

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**

December 11, 2018

**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 November 13, 2018
- b. Consider Approval of Amended Repayment, Promissory Note and Loan Agreement Between the Durant City Utilities Authority and the Durant Industrial Authority Regarding CDBG-EDIF Loan/Contract No. 12101 CDBG ED 05 Earth Bio-Fuels

2. Consider Items Removed from Consent

3. Information Items

- a. Landfill Information & Reports - November 2018
- b. Solid Waste Department Monthly Report - November 2018
- c. Utility Department Monthly Report - November 2018
- d. Utility Line Maintenance Report- November 2018
- e. Waste Water Treatment Plant and Lab Monthly Report - November

2018

f. Water Treatment Plant Monthly Report - November 2018

4. Administration

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 3:20 p.m. on the 7th day of December, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 11/19/2018
To: Utilities Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of November 13, 2018

Council Information / Action Requested

Approval of Regular Meeting Minutes of November 13, 2018

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 11.13.2018	Exhibit	11/19/2018

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 4:55 p.m. on the 9th day of November, 2018.

MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY UTILITIES AUTHORITY OF November 13, 2018 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 9:45 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
Vice Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

Chairman Tomlinson declared a quorum.

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of October 9, 2018
- b. Consider Acknowledging Receipt of Permit for Fluoride Treatment System Upgrade from Oklahoma Department of Environmental Quality (ODEQ) to be Installed at our Water Treatment Plant

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve consent items as presented.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Information Items

- a. Landfill Information & Reports - October 2018
- b. Solid Waste Department Collection Monthly Report - October 2018
- c. Utilities Department Monthly Report - October 2018
- d. Utility Line Maintenance Report- October 2018
- e. Waste Water Treatment Plant and Lab Monthly Report - October 2018
- f. Water Treatment Plant Monthly Report - October 2018

4. Administration

- a. Consider Approval of Utility Project Agreement with Ameresco for Oversight, Coordination, and Management of Automated Meter Reading System Project, or take any other appropriate action

Approved

Marty Cook, Public Works Director, addressed council and stated this is an entirely different agreement than presented previously to council. Mr. Cook stated this contract would provide the City of Durant with an estimated cost and Request for Proposal (RFP) options for construction and meter systems. Mr. Cook stated there will be no cost to city associated with this contract.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Utility Project Agreement with Ameresco for oversight, coordination, and management of automated meter reading system project.

Motion Passed with the following vote:

Ayes: Dills, Hawthorne, Hitchcock, Tomlinson

Nays: Grube

- b. Consider Authorizing Staff to Move Forward with an Automated Meter Reading to Include the Necessary Infrastructure, Bidding for Contractors, Financing Options, and Recognize the Neptune Mach 10 as the Selected Meter, or Take Any Other Appropriate Action

No Action Taken

Adjournment

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 12/5/2018
To: Utilities Authority
From: Paul Buntz, Interim Executive Director of the Durant Industrial Authority
Re: Consider Approval of Amended Repayment, Promissory Note and Loan Agreement Between the Durant City Utilities Authority and the Durant Industrial Authority Regarding CDBG-EDIF Loan/Contract No. 12101 CDBG ED 05 Earth Bio-Fuels

Council Information / Action Requested

Approval of Amended Repayment, Promissory Note and Loan Agreement Between the Durant City Utilities Authority and the Durant Industrial Authority, CDBG-EDIF Loan/Contract No. 12101 CDBG ED 05 Earth Bio-Fuels.

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

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter from Oklahoma Department of Commerce	Exhibit	12/5/2018
Durant Promissory Note	Exhibit	12/5/2018
Durant Loan Agreement	Exhibit	12/5/2018
Durant Amortization Schedule	Exhibit	12/5/2018
Letter to Oklahoma Department of Commerce	Exhibit	12/5/2018

OKLAHOMA
DEPARTMENT OF COMMERCE

November 28, 2018

Jerry Tomlinson, Mayor
City of Durant
P. O. Box 578
Durant, OK 74702-0578

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

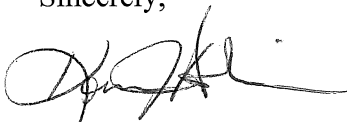
Dear Mayor Tomlinson:

Paul Buntz, Interim Executive Director of the Durant Industrial Authority has requested on behalf of the City of Durant to continue the reduction in the City of Durant's CDBG-ED monthly loan payment from \$1,666.67 to \$354.17 due to the closing of the Earth Bio-Fuels for an additional twelve months. This loan extension request has been approved. The outstanding loan balance through November, 2018 totals \$287,666.19. Therefore, the promissory note will be amended to reflect the current loan amount of \$287,666.19. The term of the note will be One Hundred Eighty-three (183) total payments. The first Twelve (12) payments will be \$354.17 per month beginning December 1, 2018; the next One Hundred Seventy (170) payments will be \$1,666.67 per month beginning December 1, 2019 and One (1) final payment totaling \$82.25 due on February 1, 2034.

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

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

Sincerely,



Karen Adair
Senior Economic Development Finance Specialist
Community Development

Enclosures

c: Durant City Utilities Authority
Durant Industrial Authority

Ninth Amended: CDBG PROMISSORY NOTE - Fixed Rate

Name and Address of Lender:	
Durant Industrial Authority 215 North 4th Durant, Oklahoma 74702	
Borrower's Name and Address:	Date of Note:
Durant City Utilities Authority P. O. Box 578 Durant, Oklahoma 74702	
	Maturity Date: February 1, 2034
	Amount of Note: \$287,666.19
	Interest Rate Per Annum: 0%
	Collateral Categories: Pledge of utility revenues from the City of Durant
Payment Terms:	
One Hundred Eighty-three (183) total payments. The first twelve (12) installments will be \$354.17 per month beginning December 1, 2018; the next One Hundred and Seventy (170) monthly installments beginning December 1, 2019 will be in the amount of \$1,666.67, and One (1) final installment totaling \$82.25 will be due on February 1, 2034.	

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

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

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

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

Borrowers shall initial each page here: [] []

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

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

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

Borrowers shall initial each page here: [] []

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City of Durant/Durant Biofuels, LLC

Promissory Note

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

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

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

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

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

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

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

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

Borrowers shall initial each page here: [] []

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City of Durant/Durant Biofuels, LLC

Promissory Note

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

The following must be notarized:

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

(Affix Seal Here)

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

Notary Public

Commission No. _____

My Commission expires: _____ (Affix Seal Here)

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

Ninth Amended: CDBG-EDIF LOAN AGREEMENT Date of Agreement:

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

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

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

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

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

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

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

Borrower shall initial each page here [] []

Contract No. 12101 CDBG ED 05

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

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

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

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

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

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

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

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

Borrower shall initial each page here [] []

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City of Durant/Durant Biofuels, LLC

Loan Agreement

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

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

1. Closing Documents. This Agreement, the CDBG-EDIF Promissory Note and any and all security, collateral, and other documentation required of Borrower by Lender;

2. Insurance: The Borrower will deposit and maintain with the Lender throughout the term of the loan, certificates of insurance, premiums prepaid or confirmations of renewal to be provided at renewal, with insurance companies satisfactory to the Lender, in such amounts and against such risks as shall be reasonably required by the Lender, including.

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

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

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

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

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

Borrower shall initial each page here [] []

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City of Durant/Durant Biofuels, LLC

Loan Agreement

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

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

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

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

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

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

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

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

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

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

Borrower shall initial each page here [] []

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City of Durant/Durant Biofuels, LLC

Loan Agreement

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

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

1. The Borrower shall not sell, transfer, convey, hypothecate, or mortgage, or otherwise encumber the Borrower's legal or equitable interest in any portion of the assets pledged as collateral on its' obligation under the promissory note, nor any other assets of the Borrower, tangible or intangible, which are necessary to the continued operation of the business (except in the regular course of business), nor to transfer or convey any ownership interest or control of the Borrower, or the holder of the obligation of the Borrower to the Lender shall be entitled, at the Lender's option, to declare all sums owing by the Borrower on this obligation or any obligation of the Borrower to the holder immediately due and payable. Further, the Borrower shall not undertake secondary financing on the Project.

2. The Borrower shall not extend new, nor fund existing, loans, accounts receivable, or drawing accounts to officers or employees, or to any officer or employee of an affiliate or subsidiary, or declare or pay any dividends on any of its outstanding stock nor the stock of any subsidiary or affiliate, except as set forth herein, for the entire term of the Borrower' obligation under the terms of this agreement:

3. The Borrower shall not pay or contract to pay in any year in the aggregate any salaries, commissions, bonuses, or other compensation, either current or to be deferred, in excess of the amounts which were paid at the end of the last fiscal year as disclosed to Lender and the Oklahoma Department of Commerce, unless specifically excluded from this prohibition as follows:

4. The Borrower shall not endorse, guarantee, or otherwise become surety for or contingently liable upon the obligations of any person, firm, or corporation, provided, however, that the foregoing shall not apply to endorsements of negotiable instruments by Borrower in the ordinary course of business.

5. The Borrower shall not purchase or redeem any of its stock or purchase or redeem any stock held by others of any subsidiary or affiliate.

6. The Borrower shall not make any loans or advances or sell any of its accounts receivable with or without recourse, except as set forth herein:

7. The Borrower shall not reorganize, merge, or consolidate with, or acquire all or substantially all of the assets of any other company, firm, or association, or make any other substantial changes in the capitalization of Borrower or the general character of its business.

Borrower shall initial each page here [] []

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City of Durant/Durant Biofuels, LLC

Loan Agreement

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

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

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

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

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

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

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

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

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

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

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

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2018)

City of Durant/Durant Biofuels, LLC

Loan Agreement

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

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

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

VI. Prepayment of CDBG-EDIF Note.

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

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

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

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

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2018)

City of Durant/Durant Biofuels, LLC

Loan Agreement

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

VIII. General Provisions. Borrower agrees to the following:

1. No modification, consent, or waiver of any provision of this Agreement, nor consent by Lender to any departure by Borrower therefrom, shall be effective unless the same shall be in writing and signed by an officer of Lender and the Oklahoma Department of Commerce, and then shall be effective only in the specific instance and for the purpose for which given.

2. No act, delay, or omission, including Lender's waiver of remedy because of any default hereunder, shall constitute a waiver of any of Lender's rights and remedies under this Agreement or any other agreement between the parties. All rights and remedies of Lender are cumulative and may be exercised singly or concurrently, and the exercise of any one or more remedies will not be waiver of any other. No waiver, change, modification, or discharge of any of Lender's rights or of Borrower's duties as so specified or allowed will be effective unless in writing and signed by a duly authorized officer of Lender and the Oklahoma Department of Commerce, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent default. In the event the Lender or the Oklahoma Department of Commerce shall elect to selectively and successively enforce its rights under any of the covenants, terms, or conditions of this Agreement or any other agreement or document, such action shall not be deemed a waiver or discharge of any other covenants, terms, or condition lien, encumbrance or security instrument securing payment of the CDBG-EDIF Note, and all costs and other expenses due to the Lender. The foreclosure of any lien provided pursuant to this Agreement without the simultaneous foreclosure of all such liens shall not merge the liens granted which are not foreclosed with any interest which the Lender might obtain as a result of such selective and successive foreclosure.

3. This Agreement shall inure to the benefit of the successors and assigns of Lender and shall be binding on the heirs, executors, administrators, successors, and assigns of Borrower.

4. Lender at any time and at its option may pledge, transfer, or assign its rights under this agreement in whole or in part, and any pledgee, transferee, or assignee shall have the rights of Lender as to the rights or parts thereof so pledged, transferred, or assigned, provided, however, that Borrower shall not assign any of its rights hereunder except with the written consent of the Lender and the Oklahoma Department of Commerce.

5. If more than one Borrower executes this agreement, their responsibilities hereunder shall be joint and several and the reference to Borrower herein shall be deemed to refer to each Borrower.

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

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2018)

City of Durant/Durant Biofuels, LLC

Loan Agreement

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Contract No. 12101 CDBG ED 05

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

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

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

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

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

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

Borrower shall initial each page here [] []

2005 CDBG-EDIF (Amended November 2018)

City of Durant/Durant Biofuels, LLC

Loan Agreement

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

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

SIGNATURES

Accepted:

Borrower:

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

Borrower shall initial each page here [] []

City of Durant Contract No. 12101 ED 05

**Principal Amount
as of 11/30/2017**

\$287,666.19

Borrower: Durant City Utilities Authority

Lender: Durant Industrial Authority

No. of Months 12
Monthly Payment \$354.17
Pmt. Start Month/Yr. 12/1/18

No. of Months 171
Monthly Payment \$1,666.67
One Final Payment \$82.25
Maturity Date 2/1/2034

Payment No.	Payment	Prin remain.	Date
1	\$354.17	\$287,312.02	Dec-18
2	\$354.17	\$286,957.85	Jan-19
3	\$354.17	\$286,603.68	Feb-19
4	\$354.17	\$286,249.51	Mar-19
5	\$354.17	\$285,895.34	Apr-19
6	\$354.17	\$285,541.17	May-19
7	\$354.17	\$285,187.00	Jun-19
8	\$354.17	\$284,832.83	Jul-19
9	\$354.17	\$284,478.66	Aug-19
10	\$354.17	\$284,124.49	Sep-19
11	\$354.17	\$283,770.32	Oct-19
12	\$354.17	\$283,416.15	Nov-19
13	\$1,666.67	\$281,749.48	Dec-19
14	\$1,666.67	\$280,082.81	Jan-20
15	\$1,666.67	\$278,416.14	Feb-20
16	\$1,666.67	\$276,749.47	Mar-20
17	\$1,666.67	\$275,082.80	Apr-20
18	\$1,666.67	\$273,416.13	May-20
19	\$1,666.67	\$271,749.46	Jun-20
20	\$1,666.67	\$270,082.79	Jul-20
21	\$1,666.67	\$268,416.12	Aug-20
22	\$1,666.67	\$266,749.45	Sep-20
23	\$1,666.67	\$265,082.78	Oct-20
24	\$1,666.67	\$263,416.11	Nov-20
25	\$1,666.67	\$261,749.44	Dec-20
26	\$1,666.67	\$260,082.77	Jan-21
27	\$1,666.67	\$258,416.10	Feb-21
28	\$1,666.67	\$256,749.43	Mar-21
29	\$1,666.67	\$255,082.76	Apr-21
30	\$1,666.67	\$253,416.09	May-21
31	\$1,666.67	\$251,749.42	Jun-21
32	\$1,666.67	\$250,082.75	Jul-21
33	\$1,666.67	\$248,416.08	Aug-21
34	\$1,666.67	\$246,749.41	Sep-21
35	\$1,666.67	\$245,082.74	Oct-21
36	\$1,666.67	\$243,416.07	Nov-21

37	\$1,666.67	\$241,749.40	Dec-21
38	\$1,666.67	\$240,082.73	Jan-22
39	\$1,666.67	\$238,416.06	Feb-22
40	\$1,666.67	\$236,749.39	Mar-22
41	\$1,666.67	\$235,082.72	Apr-22
42	\$1,666.67	\$233,416.05	May-22
43	\$1,666.67	\$231,749.38	Jun-22
44	\$1,666.67	\$230,082.71	Jul-22
45	\$1,666.67	\$228,416.04	Aug-22
46	\$1,666.67	\$226,749.37	Sep-22
47	\$1,666.67	\$225,082.70	Oct-22
48	\$1,666.67	\$223,416.03	Nov-22
49	\$1,666.67	\$221,749.36	Dec-22
50	\$1,666.67	\$220,082.69	Jan-23
51	\$1,666.67	\$218,416.02	Feb-23
52	\$1,666.67	\$216,749.35	Mar-23
53	\$1,666.67	\$215,082.68	Apr-23
54	\$1,666.67	\$213,416.01	May-23
55	\$1,666.67	\$211,749.34	Jun-23
56	\$1,666.67	\$210,082.67	Jul-23
57	\$1,666.67	\$208,416.00	Aug-23
58	\$1,666.67	\$206,749.33	Sep-23
59	\$1,666.67	\$205,082.66	Oct-23
60	\$1,666.67	\$203,415.99	Nov-23
61	\$1,666.67	\$201,749.32	Dec-23
62	\$1,666.67	\$200,082.65	Jan-24
63	\$1,666.67	\$198,415.98	Feb-24
64	\$1,666.67	\$196,749.31	Mar-24
65	\$1,666.67	\$195,082.64	Apr-24
66	\$1,666.67	\$193,415.97	May-24
67	\$1,666.67	\$191,749.30	Jun-24
68	\$1,666.67	\$190,082.63	Jul-24
69	\$1,666.67	\$188,415.96	Aug-24
70	\$1,666.67	\$186,749.29	Sep-24
71	\$1,666.67	\$185,082.62	Oct-24
72	\$1,666.67	\$183,415.95	Nov-24
73	\$1,666.67	\$181,749.28	Dec-24
74	\$1,666.67	\$180,082.61	Jan-25
75	\$1,666.67	\$178,415.94	Feb-25
76	\$1,666.67	\$176,749.27	Mar-25
77	\$1,666.67	\$175,082.60	Apr-25
78	\$1,666.67	\$173,415.93	May-25
79	\$1,666.67	\$171,749.26	Jun-25
80	\$1,666.67	\$170,082.59	Jul-25
81	\$1,666.67	\$168,415.92	Aug-25
82	\$1,666.67	\$166,749.25	Sep-25
83	\$1,666.67	\$165,082.58	Oct-25
84	\$1,666.67	\$163,415.91	Nov-25
85	\$1,666.67	\$161,749.24	Dec-25

86	\$1,666.67	\$160,082.57	Jan-26
87	\$1,666.67	\$158,415.90	Feb-26
88	\$1,666.67	\$156,749.23	Mar-26
89	\$1,666.67	\$155,082.56	Apr-26
90	\$1,666.67	\$153,415.89	May-26
91	\$1,666.67	\$151,749.22	Jun-26
92	\$1,666.67	\$150,082.55	Jul-26
93	\$1,666.67	\$148,415.88	Aug-26
94	\$1,666.67	\$146,749.21	Sep-26
95	\$1,666.67	\$145,082.54	Oct-26
96	\$1,666.67	\$143,415.87	Nov-26
97	\$1,666.67	\$141,749.20	Dec-26
98	\$1,666.67	\$140,082.53	Jan-27
99	\$1,666.67	\$138,415.86	Feb-27
100	\$1,666.67	\$136,749.19	Mar-27
101	\$1,666.67	\$135,082.52	Apr-27
102	\$1,666.67	\$133,415.85	May-27
103	\$1,666.67	\$131,749.18	Jun-27
104	\$1,666.67	\$130,082.51	Jul-27
105	\$1,666.67	\$128,415.84	Aug-27
106	\$1,666.67	\$126,749.17	Sep-27
107	\$1,666.67	\$125,082.50	Oct-27
108	\$1,666.67	\$123,415.83	Nov-27
109	\$1,666.67	\$121,749.16	Dec-27
110	\$1,666.67	\$120,082.49	Jan-28
111	\$1,666.67	\$118,415.82	Feb-28
112	\$1,666.67	\$116,749.15	Mar-28
113	\$1,666.67	\$115,082.48	Apr-28
114	\$1,666.67	\$113,415.81	May-28
115	\$1,666.67	\$111,749.14	Jun-28
116	\$1,666.67	\$110,082.47	Jul-28
117	\$1,666.67	\$108,415.80	Aug-28
118	\$1,666.67	\$106,749.13	Sep-28
119	\$1,666.67	\$105,082.46	Oct-28
120	\$1,666.67	\$103,415.79	Nov-28
121	\$1,666.67	\$101,749.12	Dec-28
122	\$1,666.67	\$100,082.45	Jan-29
123	\$1,666.67	\$98,415.78	Feb-29
124	\$1,666.67	\$96,749.11	Mar-29
125	\$1,666.67	\$95,082.44	Apr-29
126	\$1,666.67	\$93,415.77	May-29
127	\$1,666.67	\$91,749.10	Jun-29
128	\$1,666.67	\$90,082.43	Jul-29
129	\$1,666.67	\$88,415.76	Aug-29
130	\$1,666.67	\$86,749.09	Sep-29
131	\$1,666.67	\$85,082.42	Oct-29
132	\$1,666.67	\$83,415.75	Nov-29
133	\$1,666.67	\$81,749.08	Dec-29
134	\$1,666.67	\$80,082.41	Jan-30

135	\$1,666.67	\$78,415.74	Feb-30
136	\$1,666.67	\$76,749.07	Mar-30
137	\$1,666.67	\$75,082.40	Apr-30
138	\$1,666.67	\$73,415.73	May-30
139	\$1,666.67	\$71,749.06	Jun-30
140	\$1,666.67	\$70,082.39	Jul-30
141	\$1,666.67	\$68,415.72	Aug-30
142	\$1,666.67	\$66,749.05	Sep-30
143	\$1,666.67	\$65,082.38	Oct-30
144	\$1,666.67	\$63,415.71	Nov-30
145	\$1,666.67	\$61,749.04	Dec-30
146	\$1,666.67	\$60,082.37	Jan-31
147	\$1,666.67	\$58,415.70	Feb-31
148	\$1,666.67	\$56,749.03	Mar-31
149	\$1,666.67	\$55,082.36	Apr-31
150	\$1,666.67	\$53,415.69	May-31
151	\$1,666.67	\$51,749.02	Jun-31
152	\$1,666.67	\$50,082.35	Jul-31
153	\$1,666.67	\$48,415.68	Aug-31
154	\$1,666.67	\$46,749.01	Sep-31
155	\$1,666.67	\$45,082.34	Oct-31
156	\$1,666.67	\$43,415.67	Nov-31
157	\$1,666.67	\$41,749.00	Dec-31
158	\$1,666.67	\$40,082.33	Jan-32
159	\$1,666.67	\$38,415.66	Feb-32
160	\$1,666.67	\$36,748.99	Mar-32
161	\$1,666.67	\$35,082.32	Apr-32
162	\$1,666.67	\$33,415.65	May-32
163	\$1,666.67	\$31,748.98	Jun-32
164	\$1,666.67	\$30,082.31	Jul-32
165	\$1,666.67	\$28,415.64	Aug-32
166	\$1,666.67	\$26,748.97	Sep-32
167	\$1,666.67	\$25,082.30	Oct-32
168	\$1,666.67	\$23,415.63	Nov-32
169	\$1,666.67	\$21,748.96	Dec-32
170	\$1,666.67	\$20,082.29	Jan-33
171	\$1,666.67	\$18,415.62	Feb-33
172	\$1,666.67	\$16,748.95	Mar-33
173	\$1,666.67	\$15,082.28	Apr-33
174	\$1,666.67	\$13,415.61	May-33
175	\$1,666.67	\$11,748.94	Jun-33
176	\$1,666.67	\$10,082.27	Jul-33
177	\$1,666.67	\$8,415.60	Aug-33
178	\$1,666.67	\$6,748.93	Sep-33
179	\$1,666.67	\$5,082.26	Oct-33
180	\$1,666.67	\$3,415.59	Nov-33
181	\$1,666.67	\$1,748.92	Dec-33
182	\$1,666.67	\$82.25	Jan-34
183	\$82.25	(\$0.00)	Feb-34



DURANT INDUSTRIAL AUTHORITY

215 North 4th Ave • Durant, OK 74701

(580) 924-7254 | (580) 924-4570

Email: pbuntz@durant.org

www.ok-durant.org



November 20, 2018

Mr. Vaughn Clark, Director, Community Development
Ms. Karen Adair, Senior Economic Development Finance Specialist
Oklahoma Department of Commerce
900 Stiles Avenue
Oklahoma City, OK 73104-3234

RE: CDBG-EDF Contract No. 12101

Dear Mr. Clark and Ms. Adair,

It is our request that an additional 12-month deferral of the City of Durant CDBG-EDF Contract number 12101, as to the Earth Bio-Fuels onsite railroad spur portion of the loan repayment designated for the City of Durant industrial access road improvement in the amount of \$354.17, be granted by ODOC.

These CDBG-EDIF funds, awarded in 2006, support the City infrastructure for the Earth Bio-Fuels Plant. We have annually requested deferral of the payment described above since our first letter in this regard on September 10, 2010.

From our records, our previous director, Mr. Tommy Kramer, informed you that in 2013 he had communications with Mr. Kit Chambers, the former Chief Financial Officer of Earth Bio-fuels, that as of 2013 the company was no longer in existence. I contacted the Bryan County Assessor, Mr. Glendel Rushing, this morning to confirm that the property remains in the ownership of Bryan County, having been acquired by the County on June 13, 2013 in a tax sale. The status of the property has not changed since my letter to you dated November 28, 2017, and Bryan County remains in control and ownership of the property.

If you have any questions or require additional information, please contact me at 580-920-7254, or by email at pbuntz@durant.org.

Very truly,

A handwritten signature in blue ink that reads 'Paul Buntz'.

Paul Buntz, Interim Director



The City of Durant

Solid Waste Landfill

Memorandum

Date: 12/4/2018
To: Utilities Authority
From: Kenny Cooper, Supervisor, Solid Waste Landfill
Re: Landfill Information & Reports - November 2018

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
November 2018 Project Shedule	Cover Memo	12/4/2018
November 2018 DEQ Report	Cover Memo	12/4/2018



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE DISPOSAL PROJECTS SCHEDULE ***November 2018***

A. Work Completed for November:

1. Covered C & D Site
2. Hauled MSW To SORD
3. picked up 293 rolloff's & 11 delivered

B. Work Planned For December:

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. '18 – Dec. '18:

Approx. Start – Finish Date:

- | | |
|--------------------------|---------------------|
| 1. Haul trash to Ardmore | 1-2018 thru 12-2018 |
|--------------------------|---------------------|

D. Projects Planned And Requested For Authorization:

1. None.



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: **NOVEMBER 2018**

Facility Name: **CITY OF DURANT C/D LANDFILL**

Permit Number: **3507001**

Mailing Address: **PO BOX 578**

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

DURANT, OK 74702-0578

Total # of Days open: **22**

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	7.81									
2	34.21									
3	17.51									
4										
5	45.4									
6	102.59									
7	46.8									
8	39.62									
9	27.49									
10	13.78									
11										
12										
13	37.91									
14	112.27									
15	99.27									
16	53.8									
17	23.2									
18										
19	100.17									
20	260									
21	86.2									
22										
23										
24										
25										
26	78.66									
27	74.62									
28	113.51									
29	95.23									
30	91.67									
31										
Total	1561.72	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: **12-3-18**



The City of Durant

Office of the Solid Waste Department

Memorandum

Date: 12/3/2018
To: Utilities Authority
From: Albert Pierce, Solid Waste Department Superintendent
Re: Solid Waste Department Monthly Report - November 2018

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 - November 2018	Exhibit	12/3/2018



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE PROJECTS SCHEDULE ***November 2018***

A. Work Completed:

1. Hauled 42.47 tons of extra hauling
2. Hauled 39 loads of extra hauling
3. Picked up and delivered 15 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 December

1. Refurbish. dumpsters
- 2.

C. Work Planned For Jan. '1-18 – Dec. 31-18

1. Pick up trash

D. Projects Planned And Requested For Authorization:

1. None.



The City of Durant

Office of City Clerk

Memorandum

Date: 12/3/2018
To: Utilities Authority
From: Stephanie Barfield, Utility Billing Supervisor
Re: Utility Department Monthly Report - November 2018

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 - November 2018	Exhibit	12/3/2018



Monthly Utility Billing, Cash Collection, And Consumption Summary

NOV 2018

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	6876		5961		6693	
Total Revenue Billed	\$294,804.95	\$1,873,228.87	\$205,113.78	\$1,221,066.66	\$668,212.77	\$2,136,577.65
Adjustments in Dollar	(\$3,866.45)	(\$26,632.00)	(\$15,542.48)	(\$103,590.71)	(\$6,121.90)	(\$33,697.95)
TOTAL CASH RECEIPTS	\$294,804.95	\$1,873,228.87	\$205,113.78	\$1,221,066.66	\$668,212.77	\$2,136,577.65

CONSUMPTION IN GALLONS	80,635,700
------------------------	------------

NEW SERVICE APPLICATIONS	72
NUMBER OF WALK IN/PHONE PAYMENTS	1,820
MAIL PAYMENTS	1,183
CREDIT CARD PAYMENTS	187
WEB PAYMENTS	831
DROP BOX PAYMENTS	460
BANK DRAFT PAYMENTS	767
CREDIT CARD DRAFT PAYMENTS	187
KIOSK	695
OTHERS	



The City of Durant

Office of the Water and Sewer Maintenance Department

Memorandum

Date: 12/5/2018
To: Utilities Authority
From: Jay Neal- Utility Line Maintenance Supervisor
Re: Utility Line Maintenance Report- November 2018

-
1. **Line Repairs, Taps, Installs**
 - a. **Water Leaks: 51 Water Leaks (4 Multi Day Operations)**
 - b. **Water Taps: 6**
 - c. **Sewer Stops: 26**
 - d. **Sewer Taps: 2 (1 Overnight across S 9th)**
 2. **Upcoming/Ongoing Projects**
 - a. **Working to complete the Water portion of the Airport Runway Extension Project**
 - b. **Mooney Lift Station on Agenda for approval**

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
City Council Attachment	Cover Memo	12/6/2018

November 2018

Water Leaks:	51
Water Taps:	6
Sewer Leaks:	2
Sewer Taps:	2
Other Completed Jobs:	164
Carryover Balance to Next Month	17

Jobs/Day	28.13
Jobs/Week	112.5
Jobs/Month	225

Added Leaks	42
Paid Taps	6



The City of Durant

Office of the Wastewater Treatment Plant

Memorandum

Date: 12/4/2018
To: Utilities Authority
From: Terry Condor, Waste Water Treatment Plant Superintendent
Re: Waste Water Treatment Plant and Lab Monthly Report - November 2018

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 and Lab Monthly Report - November 2018	Exhibit	12/4/2018



The City of Durant
Office of the Wastewater Treatment Plant

PROJECTS SCHEDULE

A: WORK COMPLETED IN NOVEMBER 2018

- 1: MONITORING OF SBR SE VALVES TO DETERMINE FURTHER FAILURES (on going)
- 2: CLEAN CLARIFIER WEIRS 11-27-18
- 3: CLEAN BLEND TANK MIXER 11-29-18
- 4: CLEAN EFFLUENT PUMP STATION -----
- 5: CLEAN RAW WATER PUMP STATION -----
- 6: CLEAN SCUM PUMP STATION 11/7/18
- 7: CLEAN DRAIN LIFT STATION (not needed)
- 8: CK TORQUE & OVERLOAD & GREASE CHAIN ON CLARIFIER 11-6-18
- 9: CALIBRATE DISCHARGE DO & PH METER 11/29-18
- 10: CHECK CALIBRATION OF DISCHARGE FLOW METER 11-26-18
- 11: RESET SBR PLC (not needed)
- 12: WASH DOWN STEP SCREEN 11-13-18
- 13: CLEAN UV TROUGHS AND FLUME 11-16-18
- 14: CHECK ELECTRIC MANHOLES 11-12-18
- 15: CLEAN OUT BUILDINGS 11-16-18
- 16: MANUALLY CHECK U.V. BULBS
- 17: WASH DOWN CASINO STEPSCREEN 11-8-18
- 18: CHECK ALL AUTOMATIC VALVES (on going)
- 19: VEHICLE INSPECTION 11-8-18
- 20: WALK-THRU INSPECTION 11/5/18
- 21: CLEAN ALL PLC's (not needed)
- 22: CLEAN D.O. METERS (not needed)
- 23: CHECK CLARIFIER OIL WEEKLY 11-6-18, 11-27-18

TREATED 98.377 MG OF WASTEWATER
PROCESSED .966548 MG OF TREATED SLUDGE

B: WORK PLANNED FOR DECEMBER 2018

- 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

November 2018

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)
11/1/2018	2.890	0.068	0.303	3.261	2.666	45.496	0.000	0.000	0.026
11/2/2018	3.217	0.077	0.300	3.594	2.975	46.000	0.000	0.000	0.025
11/3/2018	3.506	0.034	0.343	3.883	3.425	0.005	0.000	0.000	0.024
11/4/2018	3.427	0.027	0.280	3.733	3.208	0.004	0.000	0.000	0.027
11/5/2018	3.182	0.065	0.351	3.597	3.132	45.884	0.000	0.000	0.024
11/6/2018	3.601	0.081	0.368	4.050	3.329	42.908	0.000	0.000	0.021
11/7/2018	3.522	0.073	0.316	3.911	3.596	50.108	0.000	0.000	0.034
11/8/2018	3.207	0.070	0.299	3.576	3.110	50.606	0.000	0.000	22.277
11/9/2018	3.432	0.069	0.303	3.804	3.194	50.192	0.000	0.000	24.805
11/10/2018	3.322	0.030	0.324	3.676	3.114	0.310	0.000	0.000	24.412
11/11/2018	3.092	0.026	0.257	3.376	2.988	0.178	0.000	0.000	24.016
11/12/2018	3.393	0.032	0.238	3.662	3.235	0.063	0.000	0.000	24.127
11/13/2018	2.974	0.069	0.214	3.257	2.886	51.757	0.000	0.000	24.257
11/14/2018	3.103	0.072	0.213	3.388	2.849	56.464	0.000	0.000	24.523
11/15/2018	3.007	0.071	0.254	3.331	2.954	55.284	0.000	0.000	25.703
11/16/2018	2.706	0.066	0.256	3.029	2.751	52.217	0.000	0.000	3.448
11/17/2018	2.622	0.028	0.323	2.973	2.760	0.063	0.000	0.000	0.034
11/18/2018	2.622	0.028	0.323	2.973	2.760	0.063	0.000	0.000	0.034
11/19/2018	2.520	0.066	0.236	2.822	2.580	52.333	0.000	0.000	0.047
11/20/2018	2.570	0.087	0.278	2.935	2.498	54.762	0.000	0.000	0.048
11/21/2018	2.526	0.073	0.237	2.835	2.757	48.647	0.000	0.000	19.581
11/22/2018	2.272	0.027	0.279	2.578	2.527	0.084	0.000	0.000	19.343
11/23/2018	2.524	0.028	0.318	2.870	2.811	0.000	0.000	0.000	14.374
11/24/2018	2.510	0.016	0.321	2.848	2.841	0.000	0.000	0.000	16.124
11/25/2018	2.510	0.016	0.321	2.848	2.841	0.000	0.000	0.000	16.124
11/26/2018	2.913	0.087	0.156	3.156	2.929	51.666	0.000	0.000	8.999
11/27/2018	2.693	0.071	0.212	2.976	2.818	54.881	0.000	0.000	9.053
11/28/2018	2.911	0.068	0.191	3.169	3.078	52.054	0.000	0.000	8.813
11/29/2018	2.872	0.068	0.234	3.174	3.174	52.226	0.000	0.000	9.034
11/30/2018	2.765	0.070	0.257	3.092	3.126	52.291	0.000	0.000	9.333

Monday, December 03, 2018

Sum	88.411	1.664	8.302	98.377	88.913	966.548	0.000	0.000	328.695
Avg	2.947	0.055	0.277	3.279	2.964	32.218	0.000	0.000	10.957
Min	2.272	0.016	0.156	2.578	2.498	0.000	0.000	0.000	0.021
Max	3.601	0.087	0.368	4.050	3.596	56.464	0.000	0.000	25.703

CITY OF DURANT WASTEWATER TREATMENT PLANT MONTHLY OPERATION REPORT

MONTH OF

November 2018

DAY	DATE	WEATHER		FLOW		PUMPS		INFLUENT DATA				SLUDGE		SBR DATA				DWR				EFFLUENT	Visible Foam or Floating Solids in Discharge/ Comments			
		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	CBOD ₅	FECAL COLIFORM #ctu/100ml
T	11/1/18	1.5	50	3.3	3.1	1	4	7.3	10				24500	45496					8.7	7.6						N/D
F	11/2/18		54	3.6	3.5	1	4	7.3	10				23296	46000					8.7	7.7						N/D
S	11/3/18		51.6	3.9	3.7	1	4						22400						8.7	7.8						N/D
S	11/4/18		42	3.7	3.6	1	4						24480						7.3	7.7						N/D
M	11/5/18		46	3.6	3.5	1	4	7.3	7				26005	45884	800	800	800	750	8.8	7.7						N/D
T	11/6/18		57	4.1	3.9	1	4	7.3	7				23585	42909	800	800	850	750	8.9	7.6						N/D
W	11/7/18	3.24	50	3.9	3.8	1	4	7.1	4				22945	5008	750	850	850	750	9.1	7.4						N/D
T	11/8/18		49	3.6	3.4	1	4	7.0	4	39	54	16	22277	50606					9.4	7.6	2.5	0.2	2.0			N/D
F	11/9/18		42	3.5	3.6	1	4	7.3	1				24605	50192					9.1	7.6						N/D
S	11/10/18			3.7	3.6	1	4						24412						9.9	7.6						N/D
S	11/11/18			3.4	3.3	1	4						24016						10	7.6						N/D
M	11/12/18			3.7	3.5	1	4						24127						10.2	7.7						N/D
T	11/13/18		29	3.2	2.9	1	4	7.4	2				24257	51757	900	900	850	800	9.3	7.9						N/D
W	11/14/18		26	3.4	3.3	1	4	7.4	1	114	94	32	24523	56404	900	800	850	800	9.2	8.0	2.5	0.6	2.0			N/D
T	11/15/18		26	3.3	3.0	1	4	7.4	2				25023	55283	850	850	850	800	10.4	7.8						N/D
F	11/16/18		39	3.0	2.8	1	4	7.4	5				24523	52217					9.9	7.7						N/D
S	11/17/18			3.0	2.8	1	4						24257						9.5	7.8						N/D
S	11/18/18			2.8	2.5	1	4						24127						9.1	7.8						N/D
M	11/19/18		31	2.9	2.6	1	4	7.3	3				23547	52327	800	800	850	800	8.6	7.8						N/D
T	11/20/18		36	2.9	2.7	1	4	7.3	3				24338	54760	800	900	875	875	9.0	7.6						N/D
W	11/21/18		31	2.8	2.7	1	4	7.4	2	37	105	100	19581	48647	900	850	800	800	10.3	7.9	2.5	0.2	2.0			N/D
T	11/22/18			2.6	2.5	1	4						19343						9.4	7.8						N/D
F	11/23/18			2.9	2.8	1	4						14374						10.1	7.9						N/D
S	11/24/18			2.8	2.8	1	4						14124						9.2	7.8						N/D
S	11/25/18			2.8	2.7	1	4						9676						9.4	7.8						N/D
M	11/26/18		34	3.1	2.9	1	4	7.4	5				19352	57666	900	850	900	900	10.2	7.8						N/D
T	11/27/18		30	3.0	2.9	1	4	7.3	50				18106	54881	850	850	890	850	8.1	7.9						N/D
W	11/28/18		34	3.2	3.1	1	4	7.4	4	36	750	60	17676	52054	800	850	900	806	8.0	7.9	3.9	0.2	2.0			N/D
T	11/29/18		51	3.2	3.2	1	4	7.4	5				18069	52826					8.9	7.9						N/D
F	11/30/18		60	3.1	3.1	1	4	7.5	3				18066	52291					8.7	7.7						N/D



THE CITY OF DURANT

Office of the Wastewater Treatment Plant

Lab Report

11/1/18 to 11/30/18

Tests Processed

<u>84</u>	Bac-t's
<u>84</u>	BOD's
<u>20</u>	TSS's
<u>12</u>	NH3's
<u>22</u>	DO's
<u>22</u>	Ph's
<u>0</u>	Fecal Coliforms (May 1 st – Sept. 30 th) * 6 per set
<u>0</u>	FOG's

Work Projects

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



The City of Durant

Office of the Water Treatment Plant

Memorandum

Date: 12/3/2018
To: Utilities Authority
From: Phillip Hightower, Water Treatment Plant
Re: Water Treatment Plant Monthly Report - November 2018

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 #1 - November 2018	Exhibit	12/3/2018
Water Plant MOR #2 - November 2018	Exhibit	12/3/2018
November 2018 - CLO2 and Chlorite Report	Exhibit	12/3/2018
November 2018 Maintenance Report	Exhibit	12/3/2018

Mail **original** before the 10th of the following month
to the Department of Environmental Quality, Water Quality Division
P. O. Box 1677, Oklahoma City, OK 73101-1677

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT
WATER TREATMENT PLANTS

Durant City Utilities Authority

PO Box 578

Durant OK

74702

Plant: Durant Water Treatment F

PWSID: 1010601

Month: November 2018

Population: 19,491

System

Address

City

ZIP

DAY	WATER TREATED	FILTER OPERATION								WASH WATER IN 1000 GALS.	CHEMICALS USED-LBS.										ALKALINITY						pH			CaCO3 STABILITY Method:	HARDNESS		Chlorite residual	Chlorite lbs/day	REMARKS						
		FILTERS USED-HOURS									ALUM	LIME	POLYMER Name:	CARBON NAOH	OTHER Name: NH2SIF6	OTHER Name: copper sul	CHLORINE		"P"		TOTAL AM		CLO2 Residual		TOTAL PM		AM PM				AM	(ppm)									
		1	2	3	4	5	6	7	8								PRE	POST	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW	FILT	RAW			FILT				RAW	FILT	RAW	FILT	RAW	FILT
1	4,221	24	0	24	24	23	23	24	24	75	2800	0	40	550	0	0	0	240	100			132	246		0.18	100	200	7.2	7.4	7.2	256	148	272	0.9	260						
2	4,109	24	0	24	24	24	24	24	24		2400	0	40	1100	0	0	0	220	100			96	122		0.16	88	104	7.1	6.9	7.3	236	108	144	0.71	260						
3	4,098	24	0	24	24	24	24	23	23	75	2800	0	40	963	0	0	0	220	120			94	88		0.1	98	80	7	7.2	7.3	148	102	126	0.57	260						
4	3,492	23	0	23	23	23	23	24	24	170	2300	0	40	1100	0	0	0	200	90			90	76		0.14	94	84	7.1	7.1	7.2	104	96	100	0.52	280						
5	4,070	24	0	24	24	24	24	24	24		2200	0	40	963	0	0	0	200	90			90	80		0.14	100	80	7.1	7	7.2	96	110	100	0.42	280						
6	3,948	24	0	24	24	24	24	23	23	70	2300	0	40	825	0	0	0	120	80			84	76		0.16	280	84	7.2	7.2	7.5	84	102	96	0.52	280						
7	3,897	24	0	24	24	24	24	24	24		3000	0	40	688	0	0	0	150	90			226	120		0.19	218	170	7.7	7.4	7	88	246	134	0.52	280						
8	3,971	23	0	23	23	24	24	24	24	105	2000	0	40	413	0	0	0	110	90			238	188		0.19	266	206	7.6	7.2	7.2	132	258	260	0.71	280						
9	3,974	24	0	24	24	23	23	24	24	70	1800	0	40	550	0	0	0	100	80			272	222		0.15	272	222	7.8	7.3	7.3	200	285	236	0.76	280						
10	3,949	24	0	24	24	24	24	23	23	70	1800	0	40	413	0	0	0	100	60			270	242		0.13	290	242	7.8	7.4	7.5	220	288	286	0.8	280						
11	3,978	23	0	23	23	24	24	24	24	105	2200	0	40	413	0	0	0	100	60			282	254		0.2	282	264	7.8	7.5	7.4	246	278	276	0.61	280						
12	3,955	24	0	24	24	23	23	24	24	75	1800	0	40	275	0	0	0	100	80			288	266		0.12	296	272	7.6	7.5	7.6	272	280	282	0.71	280						
13	3,522	23	0	23	23	24	24	23	23	180	1100	0	40	0	0	0	0	90	60			288	266		0.13	306	268	7.6	7.1	7	280	318	320	0.9	240						
14	3,544	24	0	24	24	24	24	24	24		1400	0	40	0	0	0	0	50	60			286	260		0.13	310	276	7.8	7.1	7.3	254	292	280	0.61	240						
15	3,890	23	0	23	23	23	23	24	24	125	1300	0	40	0	0	0	0	60	60			276	258		0.14	294	262	7.7	7.1	7.4	270	306	312	0.8	240						
16	3,947	23	0	23	23	24	24	23	23	125	1400	0	40	0	0	0	0	80	40			286	280		0.14	290	266	7.9	7.2	7.3	276	310	312	0.66	240						
17	3,977	23	0	23	23	24	24	24	24	75	1400	0	40	0	0	0	0	100	80			292	270		0.11	294	282	7.9	7.5	7.4	270	280	310	0.66	240						
18	3,973	24	0	24	24	23	23	24	24	70	1400	0	40	0	0	0	0	100	60			306	282		0.14	294	298	7.9	7.4	7.5	286	280	304	0.52	240						
19	3,909	24	0	23	23	24	24	23	23	128	1400	0	40	0	0	0	0	90	60			306	266		0.17	292	276	7.8	7.5	7.5	280	278	296	0.61	240						
20	3,963	23	0	23	23	23	23	24	24	140	1500	0	40	0	0	0	0	90	60			290	272		0.39	304	268	7.9	7.3	7.4	284	290	290	0.71	240						
21	4,031	23	0	23	23	24	24	24	24	60	1200	0	40	0	0	0	0	100	60			286	280		0.16	300	274	7.9	7.4	7.5	276	292	292	0.71	240						
22	4,483	23	0	23	23	24	24	23	23	120	1600	0	40	0	0	0	0	100	60			292	274		0.15	296	260	7.9	7.6	7.4	280	278	288	0.61	240						
23	4,015	23	0	23	23	23	23	24	24	300	1300	0	40	0	0	0	0	100	60			294	270		0.17	292	260	8	7.6	7.5	278	276	290	0.61	240						
24	3,978	23	0	23	23	24	24	23	23	125	1400	0	40	0	0	0	0	80	60			280	280		0.15	282	268	7.9	7.3	7.4	270	328	306	0.66	240						
25	3,980	24	0	24	24	23	23	24	24	60	1200	0	40	0	0	0	0	100	80			290	266		0.16	292	260	7.9	7.5	7.5	270	306	294	0.52	240						
26	3,947	23	0	23	23	24	24	24	24	90	1200	0	40	0	0	0	0	60	60			282	262		0.17	288	276	8	7.5	7.5	284	320	320	0.52	240						
27	3,938	24	0	24	24	23	23	23	23	120	1200	0	40	0	0	0	0	100	60			274	268		0.17	298	274	8	7.3	7.5	278	312	322	0.57	240						
28	3,914	23	0	23	23	24	24	24	24	100	1200	0	40	0	0	0	0	70	50			296	266		0.11	298	280	8.1	7.6	7.5	260	300	300	0.47	240						
29	4,324	23	0	23	23	23	23	23	23	160	1300	0	40	0	0	0	0	100	60			290	270		0.13	290	278	7.9	7.4	7.5	290	328	318	0.66	260						
30	4,313	23	0	23	23	24	24	24	24	80	1400	0	40	0	0	0	0	100	100			302	268		0.15	304	266	8	7.4	7.6	280	318	308	0.61	260						
31																																									
TOT	119310				703	709	709	710	710	2873	51300		1200	8253				3430	2170			7378	6838		4.73	7708	6900	231	220	221	7048	7713	7774	19.16	7660						
Avg	3977							24	24	96	1710		40.00	275				114	72			246	228		0	257	230	7.7	7.3	7.4	234.9	257	259	0.639	#####						

Power Costs	\$14,222.53
Labor Costs	\$49,250.80
Chemicals	\$17,770.06
Supplies	\$246.59
Repairs	\$6,568.45
TOTAL	\$88,058.43

Cost per thousand Gallons \$ 0.73

Ave. Rate of Wash (Vert. in/min.)

Ave Wash Period (Minutes)

% Wash Water Used 2.41%

Ave. Head Loss for Washing

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

Signed

Title

DEQ Form # 630-577A
Revised 9/1/2000

Oper. Cert. No. B 90404

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT
WATER TREATMENT PLANTS**

System

Address

City

ZIP

PWSID: 1010601

Population: 19.491

Population:	<u>19,491</u>
--------------------	---------------

☒ Rapid Rate Filter

☐ Slow Sand Filter

No. OF	% OF TOTAL
SAMPLES	SAMPLES

TURBIDITY GREATER THAN 0.5 NTU:	0	0%	◀
TURBIDITY GREATER THAN 0.3 NTU:	0	0%	◀
TURBIDITY GREATER THAN 0.1 NTU:	9	5%	

TOTAL NO. OF TURBIDITY ANALYSES:		180
HIGHEST TURBIDITY READING	0.13	◀
NUMBER OF SAMPLES > 1 NTU	0	◀
NUMBER OF SAMPLES > 5 NTU	0	◀
95TH PERCENTILE OF FINISHED WATER TURBIDITY	0.10	◀ NOT REQUIRED
95TH PERCENTILE OF SETTLED WATER TURBIDITY	2.91	◀ NOT REQUIRED
CHLORINE RESIDUAL < 1.0 mg/l LEAVING PLANT (# Samples)		

INDIVIDUAL FILTER TURBIDITY CHECKLIST

☒ Yes ☐ No

2. DID ANY SINGLE FILTER EXCEED 2.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?

☒ No, Go to Question 3.

☐ Yes, What date was the filter profile completed?

DID THIS SAME FILTER EXCEED 2.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST MONTH?

☐ No, Go to Question 3.

☐ Yes, Schedule Comprehensive Performance Evaluation (CPE) with DEQ.

3. DID ANY SINGLE FILTER EXCEED 1.0 NTU IN TWO CONSECUTIVE 15 MINUTE PERIODS?

☒ No, Go to Question 4.

☐ Yes, What date was the filter profile completed?

DID THIS SAME FILTER EXCEED 1.0 NTU IN 2 CONSECUTIVE 15-MIN PERIODS DURING THE LAST 2 MONTHS?

☐ No, Go to Question 4.

☐ Yes, What date was the filter self-assessment completed?

4. DID ANY SINGLE FILTER EXCEED 0.5 NTU IN 2 CONSECUTIVE 15-MIN PERIODS AT THE END OF 4 HRS OF OPERATION?

☒ No, You are finished with the checklist.

☐ Yes, What date was the filter profile completed?

*** IF ANY OF QUESTIONS 2 THROUGH 4 ARE CHECKED "YES", YOU MUST**

COMPLETE THE TURBIDITY TRIGGER EVALUATION FORM AND ATTACH TO THIS MOR.

DAY	TURBIDITY									RESIDUAL DISINFECTANT								COMMENTS		
	RAW	SET	SET	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	ENTRY POINT TO DISTRIBUTION						DISTRIBUTION				
										12am	4am	8am	12pm	4pm	8pm	SYSTEM				
1	84.80	2.6	1.9	0.09	0.06	0.09	0.10	0.07	0.06	2.89	2.86	2.72	1.79	1.76	2.50	2.40	2.51			
2	8.73	1.6	2	0.06	0.05	0.05	0.04	0.04	0.04	2.44	2.90	3.01	3.21	3.18	2.96	0.93	2.35			
3	7.27	1.7	2	0.04	0.09	0.04	0.04	0.04	0.04	3.05	3.33	3.53	2.92	2.92	2.53	1.05	2.94			
4	7.70	1.2	1.4	0.07	0.05	0.05	0.10	0.06	0.05	2.55	2.82	2.85	2.85	2.74	2.35	2.45	1.23			
5	7.76	1.2	1.4	0.04	0.04	0.04	0.04	0.04	0.04	2.38	2.55	2.60	2.72	2.75	2.32	1.46	1.44			
6	8.76	1.2	1.1	0.10	0.06	0.04	0.04	0.04	0.04	2.40	2.63	2.69	2.72	2.57	2.36	2.14	1.40			
7	13.90	1.9	1.9	0.04	0.04	0.04	0.04	0.04	0.04	2.40	2.38	2.43	2.55	2.55	2.54	1.35	1.31			
8	15.65	1.8	2.5	0.06	0.05	0.04	0.04	0.04	0.04	2.58	2.80	2.78	2.72	2.61	2.31	2.22	1.25			
9	10.06	1.8	2.6	0.06	0.05	0.04	0.04	0.04	0.04	2.43	2.80	2.90	2.78	2.66	2.30	1.17	1.10			
10	8.84	1.9	2	0.06	0.07	0.04	0.04	0.04	0.04	2.32	2.61	2.86	2.77	2.67	2.37	1.14	1.30			
11	8.80	2	2.3	0.04	0.08	0.04	0.04	0.04	0.04	2.39	2.75	2.90	3.01	3.01	2.94	2.28	1.15			
12	7.93	1.8	2.5	0.07	0.04	0.04	0.04	0.06	0.06	2.95	3.09	3.14	3.08	2.99	2.97	1.27	1.23			
13	7.89	1.8	2.1	0.09	0.08	0.04	0.04	0.04	0.04	2.96	3.12	3.26	3.26	3.51	2.65	2.85	1.37			
14	7.35	1.8	1.4	0.04	0.04	0.05	0.05	0.06	0.06	2.59	2.67	2.81	2.97	2.79	2.38	1.47	1.71			
15	6.78	2.5	2.2	0.07	0.12	0.11	0.04	0.04	0.04	2.53	2.70	2.87	3.13	2.81	2.32	2.37	1.83			
16	7.37	2.6	3.1	0.06	0.13	0.09	0.08	0.04	0.05	2.48	2.93	3.00	3.10	2.96	2.48	1.72	1.66			
17	6.01	2.4	2.6	0.05	0.07	0.04	0.04	0.04	0.05	2.61	2.85	3.02	3.02	2.64	2.54	1.73	1.82			
18	6.67	2.2	2.9	0.05	0.06	0.08	0.09	0.08	0.12	2.65	3.00	3.03	3.11	3.03	2.97	2.41	1.71			
19	5.91	2.3	2.5	0.12	0.08	0.09	0.10	0.05	0.06	3.00	3.21	2.92	3.09	2.80	2.32	1.76	1.86			
20	5.91	2.1	1.6	0.09	0.05	0.05	0.05	0.04	0.04	2.44	2.89	2.98	2.86	2.22	2.48	2.33	1.90			
21	5.85	2.4	1.3	0.09	0.04	0.04	0.04	0.04	0.05	2.53	2.99	2.83	2.81	2.27	2.40	1.84	2.61			
22	5.51	2.4	3.1	0.05	0.06	0.09	0.08	0.07	0.12	2.55	3.04	3.03	2.98	2.57	2.41	2.24	2.53			
23	8.54	2.1	3	0.12	0.11	0.07	0.04	0.07	0.04	2.76	3.10	3.28	3.14	2.64	2.45	1.95	1.98			



CHLORINE DIOXIDE AND CHLORITE MONITORING AND REPORTING FORM

1. Public Water System (PWS) Information:

PWSID: OK 1010601

PWS Name: City of Durant

2. Compliance Information:

Water System Facility ID: 1010601

Plant Name: Durant Water Plant

Month: November Year: 2018

3. Analytical Results & Summary Information:

Entry Point Monitoring			Chlorine Dioxide Daily Monitoring (Summary Type: CLO2)				
Day	ClO ₂ (mg/L)	Chlorite (mg/L)					
1	0.18	0.9	Number of Samples Required:				
2	0.16	0.71	Number of Samples Collected:		30		
3	0.1	0.57	Was All Chlorine Dioxide Monitoring & Reporting Completed?		Yes / No		
4	0.14	0.52	Number of ClO ₂ samples exceeded the MRDL of 0.8 mg/L?		0		
5	0.14	0.42	If a routine sample exceeds the MRDL, the system is required to take (3) three more samples the next day.				
6	0.16	0.52	Chlorite Daily Monitoring (Summary Type: CLO2)				
7	0.19	0.52	Number of Samples Required:				
8	0.19	0.71	Number of Samples Collected:		30		
9	0.15	0.76	Was All Chlorite Monitoring & Reporting Completed?		Yes / No		
10	0.13	0.8	Number of Chlorite samples exceeded the MCL of 1.0 mg/L?				
11	0.2	0.61	If a routine sample exceeds the MCL, the system is required to take (3) three more samples the next day.				
12	0.12	0.71	* If you didn't use Chlorine Dioxide for disinfection any day this month, please mark "n/a" in that day's box to prevent a Monitoring violation.				
13	0.13	0.9					
14	0.13	0.61					
15	0.14	0.8	Routine Chlorite Monthly Monitoring in Distribution System				
16	0.11	0.66	Sampling Location	Lab Sample ID	Sampling Point ID	Collection Date	Certified Lab ID
17	0.14	0.52	Near 1st Customer				
18	0.17	0.61	Avg. Residence Time				
19	0.17	0.61	Max. Residence Time				
20	0.39	0.71	Monitoring Period Average:				
21	0.16	0.71	Mark (X) if analytical results were reported electronically: _____				
22	0.15	0.61	- If the arithmetic average of any three sample set exceeds the Chlorite MCL (1.0 mg/L), the system is in violation of the MCL.				
23	0.17	0.61	- If more than one three-sample set was collected, attach additional copies of this form.				
24	0.15	0.66					
25	0.16	0.52					
26	0.17	0.52					
27	0.17	0.57					
28	0.11	0.47					
29	0.13	0.66					
30	0.15	0.61					
31							

Signature of owner or operator: _____

Date: _____

Operator License Number _____

Send all documents to:

Joe Keeble
Disinfection Byproducts Compliance Coordinator
Water Quality Division, DEQ
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

DEQ Form # 630-577D
 Revision 06/01/2009



THE CITY OF DURANT

Office of the Water Treatment Plant

Water Treatment Plant Projects Schedule November 2018 Monthly Report

A. Work Completed

1. Calibrate lab instruments daily
2. Maintained Water Plant
3. Cleaned all buildings weekly
4. Backwashed filters as needed
5. Backwashed raw pumps weekly
6. Hooked up chlorine tanks and checked for leaks
7. Unload chemicals as they arrived
8. Pulled sludge as needed
9. Run daily chlorine dioxide samples on raw line
10. Flushed alum pumps
11. Inspected fire extinguishers
12. Pulled required water samples and send to ODEQ
13. Clean turbidity meters as needed
14. Cleaned screens on CLO2 generator as needed
15. Fixed water leak on raw water line going to raw turbidity meter
16. Fixed pvc line on polymer transfer pump
17. Removed old fluoride feed machine
18. Check and maintain fluid levels on trucks and mower
19. Painted yellow stripes in front of electrical boxes around plant
20. Installed flow meter in the finished vault water line going to town
21. Installed valve actuator on #6 backwash valve
22. Scada repair man wired in #6 actuator
23. Went to lake Durant removed grass off face of dam
24. Mowed sides of the dam and the water line right of way
25. Weed eaten around all the valve statcks and vaults at the lake
26. Had survey of the top of Lake Durant dam
27. Conducted inspection of Lake Durant Dam
28. Did monthly safety inspection
29. Treated 119,310,000 gallons of water

B. Work Planned for January-December

Approx Start/Finish Date

- | | |
|-----------------------------------|-----------------|
| 1. Paint buildings | Time permitting |
| 2. Put Gravel at Chuckwa Tower | Time Permitting |
| 3. Put Gravel at Raw Pump Station | Time Permitting |
| 4. 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