

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 CITY COUNCIL

6:00 PM

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

May 9, 2023

AMENDED AGENDA

This meeting will include videoconferencing. Mayor Tucker will be appearing remotely using videoconferencing via Google Meet. Vice Mayor Simulescu, Council Member Fuller, Council Member Miller and Council Member Sherrer will be physically present at the meeting site.

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

CITIZEN COMMENTS

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled start time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to followup on any issues presented if necessary.

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 noncontroversial 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 April 11, 2023
- b. Consider Approval of Special Called Meeting Minutes of April 17, 2023
- c. Consider Approval of Special Called Meeting Minutes of April 25, 2023
- d. Consider Approval of Budget Supplements BA 23-12
- e. Consider Approval of Mayoral Recommendation of Three Nominees for Election to Oklahoma Municipal Group Board of Trustees
- f. Consider Approval of Modification to the Transport Telecommunications Services Permit between the City of Durant and Dobson Fiber
- g. Consider Approval of Service Agreement with Crawford & Associates, P.C. for Accounting and Consulting Services (C-2023-26)

2. Consider Items Removed from Consent 3. Information Item

- a. Finance Reports - March 2023 and April Sales Tax

4. Administration

- a. Discussion, Consideration and Possible Action on a Planned Unit Development (PUD) request for property located near University Boulevard and Criswell Boulevard (PC2023-10)
- b. Consider Approval of a Resolution Approving State of Oklahoma Department of Transportation School Zone Speed Limit Modification (R-2023-11)
- c. Consideration, Discussion, and Possible Approval of Rent.Fun L.L.C Contract In the Amount of \$16,000.00 to Lease Up to Twelve (12) Kayaks for Five (5) Years.
- d. Consideration, Discussion, and Possible Approval of Lake Durant Ranger Employment Contract for Three Years at \$32,500 Per Year (C-2023-28)
- e. Discussion, Consideration, and Possible Action to Consider Acceptance of OK Department of Transportation TAP (Transportation Alternative Program) Grant Funding Agreement in the amount of \$674,080 to Construct the Chuckwa Creek Pedestrian Bridge. (C-2023-29)

5. Executive Session

- a. Consider Entering into Executive Session to confer on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business, specifically Project Stone. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.
- b.

c. Consider Action Pursuant to Item 5a.

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 8th day of November, 2023 and that an agenda of said meeting was posted at the place of such meeting at 5:00 p.m. on the 3rd day of May, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of April 11, 2023

Council Information / Action Requested

Approval of Regular Meeting Minutes of April 11, 2023

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

ATTACHMENTS:

1. Durant City Council Minutes 04112023 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 6:20 p.m. on the 6th day of April, 2023. An amended agenda was posted at the place of such meeting at 4:30 p.m. on the 10th day of April, 2023.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL

April 11, 2023 AT 6:00 PM

Roscoe J. Hatfield Council Chambers

300 West Evergreen

Durant, Oklahoma

CALL TO ORDER

Acting Mayor Sherrer called the meeting to order at 6:07 p.m.

INVOCATION/FLAG SALUTE

Ken Bartholomew, Pastor of Worship and Administration of First Baptist Church of Durant, provided the invocation. Council Member Mike Morris led the flag salute.

ROLL CALL

Present:

Council Member Steve Brittingham

Council Member Humphrey Miller

Council Member Curtis Morris

Acting Mayor Danny Sherrer

City Attorney Tom Marcum

City Manager Lisa Taylor

City Clerk Cynthia J. Price

Absent:

None

PRESENTATIONS

1. Presentation of Employee Service Awards for 1st Quarter 2023

The following employees received service awards:

5 YEARS

Eric Jeffers (Fire): Certificate, Pin, \$50

10 YEARS

Jonathan (Chase) Brown (Fire): Certificate, Pin, \$50

Christopher Bryant (Fire): Certificate, Pin, \$50

15 YEARS

Jay Bergner (Fire): Certificate, Pin, \$150

Keith Cook (Fire): Certificate, Pin, \$150

25 YEARS

Jeff Langford (Fire): Plaque, Certificate, Pin, \$250

Linnie Stinson (Fire): Plaque, Certificate, Pin, \$250

2. Presentation of Proclamation Declaring April 2023 as Autism Awareness & Acceptance Month

Acting Mayor Sherrer presented a Proclamation Declaring April 2023 as Autism Awareness & Acceptance Month. Mr. Reuben Marris of the Owen Foundation followed with remarks.

CITIZEN COMMENTS

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled start time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

There were no citizen comments.

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 Called Meeting Minutes of March 14, 2023
- b. Consider Approval of Special Called Meeting Minutes of March 27, 2023
- c. Consider Approval of Budget Supplements BA 23-11
- d. Consider Approval of Contract for Professional Services Between City of Durant and Oklahoma Municipal Management Services for General Management Assistance (C-2023-21)

- e. Consider Approval of AirMedCare Network Group Full Census Membership for City of Durant (C-2023-20)
- f. Consider Approval of the Expenditure of Economic Development Sales Tax Funds in the Amount of \$38,740.00 to United Manufacturing and Distribution LLC (UMD) for the Remediation of 68 Waldron Road Facility Interior Contamination of DIA-Owned Property
- g. Consider Approval of Change Order 6 for Schiralli Construction Corporation

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Curtis Morris

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. City Clerk Monthly Report - March 2023
- b. Community Development Monthly Report - March 2023
- c. Economic Development Monthly Report- March 2023
- d. Emergency Management Monthly Report - March 2023
- e. Finance Department - March 2023 Sales Tax Reports
- f. Fire Department Monthly Report - March 2023
- g. Grants Department Monthly Report - March 2023
- h. Library Monthly Report - March 2023
- i. Neighborhood Services Monthly Report - March 2023
- j. Parks Department Monthly Report - March 2023
- k. Police Department Monthly Report - February 2023
- l. Street Department Monthly Report - February 2023

4. Administration

- a. Consider Approval of Resolution to Participate in Teva-Allegan- CVS-Walgreen-Walmart Settlement Agreement

Motion To: Approve Resolution to Participate in Teva-Allegran -CVS-Walgreen-Walmart Settlement Agreement

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- b. Consider Approval of Resolution Amending Certain Fees on the Fee Schedule; Directing Posting (R-2023-08)

No action.

- c. Discussion, Consideration and Possible Action on Ordinance O-2023-05 Amending Sections 158.14 (A) (1) (Exemptions From Sign Permit Requirements) and 158.19 (A) (B) (Tables) of the Durant Code of Ordinances.
 - 1) Ordinance O-2023-05. Section 1.
 - 2) Ordinance O-2023-05. Section 2. Emergency Clause.

Motion To: Approve Ordinance O-2023-05, Section 1, Amending Section 158.14 (A)(1) and Section 158.19 (A)(B) (Tables) of the Durant Code of Ordinances With the Addition of a Height Limit of 100 Feet

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2023-05, Section 2, Emergency Clause

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- d. Discussion, Consideration and Possible Action on Ordinance O-2023-06 Amending Section 156.034 (Permitted Uses in Districts) of the Durant Code of Ordinances.
 - 1) Ordinance O-2023-06. Section 1.
 - 2) Ordinance O-2023-06. Section 2. Emergency Clause.

Motion To: Approve Ordinance O-2023-06, Section 1, Amending Section 156.034 of the Durant Code of Ordinances Changing the Permitted Use In Districts from 'R' to 'X'

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2023-06, Section 2, Emergency Clause

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- e. Discussion, Consideration and Possible Action on a Final Plat Request for property near Sunnyside Road and Sunny Meadows Drive (PC-2023-05).

Motion To: Approve Final Plat Request for Property Near Sunnyside Road and Sunny Meadows Drive (PC-2023-05)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- f. Discussion, Consideration and Possible Action on Ordinance, O-2023-07, a Rezoning request from A-1, General Agriculture to R-1, Single-Family Residential for property near Sunnyside Road and Sunny Meadows Drive (PC2023-05).
 - 1) Ordinance O-2023-07. Section 1.
 - 2) Ordinance O-2023-07. Section 2. Emergency Clause.

Motion To: Approve Ordinance O-2023-07, Section 1

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

Motion To: Ordinance O-2023-07, Section 2, Emergency Clause

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- g. Discussion, Consideration and Possible Action on a Re-Plat request for property near 21st Avenue and Main Street (PC2023-07).

Motion To: Approve Re-Plat Request for Property Near 21st Avenue and Main Street

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- h. Discussion, Consideration and Possible Action on a Re-Plat Request for property near South 2nd Avenue and West Tennessee Street (PC2023-08).

Motion To: Approve Re-Plat Request for Property Near South 2nd Avenue and West Tennessee Street (PC-2023-08)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- i. Discussion, Consideration and Possible Action on a Planned Unit Development (PUD) request for property located at 3324 Enterprise Drive (PC2023-11).

Motion To: Approve Planned Unit Development (PUD) Request for Property Located at 3324 Enterprise Drive (PC-2023-11)

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Sherrer

Nays: None

Abstain: None

Recusal: Morris

- j. Discussion, Consideration and Possible Action on a Final Plat request for property located near Washington Avenue and Mockingbird Lane (PC2023-12).

Motion To: Approve Final Plat Request for Property Located Near Washington Avenue and Mockingbird Lane (PC2023-12)

Motion By: Curtis Morris

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- k. Discussion, Consideration and Possible Action on Resolution R-2023-06, a Conditional Use Permit (CUP) request for property located near Washington Avenue and Mockingbird Lane (PC2023-12).

Motion To: Approve Resolution R-2023-06, a Conditional Use Permit (CUP) Request for Property Located Near Washington Avenue and Mockingbird Lane (PC2023-12)

Motion By: Curtis Morris

Seconded By: Steve Brittingham

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

- l. Consider Approval of Resolution Authorizing the Calling and Holding of an Election in the City of Durant, State of Oklahoma (the "City"), for the Purpose of Submitting to the Registered Qualified Electors of Said City the Question of Approval or Rejection of an Ordinance of the City, Which Amends Ordinance No. 1430 of the City and Ordinance No. 1431 of the City by Eliminating the Termination Date for the Collection of the Excise Tax (Sales Tax) Levied Pursuant to Said Ordinances and by Modifying the Purpose of Said Tax; and Containing Other Provisions Relating Thereto (R-2023-09)

No action.

- m. Consider Approval of Ordinance of the City of Durant, Oklahoma (the "City"), Amending Ordinance No. 1430 and 1431 of the City, by Eliminating the September 30, 2024 Termination Date for the Collection of the Excise Tax (Sales Tax) Levied Pursuant to Said Ordinances and by Modifying the Purpose of Said Tax Levied Pursuant to Said Ordinances; Providing for the Effective Date; Providing Remainder of Ordinances Remain Unchanged; Providing that the Provisions of This Ordinance are Cumulative and in Addition to Any and All Taxing Provisions of Other City Ordinances; Providing for Severability of Provisions; and Containing Other Provisions Related Thereto (O-2023-09)

No action.

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

PRESENTATION OF CERTIFICATES OF APPRECIATION TO OUTGOING COUNCIL MEMBERS



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of April 17, 2023

Council Information / Action Requested

Approval of Special Called Meeting Minutes of April 17, 2023

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 04172023 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 28th day of February, 2023 and that an agenda of said meeting was posted at the place of such meeting at 8:10 a.m. on the 10th day of April, 2023.



Cynthia J. Price, City of Durant

**MINUTES OF THE SPECIAL CALLED MEETING OF DURANT CITY COUNCIL
April 17, 2023 AT 12:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

**SWEARING IN CEREMONY OF NEW COUNCIL MEMBERS - LAURAN FULLER,
MIKE SIMULESCU, MARTIN TUCKER**

CALL TO ORDER

Acting Mayor Danny Sherrer called the meeting to order at 12:08 p.m.

INVOCATION/FLAG SALUTE

Zach Bachues, Campus Pastor at Victory Life Church, provided the invocation. Council Member Humphrey Miller led the flag salute.

ROLL CALL

Present:

Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Mike Simulescu
Council Member Martin Tucker
Acting Mayor Danny Sherrer
City Attorney Tom Marcum
City Manager Lisa Taylor
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Administration

- a. Consider Appointment of Mayor

Motion To: Appoint Martin Tucker as Mayor

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: Sherrer

b. Consider Appointment of Vice Mayor

Motion To: Appoint Mike Simulescu as Vice Mayor

Motion By: Lauran Fuller

Seconded By: Martin Tucker

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: Sherrer

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Humphrey Miller

Seconded By: Martin Tucker

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of April 25. 2023

Council Information / Action Requested

Approval of Special Called Meeting Minutes of April 25. 2023

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 04252023 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of April, 2023 and that an agenda of said meeting was posted at the place of such meeting at 3:00 p.m. on the 17th day of April, 2023.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL

April 25, 2023 AT 12:00 PM

Durant Regional Airport

10 Waldron Road

Durant, Oklahoma

CALL TO ORDER

Mayor Tucker called the meeting to order at 12:15 P.M. Mayor Tucker provided the invocation and led the flag salute.

ROLL CALL

Present:

Council Member Lauran Fuller*

Council Member Humphrey Miller

Council Member Danny Sherrer

Council Member Mike Simulescu

Council Member Martin Tucker

City Attorney Tom Marcum

City Manager Lisa Taylor

City Clerk Cynthia J. Price

Absent:

None

*Partial Attendance

ORDER OF BUSINESS

1. Administration

- a. Budget Workshop to Include Presentations and Discussion on the Preliminary FY 23-24 Budget

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 23-12

Consider Approval of Budget Supplements BA 23-12

#69 Appropriate funds for General Fund PD, Parks, Swimming Pool, Streets, Garage & Neighborhood Services Operation/Maintenance Expenditures.

#70 Appropriate funds for Lake Durant KAYAKS, EM EOC Roof Repair

#71 Appropriate funds for TIF#3 Tubacex rev. & expense and clean up Building UMD, Pickling

#72 Appropriate funds for Transfer to DIA Fund to Clean Up the Facilities Expenses for future Use

#73 Appropriate funds for Airport OMAG reimburse Runway lighting & Vehicle Filters Replacement expenses.

#74 Appropriate funds 5% Lodging Tourism Website I.T. Service and Artist Payment

#75 Appropriate funds for DWRF COM CTR & LIBRARY PENDLETON TRUST Income and Project Expenses

#76 Appropriate funds for Utilities Authority Departments Operation Expenses

Council Information / Action Requested

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

ATTACHMENTS:

1. BA 23-12 69-76 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT03686 - BA23-12 69 -76

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000139	FY 22/23 ORIGINAL BUDGET	BA23-12-69 PD,PARKS, POOL, STS, GARAGE, NEIGHB	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-005-530-3053	COMMUNICATION SERVICE FEE	BA23-12-69 PD,CAR REPAIR	23,220.00	-5,000.00	18,220.00
May:	-5,000.00				
001-005-550-5501	VEHICLE MAINTENANCE-DEPAR...	BA23-12-69 PD,CAR REPAIR	7,000.00	15,000.00	22,000.00
May:	15,000.00				
001-005-550-5658	BUILDING MAINTENANCE	BA23-12-69 PD,CAR REPAIR	20,550.00	-10,000.00	10,550.00
May:	-10,000.00				
001-009-550-5062	JANITORAL SUPPLIES	BA23-12-69 PARKS MINOR TOOLS	4,000.00	1,000.00	5,000.00
May:	1,000.00				
001-009-550-5066	IRRIGATION SUPPLIES	BA23-12-69 PARKS MINOR TOOLS	1,600.00	-1,000.00	600.00
May:	-1,000.00				
001-012-550-5509	OTHER EQUIP PARTS & MAINT	BA23-12-69 POOL OTHER EQUIP	3,000.00	1,000.00	4,000.00
May:	1,000.00				
001-012-550-5658	BUILDING AND MAINTENANCE	BA23-12-69 POOL OTHER EQUIP	8,000.00	-1,000.00	7,000.00
May:	-1,000.00				
001-016-550-5695	PAVING MAINTENANCE	BA23-12-69 STREETS CONCRETE SAW	355,000.00	-5,000.00	350,000.00
May:	-5,000.00				
001-016-550-5861	MINOR TOOLS AND EQUIPMENT	BA23-12-69 STREETS CONCRETE SAW	8,550.00	5,000.00	13,550.00
May:	5,000.00				
001-021-510-1100	SALARIES AND WAGES	BA23-12-69 GARAGE ROOF REPAIR	155,628.52	-50,500.00	105,128.52
May:	-50,500.00				
001-021-510-1200	OVERTIME	BA23-12-69 GARAGE OVERTIME	0.00	500.00	500.00
May:	500.00				
001-021-550-5658	BUILDING AND MAINTENANCE	BA23-12-69 GARAGE ROOF REPAIR	9,000.00	50,000.00	59,000.00
May:	50,000.00				
001-022-530-3051	CONTRACT LABOR	BA23-12-69 NUISANCE ABATEMENTS	75,000.00	-34,000.00	41,000.00
May:	-34,000.00				
001-022-530-3901	NUISANCE ABATEMENT SERVICES	BA23-12-69 NUISANCE ABATEMENTS	50,000.00	34,000.00	84,000.00
May:	34,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000140	FY 22/23 ORIGINAL BUDGET	BA23-12 70 CI KAYAKS EOC ROOF	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-361-4000	MISC. REVENUE	BA23-12 70 CI EOC ROOF OMAG INSURANCE	-40,000.00	-53,100.00	-93,100.00
May:	-53,100.00				
015-009-560-5657	GENERAL PARK IMPROVEMENTS	BA23-12 70 CI KAYAKS LAKE DURANT	137,000.00	-16,000.00	121,000.00
May:	-16,000.00				
015-009-560-5663	PLAYGROUND EQUIPMENT	BA23-12 70 CI KAYAKS LAKE DURANT	95,420.00	16,000.00	111,420.00
May:	16,000.00				
015-018-520-2133	EM DISTRIBUTION WAREHOUSE ...	BA23-12 70 CI EOC ROOF OMAG INSURANCE	35,781.00	-11,900.00	23,881.00
May:	-11,900.00				
015-018-560-6016	EOC BUILDING PROJECT COMPLE...	BA23-12 70 CI EOC ROOF OMAG INSURANCE	84,942.00	65,000.00	149,942.00
April:	65,000.00				

Budget Adjustment Register

Packet: GLPKT03686 - BA23-12 69 -76

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000141	FY 22/23 ORIGINAL BUDGET	BA23-12-71 TIF#3 CLEANUP BULD	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
020-000-301-1000	BEGINNING BALANCE	BA23-12-71 CLEANUP BULD	-1,037,706.00	80,000.00	-957,706.00
May: 80,000.00					
020-000-364-1101	TRSF FROM ECONOMIC (110) RE...	BA23-12-71 CLEANUP BULD	0.00	-80,000.00	-80,000.00
May: -80,000.00					
020-000-364-1101	TRSF FROM ECONOMIC (110) RE...	BA23-12-71 CLEANUP BULD	0.00	-38,740.00	-38,740.00
May: -38,740.00					
020-000-375-0602	TIF#3-19 TUBACEX TAX REFND R...	BA23-12-71 TIF#3	-332,949.00	-6,347.00	-339,296.00
May: -6,347.00					
020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	BA23-12-71 TIF#3	-3,363.00	-64.00	-3,427.00
May: -64.00					
020-017-530-3051	CONTRACT LABOR	BA23-12-71 CLEANUP BULD	125,900.00	38,740.00	164,640.00
May: 38,740.00					
020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	BA23-12-71 TIF#3	332,949.00	6,347.00	339,296.00
May: 6,347.00					
020-067-570-7400	CONTINGENCY RESERVE	BA23-12-71 TIF#3	17,782.00	64.00	17,846.00
May: 64.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000142	FY 22/23 ORIGINAL BUDGET	BA23-12 72 ED TRANSFER TO DIA	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
110-017-560-6021	FUTURE PROJECTS	BA23-12 72 ED TRANSFER TO DIA PICKING	3,195,821.00	-80,000.00	3,115,821.00
May: -80,000.00					
110-017-560-6021	FUTURE PROJECTS	BA23-12 72 ED TRANSFER TO DIA UMD	3,195,821.00	-38,740.00	3,157,081.00
May: -38,740.00					
110-017-599-0200	TRSF TO DIA (REIMB FOR EXPEN...	BA23-12 72 ED TRANSFER TO DIA PICKING	0.00	80,000.00	80,000.00
May: 80,000.00					
110-017-599-0200	TRSF TO DIA (REIMB FOR EXPEN...	BA23-12 72 ED TRANSFER TO DIA UMD	0.00	38,740.00	38,740.00
May: 38,740.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000143	FY 22/23 ORIGINAL BUDGET	BA23-12-73 AIRPORT OMAG CHECK	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-301-1000	BEGINNING UNENCUMBERED	BA23-12-73 OMAG FOR RUNWAY LIGHTING	-789,655.00	279,110.00	-510,545.00
May: 279,110.00					
206-000-361-4000	MISC. REVENUE	BA23-12-73 AIRPORT OMAG CHECK	0.00	-279,110.00	-279,110.00
May: -279,110.00					
206-065-550-5663	VEHICLE MAINTENANCE	BA23-12-73 AIRPORT VEHICLE FILTERS	12,000.00	1,500.00	13,500.00
May: 1,500.00					
206-065-570-7010	MISC. EXPENDITURES	BA23-12-73 AIRPORT VEHICLE FILTERS	11,575.00	-1,500.00	10,075.00
May: -1,500.00					

Adjustment Number	Budget Code	Description	Adjustment Date
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Budget Adjustment Register
Packet: GLPKT03686 - BA23-12 69 -76

BA0000144 FY 22/23 ORIGINAL BUDGET BA23-12-74 WEBSITE IT SERVICE ARTIST PYMNT 5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
125-070-530-3051	CONTRACT LABOR	BA23-12-74 WEBSITE IT SERVICE ARTIST PYMNT	264,000.00	1,152.00	265,152.00
May: 1,152.00					
125-070-530-3474	PROMOTIONS/ADVERTISING/SP...	BA23-12-74 WEBSITE IT SERVICE ARTIST PYMNT	180,000.00	50,000.00	230,000.00
May: 50,000.00					
125-070-570-7800	FUND RESERVE	BA23-12-74 WEBSITE IT SERVICE ARTIST PYMNT	235,658.00	-1,152.00	234,506.00
May: -1,152.00					
125-070-570-7800	FUND RESERVE	BA23-12-74 WEBSITE IT SERVICE ARTIST PYMNT	235,658.00	-50,000.00	185,658.00
May: -50,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000145	FY 22/23 ORIGINAL BUDGET	BA23-12-75 LIB MAINT PENDLETON REV.	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA23-12-75 LIB MAINT PENDLETON REV. CITATI...	-5,017.00	-456.00	-5,473.00
May: -456.00					
350-000-363-1000	PENDLETON TRUST	BA23-12-75 LIB MAINT PENDLETON REV.BASA RE...	-5,017.00	-15,949.00	-20,966.00
May: -15,949.00					
350-000-363-1000	PENDLETON TRUST	BA23-12-75 LIB MAINT PENDLETON REV.CITATION	-5,017.00	-418.00	-5,435.00
May: -418.00					
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	BA23-12-75 LIB MAINT CORRECTBA#44 012023	321,062.00	-35,900.00	285,162.00
May: -35,900.00					
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	BA23-12-75 LIB MAINT PENDLETON PROJ	321,062.00	16,823.00	337,885.00
May: 16,823.00					
350-015-570-7400	CONTINGENCY RESERVE	BA23-12-75 LIB MAINT CORRECT BA# 44 012023	551,024.00	35,900.00	586,924.00
May: 35,900.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000146	FY 22/23 ORIGINAL BUDGET	BA23-12-76 UA DEPT OPERATION EXPENSES	5/9/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-026-550-5861	MINOR TOOLS AND EQUIPMENT	BA23-12-76 UA DEPT OPERATION EXPENSES	15,000.00	10,500.00	25,500.00
May: 10,500.00					
405-026-550-5875	ROOT KILLER - SEWER LINES	BA23-12-76 UA DEPT OPERATION EXPENSES	16,000.00	-10,500.00	5,500.00
May: -10,500.00					
405-027-510-1100	SALARIES AND WAGES	BA23-12-76 UA DEPT OPERATION EXPENSES	314,441.48	-30,000.00	284,441.48
May: -30,000.00					
405-027-550-5509	OTHER EQUIP PARTS & MAINT	BA23-12-76 UA DEPT OPERATION EXPENSES	76,203.00	-30,000.00	46,203.00
May: -30,000.00					
405-027-550-5853	CHEMICALS, DRUGS, AND LAB	BA23-12-76 UA DEPT OPERATION EXPENSES	390,000.00	150,000.00	540,000.00
May: 150,000.00					
405-028-530-3038	GENERATOR ANNUAL SERVICE	BA23-12-76 UA DEPT OPERATION EXPENSES	30,000.00	5,000.00	35,000.00
May: 5,000.00					
405-028-550-5836	SLUDGE DISPOSAL	BA23-12-76 UA DEPT OPERATION EXPENSES	20,000.00	-6,000.00	14,000.00
May: -6,000.00					
405-028-550-5857	MMBRSHIP/LCNSE/CRTFCATION...	BA23-12-76 UA DEPT OPERATION EXPENSES	1,500.00	1,000.00	2,500.00
May: 1,000.00					
405-030-550-5658	BUILDING & MAINTENANCE	BA23-12-76 UA DEPT OPERATION EXPENSES	90,000.00	-60,000.00	30,000.00
May: -60,000.00					

Budget Adjustment Register**Packet: GLPKT03686 - BA23-12 69 -76**[405-030-580-8617](#)

May: -30,000.00

INTEREST/ADMIN. EXPENSE

BA23-12-76 UA DEPT OPERATION EXPENSES

205,583.00

-30,000.00

175,583.00

[405-031-530-3033](#)

May: -10,000.00

UTILITIES

BA23-12-76 UA DEPT OPERATION EXPENSES

20,000.00

-10,000.00

10,000.00

[405-031-550-5658](#)

May: 5,000.00

BUILDING AND MAINTENANCE

BA23-12-76 UA DEPT OPERATION EXPENSES

5,500.00

5,000.00

10,500.00

[405-049-510-1202](#)

May: 12,000.00

SPECIAL PAY-LEAVE & BONUS AC...

BA23-12-76 UA DEPT OPERATION EXPENSES

5,250.00

12,000.00

17,250.00

[405-049-520-2140](#)

May: -3,000.00

METHANE GAS TESTING

BA23-12-76 UA DEPT OPERATION EXPENSES

8,000.00

-3,000.00

5,000.00

[405-049-530-3051](#)

May: -6,000.00

CONTRACT LABOR

BA23-12-76 UA DEPT OPERATION EXPENSES

101,000.00

-6,000.00

95,000.00

[405-049-550-5882](#)

May: 6,000.00

COMPACTORS

BA23-12-76 UA DEPT OPERATION EXPENSES

30,000.00

6,000.00

36,000.00

[405-049-560-5666](#)

May: -4,000.00

ROLL OFF BINS

BA23-12-76 UA DEPT OPERATION EXPENSES

55,000.00

-4,000.00

51,000.00

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
23	FY 22/23 ORIGINAL BUDGET	001-005-530-3053	COMMUNICATION SERVICE FEE	23,220.00	-5,000.00	18,220.00
		001-005-550-5501	VEHICLE MAINTENANCE-DEPARTME...	7,000.00	15,000.00	22,000.00
		001-005-550-5658	BUILDING MAINTENANCE	20,550.00	-10,000.00	10,550.00
		001-009-550-5062	JANITORAL SUPPLIES	4,000.00	1,000.00	5,000.00
		001-009-550-5066	IRRIGATION SUPPLIES	1,600.00	-1,000.00	600.00
		001-012-550-5509	OTHER EQUIP PARTS & MAINT	3,000.00	1,000.00	4,000.00
		001-012-550-5658	BUILDING AND MAINTENANCE	8,000.00	-1,000.00	7,000.00
		001-016-550-5695	PAVING MAINTENANCE	355,000.00	-5,000.00	350,000.00
		001-016-550-5861	MINOR TOOLS AND EQUIPMENT	8,550.00	5,000.00	13,550.00
		001-021-510-1100	SALARIES AND WAGES	155,628.52	-50,500.00	105,128.52
		001-021-510-1200	OVERTIME	0.00	500.00	500.00
		001-021-550-5658	BUILDING AND MAINTENANCE	9,000.00	50,000.00	59,000.00
		001-022-530-3051	CONTRACT LABOR	75,000.00	-34,000.00	41,000.00
		001-022-530-3901	NUISANCE ABATEMENT SERVICES	50,000.00	34,000.00	84,000.00
		015-000-361-4000	MISC. REVENUE	-40,000.00	-53,100.00	-93,100.00
		015-009-560-5657	GENERAL PARK IMPROVEMENTS	137,000.00	-16,000.00	121,000.00
		015-009-560-5663	PLAYGROUND EQUIPMENT	95,420.00	16,000.00	111,420.00
		015-018-520-2133	EM DISTRIBUTION WAREHOUSE IM...	35,781.00	-11,900.00	23,881.00
		015-018-560-6016	EOC BUILDING PROJECT COMPLETE	84,942.00	65,000.00	149,942.00
		020-000-301-1000	BEGINNING BALANCE	-1,037,706.00	80,000.00	-957,706.00
		020-000-364-1101	TRSF FROM ECONOMIC (110) REIMB	0.00	-118,740.00	-118,740.00
		020-000-375-0602	TIF#3-19 TUBACEX TAX REFND REV	-332,949.00	-6,347.00	-339,296.00
		020-000-375-0605	TIF#3-DIA 1% TAX REFND REV	-3,363.00	-64.00	-3,427.00
		020-017-530-3051	CONTRACT LABOR	125,900.00	38,740.00	164,640.00
		020-067-530-3502	TIF#3 19 TUBACEX REIMB PYMNT	332,949.00	6,347.00	339,296.00
		020-067-570-7400	CONTINGENCY RESERVE	17,782.00	64.00	17,846.00
		110-017-560-6021	FUTURE PROJECTS	3,195,821.00	-118,740.00	3,077,081.00
		110-017-599-0200	TRSF TO DIA (REIMB FOR EXPENSE	0.00	118,740.00	118,740.00
		125-070-530-3051	CONTRACT LABOR	264,000.00	1,152.00	265,152.00
		125-070-530-3474	PROMOTIONS/ADVERTISING/SPON...	180,000.00	50,000.00	230,000.00
		125-070-570-7800	FUND RESERVE	235,658.00	-51,152.00	184,506.00
		206-000-301-1000	BEGINNING UNENCUMBERED	-789,655.00	279,110.00	-510,545.00
		206-000-361-4000	MISC. REVENUE	0.00	-279,110.00	-279,110.00
		206-065-550-5663	VEHICLE MAINTENANCE	12,000.00	1,500.00	13,500.00
		206-065-570-7010	MISC. EXPENDITURES	11,575.00	-1,500.00	10,075.00
		350-000-363-1000	PENDLETON TRUST	-5,017.00	-16,823.00	-21,840.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	321,062.00	-19,077.00	301,985.00
		350-015-570-7400	CONTINGENCY RESERVE	551,024.00	35,900.00	586,924.00
		405-026-550-5861	MINOR TOOLS AND EQUIPMENT	15,000.00	10,500.00	25,500.00
		405-026-550-5875	ROOT KILLER - SEWER LINES	16,000.00	-10,500.00	5,500.00
		405-027-510-1100	SALARIES AND WAGES	314,441.48	-30,000.00	284,441.48
		405-027-550-5509	OTHER EQUIP PARTS & MAINT	76,203.00	-30,000.00	46,203.00
		405-027-550-5853	CHEMICALS, DRUGS, AND LAB	390,000.00	150,000.00	540,000.00
		405-028-530-3038	GENERATOR ANNUAL SERVICE	30,000.00	5,000.00	35,000.00
		405-028-550-5836	SLUDGE DISPOSAL	20,000.00	-6,000.00	14,000.00
		405-028-550-5857	MMBRSHIP/LCNSE/CRTFCATION/ECT	1,500.00	1,000.00	2,500.00
		405-030-550-5658	BUILDING & MAINTENANCE	90,000.00	-60,000.00	30,000.00
		405-030-580-8617	INTEREST/ADMIN. EXPENSE	205,583.00	-30,000.00	175,583.00
		405-031-530-3033	UTILITIES	20,000.00	-10,000.00	10,000.00
		405-031-550-5658	BUILDING AND MAINTENANCE	5,500.00	5,000.00	10,500.00
		405-049-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	5,250.00	12,000.00	17,250.00
		405-049-520-2140	METHANE GAS TESTING	8,000.00	-3,000.00	5,000.00
		405-049-530-3051	CONTRACT LABOR	101,000.00	-6,000.00	95,000.00
		405-049-550-5882	COMPACTORS	30,000.00	6,000.00	36,000.00
		405-049-560-5666	ROLL OFF BINS	55,000.00	-4,000.00	51,000.00
23 Total:				5,496,250.00	0.00	5,496,250.00
Grand Total:				5,496,250.00	0.00	5,496,250.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:23 - FY 22/23 ORIGINAL BUDGET Fiscal: 2022-2023			
001	720,548.52	0.00	720,548.52
015	313,143.00	0.00	313,143.00
020	-897,387.00	0.00	-897,387.00
110	3,195,821.00	0.00	3,195,821.00
125	679,658.00	0.00	679,658.00
206	-766,080.00	0.00	-766,080.00
350	867,069.00	0.00	867,069.00
405	1,383,477.48	0.00	1,383,477.48
Budget Code 23 Total:	5,496,250.00	0.00	5,496,250.00
Grand Total:	5,496,250.00	0.00	5,496,250.00



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Recommendation of Three Nominees for Election to Oklahoma Municipal Group Board of Trustees

Mayor Tucker recommends the nomination of Tim Lyon, Pam Polk and Russ Meacham for election to the Oklahoma Municipal Assurance Group (OMAG) Board of Trustees .

Council Information / Action Requested

Approval of Mayoral Recommendation of TimLyon, Pam Polk and Russ Meacham for Election to Oklahoma Municipal Assurance Group (OMAG) Board of Trustees

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

ATTACHMENTS:

1. OMAG Trustee Ballot

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2023 Election of THREE Trustees

For a three-year term starting July 1, 2023

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR THREE (3) NOMINEES.

_____ TIM LYON, City Manager, City of Midwest City (Incumbent)

_____ PAM POLK, City Manager, City of Collinsville (Incumbent)

_____ JUSTIN BATTLES, Assistant City Manager, City of Mustang

_____ BRIAN LINLEY, City Manager, City of Choctaw

_____ RUSS MEACHAM, Chief Financial Officer, City of Perry

_____ ELIZABETH SLOAT, City / Court Clerk, City of Healdton

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2023
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by the OMAG no later than *May 15, 2023*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

TIM LYON (Incumbent) Tim Lyon has over 38 years of local government experience specializing in Risk Management, a M.A. in Political Science, and is an accredited City Manager. For the past 23 years, Tim has served Midwest City as the Human Resources Director, Assistant City Manager, and now as the City Manager. **(Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

PAM POLK (Incumbent) Pam Polk, the ICMA credentialed Collinsville City Manager since 2005, has served Oklahoma municipalities for over 26 years. She currently serves as the Vice-President of OML and was named City Manager of the Year in 2017 and the Oklahoma Women in Municipal Government Woman of the Year in 2020. **(Collinsville participates in the Municipal Property Protection Plan, the Municipal Liability Protection Plan, and the Workers' Compensation Plan.)**

JUSTIN BATTLES Justin Battles is passionate about communities and working with others. As Mustang's Assistant City Manager, he understands the demands cities and towns face continually. Justin has over 20 years of city government experience including tort claims, infrastructure, capital projects and parks. He is a member of CMAO and ICMA. **(Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

BRIAN LINLEY Brian Linley assumed the duties of City Manager of the City of Choctaw and Executive Director Choctaw Utilities Authority on July 1, 2022. As City Manager and Executive Director, he leads a staff of just over 70 to oversee and direct Public Safety, Public Works, Parks and Recreation, and Planning. **(Choctaw participates in the Municipal Property Protection Plan, the Municipal Liability Protection Plan, and the Workers' Compensation Plan.)**

RUSS MEACHAM Russ Meacham, CPA, has served as the CFO for the City of Perry since June 2008. Russ also serves as a consultant to over 40 municipalities across the state, assisting them with their financial needs. Russ's career began at Deloitte & Touche after graduation from the University of Oklahoma. **(Perry participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)**

ELIZABETH SLOAT Elizabeth Sloat has worked for the City of Healdton for 12 years. While working for the city she has earned her state certifications for City and Court Clerk. She has also earned her bachelor's degree in Business Administration and is currently working on her Master's in Public Administration. **(Healdton participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**



City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

April 3, 2023

RE: Tim Lyon, Candidate for OMAG Board of Trustees

Dear Mayor, Council Members, City Managers and City Clerks:

I currently serve on the Oklahoma Municipal Assurance Group's (OMAG) Board of Trustees as the Vice-Chairman. In addition, I was recently appointed as an OMAG board representative to the newly created Oklahoma Municipal Natural Gas Coalition interlocal. My term expires in June and I would very much appreciate your consideration in voting for me in the upcoming Board of Director's election.

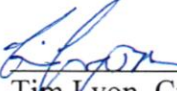
For the last 37 years, I have served in two municipalities and spent 10 years teaching at the Center for Local Government Technology at Oklahoma State University. I earned a Master's Degree in Political Science with an emphasis in Public Administration in 1986 and in 2016 earned a city manager accreditation from the City Manager's Association of Oklahoma (CMAO). For the past 23 years, I have served as the Human Resources Director, Assistant City Manager and now as the City Manager of the City of Midwest City. My under graduate degree is a Bachelor's in Political Science with an emphasis in Public Law and Private Rights.

During my entire career, I have directly supervised and managed many different types of self-insurance programs that includes health insurance, workers compensation, safety programs, property, and liability programs. In addition, I serve on the board of directors for a nationwide captive liability insurance program called States Insurance and Chair their Audit and Finance Committee.

Finally, I grew up on a family cattle ranch in northeast Oklahoma and continue to be involved in operating this ranch. This experience has given me an affinity for not only living in a large metropolitan area but also the core values of living in rural Oklahoma. I recently celebrated my 40th wedding anniversary to my wife Rhonda. We have a daughter who is a Registered Nurse for Oklahoma Arthritis and a son who is a Captain on the Stillwater Fire Department.

I would be honored to continue serving on the OMAG Board utilizing my vast experience to advocate for Oklahoma cities and towns during these difficult inflationary financial times. I will continue to work for small and large cities alike and hope to aide municipal gas operations through the development of the Oklahoma Municipal Natural Gas Coalition.

Respectfully,



Tim Lyon, City Manager
City of Midwest City

City of Mustang

Council-Manager Form of Government

City of Durant
P.O. Box 578
Durant, Oklahoma 74702-6640

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

April 3, 2023

Dear Sir or Madam,

My name is Justin Battles, and I am currently a candidate for the Oklahoma Municipal Assurance Group Board of Trustees.

I have been in public service my entire career and currently serve as the Assistant City Manager for the City of Mustang. Throughout my service to the City of Mustang, we have witnessed vast growth, doubling the population within our municipal boundaries. I am well aware of the daily ongoing needs of cities and towns. I take great pride in providing our citizens with excellent service while keeping the small-town feel that Mustang has always had.

As members of OMAG, the City of Mustang can attest to the continued need for such an organization to help facilitate insurance needs, training, legal advice, and so much more. My experience overseeing all facets of municipal government will benefit all cities and towns. In today's litigious world, the ongoing need for experienced individuals to serve is paramount.

Throughout my 20 years of municipal service, I have kept a straightforward phrase in mind. Municipalities are in the service industry, always trying to provide the citizens with the best service possible. The Oklahoma Municipal Assurance Group has always provided excellent service to the City of Mustang. I would be honored to have your vote to continue working with them to improve the cities and towns they serve.

Respectfully,



Justin Battles
Assistant City Manager
Mustang, OK



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Consider Approval of Modification to the Transport Telecommunications Services Permit between the City of Durant and Dobson Fiber

Council Information / Action Requested

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

ATTACHMENTS:

1. Durant Underground Construction Letter 20230315 (1)
2. Durant Telecom Services Permit



March 15, 2023

Ms. Lisa Taylor
City of Durant
300 W. Evergreen St.
Durant, OK 74701

Ms. Taylor,

As you know and we have shared with the City of Durant, Dobson Fiber desires to deploy a fiber-to-the-premise ("FTTP") solution throughout a significant portion of Durant. The vast majority of this deployment is intended to be overhead but approximately 35% will require underground construction efforts. Dobson has a Transport Telecommunications Services Permit that was executed on June 10, 2014, that requires Dobson to bury its facilities at least "forty-eight (48) inches below the surface (or any existing utilities)". This depth requirement is a little out of date and cost prohibitive for our FTTP project.

Dobson Fiber is asking for flexibility on the aforementioned depth requirement in order to begin and complete our FTTP efforts. Dobson is amenable to a thirty-six (36) inch requirement on the main thoroughfares and a fifteen (15) inch requirement for our distribution network (i.e. front/rear utility easements and back alleyways).

Dobson Fiber truly appreciates your consideration on this matter. Please let me know if you have any questions (contact information is detailed below).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Horsburgh". The signature is fluid and cursive, with a large initial "J" and "H".

Jim Horsburgh
Chief Strategy Officer
+1-405-242-0343
jim@dobson.net



THE CITY OF DURANT

Office of the City Clerk

July 18, 2014

Jim Horsburgh SVP
Corporate Development
Dobson Technologies - Transport and Telecom Solutions, LLC
13900 N. Portland Avenue
Oklahoma City, OK 73134

Re: Transport Telecommunications Services Permit with City of Durant, Oklahoma

Mr. Horsburgh,

Enclosed please find, for your records, the Transport Telecommunications Services Permit which was approved by the Durant City Council on July 8, 2014 and contains the notarized signature of Mayor Jerry Tomlinson.

Sincerely,

Cynthia J. Price
Assistant City Clerk

/cp

Enclosure: Transport Telecommunications Services Permit with City of Durant, Oklahoma

TRANSPORT TELECOMMUNICATIONS SERVICES PERMIT

This agreement is made and entered into this 10th day of June, 2014, by and between the CITY OF DURANT, hereinafter call the City, and Dobson Technologies – Transport and Telecom Solutions, LLC, 13900 N. Portland Avenue, Oklahoma City, OK 73134, telephone: (405) 242-1083, a/k/a DOBSON TECHNOLOGIES, hereinafter called Permittee.

WITNESSETH:

Pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Permittee, the City of Durant does hereby authorize and limit the Permittee to lay said fiber optic cables for the provisioning of telecommunications services along and across certain streets, alleys, easements, public right-of-way and public property from permittee's existing fiber in said City.

With each application, Permittee shall submit payment history of the required 2.5% Gross Revenue payments to the Community Development Department when modifying its system. Gross Revenue payments are due May 30th annually to the City Clerk's at 300 W. Evergreen Street, Durant, OK 74701. Past due payments are subject to a 1.5% per month late charge. Gross Revenue shall include all recurring forms of monthly revenue (excluding taxes and other federal, state and local regulatory fees) received by Permittee for telecommunications services provided within the City limits to customers that reside within the City limits.

This authorization is made by the City Council of the City of Durant and accepted by said Permittee upon the terms set forth herein and subject to the following conditions:

1. Permittee must allow the City of Durant to audit Permittee account records for customer billings within the City of Durant.
2. The method of construction of said cable along, over and across the property above described shall be subject to the approval of the Director of Community Development of The City.
3. Said cable shall be constructed at such grade that the top thereof shall not be less than forty-eight (48) inches below the surface (or any existing utilities) of said property as above described as now located, and shall thereafter be maintained at such grade.
4. Boring contractor shall notify the city Street Superintendent ten (10) working days prior to starting work and must notify any pipeline operator immediately if the excavator's work damages a pipeline and shall call 911

or other local emergency response number immediately if the damage results in a release of natural gas or other hazardous substance or potentially endangers life, health, or property.

5. Said cables shall be constructed, repaired, replaced, and maintained by the Permittee, at the Permittee's own cost and expense, in a safe, proper and workman-like manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.
6. All cables installed crossing from one side of the public right-of-way to the other shall be incased in a steel pipe, grade "B" having a minimum wall thickness of 0.188 inches or better or poly pipe or in accordance with national standards, which ever is greater.
7. Efforts to preserve trees in the easement should be exercised. Permittee shall consult with the Community Development Director prior to damaging any tree, or as soon as possible when a tree is accidentally damaged.
8. All newly constructed manholes and hand holes shall be located back of curb as approved by the Community Development Director. None shall be located in the paved portion of the street right-of-way unless specifically approved by the Director of Community Development and the Street Department Superintendent. All construction debris shall be properly disposed of at the City of Durant landfill.
9. The Permittee agrees that it will at all times hereafter indemnify, protect and save harmless the City of Durant from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Permittee, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or replacing of said cable. Permittee will provide the City Clerk a copy of general liability, workman's comp and vehicle insurance certificates annually with Gross Revenue payments.
10. The Permittee shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, remove all Okie-one locate markings, and leave the property above described in a solid and safe condition. The Permittee shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the Director of Community Development of the City. If the Permittee shall fail to make any repairs or do any work required of said Permittee by the provisions of this agreement within ten (10) days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs

or do such work at the expense of the Permittee, and the Permittee shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of an invoice therefore by the City to the Permittee.

11. This agreement shall ensure to the benefit of the successors, lessees and assigns of the Permittee hereto only upon consent thereto in writing duly executed by the City.
12. It is understood and agreed by the parties hereto that this agreement to the Permittee is subject to any and all Ordinances now in force or hereafter enacted by the City of Durant under and by virtue of agreements heretofore granted and/or executed by Director of Community Development or the City of Durant, and that this agreement is revocable at any time by the City upon notice thereof to the Permittee.
13. Where openings are made in or adjacent to any street, alley, or public right-of-way, the Permittee shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary. Permittee must notify the City Street Department Superintendant a minimum of ten (10) days in advance of any work in or on city streets and is to perform street repairs in accordance with city specifications.
14. Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy neglect on the part of the Permittee as regards the protection of the work at the Permittee's expense.
15. It is expressly agreed that in the event said Director of Community Development and/or the City of Durant revokes this agreement or directs Permittee to relocate all or a portion of the cable(s) authorized under this agreement, Permittee will, at its sole expense, remove or relocate its cable(s) as the City directs.
16. All street crossings and private driveways will require boring and/or tunneling below the (minimum 48 inches) street surface, unless special permission is received from the Director of Community Development and City Street Superintendant to open-cut. Permittee must notify the City Street Department Superintendent ten (10) days in advance of any work in or on city streets and is to perform street repairs in accordance with city specifications.

17. Unless revoked as provided in Paragraph 12 above, this agreement shall only continue in force until the 29th day of May 2044, and only if the Permittee pays 2.5% of Gross Revenue generated within the City of Durant jurisdiction for each year on the 30th day of May annually.
18. This agreement authorizes Permittee to use and occupy a portion of certain streets, alleys, easements' public right-of-way and public properties, for the location of its cable(s) in a manner that will not interfere with the public use of said rights-of-way
19. It is expressly understood, that this agreement conveys no property interest in or to any street, alley, easement, public right-of-way or public property subject hereto.
20. Issuance of this agreement does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this agreement.
21. The Permittee agrees to provide the city an electronic copy of cable installation drawings in .dwg (electronic map format) to the Community Development Director to enable addition of these lines to city maps.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Permittee hereby accepts the terms and conditions of this permit agreement.

Dobson Technologies – Transport and
Telecom Solutions, LLC

By: 
Jim Horsburgh
SVP, Corporate Development

CITY OF DURANT

By: 
Jerry L. Tomlinson, Mayor

Attest:


Sarah Sherrer, City Clerk

ACKNOWLEDGMENT

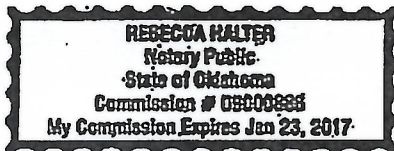
The foregoing instrument was acknowledged before me this 17 day of July, 2014, by Jerry L. Tomlinson, Mayor of the City of Durant, on behalf of said City.

Cynthia J. Price
Notary Public



ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30 day of May, 2014, by Jim Horsburgh, SVP, Corporate Development of Dobson Technologies – Transport and Telecom Solutions, LLC on behalf of said corporation.



Rebecca Halter
Notary Public



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Service Agreement with Crawford & Associates, P.C. for Accounting and Consulting Services (C-2023-26)

Council Information / Action Requested

Approval of Crawford & Associates, P.C., Service Agreement for FY 2022-2023 Audit Preparation and Consulting Service (C-2023-26)

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

ATTACHMENTS:

1. C-2023-26 Crawford Sccope of Service

April 12, 2023

Honorable Mayor and Members of the City Council
City of Durant
P.O. Box 578
Durant, OK 74702-0578

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Durant (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Durant management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Durant contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Durant are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Assistance with year-end adjustments and entries in preparation for financial statement audit

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Durant, Oklahoma as of and for the year ended June 30, 2023. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Durant, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For your purchase order preparation purposes, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$60,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2023 prior to the end of FY 2024, we may begin interim preparations in the spring of 2024 to facilitate a more timely issuance of FY 2024's financial statements.

The term of this engagement is a period from July 1, 2023 through June 30, 2024. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Durant.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Durant:

By: _____

Title: _____

Date: _____



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Finance Reports - March 2023 and April Sales Tax

March 2023 Financial Reports for:
General Fund-001
Capital Improvements Fund-015
DCUA-405
AND
April 2023 Sales Tax Breakdown and 10-Year History Report

Council Information / Action Requested
Information Only

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

ATTACHMENTS:

1. March 2023 General Fund (001) Revenue & Expense Report
2. March 2023 CI REV and Expenses
3. March 2023 DCUA Revenue & Expense Report
4. April 2023 Sales Tax breakdown
5. April 2023 Sales Tax 10-Y Avg. History
6. April 2023 Sales Tax 10-Y Sheet

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
MAR 2023 - 75.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY22/23 Budget	% of Budget Y-T-D
Sales Tax (2%)	763,810	7,485,111	8,355,636	89.58%
Use Tax	199,961	2,028,973	1,771,200	114.55%
Alcoholic Beverage Tax	17,047	163,831	210,000	78.01%
Tobacco Excise Tax	10,306	112,798	180,000	62.67%
Telephone Franchise Tax	2,475	70,227	16,000	438.92%
Electric Service Franchise Tax	-	793,653	950,000	83.54%
Natural Gas Franchise Tax	113,229	381,965	120,000	318.30%
Cable TV Service Franchise Tax	-	3,778	110,000	3.43%
Vehicle Tax	12,454	100,655	150,000	67.10%
Gasoline Excise Tax	-	33,285	55,000	60.52%
Licenses - All Types	1,100	13,350	21,000	63.57%
Permits - All Types	12,163	337,688	271,630	124.32%
Swimming Pool Revenues	-	32,048	101,500	31.57%
Library Café Revenues	390	2,891	2,500	115.63%
Parks & Rec. Facility Rent Rev	75	100	-	0.00%
Charges For Services	9,776	58,863	85,500	68.85%
Police Bonds & Fines	60,855	438,225	477,000	91.87%
Interest Earnings	3,619	27,204	18,000	151.13%
Proceeds From Sale of Assets	-	-	-	-
Grant Revenues	253	92,566	138,886	66.65%
Miscellaneous Revenues	622,711	801,244	806,061	99.40%
Sub-Total Revenues	1,830,224	12,978,454	13,839,913	93.78%
Transfer from Emp Insurance	-	-	223,254	%
Transfer from Utility Authority	333,333	3,000,000	4,000,000	75.00%
Transfer from CDBG Fund (Reimb)	-	-	-	-
Transfer from Capital Improvement	-	-	56,362	-
Transfer From DCFA Reimbur	-	-	-	-
	333,333	3,000,000	4,279,616	70.10%
USE OF FUND BALANCE			1,968,119	
Total Revenues & Other Financing Sources	2,163,557	15,978,454	20,087,648	79.54%
Department:	This Period	Year-To-Date	Current FY22/23 Budget	% of Budget Y-T-D
City Administration	87,818	664,936	914,331	72.72%
City Clerk	6,434	55,877	65,741	85.00%
City Treasurer	40,640	284,121	393,485	72.21%
Legal Services - Attorney	20,808	63,249	100,000	63.25%
Law Enforcement - Police Dept	505,979	3,830,736	5,581,227	68.64%
Neighborhood Services	23,451	247,033	495,399	49.87%
Fire Dept	408,700	2,894,583	3,849,619	75.19%
Parks, Rec & General Services	72,006	636,881	1,204,697	52.87%
Swimming Pool	1,685	63,994	230,031	27.82%
Municipal Court	15,155	130,830	214,318	61.04%
Community Development	40,273	240,600	392,944	61.23%
Public Library	77,815	573,254	797,428	71.89%
Street Department	96,304	778,407	1,602,806	48.57%
Economic Development	12,686	141,267	253,742	55.67%
Civil Emergency Management	62,650	284,446	391,643	72.63%
General Government	43,922	356,667	1,481,507	24.07%
City Garage	12,537	130,887	329,442	39.73%
Senior Citizens Center	14,518	100,486	198,501	50.62%
Sub-Total Operating Expenditures	1,543,380	11,478,254	18,496,861	62.06%
Other Financing Uses:				
P. TRSF to I.T. service Fund	-	-	-	-
Transfer to Insurance Cash Fund	-	-	156,157	0.00%
Transfer to Risk MGMNT Fund	-	156,157	-	-
Transfer to Airport Authority	-	-	58,000	0.00%
Transfer to 911 Tax Fund	43,500	391,500	522,000	75.00%
Transfer to DMSC Fund	-	-	-	-
Transfer to Capital Impr. Fund	50,000	450,000	684,630	65.73%
Transfer to Drug Enforcement Fund	-	-	75,000	-
Transfer to Cemetery Operations Fund	7,917	71,250	95,000	75.00%
Transfer to DCUA Fund	-	-	-	-
Sub-Total Transfers Out	101,417	1,068,907	1,590,787	67.19%
Total Expenditures & Other Financing Sources	1,644,796	12,547,161	20,087,648	62.46%
Net Gain / (Loss) - Excluding Balance Forward	518,761	3,431,292	(0)	

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

PA 04-21-2023

Monthly Revenue and Expense Report MARCH 31, 2023

Revenue Type:	This Period	Year-To-Date	Current FY22/23 Budget
Interest Earnings	2,116	19,661	24,969
Miscellaneous	-	44,326	40,000
CCPF Donation	-	225,800	250,000
FAA Grant	-	121,130	282,988
ODOT Streetscape V Grant	-	-	399,968
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	6,000
2021 ARPA Grant	-	1,646,129	1,630,669
OWBR Loan Proceeds	-	440,621	2,470,686
Grant-2019 BOR-WEEG	-	177,252	177,252
Grant-2018 BOR-SWEP	-	-	-
FEDERAL & STATE GRANT REIMB	-	50,000	58,630
FY17 Land and Water Grant CA Park	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
DOT REIMB. 78S UTILITY RE	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	226,327	416,005
County Fire Tax Fund	-	-	-
Sub-Total Revenues	2,116	2,951,246	5,757,167
TRSF From General Fund	50,000	450,000	684,630
TRSF From 1% S.T. Rev. Fun	178,608	1,912,882	1,738,245
TRSF From Airport Authority	8,500	76,500	116,574
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	29,583	266,250	839,000
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	-	10,280,066
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Equipment Financing	-	133,805	2,179,566
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	266,691	2,839,437	28,508,881
Balance Forward from FY20 (Unaudited)			1,002,179
Total Revenue & Other Financing Sources	268,807	5,790,683	35,268,227

Expenditure Type:	This Period	Year-To-Date	Current FY22/23 Budget
Law Enforcement - Police Dept	1,619	192,664	553,394
Neighborhood Services	-	58,363	163,528
Communication Ctr.	-	54,995	501,221
Fire Dept	2,987	65,277	824,190
Parks, Rec, & Gen Services	-	23,872	467,282
Pool	-	-	6,000
Community Development	-	-	25,000
Street	-	1,124,252	3,969,641
Economic Development	-	-	-
Civil Emergency Management	4,133	90,664	1,490,588
General Government	25,169	326,340	3,095,756
Information Technology	-	-	207,050
City Garage	-	7,326	106,538
Senior Citizens Center	-	-	-
Public Works Administration	-	-	36,384
Water / Sewer Line Maintenance	124,900	488,759	3,645,278
Water Treatment Plant	-	287,177	530,420
Wastewater Treatment Plant	-	4,649	288,854
Collection-Solid Waste	-	-	800,000
Disposal- Solid Waste	-	215,258	912,700
Eaker Field Airport	-	206,453	373,516
Sub-Total Expenditures	158,808	3,146,049	17,997,340
Sub-total of Transfer Expenses	-	-	-
Total Expenses	158,808	3,146,049	17,997,340
2020U.S.S.T.R.N. Exp.	373,408	1,876,847	5,193,972
2020 CWSRF Exp.	-	6,543	12,076,915
Total Fund Expenditures	532,217	5,029,439	35,268,227
Net Gain / (Loss) - Excluding Balance Forward	(263,409)	761,244	-

City of Durant, Oklahoma
Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report
MARCH 2023 - 75.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 22/23 Budget
Licenses and Permits	60	1,828	21,100
Laboratory Test Performed	1,488	13,475	22,000
Water Service - City-Wide	207,948	2,774,097	3,300,000
Water Sales - RW Dist. #2	3,034	27,302	37,000
Water Sales - RW Dist. #5	68,811	845,102	1,250,000
Sewer Service Fees	175,960	2,068,258	2,510,000
Sewer Excessive Strength Fees	7,106	(514,640)	250,000
Sanitation Service Fees	303,269	2,651,510	3,350,000
Sanitation - Roll off Bins Revenue	41,606	506,008	1,001,000
Sanitation - Compactor Revenue	35,824	319,463	350,000
Landfill Gate Fees (excluding Xfer ST.)	30,221	205,933	955,000
Transfer Station Fees Revenue	20,710	189,146	450,000
Interest Earnings	2,078	18,253	14,002
Agri. Lease Revenue	800	4,600	3,500
Late Payment Penalties	7,946	74,269	110,000
Non Payment Fee	13,925	110,840	130,000
Bad Debt Collect Fees Revenue	83	2,766	20,000
Water Tower Lease	9,593	89,118	106,000
DCUA Service Initiation Fee	2,750	19,850	28,000
Tap Fees: Water & Sewer	13,465	77,413	120,000
Recyclable Products SW Dis.	1,682	4,173	18,000
Interest Earnings in 2007 USSTRN Proj. Acct.	64	584	200
Miscellaneous Revenues	113	9,485	1,000
2020 Airport Tank Principal Pymt	(30,249)	21,357	21,357
2020 Airport Tank Interest Pymt	(1,029)	722	722
2020 LED Proj. Principal FM GF	-	51,747	51,747
2020 LED Proj. Interest FM GF	-	200	200
Trans from emp insurance 005	-	-	99,245
Trans from General Fund	-	-	-
Sub-Total Operating Revenues	917,257	9,572,859	14,220,073

USE OF FUND BALANCE 963,054

Total Revenues & Other Financing Sources	917,257	9,572,859	15,183,127
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Expense Type:	This Period	Year-To-Date	Current FY 22/23 Budget
Public Works Administration	30,379	304,041	413,105
Utility Billing	40,143	358,735	621,483
Water/Sewer Line Maintenance	96,869	708,675	1,242,650
Water Treatment Plant	118,069	1,097,260	1,362,967
Wastewater Treatment Plant	113,865	868,480	1,256,569
Solid Waste - Collections	102,185	847,830	1,318,073
Utility General Administration	9,643	332,394	1,532,401
Lake Durant	3,401	25,990	56,950
Solid Waste - Disposals	194,295	1,463,837	2,123,630
Sub-Total Operating Expenses	708,850	6,007,242	9,927,827

Transfer to Insurance Cash Fund	-	221,103	221,103
Transfer to I.T. service Fund 010	-	-	-
Transfer to General Fund	333,333	3,000,000	4,000,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	29,583	266,250	839,000
Transfer 2007 USSTRN To CI Fund 015	-	-	-
Transfer to DMSC Fund 500	-	-	25,657
Transfer to Airport Authority	12,957	116,611	155,481
Transfer to DCUA Sinking Fund	1,172	10,544	14,059
Sub-Total Transfer Expenses	377,045	3,614,508	5,255,300

Reserve - Contingency

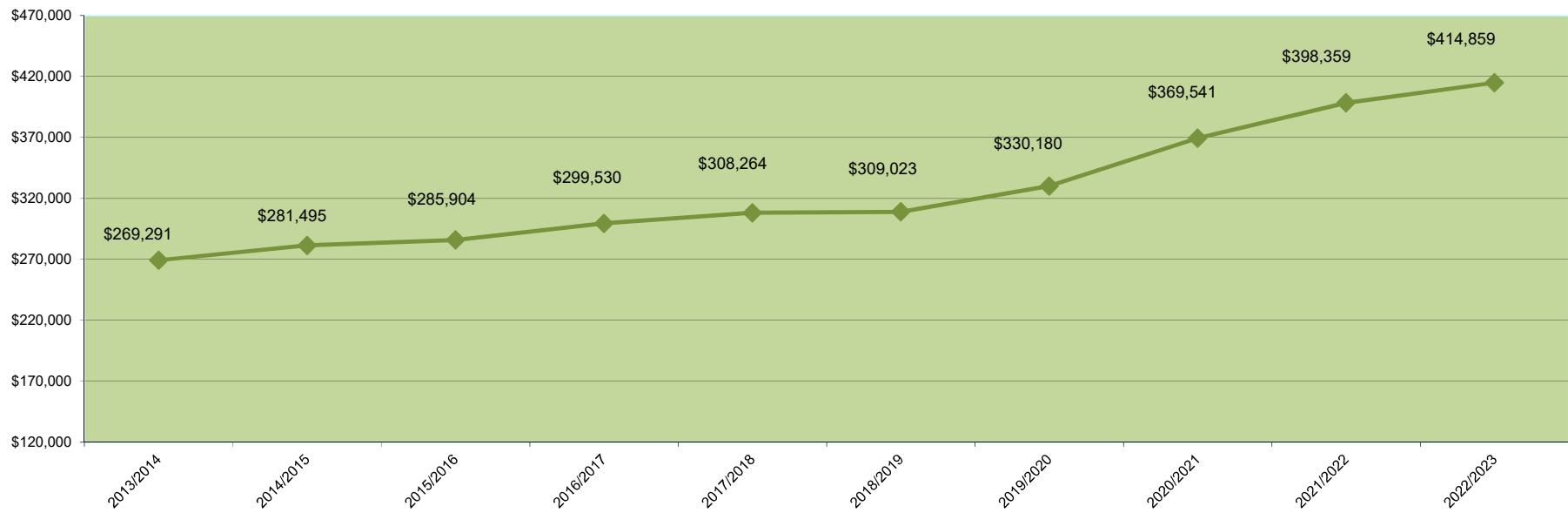
Reserve for Payroll

DCUA Fund Expense & Transfer Totals:	377,045	3,614,508	5,255,300
Total Fund Expenses & Transfers	1,085,895	9,621,749	15,183,127
Net Gain / (Loss) - Excluding Balance Forward	(168,638)	(48,890)	(0)

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (e	\$101,508.92
1/4% Multi-Sports Facilities (eff	\$101,508.92
1/4% SOSU Improvements (effe	\$101,508.92
1% Capital Improvements (effect	\$406,035.67
2% General Operations	\$812,071.35
5/8% DISD Improvements (effec	\$253,772.29
Total Sales Tax Rev. Aprl. 2023	\$1,776,406.07

**City of Durant, Oklahoma
1% Sales Tax - Monthly Average
Ten-Year History**



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

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	% Change	Single Month Period
July	\$280,589	\$274,992	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	4.47%	June / July
August	\$274,864	\$192,988	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	7.66%	July / Aug.
September	\$280,800	\$387,003	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	2.57%	Aug. / Sept.
October	\$264,719	\$277,693	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	7.31%	Sept. / Oct.
November	\$259,486	\$279,266	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	8.78%	Oct. / Nov.
December	\$244,334	\$273,374	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101	411,863	5.85%	Nov. / Dec.
January	\$272,680	\$287,156	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	3.16%	Dec. / Jan.
February	\$285,667	\$293,872	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326	422,394	-1.84%	Jan. / Feb.
March	\$252,598	\$265,962	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905	8.82%	Feb. / March
April	\$261,938	\$271,232	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036	0.73%	March / April
May	\$273,004	\$290,750	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741			April / May
June	\$280,815	\$283,656	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168	\$403,495			May / June
Total	\$3,231,494	\$3,377,943	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$4,780,305	\$4,148,591		8,868,979.72
FY Monthly Average	\$269,291	\$281,495	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$414,859		
% change from prior yr.	3.84%	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	2.71%		
\$ change from prior yr.	\$119,454	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	130,918		

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (effective 1/1/20)	\$101,508.92
1/4% Multi-Sports Facilities (effective 1/1/20)	\$101,508.92
1/4% SOSU Improvements (effective 1/1/20)	\$101,508.92
1% Capital Improvements (effective 1/1/20)	\$406,035.67
2% General Operations (effective 1/1/20)	\$812,071.35
5/8% DISD Improvements (effective 1/1/20)	\$253,772.29
Total Sales Tax Rev. April 2023 @ 1%	\$1,776,406.07
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax	
\$41,762.75	\$295,535.04

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$4,832,908	\$4,963,827	2.71%



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Danielle O'Neal
Re: Discussion, Consideration and Possible Action on a Planned Unit Development (PUD) request for property located near University Boulevard and Criswell Boulevard (PC2023-10)

Request: Consider a request from Wu Ye-Gao and Wu Enterprise, for a Planned Unit Development for property located near University Boulevard and Criswell Boulevard.

Current Zoning: C-2, Highway Commercial and Commercial Recreation

Surrounding Properties:

Direction	Zoning	Use
North	R-1	Single Family Residential
West	C-2 / R-1	Commercial / Single Family Residential
South	C-2	Commercial
East	C-2	Commercial

Lot Characteristics (Proposed Lot):

Width	~320 ft.
Depth	~ 633 ft.
Total Area	~4.65 acres (~202,560 sq. ft.)

Applicant: Wu Ye - Gao and Wu Enterprise

Background: The applicant approached staff regarding a request for a Planned Unit Development (PUD) to place multiple buildings on the lot that will be a new commercial retail development. Intended uses will be retail business and restaurant hospitality. The timing of development hinges upon approval. Should that occur, they would then work on gaining approval for a building permit.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any phone calls or letters regarding this request.

Analysis: The aforementioned property is approximately 4.65 acres and there are currently three lots with individual houses on the lots. This PUD process will join the three lots together. The surrounding area is made up of Commercial and Single Family Residential Zoned properties. The subject property does meet the requirements within the ordinance of the requested Planned Unit Development.

Staff members have reviewed and signed off supporting this project. The development will need to meet the required

setbacks and parking as required by ordinance. There is city water and sewer service available for this development. The Maintenance and Operations Supervisor made a note that the water would need to come across University Boulevard. The applicant will need to work with staff on the connection and the timing of the connection. A master meter for water service is strongly recommended. The fire marshal made a note that the construction will need to meet the 2018 IFC (International Fire Code) Appendix B, C and D. The site plan shall show location and distance to the nearest fire hydrant. This will all be completed during the plan review portion of the process, which will also include engineering comments for the drainage pond.

The current Future Land Use Map has this area as commercial land uses; therefore, this PUD request is in line with the Future Land Use Map.

Planning Commission Recommendation: The Planning Commission recommended approval at their regular meeting.

Staff Recommendation: Staff recommends approval of the Planned Unit Development since the request does meet all requirements.

Required Action: Hear the item and approve or deny the Planned Unit Development request for the property located near University Boulevard and Criswell Boulevard. Any specific conditions imposed by the Council should be read into any approval motion.

Council Information / Action Requested

Planning Commission and Staff recommend approval of this Planned Unit Development.

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

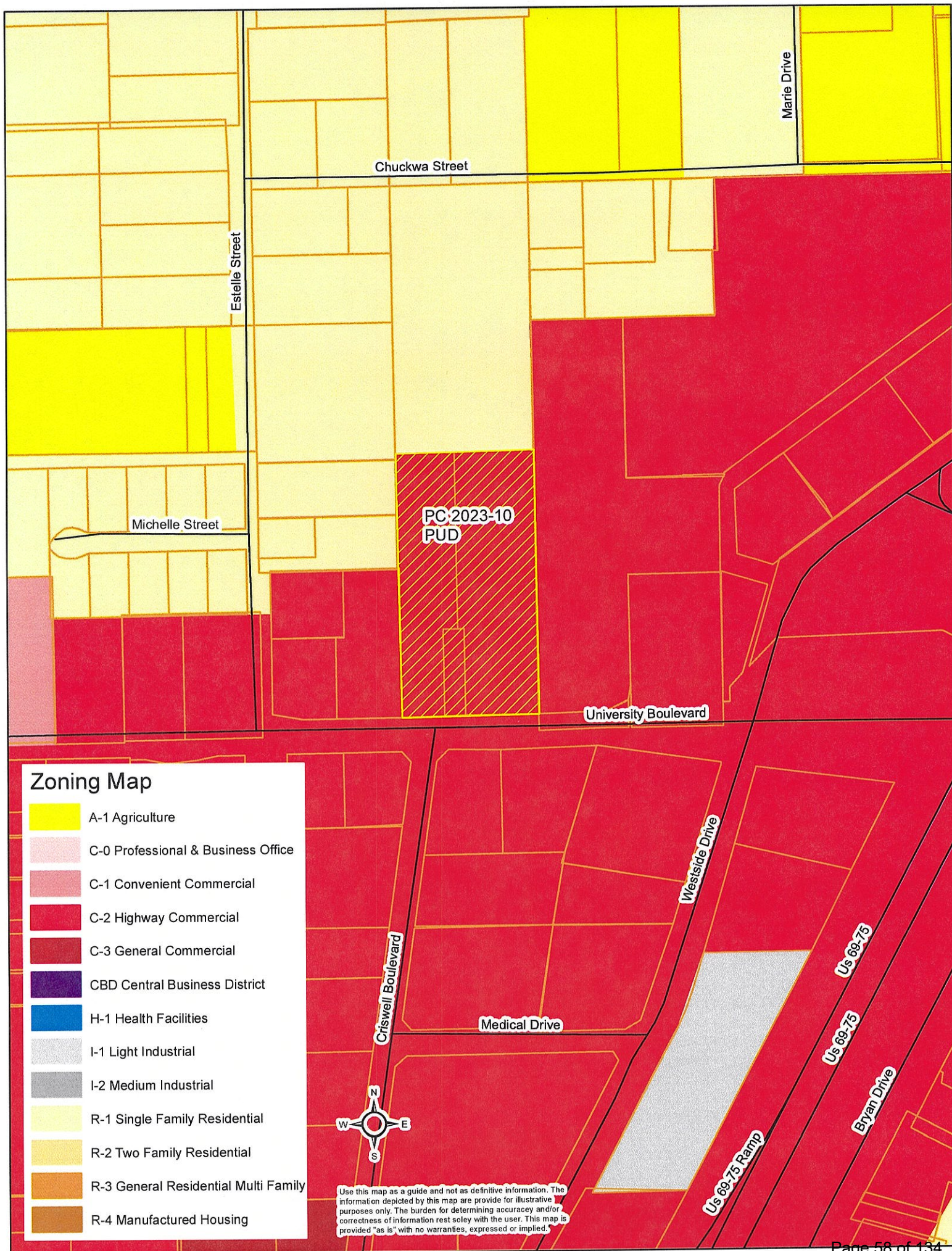
City Clerk
Community Development

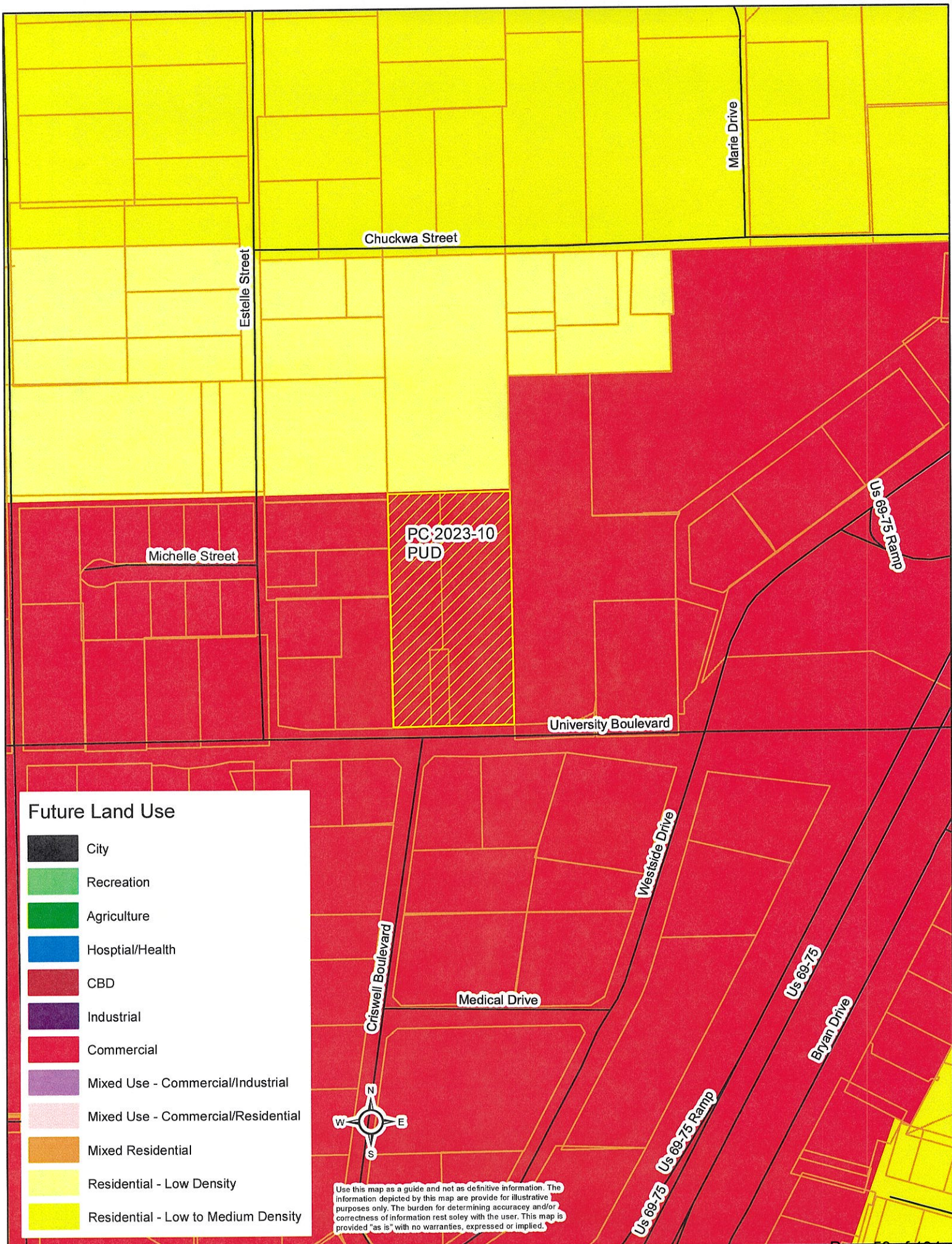
ATTACHMENTS:

1. MAPS PC2023-10
2. PC2023-10 Staff Sign Off Sheet
3. PUD Application
4. Warranty Deeds
5. PUD LIONS COMMERCIAL DEVELOPMENT - FINAL (1)
6. PUD Ordinance



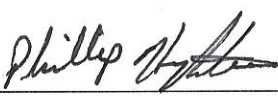
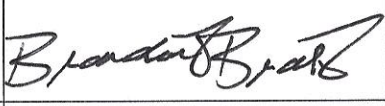
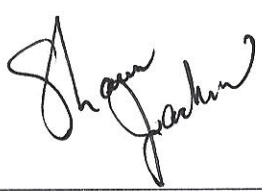
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.





COMMUNITY DEVELOPMENT PLAT SIGN OFF SHEET

Wu Ye 2704 W. University Blvd.

Department	Signature	Date	Notes
Com Dev Director Danielle O'Neal		4/20/23	
M&O Randy Cantrell		04-06-2023	Water we'll come across University
Streets Carl Meade		4-6-23	
Public Works Director Phillip Hightower		4-6-23	
Fire Marshal Brandon Brooks		4/6/23	Site plan shall comply with 2018 IFC Appendix B, C, & D. Site plan shall show location & distance to nearest hydrant
Building Official Shawn Jackson		4/6/2023	
Engineer Brandon Wall	See attached 		



Danielle O'Neal <doneal@durant.org>

Signatures / Comments for Plat

brandon@wallengineering.com <brandon@wallengineering.com>
To: Danielle O'Neal <doneal@durant.org>

Thu, Apr 20, 2023 at 7:29 PM

Danielle,

We have no additional comments.

Thanks,

Brandon Wall, P.E., President

Wall Engineering, LLC

PO Box 1457, Durant, OK 74702 (mailing)

223 N Washington, Durant, OK 74701 (physical)

(c) 580.931.7998

[Quoted text hidden]

PLANNED UNIT DEV. APPLICATION (PUD)

Petition # PC 2023-10
 Fee \$ 300.00

APPLICANT INFORMATION

Name: Wu Ye - <u>GAO & WU ENTERPRISE</u>	Email: wuye543@yahoo.com	Phone #1 917-923-8993
Mailing Address: 2708 University Blvd		Phone #2
City: Durant	State: OK	Zip: 74701
Applicant's Interest in Property: Owner/ Commercial Retail Development		

☐ Please use attached addendum if there is more than one applicant.

Physical Address of proposed PUD: 2704 W University Blvd. Durant, OK 74701		Name of Project: Lion's Commercial Development	
☐ Platted ☒ Un-Platted	Subdivision	Lot	Block
Legal Description: (If Un-platted) See Attached Certificate of Bonded Abstractor			

Existing Zoning: C-2	Proposed Use: C-2: Commercial retail development		
Present Use: Residential	Parking Spaces Required: 280 or as req.	Parking Spaces Provided: 285 or as req.	
Parcel Width: 325 feet	Parcel Length: 630 feet	Acres: 4.7	Street/Road Frontage: 325 feet
☒ City Water (If City Water will be extended or improvements will be made, please explain: Existing along University Blvd.			
☒ City Sewer (If City Sewer will be extended or improvements will be made, please explain: Existing along University Blvd.			
☐ Private Water ☐ Private Sewer			
Explain in your own words why your property should be a Planned Unit Development. City of Durant Ordinances only allow for one building to be constructed per property/lot. Developments which may require multiple buildings, such as this proposed commercial retail development, should be zoned via a P.U.D. granted by the City of Durant.			

The applicant has prepared this application and supporting documentation and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Applicant: [Signature] Date: 2/27/23

Office Use Only

Date Filed		Date Payment Received		Notification Mailed		Comments
Initial		Initial		Date Initial		
Proof of Publication Received			Property Posting Verified		Comprehensive Plan Recommendations	
Date Initial			Date Initial			
Staff Recommendation ☐ Approve ☐ Deny	PC Recommendation ☐ Approve ☐ Deny		City Council Action ☐ Approve ☐ Deny			Ordinance #

APPLICATION WILL NOT BE CONSIDERED COMPLETE WITHOUT THE FOLLOWING
INFORMATION ADDRESSED:

Please describe the nature and operating characteristics of the proposed use:

We are proposing a new commercial retail development at this location. Intended uses are retail, business and restaurant/hospitality.

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:

This will be a newly constructed development and will meet or exceed parking requirements of the City of Durant.

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).

All screenings will be established per requirements of the City of Durant.

3. Traffic Impacts:

We do anticipate additional traffic loads along University Blvd and surrounding streets. University Blvd is currently under construction for improvements and should be able to handle future developments along this corridor.

4. Protection of Neighborhoods:

All protections and screenings from adjacent neighborhoods will meet or exceed the requirements of the City of Durant. We want to be considerate of our neighbors and will do all that we can to protect their privacy and property as a part of our development.

What licenses and permits (if any) are required for this proposed use?

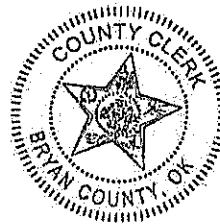
Building permits and business licenses as required by the City of Durant and State of Oklahoma.

Please list or describe any other reasons to support this Planned Unit Dev. Permit Application.

As our city continues it's growth we want to help provide amenities and services for the citizens and visitors of our community. We feel this commercial development is in harmony with adjacent commercial developments along University Blvd and will be a welcomed addition to our community for new retail, office space and restaurant offerings for everyone to enjoy.

Bryan County Abstract Company
Serving Bryan County Since 1903

**WARRANTY DEED
STATUTORY TRUST**



Documentary Stamps: \$1,170.00

That Walker Family Trust, (the "Grantor"), in consideration of the sum of TEN & NO/100 Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto Gao and Wu Enterprise LLC, 2708 W University Blvd., Durant, OK 74701, (the "Grantee"), the following described real property and premises situate in Bryan County, Oklahoma, to wit:

A portion of land located in the East 10 acres of Lot Two (2), Section Thirty (30), Township Six (6) South, Range Nine (9) East of the Indian Meridian and Base line, Bryan County, Oklahoma and being more particularly described as follows: Commencing at the Southeast corner of said Lot 2; Thence North 00 degrees 00 minutes 33 seconds East along the East line of said Lot 2 a distance of 40.00 feet to the Point of Beginning; Thence North 89 degrees 58 minutes 32 seconds West parallel with the South line of said Lot 2 a distance of 226.71 feet to a point on the East line of a tract of land described in Book 1356, Page 327, Office of the County Clerk, Bryan County; Thence along said Book 1356, Page 327 for the following 3 courses;

1. Thence North 00 degrees 00 minutes 30 seconds East parallel with the West line of the East 10 acres of Lot 2 a distance of 210.00 feet;
2. Thence South 89 degrees 58 minutes 32 seconds East parallel with South line of said Lot 2 a distance of 35.00 feet;
3. Thence North 00 degrees 00 minutes 30 seconds East parallel with the West line of the East 10 acres of Lot 2 a distance of 431.14 feet to a point on the South line of the North 640 feet of the East 10 acres of Lot 2;

Thence North 89 degrees 58 minutes 27 seconds East along the South line of the North 640 feet of the East 10 acres of Lot 2, a distance of 191.72 feet to a point on the East line of said Lot 2; Thence South 00 degrees 00 minutes 33 seconds West along the East line of said Lot 2, a distance of 641.31 feet back to the Point of Beginning.

LESS AND EXCEPT all oil, gas, and other minerals outstanding of record and LESS AND EXCEPT all other oil, gas, and other minerals which are hereby specifically reserved unto Grantors.

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

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

Signed and delivered this 8th day of April, 2022.

Walker Family Trust

By: Traci Reid, Successor Trustee

STATE OF OKLAHOMA

Bryan County

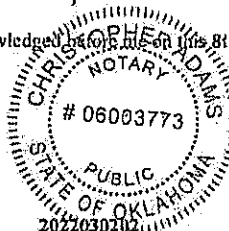
Documentary Stamps \$ 1,170.00

ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF OKLAHOMA

COUNTY OF BRYAN

This instrument was acknowledged by and on the 8th day of April, 2022 by Traci Reid, as Successor Trustee of Walker Family Trust.



Notary Public

My Commission Expires: 4/12/2026

Commission No.:

File No.:

Name of Title Insurer:

First American Title Insurance Company



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That; **KATHERINE D. WILCOX**, a single person, parties of the first part, in consideration of the sum of Ten and more (\$10.00), the receipt of which is hereby acknowledged, do by these presents hereby grant, bargain, sell and convey unto **WU YE**, whose address is 8708 W. University Blvd, Durant, Ok 74704, parties of the second part, all of the following described real property and premises, situated in Bryan County, State of Oklahoma, to wit:

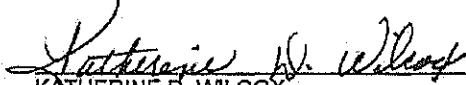
Part of the East 10 acres of Lot 2 in Section 30, Township 6 South, Range 9 East of the Indian Base and Meridian, more particularly described as follows: BEGINNING at the Southwest corner of the East 10 acres of said Lot 2, thence North 680 feet; Thence East 141 feet; Thence South 430 feet; Thence West 35 feet; Thence South 250 feet; Thence West 106 feet to the point of beginning, being in Bryan County, Oklahoma, according to the Government Survey thereof.

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

Doc Stamps: \$585.00

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

SIGNED AND SEALED this the 3rd day of February, 2014


KATHERINE D. WILCOX

STATE OF OKLAHOMA
Bryan County
Documentary Stamps \$ 585.00

State of Oklahoma

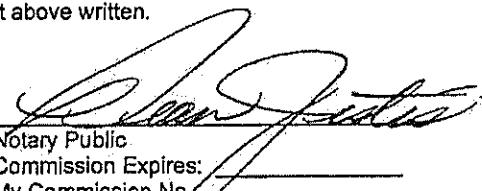
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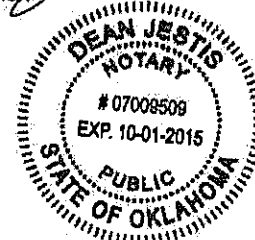
ACKNOWLEDGEMENT

County of Bryan

Before me, the undersigned, a Notary Public in and for said County and State on this 3rd day of February, 2014, personally appeared, **KATHERINE D. WILCOX**, a single person, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that same was executed as the free and voluntary act and deed for the uses and purposes therein set forth.

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


Notary Public
Commission Expires:
My Commission No.



PLANNED DEVELOPMENTS

§ 156.090 PUD PURPOSES.

(A) The purposes of Planned Unit Development are:

(1) To permit flexibility that will encourage a more creative approach in the development of land and will result in a more efficient use of open area or will facilitate orderly land use transitions, while maintaining density and area coverage permitted in the general zoning district or districts in which the project is located; and

(2) To permit flexibility in design, placement of buildings, and use of open spaces, circulation facilities, and off-street parking areas, and to best utilize the potential of sites characterized by special features of geography, topography, parcel size, or shape or proximity to sensitive land use areas.

(B) It is the intent of this section to provide for a change in the size of tracts in which a Planned Unit Development is permitted.

(1) Eligible properties must normally be two acres or larger in size (gross acreage).

(2) Slightly smaller parcels, between one and two acres, may be eligible, provided the applicant can show that the proposed Planned Unit Development can meet the intent and regulation of this subchapter without injury to the public health safety and welfare.

(C) In every instance, the PUD is to be reviewed as to the proposed location and character of the uses and the treatment of the development of the tract. The regulations of the general zoning district or districts remain applicable except as specifically modified pursuant to the provisions of this section. No modification of use or bulk and area requirements of the applicable general use district or districts shall be permitted unless a subdivision plat or replat incorporating the provisions and requirements of this section is submitted to and approved by the Planning Commission and the City Council and filed of record in the office of the County Clerk.

(Prior Code, § 157.070) (Ord. 1040, passed 4-12-1983; Ord. 1454, passed 11-9-2004)

§ 156.091 USES PERMITTED IN PUDS.

The primary uses in a Planned Unit Development shall be those permitted in the zoning districts involved or those uses permitted in more restrictive zoning districts (for example, in a commercial district, a Planned Unit Development could be dominated by shopping facilities or apartments, but in a multi-family residential district, the predominate land use would have to be housing). In predominantly residential PUDs, certain other principal uses, other than dwellings, which are permitted by right or exception in the residential districts may be included within a PUD, if such uses do not occupy more than 10% of the gross area of the PUD and are designed and located to be compatible with the residential uses of the PUD and with the residential use of adjacent properties. It is intended that the PUD provisions may be used as an alternative approach in the processing of all types of developments.

(Prior Code, § 157.071) (Ord. 1040, passed 4-12-1983)

§ 156.092 PUD ACCESSORY USES.

(A) Accessory uses customarily incident to the principal uses included within the PUD are permitted. Accessory signs shall comply with the provisions of the zoning districts, except as hereafter provided for accessory commercial uses.

(B) Within a PUD in a residential district, accessory commercial facilities may be included in accordance with the following provisions.

(1) In considering commercial uses as a part of a Planned Unit Development in a residential district, the Planning Commission shall consider:

(a) The relationship of the proposed commercial use to:

1. The land parcel (both as to boundary shape and topographic and other physical features);
2. The land and land uses outside the proposed development; and
3. The arrangement of the other portions of the proposed development.

(b) The nature of the commercial use included in the proposal.

(2) In developments proposing more than one business, the aggregate floor area of the commercial facilities shall not exceed 50 square feet per dwelling unit nor a total of 30,000 square feet.

(3) Each commercial establishment shall be limited to a maximum of 3,500 square feet of floor area.

(4) Commercial signs shall be limited to one nameplate or not more than 16 square feet for each establishment. Nameplates shall be attached flat against a building wall and shall not be animated, flashing, or have other than indirect illumination. Window signs shall not be permitted.

(5) The commercial area shall be designed primarily for the service, convenience, and benefit of the residents of the PUD. The Planning Commission may permit a commercial establishment designed to serve patrons both inside and outside

the development if it is determined that a land use problem is not likely upon consideration of the items listed in division (B) (1)(a) above.

(Prior Code, § 157.072) (Ord. 1040, passed 4-12-1983)

§ 156.093 PUD AREA REQUIREMENTS.

The space required in a Planned Unit Development project, including lot area, area per unit, and percent of lot coverage, exclusive of the area of public or private streets, shall meet the requirements of the districts wherein the project is located (as set out in § 156.022 of this chapter); provided, however, that upon a finding that the PUD proposal is so designed as to provide the best use of the land with, at the same time, a good and full protection of the public welfare and the general intent and spirit of the Comprehensive Plan and the zoning ordinance, the Planning Commission may award an increase in the density of development not to exceed 10% of that otherwise allowable in the districts in which the PUD is located. If the project area falls in two or more zoning districts, the space requirements of the project shall be established by calculating the requirements of the various districts as applied to the amount of area in each district. In a Planned Unit Development, all area used for development purposes, including recreating areas, open space areas, parking lots, and similar space may be counted as part of the aggregate development area for computation of space requirements. The area of Planned Unit Development shall be considered as one parcel regardless of the extent to which the area may be divided by interior streets or other features.

(Prior Code, § 157.073) (Ord. 1040, passed 4-12-1983)

§ 156.094 PUD HEIGHT REQUIREMENTS.

The height of buildings shall not be more than one and one-half times the distance between the building line and the edge of pavement of the nearest street. The building measurement shall be from the ground floor level to the eave or top of the vertical wall should there be no eave. The Planning Commission upon review of plans for a Planned Unit Development may approve buildings of greater height than otherwise permitted in the zoning district.

(Prior Code, § 157.074) (Ord. 1040, passed 4-12-1983)

§ 156.095 PUD PERIMETER REQUIREMENTS.

The building setback from the exterior boundaries of the PUD shall not be less than the minimum yards customarily required for the district or districts in which located; provided that within 200 feet of any abutting property in a residential district, structures exceeding ten feet in height measured from the ground floor to the eave or top of vertical wall if there is no eave shall conform to the setback requirements of the zoning district, plus two feet of setback for each one-foot of building height exceeding ten feet measured from the ground floor level to the eave or top of vertical wall if there is no eave. An unenclosed off-street parking area, containing five or more spaces, shall be screened from adjoining areas in a residential district by the erection of a screening wall, fence, or hedge of acceptable design along the lot line or lines in common with the residential district, provided that if the parking area is located more than 50 feet from the residential district, the Planning Commission may waive screening requirements.

(Prior Code, § 157.075) (Ord. 1040, passed 4-12-1983)

§ 156.096 PUD OFF-STREET PARKING AND LOADING.

Off-street parking and loading spaces shall be provided as specified for the applicable use. The Planning Commission may consider designs providing for reasonable sharing of parking spaces by land uses which have inherently compatible time demands for parking. Required spaces may be provided on the lot containing the units for which it is intended to serve or in common areas. A common parking area shall be designed and located so as to be accessible to the units it is intended to serve. Provisions for the ownership and maintenance of a common parking space as will ensure its continuity and conservation shall be incorporated in the subdivision plat.

(Prior Code, § 157.076) (Ord. 1040, passed 4-12-1983)

§ 156.097 ADMINISTRATION OF PUD.

(A) Procedural steps include:

- (1) Outline development plan;
- (2) Supplemental designation PUD; and
- (3) Subdivision plat.

(B) The following may apply for PUD.

(1) Any person, corporation, partnership, association, or combination thereof owning or possessing a property right or interest in or to a tract of not less than five acres in size may make application for the approval of an outline development plan as provided in divisions (B)(2) and (B)(3) below.

(2) Any person, corporation, partnership, association, or combination thereof owning or possessing a property right or interest in or to a tract of not less than one acre in size may make application for the supplemental district designation PUD. Such application shall be accompanied by an outline development plan processed in the manner set forth in this division (B)

(2) and divisions (C)(3) and (C)(4) below.

(3) In areas of existing development, any person, corporation, partnership, association, or combination thereof may propose the redevelopment or reuse of land through the processing of a PUD application. Due to the previous division of land areas in already developed areas, the Planning Commission shall determine if a proposed site is suitable for development as a PUD. The Planning Commission and City Council may place the supplemental designation PUD upon locations through the established zoning amendment process.

(C) An application for a Planned Unit Development shall be filed with the Planning Commission. The application shall be accompanied by the payment of a fee equal to that for rezoning applications which shall include advertising and sign costs. The application shall be in such form and content as the Planning Commission may by resolution establish, provided that three copies of an outline development plan shall accompany the filing of the application. The outline development plan shall consist of maps or text which contain:

- (1) Existing topographic character of the land and any topographic changes which are proposed;
- (2) Proposed land uses, including public uses and open space and the approximate location of buildings and other structures;
- (3) The character and approximate density of development. Density shall be expressed in numbers of dwelling units and quantitative areas of each identifiable segment of the development;
- (4) The approximate location of thoroughfares;
- (5) Sufficient surrounding area to demonstrate the relationship of the development to adjoining uses, both existing and proposed;
- (6) An explanation of the character of the planned development; and
- (7) The expected schedule of development.

(D) (1) The Planning Commission, upon the filing of an application for the supplemental district designation PUD or the filing of an application for the approval of an outline development plan, shall set the matter for public hearing and give 15 days' notice thereof by publication in a newspaper of general circulation. Where deemed necessary by the Planning Commission, additional notice shall be given by the posting of a sign or signs on the property. Within 60 days after the filing of an application, the Planning Commission shall conduct the public hearing and shall determine:

- (a) Whether the proposal is consistent with the Comprehensive Plan;
- (b) Whether the proposal harmonizes with the existing and expected development of surrounding areas;
- (c) Whether the proposal is a unified treatment of the development possibilities of the project site;
- (d) Whether the proposal would benefit orderly and proper development of the city; and
- (e) Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.

(2) Where a supplemental district designation PUD is required for the processing of a Planned Unit Development, the Planning Commission shall forward its recommendation, the application, and the outline development plan to the City Council for further hearing as provided in divisions (D)(1)(d) and (D)(1)(3) above and this division (D)(2). Where Planned Unit Development may be processed without the supplemental designation PUD (five acres or larger), the Planning Commission shall approve, approve with modification, or disapprove the outline development plan. Approval by the Planning Commission shall be authorization for the processing of a subdivision plat incorporating the provisions of the outline development plan. The Planning Commission, upon approval of the outline development plan, may direct that a notation indicating the boundaries of the PUD be made on the zoning map.

(E) Upon receipt of the application, outline development plan, and Planning Commission recommendation, the City Council shall hold a hearing, review the outline development plan, approve, disapprove, modify, or return the outline development plan to the Planning Commission for further consideration. Upon approval, the zoning map shall be amended to reflect the supplemental designation PUD, and the applicant shall be authorized to process a subdivision plat incorporating the provisions of the outline development plan.

(F) A Planned Unit Development subdivision plat shall be filed with the Planning Commission and shall be processed in accordance with the subdivision regulations shall include:

- (1) Details as to the location of uses and street arrangement;
- (2) Provisions for the ownership and maintenance of any common open space as will reasonably ensure its continuity and conservation. Open space may be dedicated to a private association or to the public, provided that a dedication to the public shall not be accepted without the approval of the City Council; and
- (3) Such covenants as will reasonably ensure the continued compliance with the approved outline development plan. In order that the public interest may be protected, the city shall be made beneficiary of the covenants pertaining to such matters as location of uses, height of structures, setbacks, screening, and access. Such covenants shall provide that the city may enforce compliance therewith.

(G) After the filing of an approved PUD subdivision plat, and notice thereof to the Building Inspector, no building permits shall be issued on lands within the PUD except in accordance with the approved plat. A building permit in a residential PUD for a freestanding or separate commercial structure shall not be issued until significant progress has been made on other aspects of the proposed development as follows:

- (1) Completion of one-third of the noncommercial features in a project of less than five acres;
- (2) Completion of one-half of the noncommercial features in a project of more than five acres; and
- (3) The Commission has received a satisfactory progress report.

(H) Minor changes in the platted PUD may be authorized by the Planning Commission upon a review of a proposed amended subdivision plat, incorporating such changes, so long as substantial compliance is maintained with the outline development plan and the purposes and standards of the PUD provisions hereof. Changes which would represent a significant departure from the outline development plan shall require formal abandonment and the subsequent filing of a new application for a Planned Unit Development.

(I) Where a Planned Unit Development has been processed pursuant to the supplemental designation of PUD, its abandonment shall require the City Council's approval, after recommendation by the Planning Commission, of an application for amendment to the zoning map repealing the supplemental designation of PUD. Where a Planned Unit Development has been processed by reason of being more than ten acres, its abandonment shall require the approval of the Planning Commission and vacation of the plat.

(J) Any person aggrieved may appeal the final action of the Planning Commission on a proposed outline development plan or on a proposed subdivision plat to the district court by filing with the Secretary of the Planning Commission within ten days after the action appealed from a notice of appeal stating the grounds thereof. There shall be no right of appeal from any act of the Planning Commission taken in its advisory capacity to the City Council.

(Prior Code, § 157.077) (Ord. 1040, passed 4-12-1983)



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Richard Ezell, Deputy Director
Re: Consider Approval of a Resolution Approving State of Oklahoma Department of Transportation School Zone Speed Limit Modification (R-2023-11)

Consider Approval of a Resolution Approving State of Oklahoma Department of Transportation School Zone Speed Limit Modification (R-2023-11)

Council Information / Action Requested

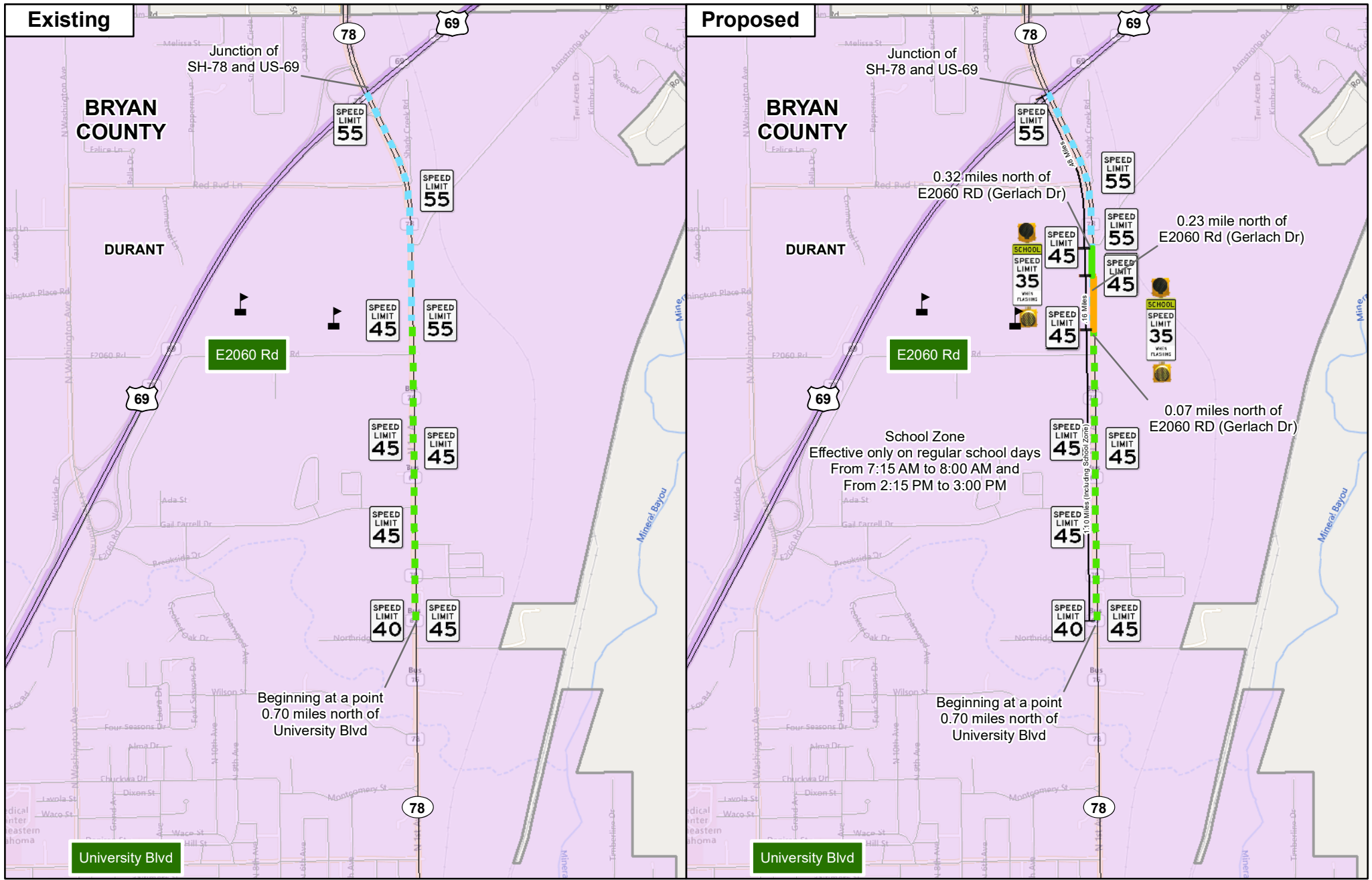
Approval of Resolution

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

Signature of approval from the City Attorney and seal from the City Clerk

ATTACHMENTS:

1. 2022 Div 2 SH 78 Durant Bryan Co Map
2. 2023 Div 2 SH 78 Durant Bryan Co Resolution
3. Bryan Co, Durant, SH-78 SZ, JP 35964(09) MA



SH-78 Durant Speed Zone Revision

- Legend**
- Existing 55 mph
 - Proposed 55 mph
 - Existing 45 mph
 - Proposed 45 mph
 - Proposed 35 mph School Zone
 - Highways
 - Cities

RESOLUTION NO.: R-2023-11

**A RESOLUTION APPROVING STATE OF OKLAHOMA DEPARTMENT
OF TRANSPORTATION SCHOOL ZONE SPEED LIMIT MODIFICATION**

WHEREAS, the City of Durant has been requested by the Oklahoma Department of Transportation (hereafter referred to as "the Department") to amend and change the school zone speed limits and/or the permanent speed zone limits on SH-78 near the school; and,

WHEREAS, the City of Durant agrees that the school zone speed limit will be reduced to 35 MPH only during regular school days, from 7:15 A.M. to 8:00 A.M. and from 2:15 P.M. to 3:00 P.M.; and agrees to program the flashers as such; and,

WHEREAS, if at a future time the hours of operation of the school change, the boundaries of the school change, or other circumstances change, the SPEED LIMIT(S) and/or the DISPLAY TIMES can only be altered through another approved commission action; and the City of Durant will notify the Department to investigate, concur, and start the process; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Durant concurs with the school zone speed limits and/or the permanent speed zone limits proposed by the Department.

PASSED AND APPROVED at a regular meeting of the City of Durant and duly signed by the Mayor this 9th day of May, 2023.

CITY OF DURANT

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

PROJECT AGREEMENT

FOR

FEDERAL-AID PROGRAM

PROJECT NUMBER HSIPG-299S(315) Part 5 TR

JOB PIECE NO. 35964(09)

FOR THE INSTALLATION OF ADVANCE SCHOOL WARNING
SIGNS with FLASHING BEACONS

ALONG SH-78

IN THE CITY OF DURANT

BRYAN COUNTY

BY AND BETWEEN

THE CITY OF DURANT

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the CITY of DURANT, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the CITY proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of August 2022, authorizing State apportioned Federal-Aid Project funds for participation in the project for traffic improvements in the CITY of DURANT designated as Federal-Aid Project HSIPG-299S(315) Part 5 TR, JP #35964(09) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF ADVANCE SCHOOL WARNING SIGNS WITH FLASHING BEACONS ALONG SH-78

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the 2019 Oklahoma Standard Specifications for Highway Construction and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall on the grounds of race, color, religion, sex, disability, age, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water management plan (SWMP) sheet, and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT shall require the contractor to file a Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with construction activity from the construction site and to develop if required a Stormwater Pollution Prevention Plan (SWPPP).
3. That prior to the DEPARTMENT's advertising for bids or otherwise authorizing work on said project, the CITY agrees to furnish without cost to the DEPARTMENT all rights-of-way needed for the construction of said project, free and clear of all obstructions and encumbrances of whatsoever nature, which would interfere with construction of the project, including but not limited to utility poles, pipelines, buildings, signs and other facilities above or below the surface of the ground.

The CITY further agrees that it shall cause the adjustment or relocation of public or private utility facilities occupying the rights-of-way for said project, provided the adjustment or relocation of same is needed to accommodate construction of the project; the CITY further agrees that it shall accomplish said utility adjustment or relocation at

the sole expense of the CITY, except in those cases in which the owner of said utility facility is required by law to assume the cost thereof.

4. The CITY agrees to acquire legal title to said rights-of-way in the name of the CITY; that all such acquisition of rights-of-way shall be carried out and evidenced by written instruments, such as deeds, written easements, condemnation orders or judgements and that the same shall be recorded in the Office of the County Clerk as provided by law. The CITY shall furnish the DEPARTMENT's Office of Land Acquisition with true and correct copies of all written right-of-way instruments and each copy of such instrument shall be certified by the County Clerk as true and correct copy thereof and shall bear the book and page number showing where the same is recorded and the exact date and time of recording thereof. The CITY shall convey to the DEPARTMENT, by deed or easement, all right-of-way acquired for a project located on the State Highway System. The CITY shall defend the title in and to all of such rights-of-way at the sole expense of the CITY; and the CITY hereby agrees to indemnify and save harmless the DEPARTMENT from any and all claims, demands, suits or causes of action, whether the same be at law or in equity, for damages or just compensation or otherwise, arising from or in any way connected with the CITY'S acquisition or failure to acquire said lands, or arising from or connected with the construction of the project by the DEPARTMENT upon said lands.

5. The DEPARTMENT agrees that Federal-Aid Safety Transportation Program Project Funds shall be used to provide 100% of the final construction costs. The CITY agrees that local funds shall be used to provide their obligation of 0% of the final construction cost. The CITY shall deposit with the DEPARTMENT prior to the advertisement for bids and prior to the end of the current fiscal year, 0% of the total

estimated cost.

6. Upon approval of this AGREEMENT and the plans, specifications, and estimates by the Federal Highway Administration, the DEPARTMENT shall agree to advertise and let the contract for this project in the usual and customary manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this AGREEMENT, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all Federal laws, regulations, orders, approvals as may be applicable hereto.
7. The CITY and DEPARTMENT agree that final adjustments in the final cost will be made upon completion of the project.
8. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
9. The CITY shall by resolution or letter of concurrence, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution or letter of concurrence to this AGREEMENT.
10. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
11. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all school zone equipment erected and installed pursuant to this agreement and all devices appurtenant thereto.

12. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the DEPARTMENT determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which in the opinion of the DEPARTMENT exceed the capabilities of the CITY'S staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
13. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
14. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the flashing beacon installation is ten (10) years old or older. If the installation is less than ten years old:
 - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 50% of the original equipment costs only, amortized for a ten (10) year service life for the flashing beacon, interest ignored, and assuming straight line of depreciation.
 - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 50% of the proceeds of such sale.
15. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the

aforesaid project.

16. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this Agreement are brought to a satisfactory condition of maintenance.
17. The DEPARTMENT shall prepare or has prepared plans for the construction of this project which are fully compliant with the requirements of the **Americans with Disabilities Act, (ADA) of 1990 (42 USC §§ 12101- 12213), CFR parts 27, 37, and 38, and 28 CFR parts 35 and 36.** The CITY shall be exclusively responsible for integrated ADA compliance planning for all CITY streets, sidewalks and other facilities provided for public administration, use and accommodation which is required of recipients and sub-recipients by **49 CFR § 27.11.** State highways continued through the corporate limits of the CITY shall be included in the CITY'S comprehensive compliance plans.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in her by the Transportation Commission, has hereunto subscribed her name as Deputy Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

SIGNED by the COUNTY on _____ / _____ / 20_____

and the STATE on the _____.

THE CITY OF DURANT

BY: _____
Mayor / City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

BY: _____
CITY Attorney

Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: _____
Division Engineer

BY: _____
State Traffic Engineer

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Consideration, Discussion, and Possible Approval of Rent.Fun L.L.C Contract In the Amount of \$16,000.00 to Lease Up to Twelve (12) Kayaks for Five (5) Years.

Council Information / Action Requested

Approval of Rent.Fun L.L.C Contract In the Amount of \$16,000.00 to Lease Up to Twelve (12) Kayaks for Five (5) Years.

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

ATTACHMENTS:

1. Kayaks quotes
2. Rent.fun Services Agremeent
3. Kayaks brochure
4. Kayak Cost Analysis

Costs & Revenue Share

Rent.Fun will maintain ownership of the equipment and will be responsible for all ongoing program costs and logistics. We start with a 4-unit rack and then we expand to 8-unit or 12-unit based on program demand.

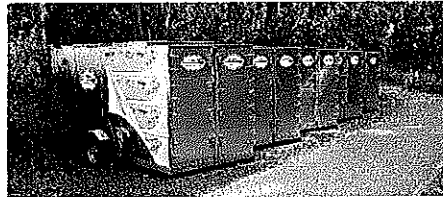
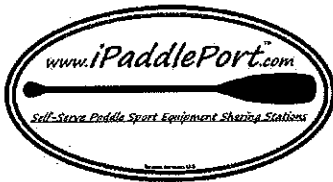
Name	Price
Activation Fee Includes installation and activation of smart locker - fully equipped with kayaks / paddleboards / lifejackets / paddle; locker signage; installation.	\$16,000 Paid upfront prior to launch;
5-year Services Agreement Guarantees that you'll have the service for 5 years.	No cost

Customer is responsible for:

- help with marketing the program

Rent.Fun is responsible for:

- delivery and installation and maintenance of all program equipment
- on site signage
- providing end users with technical support
- mobile app
- utilization reporting
- maintenance and replacement of equipment
- collecting and processing rental revenue and refunds
- insurance and liability coverage



2022

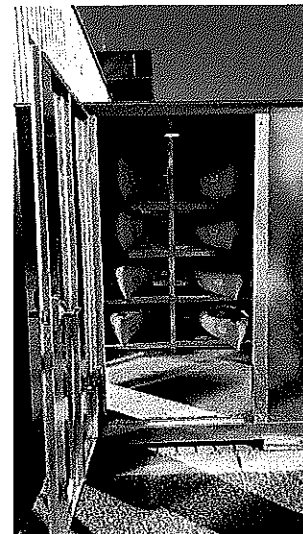
Product Specifications and Information



Station Components

- (1) 8 Unit Station
- (2) Bar Locks w/Padlocks for Manual Lockdown/Security
- (1) 24"H x 74"W Header Sign Panel with Custom Graphics
- (1) Sign Panel Support Set
- (9) iPaddlePort Proprietary Locks: 8 for Rentals, 1 for Service Door
- (2) Tear Back Large Panel Graphics
- (16) SXUX Decals for labeling Doors and Equipment
- (1) SXSD Service Door Decal
- (2) "Rent From:" Decals for Doors 2 and 6
- (1) Temporary Lockdown Decal for Lockdown Bar
- (3) 10"x19" iPaddlePort Logo Decal
- (2) 16"x28" iPaddlePort Logo Decal
- (2) Solar-powered Vents
- (1) 6' x 14' Single Axle Trailer
- (1) Magnetic Trailer Towing Light Kit w/Harness Extension, 48 in.
- (1) Trailer Mounting Hardware
- (1) Trailer Registration

Service Door End



Station Price \$20,999.00 Each - FOB Albert Lea, MN

Note: 2 Stations recommended for each segment on a river route. 1 Rental, 1 Return.

1 Station recommended for lake installations. 1 Rental.

Delivery and Taxes are not included.

Rental Equipment Components

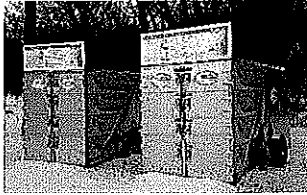
A minimum typical configuration would be:

	Each	Total
2 Paddle North Portager Inflatable w/Paddle 11' 6" SUP	\$999.00	\$1,998.00
4 Current Designs Solara 120 R Single Kayak	\$999.00	\$3,996.00
2 Current Designs Solara 145T Tandem Kayak	\$1,399.00	\$2,798.00
8 Current Designs Kayak Paddle	\$114.95	\$919.60
10 Oynx Universal Paddle PFD Oversize 90# or Up	\$49.99	\$499.90
Rental Equipment Total		\$10,211.50
Rental Equipment Total (if 2 single kayaks instead of 2 SUP's)		\$10,441.40

Delivery and Taxes are not included.

*All rental and replacement equipment must be provided or approved by System Services LLC.
Prices listed above may vary at time of order and should be used for estimating purposes only.*

"In-Place" Winter Storage



The station includes a 24"H x 74"W sign panel which you provide the graphic file for and we print the sign for you. No other graphics are permitted on the actual station. See Pic as an example...

System Services LLC provides a complete solution which includes Stations, Rental Equipment and Services. The services provided by System Services LLC/iPaddlePort are the reservation and payment collection services for the rentals.

Out of the Gross Revenue from the rentals, a service fee of \$6 or 30% of rental (whichever is greater) per unit rental, plus credit card processing fees (2.9% + \$0.30), plus sales tax (Then Submitted to state) is retained by System Services LLC. The balance is provided to owner of the station monthly.

A services and purchase agreement is presented at the time of order.

Rental rates and time-slots are determined by the owner of the station. Initial station programming is provided as a portion of purchase price. Additional Program change requests may/will incur additional charges.

Note: It is required that a "Steward" be a local individual or organization available for any issues or maintenance required including local management or contacting customers in the event of late returns or reservation changes or requests, weather or safety closures/station lock-downs. Basically, anything that needs to be addressed locally.

The surface that the station is to be lowered down to should be solid and level. Position the station so that the surface areas between the station and the water should be nonabrasive to protect the equipment during transport to and from water. Allow at least 20 feet on both ends of the station for loading and unloading equipment.

We look forward to providing you with the unique products and services of iPaddlePort!

And as our motto goes... *"Keep on Paddling, never just go with the Flow"*

*Bill Howe – Founder
System Services LLC
1642 Oakhurst Rd.
Albert Lea, MN 56007
(507)383-3117
BillLHowe@gmail.com*

All Rights Reserved Copyright 2022©

SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of _____, 2023 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and _____ (“City”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – City Obligations

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City’s parks, recreation, and open space areas (the “Premises”) on the terms and conditions set forth herein and in **Schedule A**.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only paddlesport rental operator-with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within thirty (30) days.

6. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party’s liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. Liability for Loss; Indemnity. The Parties agree that City shall not be liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against City arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of City and any limitation of City's liability shall to the same extent apply to City's officers, employees, agents, and contractors. Operator shall indemnify and hold City harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the City as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the City. Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City.

9. . Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. Publicity Subject to the prior written approval of the City, Operator may release a press release announcing the parties' relationship hereunder, and may use City's name, logos, trademarks and service marks to (i) create marketing and advertising materials for City to use to promote the Rental Station Services, and (ii) place City on Operator's customer list, which will be displayed on Operator's website and in other publications.

13. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
201 SOUTH DIVISION STREET
ANN ARBOR, MI48104
Attn: Adam Greenstein
adam@rent.fun

If to City:

With a copy to:
Legal Department
info@movatic.co

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of _____-(exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and City, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of City under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in _____ and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR:Rent.fun, LLC

By:

Name: _____

Title: _____

City: _____

By:

Name: _____

Title: _____

Schedule A

Rental Station Services and Obligations

A. **EQUIPMENT & INITIAL LAUNCH**: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- **Four (4)** sit-on-top kayaks and / or stand-up paddleboards, with associated paddles and lifejackets
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. **SIGNAGE**. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. **CUSTOMER SUPPORT**: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. **MARKETING**: Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch, at no cost to City.

E. **MAINTENANCE**: Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

F. **RENTAL FEES**. Rental Fees shall be set at \$25 per two hour rental. Operator may only adjust rental fees with written approval of City.

Schedule B

Term & Premises

1. **Term**: The Term shall commence on the Effective Date and shall continue for a period of 5 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”).
2. **Revenue Share**. City shall receive 50% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs. Non-standard repairs shall include: (a) moving the locker to a new location on Premises, on written request of City. (b) damage to the locker or equipment therein due to natural disasters or negligence of the City.
3. **Revenue Share Payment**. Revenue share payments shall be paid by Operator to City on an annual basis by check, mailed to an address as designated by the City.

Schedule C

City Obligations

1. EQUIPMENT. City will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. City, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator.
2. MARKETING. City agrees to link to the program website from the City's web properties and social media accounts.
3. COMPENSATION.
 - Activation Fee: \$16,000
4. PAYMENT. Operator shall send an invoice for the Activation Fee following the full execution of this Agreement, with payment terms of net 30 days.

RENT!FUN



Five Rivers MetroParks

Self-Service Kayak Rental Proposal

2022-08-01

This proposal is valid for 60 days.

Cover Letter

Dear colleague,

Rent.Fun, a Movatic company, is excited to submit our proposal for the region's first-ever self-service kayak rental program.

Like most parks and rec enthusiasts, we believe that there is no better feeling than launching a kayak at sunset.

But buying your own boat is expensive! And lugging it to the park is a pain.

With rent.fun's self-service kayak rental program, your community can click a button on their smart phone and rent a kayak at the waters edge.

No lines. No paper forms. No reservations.

And unlike traditional operators, we're open for business 7 days a week, sun-up to sun down, all season long.

From assisting users with technical issues, to repairing and replacement equipment - we handle all the logistics so you don't have to lift a finger.

Welcome to the new age of recreational rentals.

We'd be honored to partner with you!

Sincerely,



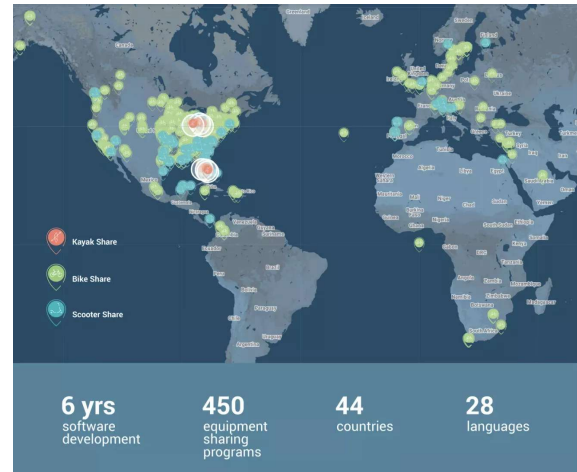
Adam Greenstein, JD/MBA
CEO & Chief Fun Officer
617.686.0667
adam@rent.fun

Our Story

With nearly a decade of experience powering self-service equipment rental programs, we have a deep understanding of how to deploy software and hardware to create equipment sharing programs that make usage more convenient, affordable, and environmentally-friendly than traditional rental models.

Equipment Sharing Pioneer.

In 2012, we began developing software-connected “smart locks” that could transform a fleet of standard bicycles into a fully functional bike sharing program. Through our parent company, that technology has been licensed to over 450 bike and scooter sharing systems across 44 countries, processing over 3000 equipment rentals every day.



Operational Excellence.

More than just technology, we've honed our operational skills through our first subsidiary - Tandem-Mobility (tandem-mobility.com) -- a bike share operations company that has launched and operated 18 municipal bike share programs over the past 24 months.



Continuous Innovation. In 2019, we started experimenting with a new app-based rental program - “kayak share.” Since then, we've perfected our proprietary "smart lockers" and are expanding our kayak share network to include 20 locations across 10 states in Spring 2022. We plan to expand contactless rentals to other forms of recreational equipment - such as lawn games, pickle ball paddles and tennis rockets - in Fall 2022.



How Self-Service Kayak Rentals Work

Kayaks, lifejackets, and paddles are stored in solar-powered “smart lockers” and secured with app-controlled locks.

To rent and access equipment, users just download the rent.fun app, add payment information and sign the digital waiver, and then unlock and rent by scanning a QR code on the smart locker.

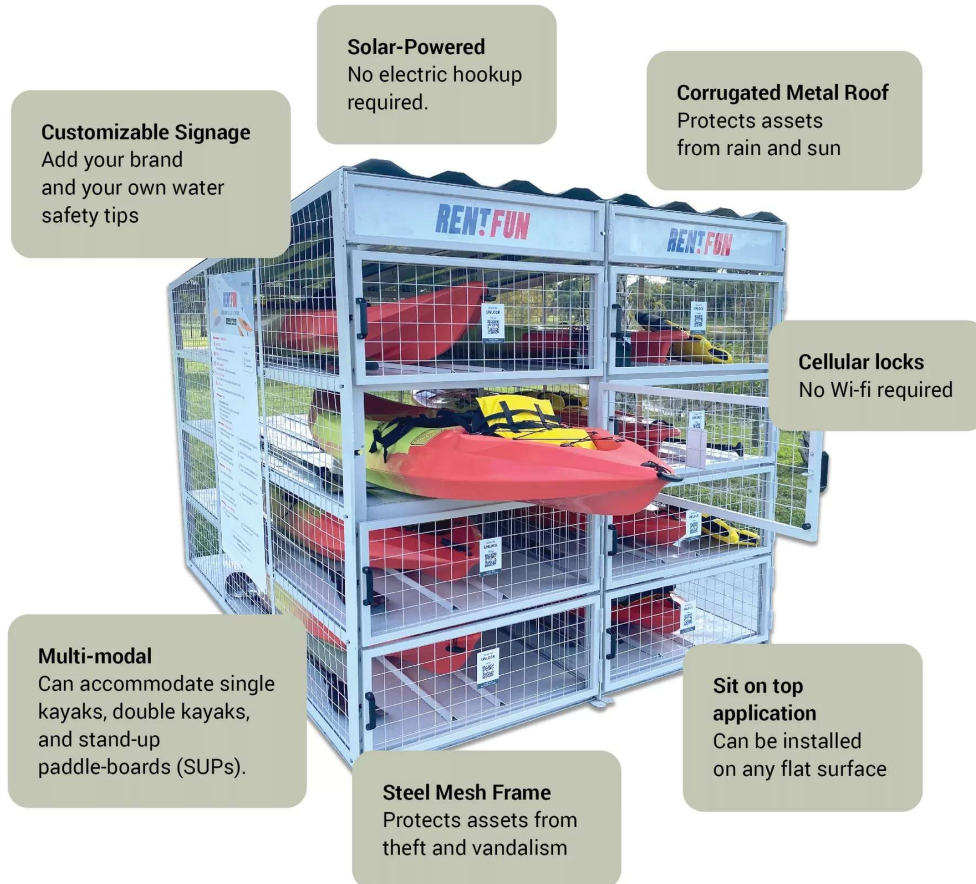
In-app tutorials provide water safety instructions and kayaking tips for beginners.

After a paddle on the water, the user returns the items to the same locker where they got it. The rental automatically ends and the user’s credit card is charged for the duration of their rental.

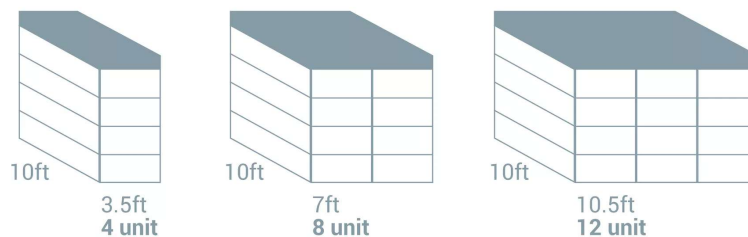


The Smart Locker

The First Kayak Locker controlled via Smart Phone:



Size Options



Example Installations

We can install on any service. A concrete pad is not required.



The Software

The Mobile App

Everything that a user needs to rent their favorite equipment - without needing to make reservations, wait in line, or fill out paper forms.

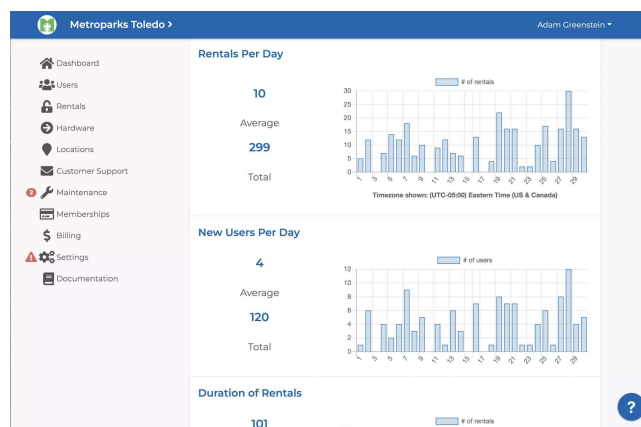


- Rental Instructions and Safety Tips
- Scan QR Code to Lock & Unlock Equipment
- Start & End Rentals
- Accepts Credit Card, Debit Card
- Communicate with Customer Support
- Sign Electronic Waivers
- Get your receipts sent via email
- View Available Units

The Admin Dashboard

Everything that a park system needs to manage and track the performance of their program.

- Utilization Data
- Revenue Reports
- Customizable Hours of Operation
- Track Maintenance Tickets.



Operations

Install

Upon contract execution, we will consult with you to identify the ideal water-front location to install your kayak rental station. We do not need a concrete pad or access to the electrical grid, any flat surface (gravel, dirt, grass, etc.) will do. Within 30 to 90 days, our Launch Manager will arrive by truck to deliver and install the station at the designated location, with the assistance of our local Field Technician (see below). Install will be completed within 1-2 days of arrival.

Ongoing Maintenance

30 days before launch, our team begins recruiting for a part-time Field Technician, local to your community. The Field Technician will assist with install and will be responsible for ongoing maintenance. During the install process, our Launch Manager will train our local Field Technician on all aspects of the equipment and technology.

Once the station is activated, our local Field Technician will conduct Preventive Maintenance Checks weekly or bi-weekly depending on the operational needs of the program. All tasks are logged digitally and to ensure compliance with our standard operating procedures and contractual requirements. In the event that equipment is damaged or goes missing, we will replace such items at no cost to the City. All field technicians are provided with safety stock of equipment (stored locally) to ensure prompt replacement of equipment.

Preventative Maintenance Checklist	
(1) Kayaks ☐ Remove the kayak from each locker unit. ☐ Inspect the Rigging - Make sure the handles, perimeter lines and bungees and seats are all in good shape. ☐ Inspect Bottom - Flip kayak over and look for damage, holes, scratches or gouges. ☐ Clean - Wipe exterior and interior seats with water and/or disinfecting wipes.	(2) Lifejackets ☐ Remove each lifejacket from each locker unit. ☐ Check that all hardware and straps are firmly attached and are in working order. ☐ Check for leaks, mildew, lumpy or hardened buoyancy material, and oil saturation in the fabric. ☐ Make sure that there are no rips or tears in the fabric. ☐ Make sure that the label stating USCG approval is attached, and that it is readable. ☐ Discard and replace life jackets that show signs of deterioration - tears, mildew stains,
(3) Paddles ☐ Remove each paddle from each unit. ☐ Rinse with clean, fresh water; be sure to rinse the ferrule as well. ☐ Examine the internal parts of the shaft to make sure they are clear of water and debris.	(4) Locker and Locker Door ☐ Lock and unlock each lock and check battery levels. ☐ Open and close each locker door, <u>inspect hinge</u>, check for proper functioning - make any necessary repairs. ☐ Check that all signage is present and properly displayed. Signs should be straight, clean, and undamaged.

Marketing

Through Rent.Fun's full-service offering, we will invest heavily in marketing and community engagement to drive utilization of the program and increase awareness of your parks and public spaces.

Custom Website

We develop and promote a custom website for every program that we launch, which informs users of pricing information, rental instructions, and launch locations.

Local Partnerships

Through partnerships with local hotels, businesses, and nonprofits, we create a network of program ambassadors who promote the program and the park to their constituents. We arm these groups with digital and printed content and promo codes that promote the program and the parks.

Launch Events & Local Press

We recommend holding a joint City / Rent.Fun launch event and ribbon cutting ceremony to celebrate the program's launch. We will invite local and regional news outlets to attend the event and cover the story to general local press.

Digital Marketing

Pre- and post-launch we will invest in geo-targeted google ad words and social media ads to drive rent.fun app downloads and utilization of kayak rental stations. Our objective? When someone searches "kayak rental" or similar terms in your area, rent.fun rental stations will be the first result that they see.

Risk Management

Liability

All users must sign a digital waiver in app prior to rentals, under which they assume all risk associated with use of rent.fun equipment. In addition, per the terms of the agreement between Rent.Fun and our public agency partners, we take on all liability associated with the program and agree to indemnify and hold harmless our public agency partners.

Insurance

We will add our government agency partners as additionally insured under our policy, which includes \$1m of General Liability Coverage, \$5m aggregate.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				10/15/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Rachel Bailey PHONE (A/C No. Ext.): 877-783-1161 FAX (A/C No.): 800-363-3694 E-MAIL: OandG@kandinsurance.com ADDRESS: PRODUCER: CUSTOMER ID:					
INSURED Rent Fun LLC 201 S. Division St., Suite 400 Ann Arbor, MI 48104 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
				NAIC # 23787			
COVERAGES		CERTIFICATE NUMBER: W02039423		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSUR LTR	TYPE OF INSURANCE	ADOC	SUBMT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ OTHER: _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. ☐ LOC ☒ OTHER: MEMBER			6BRPA0000031575200	10/15/2021 3:33 PM EDT	10/15/2022 12:01 AM	EACH OCCURRENCE \$1,000,000 "DAMAGE" TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPOP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS "DAMAGE" SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ OWNED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII UMBRELLA LIAB ☐ OCCUR ☐ CLAIMS-MADE EXCESS LIAB ☐ RETENTION DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required) Kayak/Canoe/Raft/Tube/Paddle & Surf Board Rental Operations Class I, II, III rivers, flatwater (non-guided/guided)							
CERTIFICATE HOLDER				CANCELLATION			
Evidence of Coverage				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
Coverage is only extended to U.S. events and activities. ** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas							
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.							

Costs & Revenue Share

Rent.Fun will maintain ownership of the equipment and will be responsible for all ongoing program costs and logistics. We start with a 4-unit rack and then we expand to 8-unit or 12-unit based on program demand.

Name	Price
Activation Fee Includes installation and activation of smart locker - fully equipped with kayaks / paddleboards / lifejackets / paddle; locker signage; installation.	\$16,000 Paid upfront prior to launch;
5-year Services Agreement Guarantees that you'll have the service for 5 years.	No cost

Customer is responsible for:

- help with marketing the program

Rent.Fun is responsible for:

- delivery and installation and maintenance of all program equipment
- on site signage
- providing end users with technical support
- mobile app
- utilization reporting
- maintenance and replacement of equipment
- collecting and processing rental revenue and refunds
- insurance and liability coverage

SAMPLE SERVICES AGREEMENT

This Services Agreement (this "Agreement"), effective as of _____, 2022 (the "Effective Date"), is entered into by and between Rent.fun, LLC, a Michigan limited liability company ("Operator") and _____ ("City"). Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, City and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – City Obligations

1. Purpose. Operator operates recreational equipment sharing programs that utilize recreational equipment, physical storage and blue-tooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the "Rental Station Services"). City now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the City's parks, recreation, and open space areas (the "Premises") on the terms and conditions set forth herein.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in Schedule B, unless terminated earlier in accordance with the terms of this Agreement.

3. Compensation for Services, Payment. City shall pay Operator an Activation Fee as set forth in Schedule C.

4. Exclusive License. City hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that City's Premises have varying rules and regulations depending on the location and will comply with said rules and regulations. During the Term of this Agreement, City agrees that Operator shall be the only self-service recreational equipment rental operator with the right to use the Premises.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if City no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, City will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership and use commercially reasonable efforts to get the new owner of the Premises to sign an agreement substantially similar to this Agreement with Operator (if this Agreement is not transferred as part of such change in ownership). Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on City's Premises within thirty (30) days.

6. DISCLAIMER. To the maximum extent permitted by law, except as otherwise set forth in this Agreement, neither party makes any representations or warranties to the other, including with respect to its products and services or the subject matter of this agreement, and each party hereby disclaims any express, implied or statutory warranties, including the implied warranties of fitness for a particular purpose, title, merchantability, and non-infringement.

7. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss and (ii) each party's entire liability hereunder from any cause whatsoever will be limited to one hundred dollars. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party's liability for gross negligence or willful misconduct, nor is it intended to alter or limit the obligations of Company under Section 10 below.

8. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits

asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Liability for Loss; Indemnity. City shall not be liable for any injury or damages to persons or property sustained by the Operator or by other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the City harmless against any and all third party claims, damages, and lawsuits asserted against City arising out of this Agreement alleging (a) Operator's negligence or willful misconduct in providing the Rental Station Services; and/or (b) Operator was grossly negligent or committed an intentional act that caused injury to a person or damage to property arising out of this Agreement. Operator shall indemnify and hold City harmless from and against all damages finally awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

9. Insurance. The Operator shall, throughout the term of this Agreement, at its own cost and expense procure and maintain public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 for bodily injury and death. Such policy of insurance shall name the City as an insured or additional insured, as its interest may appear, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the City. Such policy shall contain an endorsement waiving all rights of subrogation, if any, against the City. The Operator shall provide the City with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the City.

10. Compliance with Law and Policy. Operator agrees to provide the Rental Station Services in accordance with all City policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes.

11. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

12. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, City and Operator are independent contractors under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without City's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity.

13. Independent Contractor. Operator is an independent contractor and neither the Operator nor its officers, employees and/or agents shall be deemed the City's agent, representative or employee. This Agreement does not create an employee/employer relationship, a partnership, joint venture or any other type of legal relationship between the City and the Operator.

SCHEDULE A: Station Services and Obligations

1. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- 4 sit-on-top kayaks / SUPs, with associated paddles and lifejackets
- Each craft offered for rent shall be furnished with all items of safety equipment specified by state laws governing the use and operation of watercraft on state water; and
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

2. EXPANSION. At Operator's discretion, and upon the written approval of City, Operator shall have the right to expand the Kayak Rental Station Services at Premises to include a total of eight (8) or twelve (12) kayaks and / or SUPs, based on demand observed after initial launch.

3. SIGNAGE. Operator may choose to provide signage at the Premises. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for City's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

4. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

5. MARKETING: Operator shall develop and deliver to City a custom website designed to market the Rental Station Services prior to launch.

6. MAINTENANCE: Operator maintenance personnel will visit the Premises to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

SCHEDULE B: Term and Revenue Share

1. TERM: The Term shall commence on the Effective Date and shall continue for a period of 5 years, unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term").

2. REVENUE SHARE: City Shall receive 50% of the gross rental revenue received from watercraft rentals on Premises. Revenue share payments shall be paid by Operator to City on an annual basis by check, mailed to an address as designated by City.

SCHEDULE C: City Obligations

1. MARKETING. City will use reasonable efforts to promote the Rental Stations Services to the public, which shall include linking to the program website from the City's web properties and social media accounts.

2. COMPENSATION. City shall pay Operator the following fees:

- Activation Fee: \$16,000.

3. PAYMENT. An invoice shall be sent following execution of this Agreement, with payment terms of net 30 days.

AGREED AND ACCEPTED

Operator: Rent.fun, LLC

By: _____

Name: _____

Title: _____

Date: _____

City _____

By: _____

Name: _____

Title: _____

Date: _____

Kayak Cost Analysis

Kayaks	4			
Activation Fee	\$16,000			
Season Length	4 months*			
	Avg Annual Gross Rev	Total over 5 years	50% Rev Share for City	City Profit
Low Utilization	\$ 500.00	\$ 25,000.00	\$ 12,500.00	\$ (3,500.00)
Medium Utilization	\$ 7,500.00	\$ 37,500.00	\$ 18,750.00	\$ 2,750.00
High Utilization	\$ 10,000.00	\$ 50,000.00	\$ 25,000.00	\$ 9,000.00
		Total over 10 years		
		\$ 50,000.00	\$ 25,000.00	\$ 15,000.00
		\$ 75,000.00	\$ 37,500.00	\$ 27,500.00
		\$ 100,000.00	\$ 50,000.00	\$ 40,000.00
*Most other locations only have a season of 4 months. With our climate we would have a minimum of 6. They anticipate we would be medium to high utilization if advertising is done well with college students.				

Other location charges					
Location	Unlock	per min	per hour	per day	memberships
Palm Beach, FL	\$ 5.00	\$ 0.30			x
South Bend, IN	\$ 5.00	\$ 0.30			x
Genesee County, MI	\$ 5.00	\$ 0.30			x
La Porte, IN			\$ 20.00		
Carbondale, IL			\$ 20.00	\$ 50.00	x
Wingfootlake state park			\$ 20.00		
Warsaw			\$ 15.00		
Lake Loramine State Park, OH			\$ 20.00		
Shleby County, KY		\$ 0.20			
Lake Wales, FL	\$ 5.00	\$ 0.30			x
Elk City		\$ 0.30			
Riverside Park		\$ 0.30			
Lake Monroe Park		\$ 0.40			



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Consideration, Discussion, and Possible Approval of Lake Durant Ranger Employment Contract for Three Years at \$32,500 Per Year (C-2023-28)

Council Information / Action Requested

Approval of Lake Durant Ranger Employment Contract for Three Years at \$32,500 Per Year (C-2023-28)

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

ATTACHMENTS:

1. C-2020-28 Employment Agreement with Lake Durant Ranger Mike Ward UNSIGNED

STATE OF OKLAHOMA)
)
 COUNTY OF BRYAN) SS: AGREEMENT

This agreement entered into this ____ day of _____, 2023, by and between the City of Durant, hereinafter called "Owner" and Mike Ward, hereinafter called "Lake Ranger", WITNESSETH:

Whereas, Owner owns and operates the Lake Access Area of Lake Durant, the City reservoir and surrounding property, on behalf of the City of Durant; and

Whereas, it is in the best interest of the City of Durant that said lake and lake property be operated in such a manner as to provide services to those persons desiring to use the lake access facilities, as well as providing adequate lake access area maintenance and services; and

Whereas, the Lake ranger purports to possess the expertise necessary to achieve the goals of the City in the operation of said Lake Durant Access Area; and

Whereas, the Owner designates Mike Ward as Lake Ranger.

Now, therefore, the parties hereto agree as follows:

1. The Lake Ranger shall at all times during the continuance of the term of this agreement and any renewal or extension thereof, conduct, operate and maintain for the benefit of the public the Lake Durant Access Area for the purpose of performing the functions and furnishing of services hereinafter set out for the Lake Ranger. The Lake Ranger will provide a concession area and provide services to the public and will devote his best efforts for the accomplishment of such purposes and will at all times charge fair, reasonable and not unjust discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in the agreement that may be or appear to be contrary, it is expressly understood and agreed that the rights granted thereunder shall be provided exclusively by the Lake Ranger in the Lake Access Area subject to an exercise of option by either party to terminate this agreement. The minimum standards for the operation of the Lake Durant Access Area are as follows:
 - A. Lake Ranger will be responsible for issuing permits and enforcing fishing regulations on Lake Durant to people utilizing the lake for boating or fishing. Persons who desire to use the Lake Access Area for purposes other than boating or fishing will not be charged or be required to obtain a permit. The City will furnish supplies for this purpose.
 - B. Services provided by the Lake Ranger will, at a minimum, be from dawn until dusk for the fiscal year from July 1 through June 30 beginning with the effective date of this agreement. The Lake Ranger shall be responsible for daily enforcement of rules and issuances of permits during the fishing season. Lake Ranger will be responsible for any relief persons that will provide services required of the Lake Ranger and said employee/employees shall be paid by the Lake Ranger.
 - C. Lake Ranger shall have the exclusive right to concessions at the Lake Durant Access Area, including bait, tackle, snack bar, pop machine, or any related item. The Lake Ranger will be responsible for furnishing any bait, live wells or storage facilities for bait or food for the shack bar.
 - D. Lake Ranger will provide year-round maintenance at Lake Durant. Lake Ranger will empty trashcans and pick up trash on the grounds of the Lake Access Area and will provide mowing of the grounds around the house, gate and Lake Access Area.

- E. The Lake Ranger and any of his employees must make application for a fidelity bond to assure payment of monies to the City for permits collected. All permit money will be paid to the Durant City Treasurer daily as required by state law.
 - F. It is understood that the Lake Ranger is an independent contractor and will not receive additional benefits such as are paid or provided to regular employees. The Lake Ranger will be required to furnish his own vehicle for any supplies to be purchased and for use at the Lake Access Area.
2. Parties hereto agree that the Owner shall, as part of the consideration herein, provide as follows:
- A. A house to be utilized by Lake Ranger as his residence with all utilities paid by the City, including mobile phone service. Phone invoices must be turned into accounts payable by the 25th of each month. Lake Ranger shall be responsible for any long distance phone service.
 - B. A recreational vehicle pad and utility hook-up site for use by relief persons as may be designated by the Lake Ranger during the fishing and boating season.
 - C. Owner will provide supplies for issuance of permits and will provide mowers, trash containers, and any other grounds maintenance equipment required to maintain the grounds at the Lake Access Area.
 - D. The Owner will pay for any fidelity bond to be required of the Lake Ranger and his employees.
 - E. The Owner will provide solid waste containers and will pick up solid waste dumpsters on a regular basis.
 - F. In the event that the mowing and grounds maintenance are beyond the capability of the Lake Ranger in the opinion of the Public Works Director, the Owner shall provide additional personnel to supplement said mowing and grounds maintenance.
 - G. The Owner will be responsible for payment of any minor repairs to the house or concessions area, which cost in excess of \$50 per repair. The Lake Ranger will pay any minor repair requiring expenditure of less than \$50.
 - H. The Owner will be responsible for providing suitable lake concession facilities and office area as follows: Existing boathouse has been converted to office and concession area. Office and concession building has been equipped with insulation, wiring, lights, outlet plugs, air conditioning, and a door has been installed.
 - I. The Owner agrees to pay a monthly contract payment the day after the City council meeting for the month proceeding for services provided by the Lake Ranger for the fiscal year from July 1 through June 30 in the amount of \$2,708.34 per month. All invoices for service will need to be turned into the Accounts Payable department by the 25th of each month.
3. The parties hereto agree, on a case-by-case basis, to evaluate individual proposals for addition, renovation, alteration, and improvements to lake access buildings, facilities, grounds, and equipment and determine the extent, if any, which the Owner will participate. It is further agreed that if the Lake Ranger, at his sole cost and expense, makes said changes that when and if subject Lake Ranger vacates the facilities or cancels the agreement for any reason, the Lake Ranger may either remove said improvements at his expense within sixty (60) days or title will automatically pass to the Owner.
4. The term of this Lease is from July 1, 2023 through June 30, 2026.

5. The parties hereto agree that all monies received from permit sales shall be deposited with representative of Owner. It is further agreed that all concession sales shall be received by the Lake Ranger and shall be operated by the Lake Ranger as his business independent of the City. Lake Ranger shall be responsible for purchasing any supplies and inventory required to operate his business and shall pay for all labor for any employees hired by the Lake Ranger and also shall be required to pay for worker's compensation coverage for his employees.
6. The parties hereto agree that this agreement will continue in effect until either party gives the other party thirty (30) days written notice of cancellation of this agreement.

This agreement shall be binding upon our respective heirs and assigns.

CITY OF DURANT, OKLAHOMA

LAKE DURANT RANGER

City Manager, City of Durant

Lake Durant Lake Ranger

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Rebecca Payne, Grants Coordinator
Re: Discussion, Consideration, and Possible Action to Consider Acceptance of OK Department of Transportation TAP (Transportation Alternative Program) Grant Funding Agreement in the amount of \$674,080 to Construct the Chuckwa Creek Pedestrian Bridge. (C-2023-29)

Staff submitted a grant application in November 2022 for a funding request specifically to construct the Chuckwa Creek pedestrian bridge necessary to complete the Rails to Trails project. The Phase 2 grant was announced on April 4, 2023. ODOT will conduct the environmental and bid process, with an expected bid letting in early fall.

PHASE 1:

ODOT 2016 Award	\$ 396,630
Eng 80%	- \$ 118,560 (Durant has paid 20%)
Const Bal	\$ 278,070
Const Match Bal	\$ 69,518

OTRD 2018 Trail Award	\$ 240,000 (merged with ODOT Rails to Trails grant)
Pre 2023 TAP	\$ 587,588 (proposed Trail construction)

PHASE 2 (segmented bridge):

2023 ODOT TAP	\$ 674,080 (awarded)
DCFA Match	\$ 168,520 (20% committed)
	\$ 842,600 (bridge & associated costs)

TOTAL Phases 1 & 2 \$ 1,430,188 (available funding)

4.24.23 ENG EST \$ 1,378,943 (with contingency & Addt'l Eng costs)

Council Information / Action Requested

Approve the OK Department of Transportation TAP (Transportation Alternative Program) Grant Funding Agreement in the amount of \$674,080 to Construct the Chuckwa Creek Pedestrian Bridge. (C-2023-29)

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

Grants Department will work with the ODOT staff to ensure the grant agreement is completely executed to proceed with

the project environmental and bidding procedures.

ATTACHMENTS:

1. ODOT - TAP Combined Funding Agreement May 2023
2. ODOT - TAP Project R-2022-17 Match Commitment - Bridge

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

DURANT: RAILS TO TRAILS

Project No.: TAP-207F(112)TP

State Job No.: 32983(04)(05)

This Agreement, made the day and year last written below, by and between the City of **Durant**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
Enhancement	02	Bryan	32983(04)	TAP-207F(112)TP	Pedestrian/Bike Improvement	DURANT: RAILS TO TRAILS

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, TAP total estimated cost of **\$952,150**, as described below:

FUNDING SOURCE =>			TAP		SPONSOR		REC TRAILS	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT	Share (%)	Amount
32983(05)	Design -	\$230,140	80	\$184,112	20	\$46,028		
32983(04)	Construction - (With 6% Inspection)	\$1,378,943	Capped @	\$768,038	Remainder	\$370,905	Capped @	\$240,000
Total		\$1,609,083	Total=>	\$952,150	Total	\$416,933	Total	\$240,000

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases **(JP 32983(04)(05))** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of- way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF DURANT

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF DURANT

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date

RESOLUTION No. R-2022-17

A RESOLUTION FOR APPLICATION AND MATCH COMMITMENT

**OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT)
2022 Transportation Alternatives Grant (TAP)**

WHEREAS, the City of Durant supports the 2017 Durant Master Trails Plan, initiatives for community connectivity, promoting healthy lifestyles and outdoor recreation; and

WHEREAS, the 2016 ODOT Rails to Trails project is part of the approved Durant Master Trails Plan; and

WHEREAS, the City of Durant has received grant funding for the Phase I infrastructure project to build trail sections on the north and south sides of Chuckwa Creek; and

WHEREAS, the project budget is insufficient to construct the pedestrian bridge across Chuckwa Creek connecting the trails; and

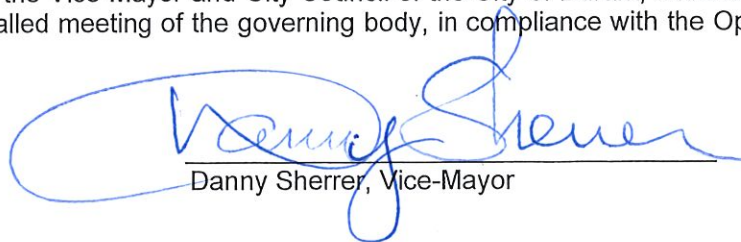
WHEREAS, the City of Durant is seeking funding to complete the Rails to Trails project; and

WHEREAS, the City of Durant is preparing a grant application through the 2022 Oklahoma Department of Transportation Program (TAP) to request funding supporting the bridge construction; and

WHEREAS, the estimated project budget total is \$ 842,600 which includes a committed minimum 20% local non-federal share cash match in an estimated amount of \$ 168,520 and a grant request of \$ 674,080 to complete a successful project; and

NOW THEREFORE, BE IT RESOLVED by the Durant City Council to support the 2022 ODOT TAP application submission with the non-federal cash match commitment, and the City of Durant's desire to obtain grant assistance for the essential bridge infrastructure.

PASSED AND APPROVED by the Vice-Mayor and City Council of the City of Durant, Oklahoma this November 8, 2022, at a regularly called meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. § 301 et seq.


Danny Sherrer, Vice-Mayor

ATTEST:


Cynthia Price, City Clerk





The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Nichole Tucker, Economic Development Director
Re: Consider Entering into Executive Session to confer on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business, specifically Project Stone. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 5/9/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Action Pursuant to Item 5a.

Council Information / Action Requested

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

ATTACHMENTS: