

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.

## DURANT INDUSTRIAL AUTHORITY

4:00 PM

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

**July 6, 2023**

### AGENDA

#### CALL TO ORDER

#### INVOCATION/FLAG SALUTE

#### 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 June 6, 2023 Meeting Minutes

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

##### **3. Information Items**

- a. DIA Financial Report June 2023

##### **4. Administration**

- a. Consider Approval of Small Business Grant Applications- 5K
- b. Consider Approval of Lease Agreement with Air Evac EMS, Inc.
- c. Consideration, discussion, and possible action regarding the recommendation of an Interim Executive Director of the Durant Industrial Authority to the City Manager.

##### **5. Executive Session**

##### **6. New Business**

#### ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 7th day of December, 2022 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 5th day of July, 2023.



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Tamme Collins, City of Durant



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:** Nichole Tucker, Economic Development Director  
**Re:** Consider Approval of June 6, 2023 Meeting Minutes

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### Council Information / Action Requested

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

#### ATTACHMENTS:

1. DIA 06.06.2023 Agenda Minutes

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 7th day of December, 2022 and that an agenda of said meeting was posted at the place of such meeting at 2:30 p.m. on the 2nd day of June , 2023.



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Tamme Collins, City of Durant

**MINUTES OF THE MEETING OF DURANT INDUSTRIAL AUTHORITY  
June 6, 2023 AT 4:00 PM, Roscoe J. Hatfield  
Council Chambers,  
300 West Evergreen,  
Durant, Oklahoma**

**CALL TO ORDER**

Chairman Hammock called the meeting to order at 4:02 p.m.

**INVOCATION/FLAG SALUTE**

Chairman Hammock provided the invocation.

**ROLL CALL**

Present:  
Trustee Mike Davis  
Trustee Grace Rudolf  
Trustee Jeff Shattuck  
Chairman Jeff Hammock  
\*Advisory Member Tammye Gwin arrived at 4:05

Absent:  
Vice Chairman Rogers  
Trustee Cole Walker  
Advisory Member Thomas Newsom

**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 May 2, 2023 Meeting Minutes

Motion was made by Trustee Davis and seconded by Trustee Rudolf to approve the May 2, 2023 Meeting Minutes.



Motion Passed with the following vote:

Ayes: Davis, Rudolf, Shattuck, Hammock

Nays: None

Abstain: None

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

No Consent Items Removed.

## **3. Information Items**

a. DIA Directors Report May 2023

b. DIA Financial Report May 2023

## **4. Administration**

a. Consider Approval of Small Business Grant Applications- 2K

Trustee Davis wanted to note for the record that there was a labeling error on one of the electronic files when you clicked on Blakes Coffee and it pulled up Parish 1807. Nichole Tucker mentioned it was a mistake on our part.

Motion was made by Trustee Shattuck and seconded by Trustee Davis to Approve 4 a. the 2 Small Business Grant Applications for the \$2000.00 Grants as presented.

Motion Passed with the following vote:

Ayes: Davis, Rudolf, Shattuck, Hammock

Nays: None

Abstain: None

b. Consider Approval of Small Business Grant Applications-5K

Motion was made by Trustee Davis and seconded by Trustee Rudolf to Approve Small Business Grant Applications for \$5000.00

Motion Passed with the following vote:

Ayes: Davis, Rudolf, Shattuck, Hammock

Nays: None

Abstain: None

**5. Executive Session**

**6. New Business**

**ADJOURNMENT**

Motion was made by Trustee Davis and seconded by Trustee Shattuck to Adjourn.

Motion Passed with the following vote:

Ayes: Davis, Rudolf, Shattuck, Hammock

Nays: None

Abstain: None



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:**  
**Re:** Information Items

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**Council Information / Action Requested**

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

**ATTACHMENTS:**



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:**  
**Re:** DIA Financial Report June 2023

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### Council Information / Action Requested

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

#### ATTACHMENTS:

1. May 2023 DIA & ED Financial Reports

# Durant Industrial Authority

Cash Balance:	5/31/2023	5/31/2023
Fund 110	\$3,527,626.56	
Fund 020	\$2,200,906.13	

FUND 110	5/31/2023	22/23 Budget
Income Statement		
BEGINNING BAL.		\$2,185,389.00
Total Revenue	\$1,185,717.74	\$1,101,454.50
Total Expenses	\$83,437.75	\$91,023.00
FUTURE PROJECTS		\$3,195,821.00
Change in Net Position	\$1,102,279.99	

FUND 020	5/31/2023	22/23 Budget
Income Statement		
BAL FORWARD		\$1,037,706.00
Total Revenue	\$498,791.40	\$521,104.00
Total Expenses	\$803,120.68	\$1,541,028.00
Contingency Reserve		\$17,782.00
Change in Net Position	(\$304,329.28)	

**DURANT INDUSTRIAL AUTHORITY - FUND 020**

**INCOME & EXPENSE STATEMENT**

91.67% of Fiscal Year

May 31, 2023

	Current Month		Fiscal Year To Date			
	May-23	% of	YTD Amount	% of	2022-2023	
		Total Revenue		Total Revenue	Budget	% of Budget
<b>REVENUES:</b>						
BEGINNING BALANCE					957,706	59.71%
Interest	0.00	0.00%		0.00%	500	0.03%
DIA Property Lease Revenue	1,500.00	6.00%	14,419	2.89%	15,919	0.99%
Proceeds From Sale Of Property	0.00	0.00%		0.00%	-	0.00%
DIA Grant Revenue		0.00%	7,500	1.50%	35,900	2.24%
Misc. Revenue		0.00%	1,450	0.29%	1,450	0.09%
Transfer from Economic Development-DEBT PYMNT	7,585.25	30.32%	83,438	16.73%	91,023	5.67%
Transfer from Economic Development- REIMB		0.00%		0.00%	118,740	7.40%
CDBG Loan Pmt. Reimb - CG	1,666.67	6.66%	18,333	3.68%	20,000	1.25%
CDBG Loan Pmt. Reimb - CG	0.00	0.00%			-	0.00%
CDBG Loan Pmt. Reimb - ES	1,666.48	6.66%	18,331	3.68%	20,000	1.25%
TIF#3-19 TUBACEX TAX REFUND REV	12,470.77	49.85%	351,766	70.52%	339,296	21.15%
TIF#3-DIA 1% TAX REFND REV.	125.97	0.50%	3,553	0.71%	3,427	0.21%
PROJECT ENERGY						0.00%
<b>TOTAL REVENUES</b>	<b>25,015.14</b>	<b>1.56%</b>	<b>498,791</b>	<b>31.10%</b>	<b>1,603,961</b>	<b>100.00%</b>

	Current Month		Fiscal Year To Date			
	May-23	% of	YTD Amount	% of	2022-2023	
		Total Revenue		Total Revenue	Budget	% of Budget
<b>EXPENSES:</b>						
<b>Economic Development:</b>						
Legal Fees	105.00	2.30%	1,977.50	1.26%	10,000	3.71%
Audit Fees (Prorated)	1,770.38	38.76%	7,391	4.72%	8,117	3.01%
Utilities	107.53	2.35%	948	0.61%	1,500	0.56%
Phone & Communications		0.00%		0.00%	200	0.07%
Postage & Telecommunications		0.00%		0.00%	200	0.07%
Consulting Fees	560.00	12.26%	13,060	8.34%	25,991	9.64%
Publications & Advertising		0.00%	7,520	4.80%	24,600	9.12%
Contract Labor	650.00	14.23%	103,523	66.08%	164,640	61.07%
Comp. Software & Accessories		0.00%	8,583	5.48%	10,850	4.02%
Photo Copies		0.00%		0.00%	500	0.19%
Office Supplies	0.00	0.00%	184	0.12%	600	0.22%
Meeting Expenses		0.00%	777	0.50%	1,500	0.56%
Membership/Licenses/Certifications	0.00	0.00%	1,600	1.02%	2,305	0.85%
Janitorial Services		0.00%		0.00%	-	0.00%
Misc. Expenditures		0.00%		0.00%	500	0.19%
Training & Travel	775.24	16.97%	4,508	2.88%	10,900	4.04%
I. T. Service Fees	599.17	13.12%	6,591	4.21%	7,190	2.67%
Transfer to Capital Impr. Fund		0.00%		0.00%		0.00%
<b>Total Economic Development Expenses</b>	<b>4,567.32</b>	<b>100.00%</b>	<b>156,662</b>	<b>98.74%</b>	<b>269,593</b>	<b>96.29%</b>

<b>Industrial Projects:</b>						
CMP CDBG \$300K Loan Pmt.		0.00%	6,250	1.13%	7,500	1.00%
Big Lots CDBG \$500K Loan Pmt.	2,083.34	10.61%	22,917	4.16%	25,000	3.34%
CFG CDBG \$400K Loan Pmt.	1,666.67	8.48%	18,333	3.33%	20,000	2.67%
EB - CDBG \$400K Loan Pmt.	1,666.67	8.48%	18,333	3.33%	20,000	2.67%
ES - CDBG Loan Pmt.	1,666.48	8.48%	18,331	3.33%	20,000	2.67%
CG Land Acquisition Costs		0.00%	38,522	6.99%	38,523	5.15%
E.D. PROMOTION ACTIVITIES						0.00%
TIF#3 19 Tubacex Reimb Payment		0.00%	322,537.04	58.54%	339,296	45.35%
Small Business Technology	8,000.00	40.73%	53,000.00		60,000	8.02%
Small Business Grant	4,560.79	23.22%	52,765.79		200,000	26.73%
SG ECHO,LLC LOAN		0.00%		0.00%	-	0.00%
CONTINGENCY RESERVE		0.00%		0.00%	17,846	2.39%
<b>Total Industrial Projects Expenses</b>	<b>19,643.95</b>	<b>100.00%</b>	<b>550,990</b>	<b>80.80%</b>	<b>748,165</b>	<b>100.00%</b>

<b>Capital Expenditures:</b>						
DIA Land Purchas		0.00%	95,469	0.00%	586,203	0.00%
<b>Total Industrial Expenditures</b>	<b>0.00</b>	<b>0.00%</b>	<b>95,469</b>	<b>0.00%</b>	<b>586,203</b>	<b>0.00%</b>
<b>TOTAL EXPENSES</b>	<b>24,211.27</b>	<b>1.51%</b>	<b>803,121</b>	<b>50.07%</b>	<b>1,603,961</b>	

<b>CHANGE IN NET POSITION</b>	<b>803.87</b>		<b>(304,329)</b>		<b>0</b>	
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Funding for loan provided by Economic Development 1/4% Sales Tax transferred in from Fund 110.

# ECONOMIC DEVELOPMENT FUND 110

## BALANCE SHEET (unaudited)

as of 5/31/2023

<b>ASSETS</b>	<b>Amount</b>	<b>% of Total Assets</b>
Claim on Pooled Cash	3,527,626.56	53.98%
Sales Tax Receivable (.25%)	153,555.66	2.35%
Due From DIA	2,850,000.00	
Accounts Receivable	4,333.62	
<b>Total Current Assets</b>	<b>6,535,515.84</b>	<b>100.00%</b>
Capital Assets	-	-
Construction in progress	-	-
<b>Gross Fixed Assets</b>	<b>-</b>	<b>-</b>
Less Accumulated Depreciation	-	-
<b>Net Fixed Assets</b>	<b>-</b>	<b>-</b>
Due from other Governments	-	-
<b>Total Other Assets</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSETS</b>	<b>6,535,515.84</b>	<b>100.00%</b>
<b>LIABILITIES</b>	<b>Amount</b>	<b>% of Total Assets</b>
Accounts payable-pending	-	-
Other Current Liabilities	-	-
<b>Total Current Liabilities</b>	<b>-</b>	<b>-</b>
Capital lease obligations	-	-
Notes payable	-	-
<b>Total Long Term Debt</b>	<b>-</b>	<b>-</b>
<b>Total Liabilities</b>	<b>-</b>	<b>-</b>
Fund Balance	5,433,235.85	83.13%
Invested in Capital Assets	-	-
Surplus (Deficit)	1,102,279.99	16.87%
<b>Total Fund Balance</b>	<b>6,535,515.84</b>	<b>100.00%</b>
		0.00%
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>6,535,515.84</b>	<b>100.00%</b>

Sales Tax Receivable is the audited 6/30/20 balance - sales tax was received in July 20 & Aug 20

AL 06/13/2023



**ECONOMIC DEVELOPMENT FUND 110**  
**INCOME & EXPENSE STATEMENT**  
 91.67% of Fiscal Year

REVENUE:	CURRENT MONTH		Fiscal Year To Date	
	May 2023	YTD	2022-2023	% of Budget
ACCOUNT GROUPS	Amount	Amount	Budget	Budget
Beginning Balance			2,185,389	0.00%
Interest Earnings	1,139.70	11,058.26	5,000	0.00%
Miscellaneous Revenue			-	0.00%
1/4% Sales Tax Revenue	111,511.72	1,148,659.50	1,044,455	109.98%
Loan Repymnt Interest Earned				0.00%
E.D. LoanRepaymnt (Texoma MFG)				0.00%
E.D. Loan Repayment (Eagle Suspensions)			-	0.00%
E.D. LoanRepaymnt (Pharmcare)		25,999.98	52,000	50.00%
TRANSFER IN	-	-		0.00%
<b>TOTAL REVENUE</b>	<b>112,651.42</b>	<b>1,185,717.74</b>	<b>3,286,844</b>	<b>36.07%</b>

EXPENSES:	CURRENT MONTH		Fiscal Year To Date	
	May 2023	YTD	2022-2023	% of Budget
ACCOUNT GROUPS	Amount	Amount	Budget	Budget
TRSF TO DIA-DEBT PMNTS	7,585.25	83,437.75	91,023	0.00%
TRSF TO DIA ( REIMB FOR EXPENSES)	-	-	118,740	0.00%
<b>TOTAL EXPENSES</b>	<b>7,585.25</b>	<b>83,437.75</b>	<b>209,763</b>	<b>39.78%</b>
FUTURE PROJECTS			3,077,081	0.00%
<b>NET CHANGE IN FUND BALANCE</b>	<b>105,066.17</b>	<b>1,102,279.99</b>	<b>(1)</b>	<b>0.00%</b>

AL 05/10/23





Durant, OK

**Balance Sheet**  
**Account Summary**  
As Of 05/31/2023

Account	Name	Balance
<b>Fund: 020 - DURANT INDUSTRIAL AUTH.</b>		
<b>Assets</b>		
<u>020-000-101-2000</u>	FU DIA -20	264,069.98
<u>020-000-102-0000</u>	CLAIM ON POOLED CASH	1,936,836.15
<u>020-000-122-3100</u>	NOTE REVBL - EAGLE SUSP #2	123,318.00
<u>020-000-122-7000</u>	NOTE RECEIVABLE - CFG CDBG	72,359.09
<u>020-000-122-8100</u>	NOTE RCBL - EARTH BIOFUEL #2	283,416.50
<u>020-000-122-8101</u>	NOTE RCBL-EARTH BIOFUEL#2ALLOW	-283,416.50
<u>020-000-122-9500</u>	NOTE RCVBL- TEXOMA MANUFACTURI	0.36
<u>020-000-122-9600</u>	NOTE RCBL-ABBOT/PHARMCAREOK	97,990.18
<u>020-000-122-9700</u>	NOTE RECEIVABLE - BRUCEPAC	700,000.00
<u>020-000-151-1000</u>	INVESTMENT IN DURANT TIF AUTHO	3,100,000.00
<u>020-000-161-0000</u>	CAPITAL ASSETS	17,663.97
<u>020-000-161-0001</u>	ACCUMULATED DEPRECIATION	-2,504.01
<u>020-000-171-3000</u>	ACCOUNTS RECEIVABLE	7,333.33
<u>020-000-172-0000</u>	REVENUES-CREDIT	382,105.00
<u>020-000-180-2000</u>	DEFERRED OUTFLOW- OkMRF	5,354.00
<u>020-000-191-0000</u>	LAND AND OTHER NON DEPRECIABLE	1,875,565.00
	<b>Total Assets:</b>	<u><u>8,580,091.05</u></u>
		<u><u>8,580,091.05</u></u>
<b>Liability</b>		
<u>020-000-203-0000</u>	ACCOUNTS PAYABLE	-14,774.16
<u>020-000-205-0700</u>	ACCRUED COMP. ABSENCES PYBL	2,375.00
<u>020-000-206-1500</u>	NOTE PAYABLE ODOC CDBG CMP	22,500.00
<u>020-000-206-1600</u>	NOTE PAYABLE ODOC CDBG BL	60,415.90
<u>020-000-206-1700</u>	NOTE PAYABLE ODOC CDBG CFG	68,332.98
<u>020-000-206-1800</u>	CDBG ED 05 NOTE PAYABLE	276,333.07
<u>020-000-206-1900</u>	CDBG ED 06 NOTE PAYABLE	123,319.68
<u>020-000-207-1200</u>	DUE TO EDC (F110)	2,850,000.00
<u>020-000-207-1800</u>	A/P PENDING	1,687.34
<u>020-000-207-5000</u>	ACCRUED INTEREST PAYABLE	140.75
<u>020-000-210-1100</u>	CAPITAL LEASE OBLIG. (C.GLASS)	91,821.72
<u>020-000-219-0000</u>	DEFERRED INFLOW- OkMRF	4,130.00
	<b>Total Liability:</b>	<u>3,486,282.28</u>
<b>Equity</b>		
<u>020-000-271-0000</u>	FUND BALANCE	3,599,234.91
<u>020-000-271-0100</u>	INVESTED IN CAPITAL ASSETS	1,798,903.14
	<b>Total Beginning Equity:</b>	<u>5,398,138.05</u>
Total Revenue		498,791.40
Total Expense		<u>803,120.68</u>
Revenues Over/Under Expenses		<u>-304,329.28</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<u>5,093,808.77</u>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><u>8,580,091.05</u></u>

Balance Sheet

As Of 05/31/2023

Account	Name	Balance
<b>Fund: 110 - 1/4 % ECONOMIC DEV. FUND</b>		
<b>Assets</b>		
<u>110-000-102-0000</u>	CLAIM ON POOLED CASH	3,527,626.56
<u>110-000-132-0000</u>	DUE FROM DIA	2,850,000.00
<u>110-000-171-1000</u>	SALES TAX RECEIVABLE (.25%)	153,555.66
<u>110-000-171-3000</u>	ACCOUNTS RECEIVABLE	4,333.62
	<b>Total Assets:</b>	<u>6,535,515.84</u> <u><u>6,535,515.84</u></u>
<b>Liability</b>		
	<b>Total Liability:</b>	<u>0.00</u>
<b>Equity</b>		
<u>110-000-271-0000</u>	FUND BALANCE	5,433,235.85
	<b>Total Beginning Equity:</b>	<u>5,433,235.85</u>
Total Revenue		1,185,717.74
Total Expense		<u>83,437.75</u>
Revenues Over/Under Expenses		<u>1,102,279.99</u>
	<b>Total Equity and Current Surplus (Deficit):</b>	<u>6,535,515.84</u>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<u><u>6,535,515.84</u></u>

Income Statement

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Fund: 020 - DURANT INDUSTRIAL AUTH.</b>							
<b>RevDepartment: 000 - 000</b>							
020-000-301-1000	BEGINNING BALANCE	869,425.00	957,706.00	0.00	0.00	0.00	957,706.00
020-000-361-1000	INTEREST EARNINGS	500.00	500.00	0.00	0.00	0.00	500.00
020-000-361-2000	INDUSTRIAL BLDG. LEASE REVENUE	0.00	15,919.00	1,500.00	14,419.41	14,419.41	1,499.59
020-000-361-4000	MISC. REVENUE	0.00	1,450.00	0.00	1,450.00	1,450.00	0.00
020-000-361-4011	DIA GRANT REVENUE	0.00	35,900.00	0.00	7,500.00	7,500.00	28,400.00
020-000-364-1101	TRSF FROM ECONOMIC (110) REIMB	0.00	118,740.00	0.00	0.00	0.00	118,740.00
020-000-364-2800	TRANSFER FROM ECONOMIC-DEBT	91,023.00	91,023.00	7,585.25	83,437.75	83,437.75	7,585.25
020-000-375-0501	CG - CDBG LOAN PMT. REIMB.	20,000.00	20,000.00	1,666.67	18,333.37	18,333.37	1,666.63
020-000-375-0505	ES - CDBG LOAN PMT. REIMB.	20,000.00	20,000.00	1,666.48	18,331.28	18,331.28	1,668.72
020-000-375-0602	TIF#3-19 TUBACEX TAX REFND REV	0.00	339,296.00	12,470.77	351,766.40	351,766.40	-12,470.40
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	0.00	3,427.00	125.97	3,553.19	3,553.19	-126.19
	<b>RevDepartment: 000 - 000 Total:</b>	<b>1,000,948.00</b>	<b>1,603,961.00</b>	<b>25,015.14</b>	<b>498,791.40</b>	<b>498,791.40</b>	<b>1,105,169.60</b>
<b>Department: 017 - ECON. DEV. ADMINISTRATION</b>							
<b>ExpCategory: 520 - PROFESSIONAL SERVICES</b>							
020-017-520-2130	PRORATED AUDIT FEES	8,117.00	8,117.00	1,770.38	7,390.60	7,448.30	668.70
	<b>ExpCategory: 520 - PROFESSIONAL SERVICES Total:</b>	<b>8,117.00</b>	<b>8,117.00</b>	<b>1,770.38</b>	<b>7,390.60</b>	<b>7,448.30</b>	<b>668.70</b>
<b>ExpCategory: 530 - CONTRACTUAL</b>							
020-017-530-3031	PHONE & TELECOMMUNICATION	200.00	200.00	0.00	0.00	0.00	200.00
020-017-530-3032	POSTAGE	200.00	200.00	0.00	0.00	0.00	200.00
020-017-530-3033	UTILITIES	0.00	1,500.00	107.53	947.98	947.98	552.02
020-017-530-3036	CONSULTING FEES	5,000.00	25,991.00	560.00	13,060.00	26,550.98	-559.98
020-017-530-3038	PUBLICATIONS & ADVERTISING	24,600.00	24,600.00	0.00	7,520.00	7,520.00	17,080.00
020-017-530-3051	CONTRACT LABOR	5,000.00	164,640.00	650.00	103,523.00	138,389.00	26,251.00
020-017-530-3332	LEGAL FEES	10,000.00	10,000.00	105.00	1,977.50	1,977.50	8,022.50
	<b>ExpCategory: 530 - CONTRACTUAL Total:</b>	<b>45,000.00</b>	<b>227,131.00</b>	<b>1,422.53</b>	<b>127,028.48</b>	<b>175,385.46</b>	<b>51,745.54</b>
<b>ExpCategory: 550 - MATERIALS/SUPPLIES/MAINT/SM TOOLS</b>							
020-017-550-5051	OFFICE SUPPLIES	600.00	600.00	0.00	184.27	184.27	415.73
020-017-550-5849	COMP. SOFTWARE & ACCESSORIES	9,400.00	10,850.00	0.00	8,583.00	8,583.00	2,267.00
020-017-550-5857	MMBRSHIP/LCNSE/CRTFCATION/ECT	2,305.00	2,305.00	0.00	1,600.00	1,600.00	705.00
	<b>ExpCategory: 550 - MATERIALS/SUPPLIES/MAINT/SM TOOLS Total:</b>	<b>12,305.00</b>	<b>13,755.00</b>	<b>0.00</b>	<b>10,367.27</b>	<b>10,367.27</b>	<b>3,387.73</b>
<b>ExpCategory: 570 - MISCELLANEOUS</b>							
020-017-570-7010	MEETING EXPENSES	1,500.00	1,500.00	0.00	776.96	776.96	723.04
020-017-570-7015	PHOTOCOPIES	500.00	500.00	0.00	0.00	0.00	500.00
020-017-570-7130	MISC. EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00
020-017-570-7200	TRAINING AND TRAVEL	10,900.00	10,900.00	775.24	4,508.17	4,515.69	6,384.31
020-017-570-7220	I.T. SERVICE FEES	7,190.00	7,190.00	599.17	6,590.87	6,590.87	599.13
	<b>ExpCategory: 570 - MISCELLANEOUS Total:</b>	<b>20,590.00</b>	<b>20,590.00</b>	<b>1,374.41</b>	<b>11,876.00</b>	<b>11,883.52</b>	<b>8,706.48</b>
	<b>Department: 017 - ECON. DEV. ADMINISTRATION Total:</b>	<b>86,012.00</b>	<b>269,593.00</b>	<b>4,567.32</b>	<b>156,662.35</b>	<b>205,084.55</b>	<b>64,508.45</b>
<b>Department: 067 - INDUSTRIAL PROJECTS</b>							
<b>ExpCategory: 530 - CONTRACTUAL</b>							
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	0.00	339,296.00	0.00	322,537.04	322,537.04	16,758.96
	<b>ExpCategory: 530 - CONTRACTUAL Total:</b>	<b>0.00</b>	<b>339,296.00</b>	<b>0.00</b>	<b>322,537.04</b>	<b>322,537.04</b>	<b>16,758.96</b>
<b>ExpCategory: 560 - CAPITAL - GENERAL</b>							
020-067-560-6003	DIA LANDS PURCHASE	0.00	586,203.00	0.00	95,468.60	129,058.80	457,144.20
	<b>ExpCategory: 560 - CAPITAL - GENERAL Total:</b>	<b>0.00</b>	<b>586,203.00</b>	<b>0.00</b>	<b>95,468.60</b>	<b>129,058.80</b>	<b>457,144.20</b>
<b>ExpCategory: 570 - MISCELLANEOUS</b>							
020-067-570-7009	SMALL BUSINESS TECHNOLOGY	0.00	60,000.00	8,000.00	53,000.00	53,000.00	7,000.00
020-067-570-7011	SMALL BUSINESS GRANT	0.00	200,000.00	4,560.79	52,765.79	53,065.79	146,934.21
020-067-570-7400	CONTINGENCY RESERVE	783,913.00	17,846.00	0.00	0.00	0.00	17,846.00
	<b>ExpCategory: 570 - MISCELLANEOUS Total:</b>	<b>783,913.00</b>	<b>277,846.00</b>	<b>12,560.79</b>	<b>105,765.79</b>	<b>106,065.79</b>	<b>171,780.21</b>
<b>ExpCategory: 580 - DEBT SERVICE</b>							
020-067-580-8630	BL - CDBG LOAN PMT. EXP.	25,000.00	25,000.00	2,083.34	22,916.74	22,916.74	2,083.26
020-067-580-8631	CG - CDBG LOAN PMT. EXP.	20,000.00	20,000.00	1,666.67	18,333.37	18,333.37	1,666.63
020-067-580-8633	CMP - CDBG LOAN PMT. EXP.	7,500.00	7,500.00	0.00	6,250.00	6,250.00	1,250.00



Income Statement

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
020-067-580-8634	EB - CDBG LOAN PMT. EXP.	20,000.00	20,000.00	1,666.67	18,333.37	18,333.37	1,666.63
020-067-580-8635	ES - CDBG LOAN PMT. EXP.	20,000.00	20,000.00	1,666.48	18,331.28	18,331.28	1,668.72
020-067-580-8770	CG LAND ACQUISITION COSTS	38,523.00	38,523.00	0.00	38,522.14	38,522.14	0.86
<b>ExpCategory: 580 - DEBT SERVICE Total:</b>		<b>131,023.00</b>	<b>131,023.00</b>	<b>7,083.16</b>	<b>122,686.90</b>	<b>122,686.90</b>	<b>8,336.10</b>
<b>Department: 067 - INDUSTRIAL PROJECTS Total:</b>		<b>914,936.00</b>	<b>1,334,368.00</b>	<b>19,643.95</b>	<b>646,458.33</b>	<b>680,348.53</b>	<b>654,019.47</b>
<b>Fund: 020 - DURANT INDUSTRIAL AUTH. Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>803.87</b>	<b>-304,329.28</b>	<b>-386,641.68</b>	<b>386,641.68</b>

Income Statement

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	YTD Activity + Encumbrances	Budget Remaining
<b>Fund: 110 - 1/4 % ECONOMIC DEV. FUND</b>							
<b>RevDepartment: 000 - 000</b>							
110-000-301-1000	BEGINNING BALANCE	2,185,389.00	2,185,389.00	0.00	0.00	0.00	2,185,389.00
110-000-311-1000	SALES TAX REVENUE (.25%)	1,044,454.50	1,044,454.50	111,511.72	1,148,659.50	1,148,659.50	-104,205.00
110-000-361-1000	INTEREST EARNINGS REVENUE	5,000.00	5,000.00	1,139.70	11,058.26	11,058.26	-6,058.26
110-000-361-1208	FY13 PHARMCARE LOAN REPAYMENT	52,000.00	52,000.00	0.00	25,999.98	25,999.98	26,000.02
	<b>RevDepartment: 000 - 000 Total:</b>	<b>3,286,843.50</b>	<b>3,286,843.50</b>	<b>112,651.42</b>	<b>1,185,717.74</b>	<b>1,185,717.74</b>	<b>2,101,125.76</b>
<b>Department: 017 - ECON. DEV. ADMINISTRATION</b>							
<b>ExpCategory: 560 - CAPITAL - GENERAL</b>							
110-017-560-6021	FUTURE PROJECTS	3,195,821.00	3,077,081.00	0.00	0.00	0.00	3,077,081.00
	<b>ExpCategory: 560 - CAPITAL - GENERAL Total:</b>	<b>3,195,821.00</b>	<b>3,077,081.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,077,081.00</b>
<b>ExpCategory: 599 - TRANSFER</b>							
110-017-599-0200	TRSF TO DIA (REIMB FOR EXPENSE)	0.00	118,740.00	0.00	0.00	0.00	118,740.00
110-017-599-0201	TRANSFER TO DIA - DEBT PMTS	91,023.00	91,023.00	7,585.25	83,437.75	83,437.75	7,585.25
	<b>ExpCategory: 599 - TRANSFER Total:</b>	<b>91,023.00</b>	<b>209,763.00</b>	<b>7,585.25</b>	<b>83,437.75</b>	<b>83,437.75</b>	<b>126,325.25</b>
	<b>Department: 017 - ECON. DEV. ADMINISTRATION Total:</b>	<b>3,286,844.00</b>	<b>3,286,844.00</b>	<b>7,585.25</b>	<b>83,437.75</b>	<b>83,437.75</b>	<b>3,203,406.25</b>
	<b>Fund: 110 - 1/4 % ECONOMIC DEV. FUND Surplus (Deficit):</b>	<b>-0.50</b>	<b>-0.50</b>	<b>105,066.17</b>	<b>1,102,279.99</b>	<b>1,102,279.99</b>	<b>-1,102,280.49</b>



Funds

## Transaction Processed

Transaction #8132453 was processed on 6/14/2023.

Indi

**From**

POOLED CASH ACCOUNT XXXXXX8415

**To**

DIA CHECKING ACCOUNT XXXXXX9243

**Amount**

\$17,964.52

**Date**

6/14/2023

**Memo**

COVER 052023 DIA CLAIM ON POOLED

Manage Transfer

Close

Transfer Date

06/14/2023



Memo (optional)







PO Box 130  
 Durant OK 74702  
 RETURN SERVICE REQUESTED

www.firstunitedbank.com  
 First United - 20  
 1400 W Main, PO Box 130  
 Durant OK 74702-0130

Customer Service (800) 924-4427

Account XXXXXX

Page 1 of 3

0005833

6302FUBT

10029B00X.003

DnpAndE P=EW,

\*0005833 S2  
 CITY OF DURANT  
 DURANT INDUSTRIAL AUTHORITY DIA  
 PO BOX 578  
 DURANT OK 74702-0578



CHECKING ACCOUNTS

Advantage Business Free PF

Account Number	XXXXXX	Number of Enclosures	12
Previous Balance	\$360,205.73	Statement Dates	5/01/23 thru 5/31/23
1 Deposits/Credits	\$17,239.85	Days in Statement Period	31
12 Checks/Debits	\$24,188.83	Average Ledger	\$352,298.55
Service Charge	\$0.00	Average Collected	\$352,298.55
Interest Paid	\$0.00		
Current Balance	\$353,256.75		

Credit Transactions

Date	Description	Amount
5/16	Transfer from 9116 16 9243 042 023 TRSF TO DIA CKING ACCT Con	\$17,239.85

Checks

Date	Check Number	Amount	Date	Check Number	Amount
5/08	1138	\$2,000.00	5/10	1145	\$1,666.48
5/05	1139	\$2,000.00	5/10	1146	\$1,666.67
5/12	1140	\$2,000.00	5/10	1147	\$1,666.67
5/09	1141	\$6,347.27	5/09	1148	\$108.40
5/08	1142	\$2,000.00	5/19	1149	\$2,000.00
5/10	1144*	\$2,083.34	5/31	1150	\$650.00

(\* Denotes skip in check numbers)

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
5/01	\$360,205.73	5/09	\$347,750.06	5/16	\$355,906.75
5/05	\$358,205.73	5/10	\$340,666.90	5/19	\$353,906.75
5/08	\$354,205.73	5/12	\$338,666.90	5/31	\$353,256.75





Account: XXXXXX

0005833  
6302FUBT  
10031900X.003  
26FDP  
DnpAndE P=EW,

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1138  
DATE 04/21/2023  
AMOUNT \$2,000.00  
VOID AFTER 90 DAYS

PAY —Two Thousand Dollars and 00/100 Cents—

TO THE ORDER OF JALAPENO'S MEXICAN RESTAURANT  
510 S 9TH  
DURANT, OK 74701

*Shirley Taylor*  
*Don Johnston*

#001138#

Number: 1138 Date: 5/8/2023 Amount: \$2000.00

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1139  
DATE 04/21/2023  
AMOUNT \$2,000.00  
VOID AFTER 90 DAYS

PAY —Two Thousand Dollars and 00/100 Cents—

TO THE ORDER OF LIBIDON PROPERTIES LLC  
144 W MAIN ST  
DURANT, OK 74701

*Shirley Taylor*  
*Don Johnston*

#001139#

Number: 1139 Date: 5/5/2023 Amount: \$2000.00

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1140  
DATE 04/21/2023  
AMOUNT \$2,000.00  
VOID AFTER 90 DAYS

PAY —Two Thousand Dollars and 00/100 Cents—

TO THE ORDER OF SHEAR MADNESS HAIR & NAIL SALON  
211 N 2ND AVE  
DURANT, OK 74701

*Shirley Taylor*  
*Don Johnston*

#001140#

Number: 1140 Date: 5/12/2023 Amount: \$2000.00

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1141  
DATE 04/21/2023  
AMOUNT \$6,347.27  
VOID AFTER 90 DAYS

PAY —Six Thousand Three Hundred Forty Seven Dollars and 27/100 Cents—

TO THE ORDER OF TUBACEX DURANT  
362 COUNTRY CLUB RD  
DURANT, OK 74701

*Shirley Taylor*  
*Don Johnston*

#001141#

Number: 1141 Date: 5/9/2023 Amount: \$6347.27

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1142  
DATE 04/21/2023  
AMOUNT \$2,000.00  
VOID AFTER 90 DAYS

PAY —Two Thousand Dollars and 00/100 Cents—

TO THE ORDER OF VILLEGAS MANAGEMENT LLC  
510 S 9TH  
DURANT, OK 74701

*Shirley Taylor*  
*Don Johnston*

#001142#

Number: 1142 Date: 5/8/2023 Amount: \$2000.00

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1144  
DATE 05/05/2023  
AMOUNT \$2,083.34  
VOID AFTER 90 DAYS

PAY —Two Thousand Eighty Three Dollars and 34/100 Cents—

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE  
ATTN: ADMINISTRATIVE SERVICES  
900 NORTH STILES  
OKLAHOMA CITY, OK 73104-3234

*Shirley Taylor*  
*Don Johnston*

#001144#

Number: 1144 Date: 5/10/2023 Amount: \$2083.34

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1145  
DATE 05/05/2023  
AMOUNT \$1,666.48  
VOID AFTER 90 DAYS

PAY —One Thousand Six Hundred Sixty Six Dollars and 48/100 Cents—

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE  
ATTN: ADMINISTRATIVE SERVICES  
900 NORTH STILES  
OKLAHOMA CITY, OK 73104-3234

*Shirley Taylor*  
*Don Johnston*

#001145#

Number: 1145 Date: 5/10/2023 Amount: \$1666.48

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1146  
DATE 05/05/2023  
AMOUNT \$1,666.67  
VOID AFTER 90 DAYS

PAY —One Thousand Six Hundred Sixty Six Dollars and 67/100 Cents—

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE  
ATTN: ADMINISTRATIVE SERVICES  
900 NORTH STILES  
OKLAHOMA CITY, OK 73104-3234

*Shirley Taylor*  
*Don Johnston*

#001146#

Number: 1146 Date: 5/10/2023 Amount: \$1666.67

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1147  
DATE 05/05/2023  
AMOUNT \$1,666.67  
VOID AFTER 90 DAYS

PAY —One Thousand Six Hundred Sixty Six Dollars and 67/100 Cents—

TO THE ORDER OF OKLAHOMA DEPARTMENT OF COMMERCE  
ATTN: ADMINISTRATIVE SERVICES  
900 NORTH STILES  
OKLAHOMA CITY, OK 73104-3234

*Shirley Taylor*  
*Don Johnston*

#001147#

Number: 1147 Date: 5/10/2023 Amount: \$1666.67

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1148  
DATE 05/05/2023  
AMOUNT \$108.40  
VOID AFTER 90 DAYS

PAY —One Hundred Eight Dollars and 40/100 Cents—

TO THE ORDER OF OKLAHOMA GAS AND ELECTRIC  
PO BOX 24990  
OKLAHOMA CITY, OK 73124-0990

*Shirley Taylor*  
*Don Johnston*

#001148#

Number: 1148 Date: 5/9/2023 Amount: \$108.40

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1149  
DATE 05/12/2023  
AMOUNT \$2,000.00  
VOID AFTER 90 DAYS

PAY —Two Thousand Dollars and 00/100 Cents—

TO THE ORDER OF HEATHER LISLE CO  
5378 BEACON HILL DRIVE  
FRISCO, TX 75036

*Shirley Taylor*  
*Don Johnston*

#001149#

Number: 1149 Date: 5/19/2023 Amount: \$2000.00

**CITY OF DURANT - DURANT INDUSTRIAL AUTH**  
300 WEST EVERGREEN  
P.O. BOX 578  
DURANT, OKLAHOMA 74702-0578

First United  
1400 W Main  
Durant, OK 74701

CHECK # 1150  
DATE 05/26/2023  
AMOUNT \$650.00  
VOID AFTER 90 DAYS

PAY —Six Hundred Fifty Dollars and 00/100 Cents—

TO THE ORDER OF BCW GROUP LLC  
1903 WEST ARKANSAS ST  
DURANT, OK 74701

*Shirley Taylor*  
*Don Johnston*

#001150#

Number: 1150 Date: 5/31/2023 Amount: \$650.00



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:**  
**Re:** Administration

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**Council Information / Action Requested**

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

**ATTACHMENTS:**



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:** Tamme Collins, Administrative Assistant  
**Re:** Consider Approval of Small Business Grant Applications- 5K

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### Council Information / Action Requested

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

#### ATTACHMENTS:

1. Jalapenos 5k grant
2. Villegas 5k Grant
3. R Hibatchi 5K



**Durant Industrial Authority  
Small Business Grant Program  
Application Package**

Jalapeno's Mexican Restaurant 5-15-23  
(Name of Applicant) (Date Submitted)

Mac Villegas 5,000.  
(Signature of Applicant) (Grant Amount Requested)

Application Submission:  
The application must be signed by the business owner.

Mail to:  
Durant Industrial Authority  
ATTN: Lisa Tavis  
PO Box 578  
Durant, OK 74701

Or. Deliver to:  
Durant Industrial Authority  
10 Waldron Road  
Durant, OK 74701

Please call (580) 924-7254 with questions.

Completed applications can also be submitted electronically as a PDF to [econdev@durant.org](mailto:econdev@durant.org).



### Small Business Grant Program Application

#### I. INFORMATION ABOUT THE BUSINESS:

Have you previously received a Durant Small Business Grant? Yes  No

Legal Name of Business: Jalapeno's Mexican Restaurant

Trade Name/DBA \_\_\_\_\_

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): Villegas management LLC

Is the Business a non-profit? Yes  No

Business Address: 902 N 1st Ave

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail: Noe Villegas 83@yahoo.com

Business Phone: 580-420-1526 Mobile Number: 903-328-4905

Year Business Established: 1997

Current number of employees: Full-time \_\_\_\_\_ Part-time 13

Federal ID # 46-1841015 NAICS Code 722511

Business Website: \_\_\_\_\_

Preferred Method of Contact (business, mobile or email): mobile

Please provide a description of the business and services/products offered:

Local Tex-mex restaurant, we have big portions of food & serve some amazing margaritas



Use this space to add any other relevant information about you and/or your business:

Nothing to

**II. BUSINESS OWNER INFORMATION**

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Jesus Villegas Title: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

Home Address: 1554 Sawmill Rd City: Durant State: OK Zip Code: 74701

Telephone: 580-740-6077 E-Mail: \_\_\_\_\_

Owner's Name: Veronica Santibanez Title: \_\_\_\_\_

Percentage of Ownership: 1554 Sawmill Rd

Home Address: 1554 Sawmill Rd City: Durant State: OK Zip Code: 74701

Telephone: 905-271-0128 E-Mail: \_\_\_\_\_

**III. GRANT INFORMATION**

Amount of Grant Funding Request: \$5,000.00

List Other Funding Sources (if any) and Identify Amounts (Attach additional sheet if more space is needed).

<u>Griddle</u>	<u>\$1,674.00</u>
<u>Paint for building</u>	<u>\$1,200</u>
<u>Dry wall</u>	<u>\$<del>1,500</del> 500</u>
<u>iPad</u>	<u>\$599 each</u>
<u>Bathroom mirrors</u>	<u>\$79-150</u>

Total Project Estimate: \$ ~~6,100~~

5,471



Please describe how this grant will help your business:

This will help with faster service (griddle) draw people in. (they say it could look nicer and look better) help the employee put in orders faster (iPad)

Please describe how the business will continue operating once the grant funds have been spent:

The business should operate the same just faster and more appealing to the customer

Please describe assets (equipment, tools, technology infrastructure and upgrade, professional services) to be acquired with grant funding (if applicable) and why they are needed for the business:

These upgrades and work are needed to keep up with the fast changes in the world people look for fast and good looking places to eat. This will help us a lot with what I believe is a big jump to the future & growth of Jalapeno's

IV. USE OF FUNDS

Please list how the funds will be utilized. All expenditures must be reasonable, allowable and necessary for the activities of the business requesting the funding. Due to limited funding, applicants are advised to prioritize grant requests to one or more related items that will significantly impact the business (Please attach additional sheet if more space is needed).

griddle, tortillas (ours keep breaking) faster to make	\$ 1,674
Paint, update the look of the place	\$ 1,200
Dry wall, fix up bathroom to be nicer for guests	\$ 500
iPad System upgrade	\$ 599
Bathroom mirror	74 - 150
Total \$	
5,471	



... MUST SIGN THIS APPLICATION FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ECONOMIC DEVELOPMENT AT 336-2111.

I certify that I have read and understand the Durant Small Business Grant Program Guidelines and that the information contained herein is true, complete and correct to the best of my knowledge. I certify that I am the owner of the business described herein. I understand that this information may be made available for public review and is subject to the Oklahoma Freedom of Information Act. In the event of grant approval, I grant permission to the Durant Industrial Authority and its designees to release publicity articles regarding the financing of the project. A personal credit check of the principal owner and/or key individuals, as well as a background check, may be made. By signing below, I agree that the grant will be used for business purposes only and not for household, personal or consumer use. I understand that any willful misrepresentation on this application and any other grant related documents could result in a requirement to repay grant funds and/or a violation of Local, State and/or Federal Law.

Name (Print) Noe Villegas

Signature Noe Villegas

Date \_\_\_\_\_

E-mail Noe Villegas 83@yahoo.com

Name (Print) Noe Villegas

Signature Noe Villegas

Date \_\_\_\_\_

E-mail Noe Villegas 83@yahoo.com

Name (Print) Noe Villegas

Signature Noe Villegas

Date \_\_\_\_\_

E-mail Noe Villegas 83@yahoo.com

Name (Print) Noe Villegas

Signature Noe Villegas

Date \_\_\_\_\_

E-mail Noe Villegas 83@yahoo.com

VI. REQUIRED ATTACHMENTS FOR ALL APPLICATIONS

- Company's Business Plan
- Copy of Certificate of Occupancy from the City of Durant
- Completed Current W-9
- Copy of Certificate of Good Standing from the Oklahoma Secretary of State
- Certification of Completion from Business Training or Bootcamp, as listed in Guidelines
- Unexpired Government Issued Identification (Passport, Drivers' License etc.)
- Any Other Information That Will Assist Our Review Committee in Evaluating Your Grant Request.



# Durant Industrial Authority Small Business Grant Program Application Package

Villegas Mexican Restaurant  
(Name of Applicant) \_\_\_\_\_  
(Date Submitted)

Noe Villegas  
(Signature of Applicant) \_\_\_\_\_  
\$5,000.00  
(Grant Amount Requested)

Application Submission:  
The application must be signed by the business owner.

Mail to:  
Durant Industrial Authority  
ATTN: Lisa Tavi  
PO Box 578  
Durant, OK 74701

Or. Deliver to:  
Durant Industrial Authority  
10 Waldron Road  
Durant, OK 74701

Please call (580) 924-7254 with questions.

Completed applications can also be submitted electronically as a PDF to [econdev@durant.org](mailto:econdev@durant.org).



# Small Business Grant Program

## INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes  No

Legal Name of Business: Illegas Mexican Restaurant

Trade Name/DBA: Illegas Management LLC

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): Illegas Management LLC

Is the Business a non-profit? Yes  No

Business Address: 510 39th Ave

City: Durant Zip Code: 7474

Mailing Address (if different from physical address): \_\_\_\_\_ Zip Code: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: 500-970-0915 Mobile Number: 903-328-4905

Year Business Established: \_\_\_\_\_ Part-time \_\_\_\_\_

Current number of employees: Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Federal ID # 46-1841015 NAICS Code 722511

Business Website: \_\_\_\_\_ Preferred Method of Contact (business, mobile or email): Mobile

Please provide a description of the business and services/products offered:

Mexican Food Mexican drink dessert



Use this space to add any other relevant information about you and/or your business:

**II. BUSINESS OWNER INFORMATION**

Please list below business owner (s) information (Please attach additional sheet if more space is needed):

Owner's Name: Jesús Villegas Title: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

Home Address: 1554 Sunhill Rd City: Durant State: OK Zip Code: 74701

Telephone: 560-740-6076 E-Mail: \_\_\_\_\_

Owner's Name: Monica Sunkin Title: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

Home Address: 1554 Sunhill Rd City: Durant State: OK Zip Code: 74701

Telephone: 403-271-0174 E-Mail: \_\_\_\_\_

**III. GRANT INFORMATION**

Amount of Grant Funding Request: \$51000.00

List Other Funding Sources (if any) and Identify Amounts (Attach additional sheet if more space is needed).

Gravel	\$ 1,200
Paint	\$ 1,200
Lights	\$ 800
Table fix	\$ 1,600
	\$ _____

Total Project Estimate: \$ \_\_\_\_\_



Please describe how this grant will help your business:

This will help the parking for guests also make the place look better

Please describe how the business will continue operating once the grant funds have been spent:

it will continue as normal but more people since the parking will be better

Please describe assets (equipment, tools, technology infrastructure and upgrade, professional services) to be acquired with grant funding (if applicable) and why they are needed for the business:

Gravel to fill the parking space from pot holes, Paint to look nice & fix up lines in parking lot

IV. USE OF FUNDS

Please list how the funds will be utilized. All expenditures must be reasonable, allowable and necessary for the activities of the business requesting the funding. Due to limited funding, applicants are advised to prioritize grant requests to one or more related items that will significantly impact the business (Please attach additional sheet if more space is needed).

Gravel	\$ 1,400
Paint	\$ 1,100 est.
Signs	\$ 300
Public Rest	\$ 600
Total \$ 4,800	



**SIGNATURES**

All property/business owners, partners, etc. must sign this application form. If there are any questions, please call Economic Development staff at (580) 924-7757

I certify that I have read and understand the Durant Small Business Grant program guidelines and that the information contained herein is true, complete and correct to the best of my knowledge. I certify that I have authority to apply for this grant on behalf of the business described herein. I understand that this information may be made available for public review and is subject to the Oklahoma Freedom of Information Act. In the event of grant approval, I grant permission to the Durant Industrial Authority and its designees to release publicity articles regarding the financing of the project. A personal credit check of the principal owner and/or key individuals, as well as a background check, may be made. By signing below, I agree that the grant will be used for business purposes only and not for household, personal or consumer usage. I understand that any willful misrepresentation on this application and any other grant related documents could result in a requirement to repay grant funds and/or a violation of Local, State and/or Federal Code.

Name (Print) Noe Villegas  
Signature *Noe*  
Date \_\_\_\_\_  
E-mail Noe.Villegas83@yahoo.com

Name (Print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
E-mail \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
E-mail \_\_\_\_\_

Name (Print) \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
E-mail \_\_\_\_\_

**VI. REQUIRED ATTACHMENTS FOR ALL APPLICATIONS**

- Company's Business Plan
- Copy of Certificate of Occupancy from the City of Durant
- Completed Current W-9
- Copy of Certificate of Good Standing from the Oklahoma Secretary of State
- Certification of Completion from Business Training or Bootcamp, as listed in Guidelines
- Unexpired Government Issued Identification (Passport, Drivers' License etc.)
- Any Other Information That Will Assist Our Review Committee in Evaluating Your Grant



Sent from Yahoo Mail for iPhone

**Durant Industrial Authority  
Small Business Grant Program  
Application Package**

Rocky McDaniel

(Name of Applicant)

6-27-23

(Date Submitted)



(Signature of Applicant)

\$5,000.00

(Grant Amount Requested)

**Application Submission:**

The application must be signed by the business owner.

**Mail to:**

Durant Industrial Authority  
ATTN: Lisa Taylor  
PO Box 578  
Durant, OK 74701

**Or, Deliver to:**

Durant Industrial Authority  
10 Waldron Road  
Durant, OK 74701

Please call (580) 924-7254 with questions.

Completed applications can also be submitted electronically as a PDF to [econdev@durant.org](mailto:econdev@durant.org).

## Small Business Grant Program Application

### I. INFORMATION ABOUT THE BUSINESS

Have you previously received a Durant Small Business Grant? Yes  No

Legal Name of Business: R HIBACHI/SUSHI BAR & GRILL LLC

Trade Name/DBA SAME

Legal Entity Structure (Sole Proprietor, LLC, Corporation etc.): SAME

Is the Business a non-profit? Yes  No

Business Address: 122 N. 2nd Ave

City: Durant Zip Code: 74701

Mailing Address (if different from physical address): SAME

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail: rhibachi12@gmail.com

Business Phone: 580-634-2555 Mobile Number: 580-775-1318

Year Business Established: 2020

Current number of employees: Full-time 6 Part-time 9

Federal ID # 84-5084493 NAICS Code \_\_\_\_\_

Business Website: NONE

Preferred Method of Contact (business, mobile or email): mobile / email

Please provide a description of the business and services/products offered:

RESTAURANT/BAR



Use this space to add any other relevant information about you and/or your business:

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**II. BUSINESS OWNER INFORMATION**

Please list below business owner (s) information (Please attach additional sheet if more space is needed).

Owner's Name: Rocky McDaniel Title: Owner

Percentage of Ownership: 100%

Home Address: 1171 Rolling Wood Hills City: Durant State: OK Zip Code: 74701

Telephone: 580-775-1318 E-Mail: rhilbachill2@gmail.com

Owner's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**III. GRANT INFORMATION**

Amount of Grant Funding Request: \$ 5,000.00

List Other Funding Sources (if any) and Identify Amounts (Attach additional sheet if more space is needed).

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Project Estimate: \$ \_\_\_\_\_

Please describe how this grant will help your business:

TO PROVIDE BETTER SIGNS TO GAIN BUSINESS

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Please describe how the business will continue operating once the grant funds have been spent:

BETTER WE HOPE!

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Please describe assets (equipment, tools, technology infrastructure and upgrade, professional services) to be acquired with grant funding (if applicable) and why they are needed for the business:

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#### IV. USE OF FUNDS

Please list how the funds will be utilized. All expenditures must be reasonable, allowable and necessary for the activities of the business requesting the funding. Due to limited funding, applicants are advised to prioritize grant requests to one or more related items that will significantly impact the business (Please attach additional sheet if more space is needed).

<u>LED BOARDS</u>	\$ <u>8K</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
	Total \$ _____

**V. SIGNATURES**

All property/business owners, partners, etc. must sign this application form. If there are any questions, please call Economic Development staff at (580) 924-7254.

I certify that I have read and understand the Durant Small Business Grant program guidelines and that the information contained herein is true, complete and correct to the best of my knowledge. I certify that I have authority to apply for this grant on behalf of the business described herein. I understand that this information may be made available for public review and is subject to the Oklahoma Freedom of Information Act. In the event of grant approval, I grant permission to the Durant Industrial Authority and its designees to release publicity articles regarding the financing of the project. A personal credit check of the principal owner and/or key individuals, as well as a background check, may be made. By signing below, I agree that the grant will be used for business purposes only and not for household, personal or consumer usage. I understand that any willful misrepresentation on this application and any other grant related documents could result in a requirement to repay grant funds and/or a violation of Local, State and/or Federal code.

Name (Print) Rocky McDaniel

Name (Print) \_\_\_\_\_

Signature [Handwritten Signature]

Signature \_\_\_\_\_

Date 6-27-23

Date \_\_\_\_\_

E-mail rhibaehill2@gmail.com

E-mail \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

E-mail \_\_\_\_\_

**VI. REQUIRED ATTACHMENTS FOR ALL APPLICATIONS**

- Company's Business Plan
- Copy of Certificate of Occupancy from the City of Durant
- Completed Current W-9
- Copy of Certificate of Good Standing from the Oklahoma Secretary of State
- Certification of Completion from Business Training or Bootcamp, as listed in Guidelines
- Unexpired Government Issued Identification (Passport, Drivers' License etc.)
- Any Other Information That Will Assist Our Review Committee in Evaluating Your Grant Request.



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:**  
**Re:** Consider Approval of Lease Agreement with Air Evac EMS, Inc.

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### Council Information / Action Requested

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

#### ATTACHMENTS:

1. DIA Air Evac Lease Draft

**AIRPORT HANGAR LEASE AGREEMENT**

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this \_\_\_\_\_ day of June, 2023 by and between the Durant Industrial Authority ("Lessor") and Air Evac EMS, Inc. ("Lessee"). In consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental hereinafter designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

**1. Lease of the Hangar.** Lessor hereby leases to Lessee Hangar (the "Hangar") located at Durant Regional Airport - Eaker Field (the "Airport"). The Hangar shall be used and occupied by Lessee for the storage of the following described aircraft and for the operation of the business typically associated with the aircraft, generally air ambulance services:

Make/Model/Color:

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Registration No: \_\_\_\_\_ (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the Substitute Aircraft in the Hangar, all provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

- 2. Term.** The term of this Agreement shall commence on July 1, 2024, or as soon as the identified hangar is available for occupation and shall continue in effect for a period of fifteen (15) years.
- 3. Rent.** For the use of the Hangar, Lessee shall pay the Lessor the amount of Five Thousand Dollars (\$5,000.00) per month, payable in advance without demand before the first day of each month. Checks shall be made payable to the Durant Airport Authority and mailed or delivered to 300 W. Evergreen, Durant, OK 74701. In the event that the termination of the term with respect to the particular Hangar, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular Hangar, facilities, rights, licenses, services or privileges were enjoyed.
- 4. Rent Adjustment.** The lease rate shall remain fixed for the lease period.

**5. Late Payments.** If the Lessee makes any monthly payments more than ten (10) days after the payment is due and owing, the Lessor reserves the right to assess one and one-half percent (1 1/2%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due.

**6. Obligations of the Lessee:**

a. **Storage.** The Hangar shall be used only for storage of the above-identified Aircraft and business associated with the Aircraft, unless otherwise approved by the Lessor or its designated representative.

b. **Building Maintenance and Repair.** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of oil, grease, and other toxic chemicals. No explosive or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. Additionally, no shop equipment shall be installed in the Hangar. The Lessee shall be responsible for all damage to the Hangar caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the Hangar damaged as a result of the Lessee's negligence or abuse. In the event damage to the Hangar occurs, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. Lessee has a continuing duty to notify Lessor of any damage or need to repair the Hangar, and failure to so notify the Lessor shall constitute a breach of this Agreement. All repairs, maintenance, or improvements shall be accomplished in accordance with the City of Durant's Building/Fire Codes. Lessee shall make no structural, electrical, or other modification to the Hangar without first obtaining Lessor's permission and obtaining a permit, if required.

c. **Use of Hangar.** The Hangar is for storage of aircraft and operation of the business associate with the Aircraft, and is not to be used as a workshop, repair shop or maintenance shop. Painting and major aircraft repairs therein are prohibited. Lessee shall be permitted to perform in their leased hangar, only the work which is specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph (C), Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the City's Fire Official.

d. **Commercial Activity.** Lessee shall conduct no commercial activity other than that specifically permitted herein in, from, or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of a licensed A&P aircraft mechanic. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps

necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules, and regulations established by Federal, State, or local government agency, or by Lessor.

e. Environmental Laws.

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Hangar. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional, and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Lessee further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all State and local laws, ordinances, rules, and regulations protecting the environment. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fuel Purchase. To the extent possible, Lessee shall purchase all fuel used by aircraft primarily housed at the Hangar or based at the Airport from Lessor or Lessor's designated fuel sales entity.

g. Fire and Building Codes/Extinguisher. Other applicable guidance is contained in NFPA 409 and the Oklahoma and City of Durant Building Codes which can be viewed in the office of the City Manager, or designated representative. The Lessee shall maintain at all times, in the Hangar, an approved twenty pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or the local Fire Inspector affixed at all times. Lessor reserves the right to supply said fire extinguisher and provide for inspections.

h. Access. The Lessee shall be given access to the Hangar from the Lessor or its designated representative with a key supplied to the Lessee and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site airport manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

i. Termination. On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property therefrom, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

j. Regulatory Review. Copies of the above regulations can be viewed at the place to be designated by the Lessor, and if required, will be briefed by persons designated by the Lessor.

**7. Lessor Requirements.** Lessor will maintain the structural components of the Hangar, including doors and door mechanisms. Lessee is responsible for all utilities including electricity, telephone, water, sewage, and trash services

**8. Sublease/Assignments.** Lessee agrees not to sublease the Hangar, or to assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease. Should Lessor consent to any such sublease, Lessee shall be primarily liable for any damages caused by a sublessee. Furthermore, Lessee shall be responsible for payment of additional rent in the form of an increase in its monthly rental payment of ten percent (10%) of the monthly rent specified in Section 3 hereof for each additional aircraft in excess of one (1) aircraft permitted by this Agreement.

**9. Condition of Hangar.** Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

**10. Alterations.** Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or additions and improvements made to the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

**11. Insurance.** Lessee agrees to maintain, at its own expense, for the benefit of



itself and Lessor as co-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, his/her agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor must receive at least thirty (30) days' prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of this Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of its insurance policy and that the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. The Lessee shall have insurance coverage in amounts not less than the following:

- (a) Bodily Injury – One Million Dollars (\$1,000,000.00)
- (b) Property Damage – One Million Dollars (\$1,000,000.00) per accident.

The Lessor may waive insurance requirements for sub-Lessees on a case by case basis based upon a demonstration of sufficient financial responsibility.

**12. Casualty.** In the event the Hangar, or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered unleaseable by such damage. If the Hangar is rendered unleaseable, and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, his/her employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered unleaseable, and Lessor elects not to repair the Hangar, this Agreement shall terminate.

**13. Indemnity-Force Majeure.** Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, or any kind whatsoever, including all costs, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waive the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents of any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

**14. Disclaimer of Liability.** Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, his/her employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.

**15. Default.** This Agreement shall be breached if:

- a. Lessee shall default in the payment of any rental payment hereunder;
- b. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessee of notice thereof from Lessor;
- c. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement);
- d. Lessee assigns his/her property for the benefit of creditors; or
- e. Lessor determines after a reevaluation the Lessee is not in compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including but not limited to court costs and attorneys fees for bringing legal action against the Lessee. **Additionally, upon breach of this Agreement by Lessee, all lease payments for the balance of the initial fifteen year shall accrue and be payable immediately.**

**16. Thirty (30) Day Termination.** Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days' prior written notice to the other party except as otherwise provided in this Agreement. **Upon notice of termination by Lessee, all payments due under this Agreement shall accrue and be payable immediately.**

**17. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

**18. Relationship of Parties.** The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or his/her agents.

**19. Rights Reserved.**

a. **Hazard Removal and Mitigation.** With five (5) days notice, Lessor reserves the right to take any appropriate action to assure the aerial approaches and terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes), will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. **Compatible Land Use.** Lessor reserves the right to take any appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff or aircraft, and any noise compatibility program.

c. **Times of War.** During times of wars or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument (insofar as they are inconsistent with the provisions of the lease to the government) shall be suspended.

d. **Airport Protection.** It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions based on the Hangar to such a height so as to comply with Federal Aviation Regulations, Part 77 and such representations as are contained in the Airport Layout Plan. These documents may be viewed in the office of the City Manager, or his designated representative.

e. **Right of Inspection.** The Lessor shall have the right to inspect the Hangar at any time for purposes of determining compliance with this Agreement.

**20. Appurtenant Privileges.**

a. Use of Airport Facilities. Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. Maintenance of Airport Facilities. Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as are required and necessary for the safe and efficient operation of the Airport.

c. Airspace and Approaches. Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, or locating any building, object, or structure on the Hangar or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

**21. Nonexclusive Rights.** Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

**22. Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, shall be in addition to all other rights and remedies.

**23. Subordination.**

a. This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City of Durant, Oklahoma, the Durant Airport Authority, and the United States of America, the State of Oklahoma or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

b. In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required.

**24. Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

(a) If to Lessor, addressed to:  
Airport Director  
Durant Airport Authority  
10 Waldron Drive  
Durant, OK 74701

(b) If to Lessee, address to:  
Air Evac EMS, Inc.  
Corporation Service Company  
10300 Greenbriar Place  
Oklahoma City, OK 73159

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

**25. Waiver.** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

**26. Entire Agreement.** This agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification hereof must be in writing, signed by both parties.

**27. Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

**28. Successors Bound.** This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**LESSOR:**

**DURANT AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Joshua Matekovic, Airport Manager

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



**AIR EVAC EMS, INC.**

By: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Cynthia Price, City Clerk

APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND  
RELIANCE OF THE CITY OF DURANT,  
OKLAHOMA, ONLY.

\_\_\_\_\_  
Thomas Marcum, City Attorney

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

## Attachment A

### Appendix A to Part 43—Major Alterations, Major Repairs, and Preventive Maintenance

(a) *Major alterations*—(1) *Airframe major alterations*. Alterations of the following parts and alterations of the following types, when not listed in the aircraft specifications issued by the FAA, are airframe major alterations:

- (i) Wings.
  - (ii) Tail surfaces.
  - (iii) Fuselage.
  - (iv) Engine mounts.
  - (v) Control system.
  - (vi) Landing gear.
  - (vii) Hull or floats.
  - (viii) Elements of an airframe including spars, ribs, fittings, shock absorbers, bracing, cowling, fairings, and balance weights.
  - (ix) Hydraulic and electrical actuating system of components.
  - (x) Rotor blades.
  - (xi) Changes to the empty weight or empty balance which result in an increase in the maximum certificated weight or center of gravity limits of the aircraft.
  - (xii) Changes to the basic design of the fuel, oil, cooling, heating, cabin pressurization, electrical, hydraulic, de-icing, or exhaust systems.
  - (xiii) Changes to the wing or to fixed or movable control surfaces which affect flutter and vibration characteristics.
- (2) *Powerplant major alterations*. The following alterations of a powerplant when not listed in the engine specifications issued by the FAA, are powerplant major alterations.

(i) Conversion of an aircraft engine from one approved model to another, involving any changes in compression ratio, propeller reduction gear, impeller gear

ratios or the substitution of major engine parts which requires extensive rework and testing of the engine.

- (ii) Changes to the engine by replacing aircraft engine structural parts with parts not supplied by the original manufacturer or parts not specifically approved by the Administrator.
  - (iii) Installation of an accessory which is not approved for the engine.
  - (iv) Removal of accessories that are listed as required equipment on the aircraft or engine specification.
  - (v) Installation of structural parts other than the type of parts approved for the installation.
  - (vi) Conversions of any sort for the purpose of using fuel of a rating or grade other than that listed in the engine specifications.
- (3) *Propeller major alterations.* The following alterations of a propeller when not authorized in the propeller specifications issued by the FAA are propeller major alterations:
- (i) Changes in blade design.
  - (ii) Changes in hub design.
  - (iii) Changes in the governor or control design.
  - (iv) Installation of a propeller governor or feathering system.
  - (v) Installation of propeller de-icing system.
  - (vi) Installation of parts not approved for the propeller.
- (4) *Appliance major alterations.* Alterations of the basic design not made in accordance with recommendations of the appliance manufacturer or in accordance with an FAA Airworthiness Directive are appliance major alterations. In addition, changes in the basic design of radio communication and navigation equipment approved under type certification or a Technical Standard Order that have an effect on frequency stability, noise level, sensitivity, selectivity, distortion, spurious radiation, AVC characteristics, or ability to meet environmental test conditions and other changes that have an effect on the performance of the equipment are also major alterations.
- (b) *Major repairs*—(1) *Airframe major repairs.* Repairs to the following parts of an airframe and repairs of the following types, involving the strengthening,

reinforcing, splicing, and manufacturing of primary structural members or their replacement, when replacement is by fabrication such as riveting or welding, are airframe major repairs.

- (i) Box beams.
- (ii) Monocoque or semimonocoque wings or control surfaces.
- (iii) Wing stringers or chord members.
- (iv) Spars.
- (v) Spar flanges.
- (vi) Members of truss-type beams.
- (vii) Thin sheet webs of beams.
- (viii) Keel and chine members of boat hulls or floats.
- (ix) Corrugated sheet compression members which act as flange material of wings or tail surfaces.
- (x) Wing main ribs and compression members.
- (xi) Wing or tail surface brace struts.
- (xii) Engine mounts.
- (xiii) Fuselage longerons.
- (xiv) Members of the side truss, horizontal truss, or bulkheads.
- (xv) Main seat support braces and brackets.
- (xvi) Landing gear brace struts.
- (xvii) Axles.
- (xviii) Wheels.
- (xix) Skis, and ski pedestals.
- (xx) Parts of the control system such as control columns, pedals, shafts, brackets, or horns.

- (xxi) Repairs involving the substitution of material.
  - (xxii) The repair of damaged areas in metal or plywood stressed covering exceeding six inches in any direction.
  - (xxiii) The repair of portions of skin sheets by making additional seams.
  - (xxiv) The splicing of skin sheets.
  - (xxv) The repair of three or more adjacent wing or control surface ribs or the leading edge of wings and control surfaces, between such adjacent ribs.
  - (xxvi) Repair of fabric covering involving an area greater than that required to repair two adjacent ribs.
  - (xxvii) Replacement of fabric on fabric covered parts such as wings, fuselages, stabilizers, and control surfaces.
  - (xxviii) Repairing, including rebottoming, of removable or integral fuel tanks and oil tanks.
- (2) *Powerplant major repairs.* Repairs of the following parts of an engine and repairs of the following types, are powerplant major repairs:
- (i) Separation or disassembly of a crankcase or crankshaft of a reciprocating engine equipped with an integral supercharger.
  - (ii) Separation or disassembly of a crankcase or crankshaft of a reciprocating engine equipped with other than spur-type propeller reduction gearing.
  - (iii) Special repairs to structural engine parts by welding, plating, metalizing, or other methods.
- (3) *Propeller major repairs.* Repairs of the following types to a propeller are propeller major repairs:
- (i) Any repairs to, or straightening of steel blades.
  - (ii) Repairing or machining of steel hubs.
  - (iii) Shortening of blades.
  - (iv) Retipping of wood propellers.
  - (v) Replacement of outer laminations on fixed pitch wood propellers.

- (vi) Repairing elongated bolt holes in the hub of fixed pitch wood propellers.
  - (vii) Inlay work on wood blades.
  - (viii) Repairs to composition blades.
  - (ix) Replacement of tip fabric.
  - (x) Replacement of plastic covering.
  - (xi) Repair of propeller governors.
  - (xii) Overhaul of controllable pitch propellers.
  - (xiii) Repairs to deep dents, cuts, scars, nicks, etc., and straightening of aluminum blades.
  - (xiv) The repair or replacement of internal elements of blades.
- (4) *Appliance major repairs.* Repairs of the following types to appliances are appliance major repairs:
- (i) Calibration and repair of instruments.
  - (ii) Calibration of radio equipment.
  - (iii) Rewinding the field coil of an electrical accessory.
  - (iv) Complete disassembly of complex hydraulic power valves.
  - (v) Overhaul of pressure type carburetors, and pressure type fuel, oil and hydraulic pumps.
- (c) *Preventive maintenance.* Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations:
- (1) Removal, installation, and repair of landing gear tires.
  - (2) Replacing elastic shock absorber cords on landing gear.
  - (3) Servicing landing gear shock struts by adding oil, air, or both.
  - (4) Servicing landing gear wheel bearings, such as cleaning and greasing.
  - (5) Replacing defective safety wiring or cotter keys.

- (6) Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.
- (7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
- (8) Replenishing hydraulic fluid in the hydraulic reservoir.
- (9) Refinishing decorative coating of fuselage, balloon baskets, wings tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
- (10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.
- (11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system or interfere with an operating system or affect the primary structure of the aircraft.
- (12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper air flow.
- (13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- (14) Replacing safety belts.
- (15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- (16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
- (17) Replacing bulbs, reflectors, and lenses of position and landing lights.
- (18) Replacing wheels and skis where no weight and balance computation is involved.
- (19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.



- (20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
- (21) Replacing any hose connection except hydraulic connections.
- (22) Replacing prefabricated fuel lines.
- (23) Cleaning or replacing fuel and oil strainers or filter elements.
- (24) Replacing and servicing batteries.
- (25) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
- (26) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
- (27) The interchange of balloon baskets and burners on envelopes when the basket or burner is designated as interchangeable in the balloon type certificate data and the baskets and burners are specifically designed for quick removal and installation. The installations of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- (28) Removing, checking, and replacing magnetic chip detectors.
- (29) The inspection and maintenance tasks prescribed and specifically identified as preventive maintenance in a primary category aircraft type certificate or supplemental type certificate holder's approved special inspection and preventive maintenance program when accomplished on a primary category aircraft provided:
  - (i) They are performed by the holder of at least a private pilot certificate issued under part 61 who is the registered owner (including co-owners) of the affected aircraft and who holds a certificate of competency for the affected aircraft (1) issued by a school approved under §147.21(e) of this chapter; (2) issued by the holder of the production certificate for that primary category aircraft that has a special training program approved under §21.24 of this subchapter; or (3) issued by another entity that has a course approved by the Administrator; and
  - (ii) The inspections and maintenance tasks are performed in accordance with instructions contained by the special inspection and preventive maintenance program approved as part of the aircraft's type design or supplemental type

design.

- (30) Removing and replacing self-contained, front instrument panel-mounted navigation and communication devices that employ tray-mounted connectors that connect the unit when the unit is installed into the instrument panel, (excluding automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)). The approved unit must be designed to be readily and repeatedly removed and replaced, and pertinent instructions must be provided. Prior to the unit's intended use, and operational check must be performed in accordance with the applicable sections of part 91 of this chapter.

(Secs. 313, 601 through 610, and 1102, Federal Aviation Act of 1958 as amended (49 U.S.C. 1354, 1421 through 1430 and 1502); (49 U.S.C. 106(g) (Revised Pub. L. 97-449, Jan. 21, 1983); and 14 CFR 11.45) [Doc. No. 1993, 29 FR 5451, Apr. 23, 1964, as amended by Amdt. 43-14, 37 FR 14291, June 19, 1972; Amdt. 43-23, 47 FR 41086, Sept. 16, 1982; Amdt. 43-24, 49 FR 44602, Nov. 7, 1984; Amdt. 43-25, 51 FR 40703, Nov. 7, 1986; Amdt. 43-27, 52 FR 17277, May 6, 1987; Amdt. 43-34, 57 FR 41369, Sept. 9, 1992; Amdt. 43-36, 61 FR 19501, May 1, 1996; Amdt. 43-45, 77 FR 71096, Nov. 29, 2012]



# The City of Durant

## Memorandum

**Date:** 7/6/2023  
**To:** Mayor and City Council  
**From:** Tamme Collins, Administrative Assistant  
**Re:** Consideration, discussion, and possible action regarding the recommendation of an Interim Executive Director of the Durant Industrial Authority to the City Manager.

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**Council Information / Action Requested**

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

**ATTACHMENTS:**