER**

Facility Name: CITY OF DURANT C/D LANDFILL
Mailing Address: PO BOX 578
DURANT, OK 74702-0578

Permit Number: **3507001**

Phone Number: **580-931-6606**

Total # of Days open: 23

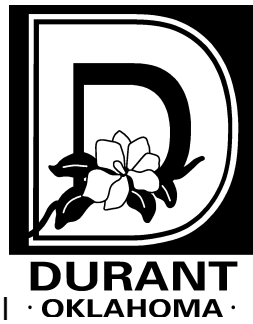
COMPLETE SECTIONS 5-10 ONLY IF SCALES GO DOWN

D A Y	(1) Total weight accepted (tons)	(2) Weight which is reused or recycled in accordance with facility permit (tons)	(3) Weight accepted from a DEQ approved emergency or special event (tons)	(4) Weight accepted from large industrial waste generators with DEQ exemption certificate (tons)	(5) Time scales placed out of service	(6) Time scales placed into service	(7) Total volume accepted (yd3)	(8) Volume which is reused or recycled in accordance with facility permit (yd3)	(9) Volume accepted from a DEQ approved emergency or special event (yd3)	(10) Volume accepted from large industrial waste generators with DEQ exemption certificate (yd3)
1										
2	71.26									
3	90.95									
4	76.34									
5	129.17									
6	106.94									
7	36.53									
8										
9	78.25									
10	56.35									
11	53.26									
12	68.15									
13	380.16									
14	64.23									
15										
16	38.35									
17	75.54									
18	52.8									
19	100.9									
20	130.97									
21	42.05									
22										
23	94.31									
24										
25										
26	91.76									
27	105.81									
28	2.87									
29										
30	50.96									
31	50.59									
Total	2048.5	0	0	0	0	0	0	0	0	0

I hereby certify that the information reported above is accurate and correct to the best of my knowledge and includes all solid waste received at this facility.

Signature of authorized agent: Anneth Cooper Phone #: 580-924-8358

Date: 1-2-20



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE DISPOSAL PROJECTS SCHEDULE ***December 2019***

A. Work Completed for :

1. Covered C & D Site
2. Hauled MSW To SORD
3. Number of rolloff containers in service end of month 108
4. Number of rolloff containers added to service during month 11
5. Number of rolloff containers removed from service during month 20
6. Number of loaded rolloff containers emptied during month 333

B. Work Planned For January20 :

1. Continue Covering C&D site
2. Have new C&D cell 10C inspected and approved
3. Haul MSW To SORD
4. Continue Picking up, Delivering

C. Work Planned For Jan. '20 – Dec. '20:

Approx. Start – Finish Date:

1. Haul trash to Ardmore 1-2020 thru 12-2020

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of the Solid Waste Department

Memorandum

Date: 1/2/2020
To: Utilities Authority
From: Albert Pierce, Solid Waste Department Superintendent
Re: Solid Waste Department Monthly Report - December 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Solid Waste Department Monthly Report - December 2019	Exhibit	1/2/2020



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE PROJECTS

December 2019

A. Work Completed:

1. Hauled 64.84 tons of extra hauling
2. Hauled 72 loads of extra hauling
3. Picked up and delivered 21 sharps
4. no abatement this month
5. Cleaned Sunny Side rd. 1 time
6. Refurbished dumpsters
7. Replaced 8 dumpsters with new
8. Cleaned dead ends of Cemetery rd. 1 time

B. Work Planned For January

1. Refurbish. dumpsters
- 2.

C. Work Planned For Jan. '1-20 – Dec. 31-20

1. Pick up trash

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of City Clerk

Memorandum

Date: 1/6/2020
To: Utilities Authority
From: Stephanie Barfield, Utility Billing Supervisor
Re: Utility Department Monthly Report - December 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Utility Department Monthly Report - December 2019	Exhibit	1/6/2020



Monthly Utility Billing, Cash Collection, And Consumption Summary

DECEMBER 2019

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	6988		6077		6415	
Total Revenue Billed	\$254,574.80	\$1,803,418.60	\$174,975.05	\$1,308,367.56	\$377,190.42	\$2,242,272.55
Adjustments in Dollar	(\$20,346.11)	(\$25,556.98)	(\$3,729.61)	(\$72,257.17)	(\$7,561.98)	(\$46,811.95)
TOTAL CASH RECEIPTS	\$197,323.02	\$3,202,113.44	\$142,392.37	\$855,526.96	\$231,835.55	\$1,429,400.37

CONSUMPTION IN GALLONS	67,276,600
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NEW SERVICE APPLICATIONS	69
NUMBER OF WALK IN/PHONE PAYMENTS	1,540
MAIL PAYMENTS	1,231
CREDIT CARD PAYMENTS	926
WEB PAYMENTS	913
DROP BOX PAYMENTS	407
BANK DRAFT PAYMENTS	840
CREDIT CARD DRAFT PAYMENTS	197
KIOSK	821
OTHERS	



The City of Durant

Office of City Clerk

Memorandum

Date: 1/9/2020
To: Utilities Authority
From: Ray Anthony, Utility Line Maintenance
Superintendent
Re: Utility Line Maintenance Report - December 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Utility Line Maintenance Monthly Report - December 2019	Exhibit	1/9/2020

Line Maintenance Report for December

Water Leaks Repaired	10
Water Taps Installed	5
Sewer Taps Installed	7
Pulled Pumps at Mooney	2
Meters Read	6034
Meetings (Contractors and City)	6
After Hours Calls	22
(a) Sewer Stops	9
(b) Water Leaks	2
(c) Mooney Liftstation	7
(d) Emergency Shut Offs	3

Resulting in 97 hours of on call



The City of Durant

Office of the Wastewater Treatment Plant

Memorandum

Date: 1/3/2020
To: Utilities Authority
From: Ray Anthony - Waste Water Treatment Plant
Re: Waste Water Treatment Plant Monthly Reports - December 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Waste Water Treatment Plant Monthly Reports - December 2019	Exhibit	1/10/2020



The City of Durant

Office of the Wastewater Treatment Plant

PROJECTS SCHEDULE

A: WORK PLANNED FOR

- 1: MONITORING OF SBR SE VALVES TO DETERMINE FURTHER FAILURES (on going)
- 2: CLEAN CLARIFIER WEIRS 12-11
- 3: CLEAN BLEND TANK MIXER - off for repair
- 4: CLEAN EFFLUENT PUMP STATION -----
- 5: CLEAN RAW WATER PUMP STATION -----
- 6: CLEAN SCUM PUMP STATION 12-19
- 7: CLEAN DRAIN LIFT STATION 12-20
- 8: CK TORQUE & OVERLOAD & GREASE CHAIN ON CLARIFIER 12-5
- 9: CALIBRATE DISCHARGE DO & PH METER 12-5
- 10: CHECK CALIBRATION OF DISCHARGE FLOW METER 12-9
- 11: RESET SBR PLC - not needed
- 12: WASH DOWN STEP SCREEN 12-10
- 13: CLEAN UV TROUGHS AND FLUME 12-10
- 14: CHECK ELECTRIC MANHOLES 12-13
- 15: CLEAN OUT BUILDINGS 12-4, 12-5
- 16: MANUALLY CHECK U.V. BULBS 12-17
- 17: WASH DOWN CASINO STEPSCREEN 12-19
- 18: CHECK ALL AUTOMATIC VALVES weekly
- 19: VEHICLE INSPECTION 12-3
- 20: WALK-THRU INSPECTION 12-3
- 21: CLEAN ALL PLC's - not needed
- 22: CLEAN D.O. METERS //
- 23: CHECK CLARIFIER OIL WEEKLY 12-4, 12-12 12-27
- 24: REPAIR DIGESTER FLOW METER - ongoing
- 26: CLEAN UV MODULES - not needed



THE CITY OF DURANT

Office of the Wastewater Treatment Plant

Lab Report

12/01/19 to 12/30/19

Tests Processed

<u>90</u>	Bac-t's
<u>4</u>	BOD's
<u>20</u>	TSS's
<u>4</u>	NH3's
<u>31</u>	DO's
<u>31</u>	Ph's
<u>0</u>	Fecal Coliforms (May 1 st – Sept. 30 th) * 6 per set
<u>1</u>	FOG's

Work Projects

- Data entry
- Reports (water test results), Make copies and envelope
- Purchase Orders, copy, file
- Equipment calibrations and maintenance
- Sampling and process readings
- Quality Assurance, Quality Control tests
- Laboratory Testing
- Filing
- Daily/Weekly laboratory and WWTP building cleaning
- Monthly, Quarterly, Bi-annual, Yearly reports
- Ordering Lab chemicals and supplies
- Water Billing
- Storm water monitoring
- Storm water Report
- Pre-Treatment



The City of Durant

Office of the Water Treatment Plant

Memorandum

Date: 1/3/2020
To: Utilities Authority
From: Phillip Hightower, Water Treatment Plant
Re: Water Treatment Plant Monthly Reports - December 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
December 2019 Monthly Operation Report #1	Exhibit	1/3/2020
December 2019 Monthly Operation Report #2	Exhibit	1/3/2020
December 2019 - CLO2 MOR	Exhibit	1/3/2020
December 2019 Project Schedule	Exhibit	1/3/2020

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT (MOR)
CONVENTIONAL OR DIRECT FILTRATION (Free Chlorine)

Plant: DWT
PWSID: OK1010601
County: Bryan
Month: December

Durant City Utilities Authority

P.O. Box 578

Durant

74702

System	Address	City	ZIP																																											
D a y	WATER	FILTER OPERATION								WASH WATER IN 1000 GALS.	CHEMICALS USED-LBS.						ALKALINITY - RAW				ALKALINITY - FILTERED				pH			CaCO3	HARDNESS		Special Test		REMARKS													
	TREATED (in 1,000 gal)	FILTERS USED-HOURS									ALUM	POLYM ER	Caustic	Fluoride	Chlorite	OTHER	CHLORINE				AM	PM			AM	PM	STABILITY			Method:	(ppm)			Fe, Mn or Other												
		1	2	3	4	5	6	7	8								PRE	POST									"P"	"P"	TOTAL		TOTAL	"P"		"P"	TOTAL	TOTAL	AM	AM	PM	RAW	FILT	FILT	RAW	FILT	RAW	FILT

1	3692.0	24	24	24	0	24	24	23	23	70.0	2500.0	40.0	1100.0	0.0	260.0		100.0	80.0	0.0	0.0	168.0	178.0	0.0	0.0	116.0	128.0	7.5	7.1	7.4	136.0	188.00	168.00			
2	3755.0	24	24	24	0	23	23	24	24	55.0	1700.0	40.0	825.0	0.0	260.0		100.0	80.0	0.0	0.0	208.0	212.0	0.0	0.0	154.0	158.0	7.8	7.9	7.5	140.0	232.00	190.00			
3	3922.0	23	23	23	0	24	24	24	24	100.0	1300.0	40.0	550.0	0.0	260.0		120.0	80.0	0.0	0.0	214.0	232.0	0.0	0.0	174.0	204.0	7.8	7.3	7.5	150.0	214.00	198.00			
4	4149.0	24	24	24	0	24	24	24	24		1300.0	40.0	0.0	0.0	260.0		100.0	60.0	0.0	0.0	238.0	256.0	0.0	0.0	194.0	202.0	8.0	7.5	7.2	182.0	228.00	232.00			
5	4361.0	23	24	23	0	24	24	23	23	135.0	1400.0	40.0	0.0	0.0	260.0		120.0	80.0	0.0	0.0	252.0	252.0	0.0	0.0	212.0	240.0	8.0	7.2	7.4	200.0	250.00	242.00			
6	4374.0	24	23	24	0	23	23	24	24	94.0	1300.0	40.0	0.0	0.0	260.0		100.0	60.0	0.0	0.0	270.0	258.0	0.0	0.0	230.0	236.0	8.0	7.4	7.2	198.0	256.00	250.00			
7	4343.0	23	24	23	0	24	24	24	24	70.0	1400.0	40.0	0.0	0.0	260.0		110.0	70.0	0.0	0.0	270.0	262.0	0.0	0.0	240.0	248.0	7.6	7.3	7.2	240.0	262.00	276.00			
8	4330.0	24	24	24	0	24	24	23	23	60.0	1200.0	40.0	0.0	0.0	260.0		80.0	60.0	0.0	0.0	270.0	264.0	0.0	0.0	240.0	252.0	7.8	7.3	7.1	230.0	288.00	296.00			
9	4331.0	23	23	23	0	23	23	24	24	150.0	1200.0	40.0	0.0	0.0	260.0		100.0	60.0	0.0	0.0	266.0	262.0	0.0	0.0	242.0	254.0	7.8	7.3	7.2	234.0	292.00	294.00			
10	4158.0	24	24	24	12	24	24	23	23	90.0	1300.0	40.0	0.0	0.0	260.0		100.0	60.0	0.0	0.0	270.0	270.0	0.0	0.0	246.0	260.0	7.7	7.3	7.4	252.0	250.00	266.00			
11	4154.0	23	24	23	24	23	23	24	24	120.0	1200.0	40.0	0	0.0	260.0		80.0	60.0	0.0	0.0	258.0	288.0	0.0	0.0	240.0	260.0	7.9	7.3	7.5	250.0	234.00	266.00			
12	4064.0	24	24	24	24	24	24	23	23	60.0	1200.0	40.0	0.0	0.0	260.0		80.0	60.0	0.0	0.0	280.0	270.0	0.0	0.0	250.0	250.0	8.0	7.5	7.2	236.0	260.00	276.00			
13	4177.0	23	23	23	24	24	24	24	24	75.0	1100.0	40.0	0.0	0.0	260.0		80.0	40.0	0.0	0.0	280.0	270.0	0.0	0.0	246.0	256.0	7.9	7.3	7.2	248.0	270.00	268.00			
14	4124.0	23	24	24	24	23	23	23	23	155.0	1300.0	40.0	0.0	0.0	240.0		50.0	70.0	0.0	0.0	278.0	274.0	0.0	0.0	252.0	260.0	8.0	7.4	7.3	262.0	266.00	274.00			
15	3812.0	24	24	23	23	23	23	23	24	135.0	1000.0	40.0	0.0	0.0	240.0		60.0	60.0	0.0	0.0	268.0	268.0	0.0	0.0	248.0	260.0	7.9	7.5	7.2	242.0	300.00	294.00			
16	3757.0	24	24	24	24	24	24	24	24		1000.0	40.0	0.0	0.0	240.0		60.0	80.0	0.0	0.0	278.0	270.0	0.0	0.0	244.0	254.0	7.8	7.3	7.3	246.0	286.00	276.00			
17	3950.0	23	23	23	24	24	23	23	24	132.0	1000.0	40.0	0.0	0.0	240.0		80.0	40.0	0.0	0.0	280.0	284.0	0.0	0.0	252.0	262.0	7.7	7.3	7.2	250.0	258.00	274.00			
18	4118.0	24	24	24	24	23	24	24	23	60.0	1200.0	40.0	0.0	0.0	240.0		80.0	40.0	0.0	0.0	282.0	286.0	0.0	0.0	262.0	266.0	7.7	7.3	7.2	256.0	260.00	280.00			
19	4363.0	23	24	24	23	23	23	23	24	135.0	1200.0	40.0	0.0	0.0	260.0		100.0	80.0	0.0	0.0	292.0	280.0	0.0	0.0	260.0	256.0	7.7	7.2	7.5	238.0	270.00	284.00			
20	4374.0	23	23	23	24	23	23	23	23	154.0	1100.0	40.0	0.0	0.0	260.0		80.0	40.0	0.0	0.0	280.0	274.0	0.0	0.0	256.0	264.0	7.9	7.3	7.4	234.0	264.00	282.00			
21	4359.0	24	24	23	23	23	24	24	24	90.0	1300.0	40.0	0.0	0.0	260.0		80.0	80.0	0.0	0.0	276.0	274.0	0.0	0.0	260.0	256.0	7.8	7.4	7.3	258.0	266.00	282.00			
22	4387.0	23	24	23	24	23	23	23	23	150.0	1000.0	40.0	0.0	0.0	260.0		60.0	60.0	0.0	0.0	280.0	274.0	0.0	0.0	260.0	258.0	7.8	7.6	7.2	258.0	296.00	288.00			
23	4038.0	23	23	23	23	24	23	23	24	140.0	900.0	40.0	0.0	0.0	240.0		60.0	60.0	0.0	0.0	268.0	270.0	0.0	0.0	248.0	260.0	7.7	7.3	7.2	250.0	300.00	274.00			
24	3944.0	24	24	24	24	23	24	24	23	50.0	1000.0	80.0	0.0	0.0	240.0		60.0	40.0	0.0	0.0	274.0	282.0	0.0	0.0	258.0	266.0	8.0	7.4	7.3	288.0	260.00	274.00			
25	3952.0	24	24	23	24	24	23	23	24	75.0	1000.0	80.0	0.0	0.0	240.0		60.0	60.0	0.0	0.0	270.0	286.0	0.0	0.0	260.0	266.0	7.4	7.2	7.0	256.0	264.00	274.00			
26	3958.0	23	24	24	24	23	24	24	23	75.0	1000.0	80.0	0.0	0.0	240.0		0.0	80.0	0.0	0.0	282.0	270.0	0.0	0.0	256.0	256.0	7.6	7.2	7.2	234.0	264.00	280.00			
27	3965.0	24	24	24	24	24	24	23	24	30.0	1000.0	80.0	0.0	0.0	240.0		0.0	80.0	0.0	0.0	276.0	268.0	0.0	0.0	260.0	256.0	7.8	7.3	7.2	262.0	280.00	284.00			
28	3971.0	24	23	23	23	24	24	24	24	120.0	1400.0	80.0	0.0	0.0	240.0		70.0	90.0	0.0	0.0	280.0	266.0	0.0	0.0	248.0	254.0	7.7	7.3	7.4	262.0	264.00	276.00			
29	3724.0	24	24	24	24	23	24	24	23	50.0	3900.0	40.0	825.0	0.0	240.0		140.0	100.0	0.0	0.0	130.0	116.0	0.0	0.0	228.0	230.0	7.5	7.2	7.1	244.0	190.00	268.00			
30	3755.0	24	24	24	24	24	24	24	24		2500.0	40.0	1375.0	0.0	240.0		120.0	80.0	0.0	0.0	120.0	172.0	0.0	0.0	172.0	158.0	7.5	7.8	8.0	238.0	164.00	196.00			
31	3893.0	24	24	23	24	23	23	23	23	160.0	1500.0	40.0	1238.0	0.0	240.0		120.0	80.0	0.0	0.0	200.0	230.0	0.0	0.0	152.0	166.0	7.6	7.7	7.0	158.0	228.00	194.00			
Tot	126254.0	731.0	736.0	729.0	510.5	729.0	731.0	729.0	731.0	2790.0	42400.0	1440.0	5913.0		7780.0		2550.0	2070.0																	
Avg	4072.7	23.6	23.7	23.5	16.5	23.5	23.6	23.5	23.6	99.6	1367.7	46.5	190.7		251.0		82.3	66.8			253.5	255.4			231.0	238.6	7.8	7.4	7.3	230.1	255.0	260.5			

Power Costs

Labor Costs

Chemicals

Supplies

Repairs

Testing Cost

TOTAL

Cost per thousand gallons

\$14,673.21

\$49,250.80

\$13,478.45

\$1,596.90

\$788.72

\$80.00

\$79,868.08

\$0.63

Ave Rate of Wash (Vert. in/min)

Ave Wash Period (Minutes)

% Wash Water Used

Ave. Head Loss for Washing

2.21%

I hereby certify the above to be correct to the best of my knowledge.

Signed

Print

Title

Phillip Hightower

Phillip Hightower

DEQ Form # 630-577
Revised 5/21/2018

Oper. Cert. No. B90404



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT (MOR)- LT2 ADDENDUM NEEDED
CONVENTIONAL OR DIRECT FILTRATION (Free Chlorine)

Plant: **DWT**

PWSID: **OK1010601**

County: **Bryan**

Month/Year: **Dec-19**

Durant City Utilities Authority
System

P.O. Box 578
Address

Durant
City

74702
Zip

Instructions:

If there are no combined filter turbidity readings or free chlorine residual sample results at the entry point to the distribution system due to the plant not running, write **OFF** in the box.

Two (2) distribution chlorine residuals **must be taken daily**, even if the plant is not running.

Mail the original by the 10th of the following month to:

Oklahoma DEQ, Water Quality Division, P.O. Box 1677, Oklahoma City, OK 73101

Combined Filter Turbidity	
Total number of turbidity readings required	186
Total number of turbidity readings	186
Number of turbidity readings above 1 NTU	0
HIGHEST turbidity reading	0.14
Number of turbidity readings above 0.15 NTU	0
Percent of turbidity readings above 0.15 NTU	0.00%
Free Chlorine-Entry Point to Distribution	
Total number of chlorine residual samples	186
Number of samples below 1.0 mg/L	0
Free Chlorine-Distribution	
Total number of chlorine residual samples	62
Number of samples below 0.2 mg/L	0

Individual Filter Turbidity - Complete Entire Checklist
1. Was Each Filter Monitored continuously while the plant was running? ☐ No ☒ Yes
2. Was each filter monitored every 15 minutes while the plant was running? ☐ No ☒ Yes
3. Was there a failure of the continuous monitoring equipment? ☒ No ☐ Yes
4. Did the same filter exceed 1.0 NTU in two consecutive 15 minute readings? ☒ No ☐ Yes*
5. Was individual filter level greater than 0.5 NTU in two consecutive measurements after being on line for more than four hours? ☒ No ☐ Yes*
6. Did the same filter exceed 1.0 NTU in two consecutive 15 minute readings for three months in a row? ☒ No ☐ Yes* (Submit a Self-Assessment of the filter(s) within 14 days of the exceedance)
7. Did the same filter exceed 2.0 NTU in two consecutive 15 minute readings for two months in a row? ☒ No ☐ Yes* (Contact DEQ to schedule a Comprehensive Performance Evaluation)

* If you answered Yes to questions 4, 5 (>10,000 population only), 6, or 7, you must complete the Turbidity Trigger Form, follow instruction on the form, and attach it to this MOR.

				# of Readings***	COMBINED FILTER TURBIDITY						FREE CHLORINE RESIDUAL								COMMENTS
DAY	RAW	SET	SET		2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	ENTRY POINT TO DISTRIBUTION						DISTRIBUTION SYSTEM		
											12am	4am	8am	12pm	4pm	8pm			
1	27.03	2.40	2.70	6	0.04	0.04	0.05	0.14	0.07	0.06	2.0	2.1	2.2	2.3	2.4	2.4	1.8	1.2	
2	23.10	2.30	2.90	6	0.11	0.07	0.04	0.04	0.04	0.04	2.4	2.6	2.7	2.8	2.7	2.5	1.1	2.0	
3	14.41	3.90	3.50	6	0.04	0.07	0.05	0.08	0.05	0.05	2.5	2.7	2.8	2.9	2.7	2.5	1.1	1.7	
4	12.26	3.90	3.30	6	0.05	0.05	0.05	0.05	0.06	0.06	2.5	2.6	2.6	2.6	2.5	2.5	1.5	1.7	
5	10.74	2.60	2.80	6	0.07	0.08	0.09	0.09	0.04	0.04	2.6	2.7	2.8	2.8	2.6	2.6	1.5	1.4	
6	10.87	2.20	2.90	6	0.05	0.08	0.05	0.12	0.06	0.07	2.8	2.8	3.0	3.0	2.7	2.3	1.1	2.0	
7	9.77	2.80	2.70	6	0.08	0.04	0.04	0.04	0.05	0.11	2.4	2.7	2.7	2.7	2.6	2.5	1.9	1.9	
8	8.74	2.20	2.50	6	0.10	0.05	0.04	0.05	0.06	0.09	2.6	2.9	2.9	2.9	2.9	2.7	1.7	1.2	
9	8.44	2.20	2.40	6	0.09	0.03	0.03	0.03	0.03	0.05	2.7	3.1	3.1	3.1	3.0	3.0	2.0	2.0	
10	8.37	2.00	2.10	6	0.06	0.04	0.04	0.05	0.09	0.04	3.0	3.2	3.2	3.2	3.2	3.0	1.7	2.3	
11	7.82	1.70	1.80	6	0.07	0.05	0.03	0.03	0.03	0.04	3.0	3.4	3.4	3.2	2.9	2.8	2.2	1.4	
12	7.14	2.70	3.10	6	0.05	0.03	0.03	0.03	0.03	0.03	2.8	3.2	3.2	3.2	3.0	2.8	1.2	1.9	
13	6.77	2.80	3.00	6	0.07	0.07	0.11	0.05	0.09	0.11	2.8	2.9	3.0	3.0	3.0	2.8	2.3	2.3	
14	6.60	2.40	2.90	6	0.14	0.07	0.08	0.10	0.10	0.09	2.8	3.1	3.1	3.0	2.9	2.7	2.4	2.7	
15	13.92	3.20	2.70	6	0.13	0.04	0.04	0.05	0.03	0.03	2.7	2.8	2.7	2.6	2.7	2.6	1.6	1.6	
16	5.35	2.50	3.30	6	0.03	0.03	0.03	0.03	0.03	0.03	2.6	2.7	2.8	2.9	2.9	3.0	1.8	2.0	
17	5.18	2.40	3.30	6	0.03	0.04	0.07	0.07	0.13	0.08	3.1	3.2	3.2	3.1	3.0	2.9	2.0	2.2	
18	4.89	3.20	2.60	6	0.10	0.06	0.07	0.09	0.13	0.08	2.9	3.0	3.0	2.9	2.7	2.7	2.3	2.2	
19	4.85	2.50	2.70	6	0.12	0.06	0.08	0.08	0.03	0.04	2.7	2.9	3.1	2.8	2.6	2.9	1.7	1.2	
20	5.13	2.30	2.70	6	0.05	0.07	0.12	0.08	0.10	0.10	3.0	3.2	3.2	2.9	2.9	2.8	0.3	2.7	
21	4.95	2.40	3.20	6	0.08	0.10	0.06	0.04	0.04	0.06	2.9	3.0	3.0	2.9	2.8	2.8	2.3	2.4	
22	4.94	2.10	3.60	6	0.12	0.04	0.03	0.07	0.05	0.05	2.8	3.3	3.1	2.9	2.8	2.6	2.1	2.1	
23	5.03	2.20	2.90	6	0.10	0.08	0.04	0.03	0.04	0.06	2.7	2.8	3.0	2.8	2.6	2.5	2.5	2.2	
24	5.62	1.50	2.70	6	0.08	0.03	0.07	0.05	0.05	0.08	2.5	2.8	2.8	2.7	2.6	2.5	2.2	1.9	
25	4.99	1.60	3.60	6	0.05	0.03	0.03	0.05	0.05	0.04	2.5	2.7	2.7	2.7	2.6	2.4	2.0	2.3	
26	5.35	1.80	2.20	6	0.04	0.03	0.04	0.03	0.04	0.04	2.4	2.6	2.7	2.9	3.1	2.8	2.1	1.9	
27	5.21	1.40	2.50	6	0.05	0.04	0.04	0.06	0.04	0.05	2.8	2.7	2.7	2.6	2.5	2.4	2.0	2.4	
28	5.55	1.60	2.90	6	0.09	0.06	0.03	0.03	0.04	0.06	2.4	2.4	2.5	2.4	2.3	2.2	2.1	1.8	
29	37.15	3.00	3.50	6	0.07	0.04	0.04	0.04	0.04	0.04	2.3	2.5	2.4	2.7	2.6	2.4	2.0	1.7	
30	51.70	2.40	2.60	6	0.04	0.04	0.03	0.09	0.05	0.05	2.4	2.4	2.4	2.5	2.1	2.2	1.9	1.9	
31	22.19	2.50	2.50	6	0.10	0.07	0.06	0.06	0.09	0.10	2.3	2.9	2.7	2.8	2.7	2.6	1.8	1.5	

*** Number of Readings: You are required to sample the combined effluent for every four hours that the filters are in operation. You must fill out Filter Operation on the 'Chemical and Process Control tab.'

CHLORINE DIOXIDE AND CHLORITE MOR

Section 1: Data Entry

Date	ClO2 Used?	ClO2 POE	ClO2 Dist.			Chlorite POE	Chlorite Dist.			
			1st	2nd	3rd		1st	2nd	3rd	Avg
1	yes	0.1				0.7				####
2	yes	0.1				0.8				####
3	yes	0.2				0.7				####
4	yes	0.2				0.9				####
5	yes	0.2				0.9				####
6	yes	0.1				0.8				####
7	yes	0.2				0.8				####
8	yes	0.2				0.8				####
9	yes	0.2				0.7				####
10	yes	0.2				0.8				####
11	yes	0.1				0.7				####
12	yes	0.2				0.7				####
13	yes	0.2				0.6				####
14	yes	0.1				0.6				####
15	yes	0.1				0.8				####
16	yes	0.1				0.8				####
17	yes	0.2				0.7				####
18	yes	0.2				0.7				####
19	yes	0.2				0.7				####
20	yes	0.2				0.7				####
21	yes	0.3				0.7				####
22	yes	0.3				0.8				####
23	yes	0.3				0.7				####
24	yes	0.1				0.7				####
25	yes	0.1				0.6				####
26	yes	0.1				0.5				####
27	yes	0.3				0.4				####
28	yes	0.2				0.8				####
29	yes	0.2				0.7				####
30	yes	0.3				0.8				####
31	yes	0.4				0.9				####

Month December Year 2019
PWS Name Durant City Utilities Authority

PWSID OK1010601
Plant Name DWT
Total 31

Section 2: Summary of Chlorine Dioxide Daily Monitoring

a. Number of Samples Collected 31.0
b. Number of Point of Entry Samples Exceeded MRDL of 0.8 mg/L 0.0

*For every day the MRDL is exceeded, three chlorine dioxide samples must be taken the next day in the distribution system. Notify your PWS Engineer. Samples results need to be recorded in ClO2 Dist. columns.*Refer to CHLORINE DIOXIDE MONITORING AND COMPLIANCE FACT SHEET for further instructions.*

c. Number of Distribution Samples Exceeding MRDL of 0.8 mg/L 0.0

****VERY IMPORTANT. THIS IS A TIER 1 VIOLATION. THIS VIOLATION MUST BE IMMEDIATELY REPORTED TO DEQ AND TO ALL PERSON SERVED BY THE SYSTEM WITHIN 24 HOURS.****

Section 3: Summary of Chlorite Daily Monitoring

a. Number of Samples Collected 31.0
b. Number of Point of Entry Samples Exceeded MCL of 1.0 mg/L 0.0

*For every day the MCL exceeded, three chlorite samples must be taken the next day in the distribution system. Enter sample results in Chlorite Dist. columns and then average. *Refer to CHLORITE MONITORING AND COMPLIANCE FACT SHEET for further instructions.*

c. Number of Distribution Average exceeding MCL of 1.0 mg/L 0.0

Phillip Hightower
Signature of owner or operator
Phillip Hightower
Printed name

1/2/2020
Date
B90404
Operator License #

Send Form by 10th of Following Month to:
Water Quality Division Attn DBP Coord.
P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677





THE CITY OF DURANT

Office of the Water Treatment Plant

Water Treatment Plant Projects Schedule December 2019 Monthly Report

A. Work Completed

1. Calibrate lab instruments daily
2. Maintained Water Plant
3. Cleaned all buildings weekly
4. Backwashed filters as needed
5. Backwashed raw pumps weekly
6. Hooked up chlorine tanks and checked for leaks
7. Unload chemicals as they arrived
8. Pulled sludge as needed
9. Run daily chlorine dioxide samples on raw line
10. Flushed alum pumps
11. Inspected fire extinguishers
12. Pulled required water samples and send to ODEQ
13. Clean turbidity meters as needed
14. Cleaned screens on CLO2 generator as needed
15. Fixed water leak on Np Poly feed line
16. Tried to fix leak on flange on chlorite tank
17. Fixed fence at High service Pump Station
18. Fixed leak on poly line
19. Switched burnt out lights in alum room to LED's
20. #4 filter PLC fixed and put online
21. Got Scada hooked up to new VFD's at raw pump station and put #2 raw pump online
22. Changed out bad tubing in caustic pump
23. treated 126,254,000 gallons of water

B. Work Planned for January-December

Approx Start/Finish Date

- | | |
|---|-----------------|
| 1. Paint buildings | Time permitting |
| 2. Put Gravel at Chuckwa Tower | Time Permitting |
| 3. Put Gravel at Raw Pump Station | Time Permitting |
| 4. Install two surface wash valve actuators | Time permitting |

C. Projects Planned and Requested for Authorization

- A. Upgrade raw pump building at the water plant
- B. Upgrade Scada system on Old and New Plant Filters



The City of Durant

Office of City Clerk

Memorandum

Date: 1/13/2020
To: Utilities Authority
From: John Dean, City Manager
Re: Consider Approval Of Resolution 2020-01 Establishing Procedure For Determination Of Delinquency Of Accounts Of City Of Durant Sewer And Wastewater Customers Who Are Provided Water By A Rural Water District; Directing Publication

We have identified that we have no procedure to ensure that delinquent Rural Water District 2 customers service is discontinued. The recommended procedure was developed by the City Attorney.

Council Information / Action Requested

Approval Of Resolution 2020-01 Establishing Procedure For Determination Of Delinquency Of Accounts Of City Of Durant Sewer And Wastewater Customers Who Are Provided Water By A Rural Water District; Directing Publication

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

Implement the procedure.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 2020-01	Exhibit	1/13/2020

RESOLUTION NO. 2020-01

AN RESOLUTION ESTABLISHING PROCEDURE FOR DETERMINATION OF DELINQUENCY OF ACCOUNTS OF CITY OF DURANT SEWER AND WASTEWATER CUSTOMERS WHO ARE PROVIDED WATER BY A RURAL WATER DISTRICT; DIRECTING PUBLICATION.

WHEREAS, The City of Durant, through the Durant City Utilities Authority (“the Authority”), provides water and sewer services to those within city limits; and,

WHEREAS, certain account holders reside within Rural Water Districts that provide water service to the resident leaving the Authority providing only services other than water to those accountholders; and,

WHEREAS, the Authority does not have the capability to terminate water service if such a customer is delinquent by nonpayment of a sewer bill; and,

WHEREAS, Title 11 § 22-112.5 of the Oklahoma Statutes provides that the Authority may request of the Rural Water District termination of a customers water service until such delinquency is resolved; and,

WHEREAS, the statutes require that the Authority adopt policies for delinquency determination for those customers with City-provided sewer service and water provided by a Rural Water District.

NOW THEREFORE BE IT RESOLVED by the Durant City Utilities Authority that policy for determination of delinquency determination as required by 11 O.S. §22-112.5 shall be as follows;

Section 1: The following procedure shall be utilized to determine delinquency of sewer accounts for those accountholders having a sewer or wastewater account with the Durant City Utilities Authority whose water service is provided by a Rural Water District. Such procedure is intended to comply with 11 O.S. §22-112.5 and, once satisfied, shall serve as the basis for a request to the Rural Water District for termination of the customer’s water service until such time as the delinquency is resolved.

1. Upon the account becoming sixty (60) days past due, the Authority shall mail to the accountholder return receipt requested a notice that sets forth the alleged delinquency and provides for a hearing not less than twenty (20) days from the date of the notice.
2. A hearing shall be afforded the accountholder at a time and date certain. The hearing shall be conducted by Utility Account Appeals Board comprised of the Utilities Supervisor (or designee), the City Manager (or designee), and a citizen appointed by the City Council. The Utilities Supervisor or designee shall serve as the Board

chairperson and shall convey hearings from time to time as necessary. A majority of the Board members present shall constitute a quorum. At least two votes in the affirmative shall be required to constitute a finding of delinquency. An account shall be determined delinquent by default if, upon proper notice, the accountholder fails to bring account current or appear at the noticed hearing. Proper notice shall consist of proof of receipt of notice or refusal by the accountholder.

3. Findings of delinquency shall be transmitted to the City Clerk for notification of the customer and Rural Water District of a termination date for water services in compliance with statute.
4. Further actions by the Authority and the Rural Water District shall comply with the requirements set forth by statute.
5. Costs incurred by the Authority, including but not limited to the costs associated with mailing of notices to accountholders, may be added to the account balances of accountholders.

Section 2: That the policy set forth herein shall be effective immediately upon passage, approval, and publication.

Section 3: The Secretary is directed to publish the policy adopted herein to each customer served by both a Rural Water District and the Durant City Utilities Authority.

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

DURANT CITY UTILITIES AUTHORITY

Oden Grube, Chair

ATTEST:

Cynthia J. Price, Secretary