

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
AGENDA**

April 9, 2019

**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 March 12, 2019
- b. Consider Approval of a Budget Supplement for FY 18-19

2. Consider Items Removed from Consent

3. Information Items

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

4. Administration

- a. Discuss and Consider Approval of Resolution 2019-13 Approving Professional Services Agreement for Bond Counsel and Financial Advisor for the Oklahoma Water Resources Board - Clean Water State Revolving Fund Loan Application for Automatic Meter Reading and Advance Reading Infrastructure System, or Take Any Other Appropriate Action
- b. Consider Approval of a Professional Services Agreement with Wall Engineering for the AMR/AMI Water Meter Replacement Project to Provide Engineering Services as they Relate to the Requirements for the OWRB Clean Water State Revolving Fund Application for an Amount of \$3,960.00
- c. Consider Approval of Granting an Easement to OG&E as a Part of an Upgrade to the Facilities on Country Club Rd.

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 13th day of November, 2018 and that an agenda of said meeting was posted at the place of such meeting at 5:00 p.m. on the 5th day of April, 2019.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 3/20/2019
To: Utilities Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of March 12, 2019

Council Information / Action Requested

Approval of Regular Meeting Minutes of March 12, 2019

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 3.12.2019	Exhibit	3/20/2019

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 4:35 p.m. on the 8th day of March, 2019.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY
UTILITIES AUTHORITY OF March 12, 2019 AT 6:00 PM, Roscoe J. Hatfield Council
Chambers, 300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 8:37 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Tom Marcum
Trustee Mike Dills	City Manager Tim Rundel
Trustee Destry Hawthorne	City Clerk Cynthia J. Price
Chairman Jerry Tomlinson	

Absent: Vice Chairman Chad Hitchcock (*denotes partial attendance)

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 February 12, 2019

Approved

Motion was made by Destry Hawthorne and seconded by Mike Dills to approve consent item as presented.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Tomlinson

Absent: Hitchcock

2. Consideration Items Removed from Consent

3. Information Items

- a. Landfill Information and Reports - February 2019
- b. Solid Waste Department Monthly Report - February 2019

- c. Utility Department Monthly Report - February 2019
- d. Utility Line Maintenance Report- February 2019
- e. Waste Water Treatment Plant and Lab Monthly Report - February 2019
- f. Water Treatment Plant Monthly Reports - February 2019

4. Administration

- a. Consider, Discuss and Authorize the City Manager to Submit a Clear Water State Revolving Fund (CWSRF) Loan Application to Oklahoma Water Resources Board (OWRB) for Four Million Dollar Loan to Upgrade the Water Utility System to an Automatic Meter Reading and Advanced Reading Infrastructure System

Approved

Greg Buckley, Assistant City Manager, addressed the Authority Board and stated the Oklahoma Water Resources Board (OWRB) is looking to be the best financial avenue at a 2.36% interest over a 20 year period. It is a draw down type loan so OWRB would authorize up to \$4,000,000. If the city was awarded any of the grants, there would not be a need to draw down as many funds. If none of the grants are awarded, we would have the full funds needed to move forward. The loan will need to be in place and authorized prior to any grant being awarded. There is no prepayment penalty.

Motion was made by Destry Hawthorne and seconded by Mike Dills to authorize the city manager to submit a Clear Water State Revolving Fund (CWSRF) Loan Application to Oklahoma Water Resources Board (OWRB) for a Four Million Dollar loan to upgrade the water utility system to an automatic meter reading and advanced reading infrastructure system.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Tomlinson

Absent: Hitchcock

- b. Consideration To Designate The Oklahoma Water Resources Board Clear Water State Revolving Fund (CWSRF) Loan Funds As A Non-Federal Match Towards The U.S. Department Of The Interior Bureau Of Reclamation 2019 WaterSMART Water And Energy Efficiency Program Grant Applications For A City-Wide Automatic Meter Reader Project.

Approved

Greg Buckley, Assistant City Manager, addressed the Authority Board and stated this action is to acknowledge the Oklahoma Water Resource Board (OWRB) funds will be used as our match towards the WaterSMART grant for which we are submitting application.

Motion was made by Destry Hawthorne and seconded by Mike Dills to designate the Oklahoma Water Resource Board Clear Water State Revolving Fund (CWSRF) loan funds as a non-federal match towards the U.S. Department of the Interior Bureau of Reclamation 2019 WaterSMART Water and Energy Efficiency Program Grant Applications for a City-Wide Automatic Meter Reader Project.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Tomlinson

Absent: Hitchcock

Adjournment

Motion was made by Destry Hawthorne and seconded by Mike Dills to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Tomlinson

Absent: Hitchcock



The City of Durant

Office of City Treasurer

Memorandum

Date: 4/5/2019
To: Utilities Authority
From: Judy Siemens, Finance Director
Re: Consider Approval of a Budget Supplement for FY 18-19

Your authorization to approve the following Budget Supplement is requested. The adjustment is procedural in nature; necessary to carry out the activities of the Authority. A detailed explanation is attached.

BA# 1753 Increase water and sewer tap fees and water main maintenance and repair. Review of the revenue source indicated it was coming in over annual estimate allowing for an increase in expense.

Council Information / Action Requested

Approval of Budget Supplement for FY 18-19

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

City Treasurer's office will install the budget supplement in the accounting software.

ATTACHMENTS:

Description	Type	Upload Date
Budget Supplement for 4.9.2019	Exhibit	4/5/2019

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001753							

405 000-361.24-00	4/09/2019	6" BORE N. 1ST ST	15,428.00	110,000.00--	0.00	125,428.00--	10,633.66--
TAP FEES: WATER & SEWER							
405 026-551.50-76	4/09/2019	6" BORE N. 1ST ST	15,428.00	40,000.00	0.00	55,428.00	658.40
WATER MAIN MAINT & REPAIR							
DEPT: WATER/SEWER LINE MAINT.							
PACKET NOTES:							
RANDY CANTRELL WAS IN ON BEHALF OF JAY NEAL, 2-14-2019.							
THERE WAS DISCUSSION CONCERNING THE COST OF A 12" BORE WITH							
STEEL CASINGB UNDER HIGHWAY. THE EXISTING BUDGET OF 405-							
026-551-50-76, WATER MAINTENANCE, DOES NOT HAVE BALANCE IN							
THE EXISTING BUDGET TO PROVIDE FOR THE COST.							
A REVIEW OF THE REVENUE 405-000-361-24-00, Tap							
Fees: Water and Sewer, found that the account is coming in							
over annual budget.							
This supplement will increase the revenue which will offset							
the increase of the appropriation which is needed.							
js							
TOTAL NO. ADJUSTMENTS--REVENUE:					1	15,428.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					1	15,428.00	
TOTAL IN PACKET--						30,856.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



The City of Durant

Solid Waste Landfill

Memorandum

Date: 4/1/2019
To: Utilities Authority
From: Kenny Cooper, Supervisor, Solid Waste
Landfill
Re: Landfill Information and Reports - March 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
March 2019 DEQ Report	Cover Memo	4/1/2019
March 2019 Project Schedule	Cover Memo	4/1/2019



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: MARCH 2019

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: 26

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	41.3									
2	60.8									
3										
4	16.57									
5	65.62									
6	68.97									
7	171.05									
8	254.99									
9	6.18									
10										
11	10									
12	1.92									
13	3.36									
14	36.12									
15	30.78									
16	7.98									
17										
18	85.14									
19	160.34									
20	122.89									
21	82.73									
22	88.22									
23	12.46									
24										
25	67.98									
26	109.14									
27	111.37									
28	144.42									
29	130.88									
30	5.74									
31										
Total	1896.95	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: Kenny Cooper

Phone #: 580-924-8358

Date: 4-1-19



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE DISPOSAL PROJECTS SCHEDULE ***March 2019***

A. Work Completed for March:

1. Covered C & D Site
2. Hauled MSW To SORD
3. picked up 316 rolloff's & 13 delivered

B. Work Planned For April:

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. '19 – Dec. '19

Approx. Start – Finish Date:

1. Haul trash to Ardmore 1-2019 thru 12-2019

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of the Solid Waste Department

Memorandum

Date: 3/30/2019
To: Utilities Authority
From: Albert Pierce - Solid Waste Supervisor
Re: Solid Waste Department Monthly Report - March 2019

Report of monthly activity for March 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 - March 2019	Exhibit	3/30/2019



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE PROJECTS SCHEDULE ***March 2019***

A. Work Completed:

1. Hauled 51.19 tons of extra hauling
2. Hauled 49 loads of extra hauling
3. Picked up and delivered 20 sharps
4. No abatement this month
5. Cleaned Sunny Side rd. 1 time
6. Refurbished dumpsters
7. Replaced 4 dumpsters with new
8. Cleaned dead ends of Cemetery rd. 1 time

B. Work Planned For April

1. Refurbish. dumpsters
- 2.

C. Work Planned For Jan. '1-19 – Dec. 31-19

1. Pick up trash

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of City Clerk

Memorandum

Date: 4/1/2019
To: Utilities Authority
From: Stephanie Barfield, Utility Billing Supervisor
Re: Utility Department Monthly Report - March 2019

The attachment was updated on April 8, 2019 at 12:20 p.m.

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 - March 2019	Exhibit	4/8/2019



Monthly Utility Billing,
Cash Collection,
And Consumption Summary

MAR 2019

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	6817		5960		6604	
Total Revenue Billed	\$252,520.35	\$2,996,487.04	\$187,363.86	\$2,017,261.45	\$349,992.08	\$3,548,378.73
Adjustments in Dollar	(\$5,951.60)	(\$42,717.08)	(\$14,201.43)	(\$143,842.08)	(\$8,777.69)	(\$58,892.88)
TOTAL CASH RECEIPTS	\$149,128.37	\$2,653,060.62	\$138,230.22	\$1,755,860.63	\$254,171.83	\$3,122,427.07

CONSUMPTION IN GALLONS	65,309,900
------------------------	------------

NEW SERVICE APPLICATIONS	114
NUMBER OF WALK IN/PHONE PAYMENTS	1,693
MAIL PAYMENTS	1,516
CREDIT CARD PAYMENTS	1,043
WEB PAYMENTS	1,025
DROP BOX PAYMENTS	506
BANK DRAFT PAYMENTS	796
CREDIT CARD DRAFT PAYMENTS	205
KIOSK	894
OTHERS	



The City of Durant

Office of the Water and Sewer Maintenance Department

Memorandum

Date: 4/4/2019
To: Utilities Authority
From: Jay Neal- Utility Line Maintenance Supervisor
Re: Utility Line Maintenance Report- March 2019

Utility Line Maintenance Report- March 2019

1. Line Repairs, Taps, Installs

- a. Water Leaks: 29
- b. Water Taps: 4
- c. Sewer Leaks: 15
- d. Sewer Taps: 5

2. Upcoming/Ongoing/Completed Projects

- a. Completed: Walnut Rd wastewater line repair (5 days)
- b. Completed: Discovered cavern under Bryan Dr. to be hiding an active manhole. Raised manhole to street level. Sewer line was repaired.
- c. Completed: Utility line extension under new runway expansion at the Airport
- d. Completed: Install of 2 new lift station pumps for Country Estates

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description

Council Attachment

Type

Cover Memo

Upload Date

4/5/2019

February 2019

Water Leaks:	29
Sewer Leaks:	15
Taps:	9
Other Completed Jobs:	263
Total Jobs:	316
Carryover Balance to Next Month	27

Jobs/Day	2.52
Jobs/Week	12.6
Jobs/Month	53

Added Leaks	29
Taps	21



The City of Durant

Office of the Wastewater Treatment Plant

Memorandum

Date: 4/1/2019
To: Utilities Authority
From: J. Ervin
Re: Waste Water Treatment Plant Reports - March 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 Reports - March 2019	Exhibit	4/1/2019



The City of Durant
Office of the Wastewater Treatment Plant

PROJECTS SCHEDULE

A: WORK COMPLETED IN MARCH 2019

- 1: MONITORING OF SBR SE VALVES TO DETERMINE FURTHER FAILURES (on going)
- 2: CLEAN CLARIFIER WEIRS
- 3: CLEAN BLEND TANK MIXER
- 4: CLEAN EFFLUENT PUMP STATION -----
- 5: CLEAN RAW WATER PUMP STATION -----
- 6: CLEAN SCUM PUMP STATION
- 7: CLEAN DRAIN LIFT STATION 3-12-19
- 8: CK TORQUE & OVERLOAD & GREASE CHAIN ON CLARIFIER 3-21-19
- 9: CALIBRATE DISCHARGE DO & PH METER 3-21-19
- 10: CHECK CALIBRATION OF DISCHARGE FLOW METER 3-18-19
- 11: RESET SBR PLC
- 12: WASH DOWN STEP SCREEN 3-19-19
- 13: CLEAN UV TROUGHS AND FLUME 3-18-19
- 14: CHECK ELECTRIC MANHOLES
- 15: CLEAN OUT BUILDINGS 3-4-19
- 16: MANUALLY CHECK U.V. BULBS
- 17: WASH DOWN CASINO STEPSCREEN 3-20-19
- 18: CHECK ALL AUTOMATIC VALVES
- 19: VEHICLE INSPECTION 3-11-19
- 20: WALK-THRU INSPECTION 3-6-19
- 21: CLEAN ALL PLC's
- 22: CLEAN D.O. METERS
- 23: CHECK CLARIFIER OIL WEEKLY 3-11-19, 3-25-19
- 24: REINSTALL UV MODULES

TREATED 91.150 MG OF WASTEWATER
PROCESSED 0.882489 MG OF TREATED SLUDGE

B: WORK PLANNED FOR APRIL 2019

- 1: MONITORING OF SBR SE VALVES TO DETERMINE FURTHER FAILURES (on going)
- 2: CLEAN CLARIFIER WEIRS
- 3: CLEAN BLEND TANK MIXER
- 4: CLEAN EFFLUENT PUMP STATION -----
- 5: CLEAN RAW WATER PUMP STATION -----
- 6: CLEAN SCUM PUMP STATION
- 7: CLEAN DRAIN LIFT STATION
- 8: CK TORQUE & OVERLOAD & GREASE CHAIN ON CLARIFIER
- 9: CALIBRATE DISCHARGE DO & PH METER
- 10: CHECK CALIBRATION OF DISCHARGE FLOW METER
- 11: RESET SBR PLC
- 12: WASH DOWN STEP SCREEN
- 13: CLEAN UV TROUGHS AND FLUME
- 14: CHECK ELECTRIC MANHOLES
- 15: CLEAN OUT BUILDINGS
- 16: MANUALLY CHECK U.V. BULBS
- 17: WASH DOWN CASINO STEPSCREEN
- 18: CHECK ALL AUTOMATIC VALVES
- 19: VEHICLE INSPECTION
- 20: WALK-THRU INSPECTION
- 21: CLEAN ALL PLC's
- 22: CLEAN D.O. METERS
- 23: CHECK CLARIFIER OIL WEEKLY

Process Water and Sludge Flow Report

March 2019

Date	Influent Flow (MG)	Drain Lift Station Flow (MG)	Casino Lift Station Flow (MG)	Combined Infl (MG)	Effluent Flow (MG)	GBT #1 Flow (KG)	GBT #2 Flow (KG)	Sludge Flow Digester #1 (KG)	Sludge Flow Digester #2 (KG)
3/1/2019	2.796	0.071	0.297	3.164	3.262	45.365	0.000	0.000	12.595
3/2/2019	2.388	0.036	0.299	2.723	2.859	0.003	0.000	0.000	12.045
3/3/2019	2.418	0.038	0.254	2.710	3.028	0.016	0.000	0.000	12.607
3/4/2019	2.802	0.067	0.208	3.077	3.599	46.588	0.000	0.000	12.091
3/5/2019	2.719	0.063	0.210	2.992	3.088	47.599	0.000	0.000	12.603
3/6/2019	2.877	0.065	0.231	3.174	3.201	46.858	0.000	0.000	11.903
3/7/2019	2.701	0.074	0.249	3.024	3.499	46.784	0.000	0.000	12.698
3/8/2019	2.737	0.071	0.262	3.069	3.153	46.169	0.000	0.000	10.772
3/9/2019	2.819	0.040	0.357	3.215	3.723	0.010	0.000	0.000	11.918
3/10/2019	2.338	0.034	0.337	2.708	2.926	0.008	0.000	0.000	11.070
3/11/2019	2.925	0.075	0.295	3.295	3.316	35.016	0.000	0.000	11.535
3/12/2019	2.208	0.081	0.315	2.604	3.138	46.625	0.000	0.000	12.108
3/13/2019	3.011	0.089	0.409	3.509	3.710	48.849	0.000	0.000	11.413
3/14/2019	2.732	0.069	0.318	3.119	3.193	45.442	0.000	0.000	12.262
3/15/2019	2.580	0.064	0.359	3.003	3.017	44.307	0.000	0.000	11.486
3/16/2019	2.370	0.051	0.332	2.753	2.802	0.007	0.000	0.000	12.229
3/17/2019	2.289	0.051	0.281	2.621	2.779	0.005	0.000	0.000	10.622
3/18/2019	2.443	0.060	0.228	2.730	2.817	10.859	0.000	0.000	12.222
3/19/2019	2.712	0.081	0.252	3.045	3.132	47.026	0.000	0.000	11.566
3/20/2019	2.594	0.074	0.231	2.899	3.000	43.153	0.000	0.000	12.241
3/21/2019	2.741	0.072	0.269	3.082	3.115	46.277	0.000	0.000	11.426
3/22/2019	2.498	0.101	0.275	2.874	3.027	49.181	0.000	0.000	12.227
3/23/2019	2.760	0.039	0.311	3.110	3.440	0.015	0.000	0.000	11.549
3/24/2019	2.697	0.036	0.271	3.004	3.391	0.004	0.000	0.000	11.541
3/25/2019	2.637	0.058	0.216	2.911	3.145	42.555	0.000	0.000	11.825
3/26/2019	2.803	0.020	0.227	3.050	3.204	0.004	0.000	0.000	11.976
3/27/2019	2.816	0.073	0.228	3.117	3.377	45.661	0.000	0.000	12.007
3/28/2019	2.475	0.076	0.232	2.782	3.104	48.559	0.000	0.000	10.800
3/29/2019	2.433	0.108	0.293	2.833	3.105	49.514	0.000	0.000	11.374
3/30/2019	2.109	0.034	0.294	2.437	2.685	0.014	0.000	0.000	10.757

Monday, April 01, 2019

3/31/2019	2.229	0.034	0.251	2.514	2.704	0.017	0.000	0.000	11.400
Sum	80.654	1.904	8.591	91.150	97.538	882.489	0.000	0.000	364.868
Avg	2.602	0.061	0.277	2.940	3.146	28.467	0.000	0.000	11.770
Min	2.109	0.020	0.208	2.437	2.685	0.003	0.000	0.000	10.622
Max	3.011	0.108	0.409	3.509	3.723	49.514	0.000	0.000	12.698

CITY OF DURANT WASTEWATER TREATMENT PLANT MONTHLY OPERATION REPORT

MONTH OF

March 2019

CITY OF DURANT WASTEWATER TREATMENT PLANT MONTHLY OPERATION REPORT																											
DAY	DATE	WEATHER		FLOW		PUMPS		INFLUENT DATA					SLUDGE		SBR DATA				O&R				Effluent				
		RAINFALL (in.)	Lo AIR TEMP	INFLUENT (MGD)	EFFLUENT (MGD)	RAW PUMP ONLINE	EFFLUENT PUMP ONLINE	pH	SETTLABLE SOLIDS ml / L	Head work's BOD ₅	Over the Weirs BOD ₅	TSS	FEED SLUDGE (GPD)	GBT ONLINE	REACTOR #1 SETTLEABILITY	REACTOR #2 SETTLEABILITY	REACTOR #3 SETTLEABILITY	REACTOR #4 SETTLEABILITY	D.O. mg/L	pH	TSS mg/L	AMMONIA mg/L		COD _{Cr}	FECAL COLIFORM #cfu/100ml	Bis(2-Ethylhexylophthalate) UG/L	
F	3/1/19			3.2	3.2	1	3	7.2	28				25190	45345						7.0	8.4						N/D
S	3/2/19			2.7	2.7	1	3						24090							6.7	7.8						N/D
S	3/3/19			2.7	2.7	1	3						25214							6.8	7.8						N/D
M	3/4/19			1.7	3.1	3.0	3	7.2	28				24182	416588						7.4	8.0						N/D
T	3/5/19			1.7	3.0	3.0	3	7.6	71	48.9	674	60	25206	47549	900	900	800	850	7.2	8.0							N/D
W	3/6/19			2.2	3.2	3.2	3	7.3	5				253806	46858	900	915	700	900	6.8	7.9							N/D
T	3/7/19			4.4	3.4	3.4	3	7.3	4				25396	46785	800	900	700	800	7.1	7.8							N/D
F	3/8/19			5.5	3.0	3.1	3	7.3	4				21544	46169						6.1	7.8						N/D
S	3/9/19	1.86		3.2	3.2	1	3						23836							5.0	8.1						N/D
S	3/10/19			2.7	2.9	1	3	7.2	9				23070	35016	825	750	700	800	8.0	7.8							N/D
M	3/11/19			4.6	3.3	3.3	3	7.1	4				24216	416425	700	800	700	750	7.2	7.9							N/D
T	3/12/19			5.4	3.6	2.5	3	7.1	4				22826	48849	750	700	700	715	7.1	8.0							N/D
W	3/13/19			5.6	3.5	3.4	3	7.3	3	31.5	49	120	25330	45442						7.8	6.8						N/D
T	3/14/19			4.8	3.2	3.2	3	7.3	4				25330	45442						7.6	6.9						N/D
F	3/15/19			3.5	3.0	3.0	3	7.2	2				24458	44367						7.5	6.8						N/D
S	3/16/19			2.9	2.8	1	3						21244							7.1	6.8						N/D
S	3/17/19			2.6	2.6	1	3	7.0	5				24444	10859	850	800	800	850	7.2	6.8							N/D
M	3/18/19			3.7	2.7	2.6	3	7.0	6				23122	47026	825	725	850	850	7.3	6.8							N/D
T	3/19/19			4.3	3.0	3.0	3	7.2	1	206.5	206.7	48	24482	43153	750	700	750	750	7.3	6.8							N/D
W	3/20/19			4.9	3.0	3.0	3	7.2	3				22852	41627						7.0	7.3						N/D
T	3/21/19			4.4	3.1	3.1	3	7.2	3				24454	49181						7.0	6.8						N/D
F	3/22/19			4.0	2.9	2.9	3	7.3	2				23098							7.2	7.0						N/D
S	3/23/19	1.8		3.1	3.0	1	3						23082							7.1	7.1						N/D
S	3/24/19			3.0	2.9	1	3	7.1	1				23650	42555	800	800	725	800	7.4	7.4							N/D
M	3/25/19			4.9	2.9	2.8	3	7.3	7				23952	0	800	800	700	700	7.3	6.8							N/D
T	3/26/19			4.4	3.1	3.0	3	7.3	1				24014	45161	800	850	700	715	7.2	7.0							N/D
W	3/27/19			4.7	3.1	3.0	3	7.3	1				21600	48559													N/D
T	3/28/19			5.5	2.8	2.8	3	7.3	2				22748	49541													N/D
F	3/29/19			5.8	2.8	2.8	3	7.3	7				21514														N/D
S	3/30/19				2.4	2.5	3																				N/D
S	3/31/19				2.5	2.4	3						22800														N/D



The City of Durant

Office of the Water Treatment Plant

Memorandum

Date: 4/1/2019
To: Utilities Authority
From: Phillip Hightower, Water Treatment Plant
Re: Water Treatment Plant Monthly Reports - March 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Water Plant MOR's	Cover Memo	4/1/2019
Water Plant MOR's	Cover Memo	4/1/2019
Water Plant Chlorite MOR	Cover Memo	4/1/2019
Water Plant Monthly Report	Cover Memo	4/1/2019

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

Plant: Durant WTP
PWSID: 1010601
County: Bryan
Month: Mar-19

Durant City Utilities Authority

PO Box 578

Durant

74702

System

Address

City

ZIP

Day	WATER TREATED (in 1,000 gal)	FILTER OPERATION								WASH WATER IN 1000 GALS.	CHEMICALS USED-LBS.							ALKALINITY - RAW				ALKALINITY - FILTERED				pH			CaCO3 STABILITY Method:	HARDNESS (ppm)		Special Test Fe, Mn or Other		REMARKS	
		FILTERS USED-HOURS									ALUM	LIME	POLYMER Name:	NAOH	Chlorite	Fluoride Name:	CHLORINE				AM	PM			AM	PM	AM	AM		PM	RAW	FILT	RAW		FILT
		1	2	3	4	5	6	7	8								PRE	POST																	
1	3976.0	24	0	24	24	23	23	23	23	100.0	1600.0	0.0	40.0	0.0	240.0		80.0	70.0			262.0	256.0			232.0	256.0	7.8	7.0	7.2	254.0	274.00	274.00			
2	3989.0	23	0	23	23	24	24	24	24	80.0	1600.0	0.0	40.0	0.0	240.0		100.0	110.0			262.0	268.0			254.0	244.0	7.5	7.0	7.3	246.0	298.00	300.00			
3	3830.0	23	0	23	23	23	23	23	23	165.0	1300.0	0.0	40.0	0.0	220.0		150.0	140.0			280.0	280.0			250.0	242.0	7.8	7.1	7.1	240.0	284.00	290.00			
4	3800.0	23	0	23	23	24	24	24	24	60.0	1300.0	0.0	40.0	0.0	220.0		90.0	90.0			272.0	282.0			246.0	242.0	7.9	7.3	7.3	242.0	280.00	288.00			
5	3895.0	23	0	23	23	23	23	23	23	60.0	1300.0	0.0	40.0	0.0	220.0		80.0	50.0			270.0	294.0			246.0	258.0	7.9	7.0	7.0	280.0	296.00	290.00			
6	4161.0	23	0	23	23	24	24	24	24	60.0	1300.0	0.0	40.0	0.0	230.0		80.0	70.0			266.0	290.0			246.0	260.0	8.0	7.2	6.9	264.0	298.00	300.00			
7	4428.0	22	0	22	22	23	23	23	23	185.0	1200.0	0.0	40.0	0.0	240.0		60.0	60.0			292.0	290.0			270.0	252.0	7.8	6.9	7.1	268.0	294.00	306.00			
8	4451.0	23	0	23	23	23	23	24	23	118.0	1400.0	0.0	40.0	0.0	240.0		100.0	80.0			286.0	120.0			268.0	252.0	7.8	7.2	7.7	278.0	294.00	296.00			
9	4153.0	23	0	23	23	23	23	23	23	165.0	2000.0	0.0	40.0	0.0	240.0		100.0	80.0			266.0	256.0			280.0	242.0	7.7	7.2	7.2	266.0	294.00	294.00			
10	3546.0	23	0	23	23	24	24	24	24	60.0	2200.0	0.0	40.0	0.0	240.0		90.0	70.0			254.0	252.0			242.0	240.0	7.8	7.2	7.0	246.0	270.00	292.00			
11	3983.0	24	0	24	24	24	24	23	23	50.0	3500.0	0.0	40.0	1100.0	240.0		100.0	80.0			248.0	214.0			224.0	236.0	7.9	7.2	7.6	228.0	260.00	262.00			
12	3950.0	24	0	24	24	23	23	24	24	50.0	4100.0	0.0	40.0	1375.0	240.0		160.0	80.0			144.0	168.0			200.0	182.0	7.8	8.3	7.8	214.0	260.00	262.00			
13	3851.0	23	0	23	23	23	23	23	23	210.0	3900.0	0.0	40.0	1512.0	240.0		140.0	80.0			140.0	124.0			146.0	134.0	7.5	7.4	7.7	202.0	152.00	190.00			
14	4151.0	23	0	23	23	24	24	24	24	60.0	4400.0	0.0	40.0	1238.0	240.0		180.0	100.0			90.0	138.0			108.0	90.0	7.5	8.0	7.5	150.0	158.00	152.00			
15	4325.0	24	0	24	24	24	24	24	24		4300.0	0.0	40.0	1650.0	260.0		180.0	100.0			140.0	174.0			92.0	106.0	7.4	7.2	7.3	98.0	166.00	138.00			
16	4368.0	24	0	24	24	24	24	24	24		4000.0	0.0	40.0	1375.0	260.0		180.0	100.0			180.0	180.0			134.0	134.0	7.5	7.3	7.4	116.0	220.00	190.00			
17	4366.0	23	0	23	23	24	24	24	24	90.0	2800.0	0.0	40.0	1375.0	260.0		140.0	80.0			194.0	200.0			152.0	168.0	7.8	7.5	7.3	134.0	210.00	202.00			
18	4285.0	23	0	23	23	23	23	23	23	210.0	2500.0	0.0	40.0	1238.0	260.0		120.0	80.0			226.0	214.0			180.0	188.0	7.7	7.6	7.5	166.0	250.00	218.00			
19	4268.0	23	0	23	23	24	24	24	24	90.0	1800.0	0.0	40.0	688.0	260.0		120.0	100.0			244.0	262.0			200.0	222.0	7.8	7.7	7.0	170.0	268.00	226.00			
20	4037.0	23	0	23	23	24	24	23	23	60.0	2200.0	0.0	40.0	0.0	260.0		80.0	60.0			264.0	268.0			220.0	232.0	7.7	7.4	7.1	194.0	272.00	260.00			
21	3947.0	23	0	23	23	23	23	24	24	160.0	1900.0	0.0	40.0	0.0	260.0		80.0	60.0			260.0	252.0			228.0	226.0	7.5	7.0	7.2	222.0	300.00	200.00			
22	3932.0	24	0	24	24	24	24	24	24		1500.0	0.0	40.0	0.0	260.0		80.0	60.0			252.0	270.0			232.0	240.0	7.8	7.2	7.3	228.0	298.00	292.00			
23	3934.0	24	0	24	24	23	23	23	23	53.0	2500.0	0.0	40.0	0.0	260.0		100.0	80.0			248.0	260.0			248.0	236.0	7.6	7.2	7.3	242.0	304.00	280.00			
24	3934.0	24	0	24	24	23	23	24	24	53.0	2700.0	0.0	40.0	0.0	260.0		100.0	80.0			228.0	220.0			220.0	220.0	7.7	7.0	7.0	238.0	256.00	280.00			
25	3929.0	23	0	23	23	24	24	24	24	120.0	1800.0	0.0	40.0	0.0	260.0		100.0	100.0			216.0	232.0			192.0	190.0	7.6	6.9	7.1	218.0	224.00	244.00			
26	3924.0	24	0	24	24	24	24	23	23	55.0	1300.0	0.0	40.0	0.0	260.0		70.0	70.0			240.0	248.0			188.0	214.0	7.7	7.0	7.0	210.0	248.00	242.00			
27	3945.0	24	0	24	24	23	23	24	24	50.0	1700.0	0.0	40.0	0.0	260.0		60.0	100.0			232.0	262.0			214.0	224.0	7.7	7.1	7.1	218.0	288.00	282.00			
28	3947.0	24	0	24	24	24	24	24	24		900.0	0.0	40.0	0.0	260.0		60.0	80.0			258.0	252.0			214.0	228.0	7.4	7.0	7.1	220.0	278.00	270.00			
29	3981.0	24	0	24	24	24	24	24	24		1200.0	0.0	40.0	0.0	260.0		60.0	100.0			260.0	264.0			226.0	234.0	7.7	7.1	7.3	224.0	298.00	282.00			
30	3779.0	23	0	23	23	24	24	23	23	150.0	1400.0	0.0	40.0	0.0	260.0		80.0	110.0			252.0	272.0			230.0	236.0	7.6	6.8	7.2	228.0	296.00	298.00			
31	3324.0	24	0	24	24	23	23	24	24	65.0	1200.0	0.0	40.0	0.0	250.0		10.0	80.0			260.0	252.0			236.0	234.0	7.8	7.4	7.3	220.0	276.00	272.00			
Tot	124389.0	725		725	725	730	730	732	731	2579.0	66800.0		1240.0	11551.0	7700.0		3130.0	2600.0			7286.0	7314.0			6668.0	6662.0					8164.00	7972.00			
Avg	4012.5	24		24	24	24	24	24	24	83.2	2116.1		40.0	372.6	248.4		100.6	81.3			235.0	235.9			215.1	214.9	7.5	7.2	7.2	216.9	263.35	257.16			

Power Costs

Labor Costs

Chemicals

Supplies

Repairs

Testing Cost

TOTAL

\$14,698.65

\$49,250.80

\$17,263.84

\$680.92

\$620.76

\$80.00

\$82,594.97

Ave Rate of Wash (Vert. in/min)

Ave Wash Period (Minutes)

% Wash Water Used

Ave. Head Loss for Washing

2.07%

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

Signed

Title

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

Oper. Cert. No.

Cost per thousand gallons

\$0.66



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

Plant: Durant WTP

PWSID: 1010601

County: Bryan

Month/Year: Mar-19

Durant City Utilities Authority
System

PO 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 1.49 NTU	0
HIGHEST turbidity reading	0.131
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 1.49 NTU in two consecutive 15 minute readings? ☒ No ☐ Yes* (Complete the Turbidity Trigger Form and attach it to this MOR)
5. Was individual filter level greater than 0.54 NTU in two consecutive measurements after being on line for more than four hours? ☒ No ☐ Yes
6. Did the same filter exceed 1.49 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 2.49 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, 6, or 7, you must complete the Turbidity Trigger 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	7.96	2.00	2.30	6	0.05	0.06	0.06	0.10	0.04	0.05	2.81	2.89	2.94	3.00	2.82	1.74	2.65	1.24	
2	7.19	2.60	2.60	6	0.12	0.09	0.04	0.03	0.03	0.03	1.87	1.22	1.17	1.11	1.12	1.18	1.21	0.52	
3	6.68	2.90	2.90	6	0.03	0.03	0.04	0.09	0.06	0.03	1.19	1.45	1.57	1.85	1.98	2.72	1.19	0.84	
4	6.05	4.20	4.00	6	0.03	0.05	0.03	0.03	0.04	0.05	2.78	3.19	3.04	2.86	2.76	2.54	0.47	2.27	
5	5.70	3.00	2.20	6	0.06	0.03	0.04	0.08	0.03	0.03	2.78	3.13	3.12	3.08	3.19	2.70	2.24	0.64	
6	5.68	3.40	2.80	6	0.10	0.05	0.13	0.08	0.07	0.07	2.81	3.35	3.21	2.87	2.71	2.79	0.82	1.06	
7	6.22	1.90	2.60	6	0.06	0.05	0.04	0.06	0.04	0.07	2.84	3.50	3.37	3.09	2.93	2.82	2.50	1.26	
8	7.19	2.20	3.90	6	0.06	0.09	0.05	0.03	0.04	0.07	2.97	3.13	3.42	2.89	2.81	2.71	1.14	1.21	
9	8.01	2.20	3.50	6	0.08	0.08	0.06	0.06	0.03	0.03	2.79	3.11	3.04	2.81	2.52	2.71	1.39	1.49	
10	18.16	1.90	2.70	6	0.04	0.03	0.03	0.03	0.04	0.06	2.73	3.10	3.09	3.05	2.89	2.59	1.62	2.13	
11	9.87	1.90	2.90	6	0.07	0.03	0.03	0.03	0.03	0.04	2.58	2.85	2.82	2.85	2.79	2.54	1.29	2.12	
12	81.97	3.20	3.80	6	0.09	0.07	0.05	0.04	0.04	0.04	2.53	2.61	2.64	2.64	2.60	2.55	1.13	2.08	
13	96.17	4.90	4.80	6	0.09	0.05	0.04	0.04	0.09	0.12	2.57	2.67	2.55	2.57	2.51	2.15	1.78	1.83	
14	156.60	3.80	4.90	6	0.11	0.09	0.06	0.10	0.08	0.06	2.21	2.38	2.50	2.29	2.31	2.52	1.74	1.61	
15	77.78	2.50	3.10	6	0.08	0.07	0.06	0.05	0.04	0.04	2.63	2.55	3.02	2.81	2.65	2.75	1.52	1.57	
16	47.93	2.30	3.60	6	0.04	0.04	0.03	0.03	0.03	0.03	2.94	3.01	3.26	3.33	2.91	2.80	0.62	1.88	
17	40.28	2.50	3.30	6	0.08	0.04	0.04	0.04	0.03	0.03	2.96	3.45	3.43	3.36	3.04	2.57	1.30	1.68	
18	29.18	2.80	3.70	6	0.12	0.08	0.11	0.04	0.04	0.04	2.67	3.09	3.13	3.29	2.91	2.53	2.16	1.74	
19	21.86	2.20	3.90	6	0.04	0.04	0.04	0.03	0.04	0.03	2.63	2.99	3.05	3.34	3.04	2.87	1.18	2.03	
20	18.78	1.40	2.60	6	0.03	0.05	0.07	0.08	0.03	0.04	2.94	3.17	3.32	3.57	3.49	2.75	1.87	1.99	
21	13.06	1.80	2.60	6	0.06	0.05	0.06	0.03	0.04	0.06	2.63	2.52	2.74	3.14	2.89	2.28	1.64	1.00	
22	11.92	1.80	2.90	6	0.06	0.03	0.03	0.03	0.03	0.03	2.42	2.61	2.73	2.74	2.68	2.17	2.09	1.73	
23	10.09	1.90	2.10	6	0.06	0.03	0.03	0.04	0.04	0.05	2.39	2.63	2.78	2.81	2.55	2.69	1.22	1.77	
24	48.73	1.90	3.00	6	0.06	0.03	0.03	0.03	0.03	0.03	2.69	2.75	2.71	2.63	2.63	2.41	1.78	1.83	
25	24.23	2.20	2.60	6	0.03	0.03	0.03	0.07	0.03	0.04	2.52	2.73	2.87	2.88	2.82	2.48	0.72	1.59	
26	14.47	1.60	2.40	6	0.05	0.13	0.04	0.04	0.04	0.04	2.52	2.66	2.82	2.93	2.93	2.65	0.83	1.76	
27	12.80	1.80	2.20	6	0.04	0.04	0.06	0.04	0.03	0.04	2.73	2.87	2.92	3.14	2.95	2.65	2.15	1.42	
28	12.32	1.70	2.60	6	0.04	0.03	0.03	0.03	0.03	0.03	2.77	2.93	3.15	3.14	3.07	2.87	2.15	2.13	
29	9.73	1.60	2.70	6	0.03	0.03	0.03	0.03	0.04	0.07	2.89	2.99	3.00	3.00	2.98	2.82	1.39	1.50	
30	9.95	1.70	3.10	6	0.07	0.07	0.03	0.03	0.03	0.03	2.84	2.92	3.20	3.15	2.71	3.02	1.71	1.94	
31	10.90	1.60	2.20	6	0.05	0.04	0.03	0.03	0.03	0.03	3.04	3.22	3.27	3.22	3.15	2.97	1.69	2.85	

*** 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	0.2				0.8				####
2	yes	0.2				0.8				####
3	yes	0.2				0.8				####
4	yes	0.2				0.8				####
5	yes	0.3				0.9				####
6	yes	0.2				0.7				####
7	yes	0.2				0.7				####
8	yes	0.2				0.7				####
9	yes	0.1				0.6				####
10	yes	0.2				0.6				####
11	yes	0.2				0.7				####
12	yes	0.2				0.7				####
13	yes	0.2				0.8				####
14	yes	0.2				0.8				####
15	yes	0.2				0.8				####
16	yes	0.2				0.8				####
17	yes	0.2				0.7				####
18	yes	0.2				0.6				####
19	yes	0.1				0.7				####
20	yes	0.1				0.8				####
21	yes	0.1				0.5				####
22	yes	0.1				0.5				####
23	yes	0.1				0.5				####
24	yes	0.1				0.6				####
25	yes	0.1				0.7				####
26	yes	0.2				0.6				####
27	yes	0.3				0.7				####
28	yes	0.1				0.8				####
29	yes	0.1				0.8				####
30	yes	0.1				0.8				####
31	yes	0.1				0.8				####

Month March Year 2019
 PWS Name Durant Water Plant PWSID 1010601
 Plant Name WTP
 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

Signature of owner or operator

Date

Printed name

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 March 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. Took chlorinator apart and cleaned it
16. Prepping motors and piping in the Transfer pump building to paint
17. Fixed pressure relief valve on #2 transfer pump
18. Fixed leak on NAOH quill feed line
19. Replaced GFI electrical outlet in NAOH vault
20. Replaced sump pump in NAOH vault
21. Started painting motors, pumps and piping in the Transfer pump building
22. Mowed around Plant grounds
23. Weed eaten around buildings around Plant grounds
24. Pulled lagoon pump and installed rebuilt pump
25. Unloaded garnet, sand and anthrosite for #2 filter
26. Replaced 1" nipple under site tube of new plant alum
27. Treated 124,389,000 raw 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. Fix #2 filter underdrain | Time permitting |
| 5. Build new Fluoride Building | |

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

Deputy City Manager of Administration

Memorandum

Date: 4/1/2019
To: Utilities Authority
From: Greg Buckley, Assistant City Manager/City Treasurer
Re: Discuss and Consider Approval of Resolution 2019-13 Approving Professional Services Agreement for Bond Counsel and Financial Advisor for the Oklahoma Water Resources Board - Clean Water State Revolving Fund Loan Application for Automatic Meter Reading and Advance Reading Infrastructure System, or Take Any Other Appropriate Action

The Oklahoma Water Resources Board loan application process requires the use of Bond Counsel. The Public Finance Law Group has extensive experience in working with the OWRB and has a good history with the City of Durant. Their knowledge and experience will assist in ensuring the loan application is properly completed and processed with OWRB. Due to our working relationship with Public Finance Law Group they have agreed to a fee of 0.75%.

The Oklahoma Water Resources Board advises the use of a Financial Advisor to assist with the application process. Bank of Oklahoma Financial has extensive knowledge and experience in working with OWRB and cities throughout Oklahoma on CWSRF loans. Their role is to assist in the application and ensure our financial position is in accordance with OWRB requirements. They have worked with the City of Durant and agreed to a 0.5% fee.

Council Information / Action Requested

Approve Resolution 2019-13 Approving Professional Services Agreement for Bond Counsel and Financial Advisor for the Oklahoma Water Resources Board - Clean Water State Revolving Fund Loan Application for Automatic Meter Reading and Advance Reading Infrastructure System.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution Professional Services	Exhibit	4/8/2019
Public Finance Law Group Agreement	Exhibit	4/4/2019
BokF Agreement	Exhibit	4/4/2019

THE TRUSTEES OF THE DURANT CITY UTILITIES AUTHORITY, BRYAN COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THIS 9TH DAY OF APRIL, 2019, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by title by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

RESOLUTION NO. 2019-13

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENTS IN CONNECTION WITH AN AUTOMATED METER READING SYSTEM PROJECT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Durant City Utilities Authority, Bryan County, Oklahoma (the "Authority") has under consideration the construction of certain water system improvements, including the acquisition and installation of an automated meter reading system, along with related costs; and

WHEREAS, it is deemed desirable for the Authority to retain professionals in connection with the issuance of obligations through the Oklahoma Water Resources Board for such purpose.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DURANT CITY UTILITIES AUTHORITY, BRYAN COUNTY, OKLAHOMA:

Section 1. Professional Services Agreement. The Authority is authorized to enter into a legal services agreement with The Public Finance Law Group PLLC as the Authority's Bond Counsel, and a professional services agreement with BOK Financial Securities, Inc., as the Authority's Financial Advisor.

Section 2. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED AND APPROVED THIS 9TH DAY OF APRIL, 2019.

THE DURANT CITY UTILITIES
AUTHORITY, BRYAN COUNTY,
OKLAHOMA

(SEAL)

By _____
Chairman

ATTEST:

By _____
Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF BRYAN)

I, the undersigned, Secretary of The Durant City Utilities Authority, Bryan County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 9TH DAY OF APRIL, 2019.

(SEAL)

Secretary



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

THE DURANT CITY UTILITIES AUTHORITY, BRYAN COUNTY, OKLAHOMA CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of April 9, 2019, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and THE DURANT CITY UTILITIES AUTHORITY (the “Issuer”), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing of certain automated meter reading system improvements, along with related costs (the “Project”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Promissory Note to Oklahoma Water Resources Board through the CWSRF Loan Program (the “Note”); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, Thomas Marcum, Esq. (Burrage Law Firm PLLC), as counsel to the Issuer (“Issuer’s Counsel”), Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the “Financing Documents”).

- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.
- (4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the Note and, with respect to a tax-exempt Note, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Issuer's Counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by BOK Financial Securities, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other

legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of three-quarters of one percent (0.75%) of the principal amount of the Note.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$0.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the issuance of the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

ISSUER:

The Durant City Utilities Authority
300 W. Evergreen Street
PO Box 578
Durant, OK 74702-0578
Attention: City Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks III

THE DURANT CITY UTILITIES AUTHORITY

By: _____
Title: Chairman
Date: April 9, 2019



BOK FINANCIAL SECURITIES

Public Finance Division

499 West Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

April 9, 2019

The Durant City Utilities Authority
300 W. Evergreen St.
PO Box 578
Durant, OK 74702-0578

RE: Financial Advisory Services Provided to The Durant City Utilities Authority.

The purpose of this Engagement Letter (the “Letter”) is to set forth the role BOK Financial Securities, Inc. (“BOKFS”) proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to The Durant City Utilities Authority (the “Issuer”) in connection with the Issuer’s proposed Series 2019 Clean Water SRF Promissory Note to Oklahoma Water Resources Board. Upon Issuer’s acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer’s financial advisor, effective on the date this Letter is executed by Issuer (the “Effective Date”).

1. Scope of Services. BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on financial matters, including but not limited to the issuance and term of the proposed financing. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing. BOKFS will only serve as financial advisor in the investment of bond proceeds if mutually agreed upon in writing.

- (a) The Services shall be limited to the services described in **Appendix A** (the “Scope of Services”).
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) without BOKFS’s prior written consent.



- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation. For the above services, Issuer agrees to pay BOKFS the following:

- (a) For the proposed Series 2019 Clean Water SRF Promissory Note to Oklahoma Water Resources Board, a fee of 0.50% of the principal amount actually issued. It is understood that BOKFS will be paid no fee unless funding of such debt issue is successfully completed.
- (b) Expense reimbursement of \$0.00 for the proposed Series 2019 Clean Water SRF Promissory Note to Oklahoma Water Resources Board, with additional expenses above such amount to be approved by the Issuer.
- (c) Offering document printing, bond printing, DTC and CUSIP registration, mailing and distribution, bond counsel, rating fees, paying agent fees and other normal costs of issuance are the responsibility of the Issuer. To the extent the Issuer desires or it is convenient for BOKFS to front these types of expenditures, BOKFS will be reimbursed on actual costs and such reimbursement will be separate from BOKFS's out-of-pocket expense reimbursement. BOKFS's out-of-pocket expense reimbursement covers such items as copies, mail, fax, overnight delivery, report printing, and other hard costs.

4. Term of this Engagement. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph



3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered prior to such termination in a mutually acceptable amount which shall be negotiated in good faith between the parties.

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.** MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**

7. **Waiver of Jury Trial.** Each party agrees to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby or the relationship between the parties. Parties agree to waive consequential and punitive damages.

8. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

9. **Litigation Expenses.** In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument



executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

12. **Course of Dealing.** No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

13. **Interpretation.** This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

14. **No Reliance.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

15. **Authority.** Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

16. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Next Page]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Dated this 9th day of April, 2019.

BOK FINANCIAL SECURITIES, INC.

CHRIS GANDER
INVESTMENT BANKER

This engagement letter accepted by and on behalf of The Durant City Utilities Authority this 9th day of April, 2019.

CHAIRMAN



APPENDIX A SCOPE OF SERVICES

- A. Review financing needs of the Issuer.
- B. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. The survey is to include an analysis of the existing debt structure as compared with the existing and projected sources of revenue which may be pledged to secure payment of debt service.
- C. Assist in developing a plan of financing for needs of the Issuer, and/or financing alternatives available to the Issuer.
- D. Submit recommendations to the Issuer on the debt instruments and structure of debt under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, tax levy tables, options for prior payment, security provisions, timing of sale and any other additional provisions designed to make the issue attractive to investors.
- E. Advise the Issuer of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence interest rates or bidding conditions.
- F. Assist in developing presentations and applications for submission to rating agencies, and preparation of Official Statement and other offering materials.
- G. Assist in developing information for any election to be presented to voters related to the approval of the issuance of debt or levying additional ad valorem and/or sales tax including, but not limited to, providing information to local media and presentations to local civic organizations.
- H. Cooperate with Bond Counsel in preparation of legal documents and in assuring compliance with legal and regulatory requirements.
- I. Handle sale of all debt issues, both competitive and negotiated.
- J. Assist Bond Counsel with the preparation of forms and documents required for filing with the IRS or other governmental agency.
- K. Advise and assist with compliance with continuing disclosure regulations and/or agreements pertaining thereto.
- L. Provide follow-up analysis after issues, and analysis and advice regarding financing needs and questions during term of engagement.
- M. While serving as the Issuer's financial advisor, BOKFS agrees to refrain from acting as the underwriter in the original issue of any Issuer securities.
- N. On an as-needed basis, BOKFS shall meet and consult with the administration and staff of the Issuer concerning the Scope of Services herein. BOKFS shall further be available to confer with the Issuer and legal staff concerning questions regarding the business of the Issuer.
- O. BOKFS agrees to present all notice of sale documents and/or financing agreements, and other documents, to the Issuer's administration for advance review and approval.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to The Durant City Utilities Authority of Durant, Oklahoma (the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts.

If the fees due under the Engagement Letter will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary or disadvantageous financings. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

If the fees due under the Engagement Letter are based on hourly fees of BOKFS’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Issuer and BOKFS do not agree on a reasonable maximum amount at the outset of the engagement, because BOKFS does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.



Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer's interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to Issuer.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Related Disclosure Relevant to Issuer. While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS has made contributions in support of the community. Issuer may wish to consider any impact such contributions may have on how Issuer conducts its activities with BOKFS.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.

Material Legal or Disciplinary Event. Other than the disclosures summarized below, which may be material to the Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel, there are no legal or disciplinary events that should be disclosed on any Form MA or Form MA-I filed with the SEC.

April 29, 2009 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to "fair and reasonable" pricing of principal transactions and timeliness of trade reporting.



January 10, 2012 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegation was related to “fair and reasonable” pricing of principal transactions.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC’s Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm’s ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC’s Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System (<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.



The City of Durant

Public Works Director

Memorandum

Date: 4/5/2019
To: Utilities Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of a Professional Services Agreement with Wall Engineering for the AMR/AMI Water Meter Replacement Project to Provide Engineering Services as they Relate to the Requirements for the OWRB Clean Water State Revolving Fund Application for an Amount of \$3,960.00

As a part of the OWRB Clean Water State Revolving Fund application to help fund the AMR/AMI Water Meter Project, a certain amount of preliminary engineering, budgeting, projections, estimates, and cost analysis are required. This agreement is just for this preliminary portion of the project and any future agreement for the design, construction management, and inspection would be a separate service agreement to be decided on in the future.

Council Information / Action Requested

Approve Professional Services Agreement with Wall Engineering

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

ATTACHMENTS:

Description	Type	Upload Date
Professional Services Agreement	Cover Memo	4/5/2019

WORK ORDER FOR PROFESSIONAL SERVICES
CITY OF DURANT OKLAHOMA
WORK ORDER NUMBER DU-19-03
AMR/AMI METER REPLACEMENT

This will constitute authorization by CITY OF DURANT, OKLAHOMA (Owner) for WALL ENGINEERING, LLC (Engineer) to proceed with the outlined scope of services as defined below in accordance with "EJCDC Agreement for Engineering Services – Work Order Addition" previously approved by Owner.

PROJECT: AMR/AMI METER REPLACEMENT

- Participate in meetings with the Owner and other entities as required to define the project requirements
- Prepare Engineering Reports, Budgets, Projections, Estimates, Cost Analysis, and all other required preliminary engineering items as required for the OWRB Clean Water State Revolving Fund application for funding.
- Fees for engineering design, construction management, and inspection are included in the approved scope of work but are not a part of this Work Order. Fees and authorization to proceed will be included in a future amendment pending project funding and Owner approval.

For performing the engineering services described, the Engineer is to be paid based on a lump sum amount of \$3,960.00.

APPROVED:

CITY OF DURANT, OKLAHOMA

By: _____
Mayor

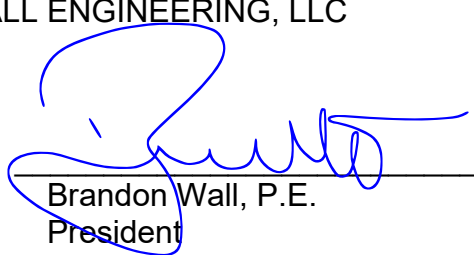
ATTEST:

City Clerk

Date: 04/09/19

ACCEPTED:

WALL ENGINEERING, LLC

By: _____
Brandon Wall, P.E.
President



The City of Durant

Public Works Director

Memorandum

Date: 4/5/2019
To: Utilities Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of Granting an Easement to OG&E as a Part of an Upgrade to the Facilities on Country Club Rd.

OG&E is running new, larger, 3 phase wires down the road right of way on Country Club Rd. and are requiring a slightly expanded easement. This is for power to service the new industrial customers in the area. This easement should not interfere with our current or future planned uses for this property.

Council Information / Action Requested

Approve Grant of Easement

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

ATTACHMENTS:

Description	Type	Upload Date
Easement and drawing	Cover Memo	4/5/2019



April 5, 2019

Durant City Utilities Authority
Jerry L. Tomlinson, Chairman

mcook@durant.org

To Whom It May Concern:

As part of an upgrade to the facilities on Country Club Road, we need to obtain an easement from Durant City Utilities Authority granting us the right to upgrade the facilities on the property. This project and the location of facilities require the easement for legal purposes.

If it is agreeable to you, please obtain the proper signature on the enclosed form and return it to the address shown at the top of the easement for recording. Please review the following instructions to ensure that this easement will be legally correct and that there will be no delay in processing:

- The **date of signing** must match the **date of notarizing**.
- The notary must fill in **all blanks** in the acknowledgement, and add the **notary seal**.
- The **notary expiration date** must be later than the **date of notarizing**.

Should you have any questions about this letter or the enclosed easement, please feel free to call me at (580) 220-2643 or on my mobile at (580) 515-3049 and I will do my best to answer your questions.

Sincerely,

A handwritten signature in blue ink that reads "Ida Norman".

Ida Norman
Field Service Agent
Ardmore Service Center
OG&E Corp Services

AFTER RECORDING RETURN TO:
LAND MANAGEMENT COORDINATOR
OGE ELECTRIC SERVICES
2214 W. BROADWAY
ARDMORE, OK 73401

EASEMENT

Work Order No: 7382502

KNOW ALL MEN BY THESE PRESENTS: THAT **The Durant City Utilities Authority**, an Oklahoma Public Trust, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in **BRYAN** County, State of Oklahoma, and is described as follows:

A part of the **SE/4 SE/4, Section 5, T7S, R9E** of the I.M., Bryan County, Oklahoma, being a part of a tract described in a deed recorded in Book 1346, Page 849 at the County Clerk, as shown and described on Exhibit "A", attached hereto and hereby made a part of this easement.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of April, 2019.

The Durant City Utilities Authority,
an Oklahoma Public Trust

Jerry L. Tomlinson, Chairman

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____ SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of April, 2019 personally appeared Jerry L. Tomlinson, Chairman of The Durant City Utilities Authority, an Oklahoma Public Trust, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed of such trust, for the uses and purposes set forth.

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

My Commission Expires: _____

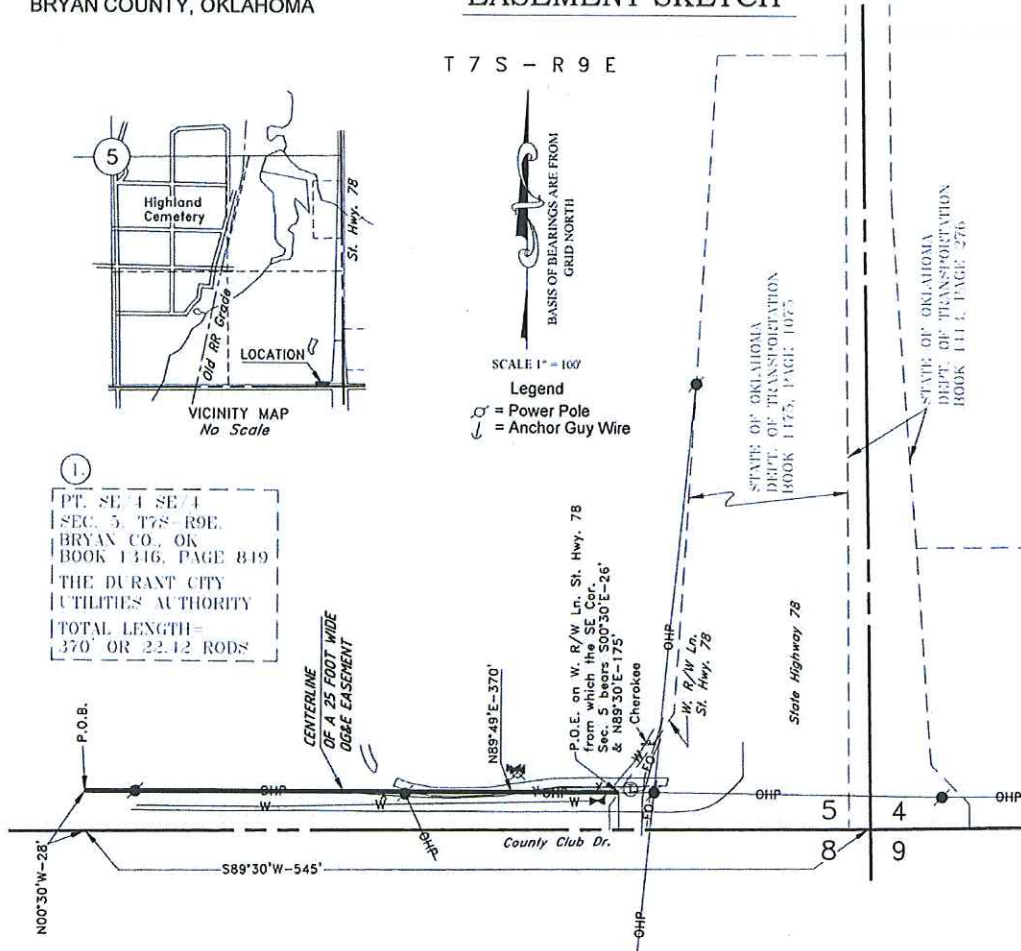
Commission # _____

Notary Public

25 FOOT WIDE OG&E EASEMENT IN A PART
OF THE SE/4 SE/4 SECTION 5, T7S-R9E,
BRYAN COUNTY, OKLAHOMA

EXHIBIT "A"

EASEMENT SKETCH



CENTERLINE DESCRIPTION OF A 25 FOOT WIDE OG&E EASEMENT IN A PART OF THE SE/4 SE/4 SECTION 5, T7S-R9E OF THE I.M., BRYAN COUNTY, OKLAHOMA:

COMMENCING at the Southeast Corner of said Section 5, Thence S89°30'W with the South Line of said Section, 545 feet, Thence N00°30'W perpendicular to the South Line of said Section, 28 feet to the POINT OF BEGINNING, Thence N89°49'E 370 feet to and ending on the West R/W Line of State Highway 78 from which the Southeast Corner of said Section bears S00°30'E-26' perpendicular to the South Line of said Section, 26 feet and N89°30'E with the South Line of said Section, 175 feet. Basis of Bearings are Grid North. Said being described by Jared A. Wiley L.P.L.S. No. 1820 on 4-2-19.

TOTAL LENGTH= 370' OR 22.42 RODS

SURVEYOR'S CERTIFICATE

I, Jared A. Wiley, Licensed Professional Land Surveyor, hereby state this plat depicts an accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



J. Wiley 4-4-2019
 Jared A. Wiley L.P.L.S. No. 1820
 Phone (580) 226-5108
 Fax (888) 662-7778
 1010 Northwest Blvd.
 Ardmore, OK 73401

OKLAHOMA GAS AND ELECTRIC COMPANY			
Bennett-Morris And Associates Land Surveying, P.C. ARDMORE, OKLAHOMA Surveying, P.C. - C.A. No. 5975 (LS)		OG&E EASEMENT SKETCH W.O. # 7382502 Tubacex	REVISIONS:
DRAWN BY: M. Sweeney	FILE #: 193008	DATE: 4-2-19	SCALE: 1 in = 100 ft
APPROVED BY: Jared A. Wiley	DRWG #: 193008-1.DWG	DATE: 4-2-19	SHEET 1

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **RONALD F. ARNETT and CAROLYN K. ARNETT, husband and wife**, parties of the first part in consideration of the sum of TEN & MORE (\$10.00) DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto **THE DURANT CITY UTILITIES AUTHORITY, an Oklahoma public trust, 300 W. Evergreen Street, Durant, OK 74701**, party of the second part, the following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

E/2 SE/4 of Section 5, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, LESS 1.79 acres for right of way occupied by the M.O.&G. Railway, according to the Government Survey thereof,

AND

Lot 1, LESS 9.83 acres reserved for the Townsite of Durant and the SE/4 NE/4 LESS AND EXCEPT 9.24 acres occupied as right of way by K.O.&G. Railroad and LESS AND EXCEPT a tract Beginning at a point 376.25 feet North of the Southeast Corner of the NE/4 of said Section 5; thence West 330 feet; thence North 660 feet; thence East 330 feet; thence South 660 feet to the Point of Beginning, all in Section 5, Township 7 South, Range 9 East of the Indian Base and Meridian, in Bryan County, Oklahoma, according to the Government Survey thereof, less and except all oil, gas, and other minerals lying in and under said tract; LESS AND EXCEPT ALL OIL, GAS AND OTHER MINERALS LYING IN AND UNDER THE ABOVE DESCRIBED PREMISES;

STATE OF OKLAHOMA

Bryan County

952.50

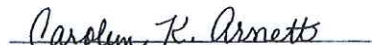
Documentary Stamps \$ 952.50

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

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

SIGNED and Sealed this 12th day of September, 2013.


RONALD F. ARNETT


CAROLYN K. ARNETT

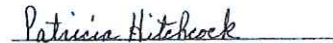
STATE OF OKLAHOMA, BRYAN COUNTY, ss.

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this 12th day of September, 2013, personally appeared **RONALD F. ARNETT and CAROLYN K. ARNETT, husband and wife**, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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




Notary Public