

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
AMENDED AGENDA**

February 13, 2024

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

1. United Acts of Kindness Day Proclamation - February 17, 2024

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.

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of January 9, 2024
- b. Consider Approval of Special Called Meeting Minutes of January 30, 2024 at 5:00 p.m.

- c. Consider Approval of Special Called Meeting Minutes of January 30, 2024 at 6:00 p.m.
- d. Consider Approval of Budget Supplements BA 24-8
- e. Consider Approval of AirMedCare Network Group Agreement for City of Durant
- f. Consider Approval of Mayoral Recommendation to Appoint Vice Mayor Mike Simulescu to the Durant Industrial Authority Board
- g. Consider Mayoral Recommendation for Nominations to the OMAG Board of Trustees

2. Consider Items Removed from Consent

3. Information Items

- a. Financial Statements December 2023 and Sales Tax Report January 2024

4. Administration

- a. Discussion, Consideration and Possible Action on the Mutual Aid Agreement Between the City of Durant, Oklahoma and the Chickasaw Nation Emergency Management Office. (C-2024-07)
- b. Consider Approval of Resolution Appointing Economic Development Director Kathy Moore to the Southern Oklahoma Development Association (SODA) Board of Directors (R-2024-02)
- c. Discuss and Consider City Owned Property Located at 301 N. Sixteenth, Durant, OK, and Take Possible Action
- d. Consideration for Approval to Reallocate Capital Improvement Funds in the Amount of \$50,000 to Rebuild Keithley Park Restroom and Purchase New Fixtures for Carl Albert Park, Keithley Park and Dixon Durant Park Bathrooms
- e. Discussion, Consideration and Possible Approval of Calendar Year 2024 Pool Schedule
- f. Consideration for Reallocation of \$30,000 for 6 Beautification Projects
- g. Consider Approval of the Request from the Oklahoma Electric and Gas Company for an Underground Easement at Tom Smith Road
- h. Consider Approval of the Request from Oklahoma Electric and Gas Company for an Underground Easement at Cemetery and Highway 70

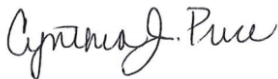
- i. Consider Approval of Request for a Resolution of Support for the N. 5th and N. 6th Avenue Bike/Pedestrian Connectivity Project Between Southeastern Oklahoma State University and Historic Downtown Durant (R-2024-03)
- j. Consider Approval to Declare City Owned Real Estate Parcel Located at the Intersection of Big Lots Parkway and Ninth Avenue as Surplus and Put Out for Bid
- k. Consideration and Approval of Replat Request for Vickie Stachowski
- l. Consideration and Approval for a Rezone Request for Vickie Stachowski
- m. Provide Update Regarding the 1/5/2022 Code/Ordinance Consulting Agreement with Crafton Tull and Take Possible Action
- n. Discussion, Consideration and Possible Action on Allowing Magnolia Villias LP to Connect to City Sewer

5. 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 14th day of November, 2023 and that an agenda of said meeting was posted at the place of such meeting at 2:30 p.m. on the 8th day of February, 2024. An amended agenda of said meeting was posted at the place of such meeting at 4:05 p.m. on the 9th day of February, 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of January 9, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of January 9, 2024

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

ATTACHMENTS:

1. Durant City Council Minutes 01092024 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 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 2:25 p.m. on the 5th day of January 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
January 9, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Mayor Tucker called the meeting to order at 6:01 p.m.

INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation. Council Member Humphrey Miller led the flag salute.

ROLL CALL

Present:

Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Attorney Tom Marcum
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:

None

PRESENTATIONS

1. Presentation of Employee Services Awards for 4th Quarter 2023

The following employees received service awards:

5 YEARS

Christine Berlin (Dispatch)
Mark Idell (Police)
John Puana (Police)

10 YEARS

Tony Baeza (Street Dept)
Brian Baldwin (Landfill)
Jennifer Simpkins (Library)

15 YEARS

Wesley Crank (Police)

20 YEARS

Collin Gordon (Fire)
Brock Jones (Police)

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 Special Called Meeting Minutes of December 12, 2023
- b. Consider Approval of Regular Meeting Minutes of December 12, 2023
- c. Consider Approval of Budget Supplements BA-24-7
- d. Consider Approval of Mayoral Recommendation of Taylor Downs to Fill the Position of Education Advisory Trustee on the Durant Industrial Authority Board
- e. Consider Approval of Mayoral Recommendation to the Durant Industrial Authority Board
- f. Discussion, Consideration and Possible Action to Consider Adoption of the 2024 Citizen Participation Plan – Required for all Community Development Block Grant (CDBG) Applications and Closeout Process for CDBG Funded Projects.

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. Financial Statements November 2023 and Sales Tax Reports December 2023

4. Administration

- a. Consider Approval of Police Department Policies as Part of the Collective Bargaining Agreement with the Fraternal Order of Police.

Motion To: Approve Police Department Policies as Part of the Collective Bargaining Agreement with the Fraternal Order of Police

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Miller, Sherrer, Simulescu, Tucker

Nays: Fuller

Abstain: None

- b. Consideration for Approval of Purchasing a Chevy 4WD 1500 Crew Cab for \$43,402 from Joe Cooper Chevrolet State Contract SW0035, #25101507

Motion To: Approve Purchase of a Chevy 4WD 1500Crew Cab for \$43,402 from Joe Cooper Chevrolet State Contract SW0035, #25101507

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- c. Consideration Approval of Resolution Establishing Fees and Costs Charged by the City of Durant and Durant City Utilities Authority for Durant Services

Motion To: Approve Resolution Establishing Fees and Costs Charged by the City of Durant and Durant City Utilities Authority for Durant Services (R-2024-01)

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- d. Discussion, Consideration and Possible Action on Allowing the Residence at 17 Engles Drive To Extend Sewer To the City of Durant Sewer System

Motion To: Allow Residence at 17 Engles Drive to Extend Sewer to the City of Durant Sewer System

Motion By: Mike Simulescu

Seconded By: Martin Tucker

Ayes: Sherrer, Simulescu, Tucker

Nays: Fuller, Miller

Abstain: None

- e. Discussion, Consideration and Possible Action on Allowing Developer TURPI LLC to Connect to City Sewer Service

No action.

- f. Discussion, Consideration and Possible Action on Allowing Developer Derick Brewer to Connect to City Water and City Sewer off of McLean Road.

Motion To: Allow Developer Derick Brewer to Connect to City Water and City Sewer off of McLean Road

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- g. Consider Approval of Maintenance Agreement By and Between City of Durant and the Oklahoma Department of Transportation for Federal-Aid Program Project Number NHPP-207N(085)FP, Job Piece Number 31855(04) for the Installation of Traffic Signals at the US-69/75 Frontage Road and Choctaw Road Intersection (C-2024-02)

Motion To: Approve Maintenance Agreement By and Between the City of Durant and the Oklahoma Department of Transportation for Federal Aid Program Project Number NHPP-207N(085)FP, Job Piece Number 31855(04) for Traffic Signals at the US-69/75 Frontage Road and Choctaw Road Intersection (C-2024-02)

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- h. Consider Approval of Maintenance Agreement By and Between City of Durant and the Oklahoma Department of Transportation for Federal-Aid Program Project Number NHPP-207N(085)FP, Job Piece Number 31855(04) for the Installation of Highway Illumination Along US-69/75 from Rose Hill Bridge to US-70 (C-2024-03)

Motion To: Approve Maintenance Agreement By and Between City of Durant and the Oklahoma Department of Transportation for Federal-Aid Program Project Number NHPP-207N(085)FP, Job Piece Number 31855(04) for Highway Illumination Along US 69/75 from Rose Hill Bridge to US-70 (C-2024-03)

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- i. Consideration and Approval for Preliminary Plat Request for Goad Construction Inc and Dale Goad Construction Inc.

Motion To: Approve Preliminary Plat Request for Goad Construction Inc. and Dale Goad Construction Inc. Contingent Upon Applicant Granting Easement to the City of Durant as a Route of Secondary Ingress and Egress for Public Safety With Said Easement Being Located

From Dale Goad's South Property Up Through Lot 11 to the Cul-De-Sac

Motion By: Lauran Fuller

Seconded By: Martin Tucker

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

5. Executive Session

- a. Consider Entering Into Executive Session to Discuss Protected Information as It Pertains to Clarola Rose's OkMRF Retirement Benefits. This Executive Session Authorized by Title 25, Section 307 B(7) of the Oklahoma States Statutes.

Motion To: Enter Into Executive Session

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Action Pursuant to Executive Session Item 5(a)

Motion To: Approve Lump Sum Payout of Clarola Rose's OkMRF Retirement Benefits in the Amount of \$3,286,75

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- c. Considering Entering into Executive Session as Authorized by Title 25 O.S. Section 307 B(1) to Discuss Possible Hiring of City Manager

Motion To: Enter Into Executive Session Item

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

d. Consider Action Pursuant to Executive Session Item 5(c)

No Action

6. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of January 30, 2024 at 5:00 p.m.

Council Information / Action Requested

Approval of Special Called Meeting Minutes of January 30, 2024 at 5:00 p.m.

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

ATTACHMENTS:

1. Special Called Durant City Council Meeting Minutes 01302024 5pm 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 25th day of January, 2024 and that an agenda of said meeting was posted at the place of such meeting at 7:40 a.m. on the 26th day of January, 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
January 30, 2024 AT 5:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Mayor Tucker called the meeting to order at 5:00 p.m.

INVOCATION/FLAG SALUTE

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
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Attorney Tom Marcum
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Executive Session

- a. Considering Entering into Executive Session as Authorized by Title 25 O.S. Section 307 B(1) to Discuss Possible Hiring of City Manager

Motion To: Enter into Executive Session

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

b. Consider Action Pursuant to Executive Session Item 1(a)

Motion To: Hire Pam Polk as the City Manager and Approve an Employment Agreement with Ms. Polk, the Terms of Which Include a Base Salary with Benefits with an Anticipated Start Date of April 5, 2024.

Motion By: Lauran Fuller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of January 30, 2024 at 6:00 p.m.

Council Information / Action Requested

Approval of Special Called Meeting Minutes of January 30, 2024 at 6:00 p.m.

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

ATTACHMENTS:

1. Special Called Durant City Council Meeting Minutes 01302024 6pm 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 23rd day of January, 2024 and that an agenda of said meeting was posted at the place of such meeting at 3:10 p.m. on the 23rd day of January, 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
January 30, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Mayor Tucker called the meeting to order at 6:01 p.m.

INVOCATION/FLAG SALUTE

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
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Attorney Tom Marcum
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:
None

ORDER OF BUSINESS

1. Administration

- a. Town Hall Meeting - Discuss Municipal Sales Tax Election on February 13, 2024

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 24-8

Consider Approval of Budget Supplements BA 24-8

#235 APPROPRIATE FUNDS OF GF DONATION ANIMAL SHELTER, EMG GRANT- TRAINING & OPERT EXPENDITURE

#236 APPROPRIATE FUNDS OF WORKERS COMP ACCESS INSURANCE

#237 APPROPRIATE FUNDS OF AIRPORT SECURITY SYSTEM

#238 APPROPRIATE FUNDS OF FEMA GRANT -TALKED HEADSET & REFUND BERLIN

#239 APPROPRIATE FUNDS OF AIRPORT HANGAR DOOR REPAIR

#240 APPROPRIATE FUNDS OF DWRF LIBRARY PENDLETON TRUST MONTHLY REVENUE

#241 APPROPRIATE FUNDS OF DCUA WASTEWATER TREATMENT UNIFORMS EXPENSE

#235 APPROPRIATE FUNDS OF CEMETERY BUILDING CLEANING EXPENSES

Council Information / Action Requested

Approval of BA 24-8

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

ATTACHMENTS:

1. BA 24-8-55-62



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT06552 - BA 24-8-55-62

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000235	FY 23/24 ORIGINAL BUDGET	BA 24-8-55 GF OPERATION EXP, DONATION & EMG GRANT	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-361-4000	MISC. REVENUE	BA 24-8-55 GF OPERATION EXP,FACODE REFU	-114,912.00	-175.00	-115,087.00
February:	-175.00				
001-000-361-4000	MISC. REVENUE	BA 24-8-55 GFANIMAL SHELTER DONATION	-114,912.00	-150.00	-115,062.00
February:	-150.00				
001-000-362-2200	EMERGENCY MGMT GRANTS	BA 24-8-55 GF EMG GRANT	0.00	-800.00	-800.00
February:	-800.00				
001-001-570-7200	TRAINING AND TRAVEL	BA 24-8-55 GF OPERATION EXP, LEGAL SERV	16,900.00	-10,000.00	6,900.00
February:	-10,000.00				
001-003-510-1100	SALARIES AND WAGES	BA 24-8-55 GF OPERATION EXP, DONATION &	257,020.02	-1,400.00	255,620.02
February:	-1,400.00				
001-003-510-1202	SPECIAL PAY-LEAVE & BONUS A	BA 24-8-55 GF OPERATION EXP, DONATION &	0.00	1,400.00	1,400.00
February:	1,400.00				
001-003-570-7200	TRAINING AND TRAVEL	BA 24-8-55 GF OPERATION EXP, LEGAL SERV	12,900.00	-10,000.00	2,900.00
February:	-10,000.00				
001-004-530-3057	CONTRACT SERVICES	BA 24-8-55 GF OPERATION EXP, LEGAL SERV	100,000.00	30,000.00	130,000.00
February:	30,000.00				
001-005-510-1100	SALARIES AND WAGES	BA 24-8-55 GF OPERATION EXP,LEGAL SERV	3,380,187.85	-10,000.00	3,370,187.85
February:	-10,000.00				
001-018-570-7200	TRAINING AND TRAVEL	BA 24-8-55 GF OPERATION EMG GRANT	3,000.00	800.00	3,800.00
February:	800.00				
001-019-570-0013	EMPL. PHYSICALS & DRUG TES	BA 24-8-55 GF OPERATION EXP, DONATION &	10,000.00	3,500.00	13,500.00
February:	3,500.00				
001-019-570-0017	MAIN STREET PROGRAM MATC	BA 24-8-55 GF OPERATION FACODE REFUND	35,000.00	175.00	35,175.00
February:	175.00				
001-019-570-7010	A & G MISCELLANEOUS	BA 24-8-55 GF OPERATION EXP, DONATION &	99,340.00	25,000.00	124,340.00
February:	25,000.00				
001-019-570-7800	FUND RESERVE	BA 24-8-55 GF OPERATION EXP, DONATION &	102,655.00	-28,500.00	74,155.00
February:	-28,500.00				
001-022-550-5658	BUILDING MAINTENANCE	BA 24-8-55 GF P, DONATION ANIMAL SHLTER	5,000.00	150.00	5,150.00
February:	150.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000236	FY 23/24 ORIGINAL BUDGET	BA 24-8-56 WC EXCESS INSURANCE	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
012-090-530-3010	EXCESS W.C. RISK INSURANCE	BA 24-8-56 WC EXCESS INSURANCE	130,000.00	19,520.00	149,520.00
February:	19,520.00				
012-090-570-7800	FUND RESERVE	BA 24-8-56 WC EXCESS INSURANCE	153,767.00	-19,520.00	134,247.00
February:	-19,520.00				

Adjustment Number	Budget Code	Description	Adjustment Date
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Budget Adjustment Register

Packet: GLPKT06552 - BA 24-8-55-62

BA0000237 FY 23/24 ORIGINAL BUDGET

BA 24-8-57 CI REAPPROPRIATE TO AIRP SECURITY

2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-065-550-5805	EQUIPMENT	BA 24-8-57 CI REAPPRT TO AIRP SECURITY	91,842.00	33,496.00	125,338.00
February:	33,496.00				
015-065-560-6014	EMERGENCY BACK UP GENERA	BA 24-8-57 CI REAPPROPRIATE TO AIRP SECUR	40,000.00	-33,496.00	6,504.00
February:	-33,496.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000238	FY 23/24 ORIGINAL BUDGET	BA 24-8-58 FEMA GRANT & BERLINE REFUND	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
101-000-361-4000	MISC. REVENUE	BA 24-8-58 BERLINE REFUND	0.00	-13.00	-13.00
February:	-13.00				
101-000-361-4000	MISC. REVENUE	BA 24-8-58 FEMA GRANT TALKED HEADSET	0.00	-2,993.00	-2,993.00
February:	-2,993.00				
101-007-550-5865	COMM. EQUIP.	BA 24-8-58 FEMA GRANT TALKED HEADSET	5,000.00	2,993.00	7,993.00
February:	2,993.00				
101-007-570-7010	MISC. EXPENSES	BA 24-8-58 BERLINE REFUND	0.00	13.00	13.00
February:	13.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000239	FY 23/24 ORIGINAL BUDGET	BA 24-8-59 HANGAR HYDRAULIC DOOR BEFORE OMAG PYMT	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-301-1000	BEGINNING UNENCUMBERED	BA 24-8-59 HANGAR HYDRAULIC DOOR	-131,112.96	-10,819.00	-141,931.96
February:	-10,819.00				
206-065-550-5659	HANGARS BLDG. MAINTENANC	BA 24-8-59 HANGAR HYDRAULIC DOOR BEFO	65,709.00	10,819.00	76,528.00
February:	10,819.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000240	FY 23/24 ORIGINAL BUDGET	BA 24-8-60 DWRF LIBRARY PENDLETON TRUST	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 24-8-60 DWRF LIBRARY PENDLETON TRUST	-37,569.00	-4,674.00	-42,243.00
February:	-4,674.00				
350-000-363-1000	PENDLETON TRUST	BA 24-8-60 DWRF LIBRARY PENDLETON TRUST	-37,569.00	-377.00	-37,946.00
February:	-377.00				
350-015-550-5605	PENDLETON TRUST MAINT/PR	BA 24-8-60 DWRF LIBRARY PENDLETON TRUST	314,995.00	5,051.00	320,046.00
February:	5,051.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000241	FY 23/24 ORIGINAL BUDGET	BA 24-8-61 WWTP UNIFORMS	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-028-550-5836	SLUDGE DISPOSAL	BA 24-8-61 WWTP UNIFORMS	15,000.00	-5,000.00	10,000.00
February:	-5,000.00				
405-028-550-5854	UNIFORMS	BA 24-8-61 WWTP UNIFORMS	7,500.00	5,000.00	12,500.00
February:	5,000.00				

Budget Adjustment Register

Packet: GLPKT06552 - BA 24-8-55-62

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000242	FY 23/24 ORIGINAL BUDGET	BA 24-8-62 BULDING CLEAN	2/13/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
610-000-361-4000	MISC. REVENUE	BA 24-8-62 BULDING CLEAN	-125.00	-600.00	-725.00
February:				-600.00	
610-050-550-5658	BUILDING AND MAINTENANCE	BA 24-8-62 BULDING CLEAN	1,000.00	600.00	1,600.00
February:				600.00	

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
24	FY 23/24 ORIGINAL BUDGE	001-000-361-4000	MISC. REVENUE	-114,912.00	-325.00	-115,237.00
		001-000-362-2200	EMERGENCY MGMT GRANTS	0.00	-800.00	-800.00
		001-001-570-7200	TRAINING AND TRAVEL	16,900.00	-10,000.00	6,900.00
		001-003-510-1100	SALARIES AND WAGES	257,020.02	-1,400.00	255,620.02
		001-003-510-1202	SPECIAL PAY-LEAVE & BONUS ACC	0.00	1,400.00	1,400.00
		001-003-570-7200	TRAINING AND TRAVEL	12,900.00	-10,000.00	2,900.00
		001-004-530-3057	CONTRACT SERVICES	100,000.00	30,000.00	130,000.00
		001-005-510-1100	SALARIES AND WAGES	3,380,187.85	-10,000.00	3,370,187.85
		001-018-570-7200	TRAINING AND TRAVEL	3,000.00	800.00	3,800.00
		001-019-570-0013	EMPL. PHYSICALS & DRUG TESTIN	10,000.00	3,500.00	13,500.00
		001-019-570-0017	MAIN STREET PROGRAM MATCH	35,000.00	175.00	35,175.00
		001-019-570-7010	A & G MISCELLANEOUS	99,340.00	25,000.00	124,340.00
		001-019-570-7800	FUND RESERVE	102,655.00	-28,500.00	74,155.00
		001-022-550-5658	BUILDING MAINTENANCE	5,000.00	150.00	5,150.00
		012-090-530-3010	EXCESS W.C. RISK INSURANCE	130,000.00	19,520.00	149,520.00
		012-090-570-7800	FUND RESERVE	153,767.00	-19,520.00	134,247.00
		015-065-550-5805	EQUIPMENT	91,842.00	33,496.00	125,338.00
		015-065-560-6014	EMERGENCY BACK UP GENERATO	40,000.00	-33,496.00	6,504.00
		101-000-361-4000	MISC. REVENUE	0.00	-3,006.00	-3,006.00
		101-007-550-5865	COMM. EQUIP.	5,000.00	2,993.00	7,993.00
		101-007-570-7010	MISC. EXPENSES	0.00	13.00	13.00
		206-000-301-1000	BEGINNING UNENCUMBERED	-131,112.96	-10,819.00	-141,931.96
		206-065-550-5659	HANGARS BLDG. MAINTENANCE	65,709.00	10,819.00	76,528.00
		350-000-363-1000	PENDLETON TRUST	-37,569.00	-5,051.00	-42,620.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	314,995.00	5,051.00	320,046.00
		405-028-550-5836	SLUDGE DISPOSAL	15,000.00	-5,000.00	10,000.00
		405-028-550-5854	UNIFORMS	7,500.00	5,000.00	12,500.00
		610-000-361-4000	MISC. REVENUE	-125.00	-600.00	-725.00
		610-050-550-5658	BUILDING AND MAINTENANCE	1,000.00	600.00	1,600.00
			24 Total:	4,563,096.91	0.00	4,563,096.91
			Grand Total:	4,563,096.91	0.00	4,563,096.91

Fund Summary

Fund	Before	Adjustment	After
Budget Code:24 - FY 23/24 ORIGINAL BUDGET Fiscal: 2023-2024			
001	3,907,090.87	0.00	3,907,090.87
012	283,767.00	0.00	283,767.00
015	131,842.00	0.00	131,842.00
101	5,000.00	0.00	5,000.00
206	-65,403.96	0.00	-65,403.96
350	277,426.00	0.00	277,426.00
405	22,500.00	0.00	22,500.00
610	875.00	0.00	875.00
Budget Code 24 Total:	4,563,096.91	0.00	4,563,096.91
Grand Total:	4,563,096.91	0.00	4,563,096.91



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Consider Approval of AirMedCare Network Group Agreement for City of Durant

This is a twelve (12) month agreement covering April 18, 2024, to April 18, 2025. We have had an agreement with AirMedCare since April 2010.

Council Information / Action Requested

Approval of AirMedCare Network Group Agreement for City of Durant.

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

ATTACHMENTS:

1. City of Durant 2024-Invoice
2. City of Durant 2024-Agreement

Invoice

City of Durant
 300 W Evergreen
 Durant, OK 74701

For: AMCN Membership
 Invoice#: 3702-02022024
 Friday, February 02, 2024

Quantity	Type	Price Per Unit	Names and Dates	Amount
223	Census Slots	\$70.00	City of Durant HHID: 522000 4/18/2024-4/18/2025	\$15,610.00
5	Census Slots	\$70.00	50% of growth over past year	\$350.00
				\$15,960.00

Credit Card Type	Credit Card Number Information
☐ Visa	#: _____ Exp Date: __/__/__ Authorization Code: _____ Signature: _____
☐ Mastercard	
☐ American Express	
☐ Other	

Please make all checks payable to **Air Med Care Network**
 Mail to: **PO Box 948 West Plains, MO 65775**

If you have any questions concerning this invoice, please contact:
 Keely McCormack at 417-257-1227 or email keely.mccormack@gmr.net

Terms and Conditions

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT**



TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association (“**Rules**”), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. The arbitrator is not authorized to award attorney’s fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing. *Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.





Plan Code: 3702

**AirMedCare Network Group Full Census Membership
For City of Durant**

Organization: City of Durant
Physical Address: 300 W Evergreen
Durant, OK 74701
Mailing Address:
Contact: Brandi Nelson
Phone: 580-931-6640
Email: blynn@durant.org
County: Bryan

Membership Sales Manager/Base: Tammy Lewis/AE65

Participants:

1. The Organization is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - o A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
2. For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with an updated census list.

Fees and Payment:

No. of Participants in							
Initial Group		Annual Rate				Total	
		Census Slots		\$	70.00	\$	-
				Total		\$	-

1. The initial number of Census Slots is based on the actual number of current active employees as of the commencement date of the Membership Plan.
2. On each anniversary the Membership Plan commencement date, the Parties shall conduct an employee census to determine the then current number of active employees.
 - If the census shows an increase in the number of active employees, then the Census Slots (for purposes of calculating the fees) will be equal to the then current number of active employees plus 50% of the employee total growth from the previous year. For example, if the employee count for the prior year was 100, and the number of employees increases by 10, then the Census Slots would equal 115 ($100 + 10 + 10 * .50 = 115$).
 - If the census shows a decrease in the number of active employees, then the Census Slots (for purposes of calculating the fees) will be the then current active employee count.

General Provisions:

1. Participant memberships will be effective upon AirMedCare Network' receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) monthly employee census list completed by the Participants/Company. Memberships will automatically expire for an employee at the time they are no longer employed with the company. No refunds.
2. AirMedCare Network agrees that Participant Lists (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
3. This membership plan will be effective for 12 months, effective as of 4/18/2024, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of

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the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.

4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.
5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

_____ Signature	_____ Signature
_____ Printed Name	Matt Muse Printed Name
_____ Title	Vice President of GMR Membership Title
_____ Organization Name	Membership Division
_____ Date	_____ Date

Exhibit A Terms and Conditions

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

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2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

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of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

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9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. ARBITRATION AGREEMENT. Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("Rules"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL

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PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Paul Buntz, Interim Director of Economic Development
Re: Consider Approval of Mayoral Recommendation to Appoint Vice Mayor Mike Simulescu to the Durant Industrial Authority Board

The term of Mike Davis, one of the mayoral appointees, expired February 1st. This position is for a full four-year term. Mayor Tucker recommends Vice Mayor Mike Simulescu for appointment.

Council Information / Action Requested

Approval of Mayoral Recommendation to Appoint Vice Mayor Mike Simulescu to the Durant Industrial Authority Board

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

ATTACHMENTS:

1. Appt of Dr Simulescu to the DIA Board

To: Mayor and City Council Members

From: Paul Buntz, Interim Economic
Development Director

Re: Appointment of Vice-Mayor Simulescu to the Durant Industrial Authority for Vacant Seat

The Mayor serves on the Durant Industrial Authority and also makes 2 appointments to the Authority, as follows:

*"(1) The Trustees of this Trust shall be seven (7) in number as follows:
The person who shall be the incumbent Mayor of the City of Durant, Oklahoma or
designee; The Executive Director of the Durant Chamber of Commerce or designee;
The Chief Executive Officers, or designees, of each Locally Chartered Bank, up to a
maximum of two (2) Trustees. For the purpose of this Indenture, the term "Locally
Chartered Banks" shall mean banks which have their Main Office located in Durant,
Oklahoma. In the event there are less than two (2) Locally Chartered Banks, the
remaining Trustee position shall be filled as an additional "Bank Rotating Trustee";
The Chief Executive Officer, or designee of a bank with a location in Durant, Oklahoma,
as chosen by a majority of the Trustees of the Trust, which position shall be a two (2) year
rotating term between the remaining banks with locations in Durant, Oklahoma, as chosen
by a majority of the Trustees on each second anniversary of the prior appointment. This
Trustee shall be referred to as the "Bank Rotating Trustee"; All of the foregoing shall be ex
officio voting Trustees. The remaining two (2) Trustees shall be persons designated by the Mayor
of the City of Durant, Oklahoma, subject to the approval of a majority of the members of the
governing body of said City. Each Trustee shall serve a four (4) year term, with the exception of
the two (2) year rotating term served by the Bank Rotating Trustee. The Trustees of this Trust
shall be residents of the City of Durant, Oklahoma.*

The term of Mike Davis, one of the mayoral appointees, expired February 1. Dr. Davis informed me in an email dated February 6, 2024 that he was not seeking reappointment due to the time commitment he has made to serve on the board of other civic organizations such as the Crisis Control Center Board. Mayor Tucker informed me that he plans to appoint Vice-Mayor Simulescu to serve a new 4 year term on the DIA subject to confirmation by the City Council.



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Mayoral Recommendation for Nominations to the OMAG Board of Trustees

There are two positions coming open on the Board of Trustees of the Oklahoma Municipal Assurance Group. These positions are for three year terms. Mayor Tucker recommends Michael Bailey of Bartlesville and Craig Stephenson of Ponca City (nomination forms are attached).

Council Information / Action Requested

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

ATTACHMENTS:

1. OMAG Nomination Letter and Forms



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

TO: Clerk of Member Cities and Towns of the
Oklahoma Municipal Assurance Group (OMAG)

FROM: Suzie Paulson, OMAG Executive Director

DATE: January 12, 2024

SUBJECT: 2024 Notice of Trustees Election

Notice is hereby given that two (2) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group are to be filled by election to three-year terms commencing on July 1, 2024. The present office holders whose positions will expire are:

Mr. Michael Bailey, City Manager of the City of Bartlesville
Mr. Craig Stephenson, City Manager of the City of Ponca City

The remaining members on the Board of Trustees are:

Mr. Justin Battles, Assistant City Manager of the City of Mustang
Mr. Tim Lyon, City Manager of the City of Midwest City
Ms. Lindsey Moak-Grigg, City Clerk of the City of El Reno
Ms. Vickie Patterson, City Manager of the City of Broken Bow
Ms. Pam Polk, City Manager of the City of Collinsville

Each municipality that has adopted the *Agreement Establishing the Oklahoma Municipal Assurance Group* may nominate up to two candidates using the attached nomination form. Nominations must be received by OMAG no later than March 15, 2024.

Each nominee must be an elected or appointed official of an OMAG-member municipality.

The election will be conducted by mail ballot in May. Only those candidates nominated by this process will appear on the election ballot.

Your nomination must be:

1. *Submitted on the attached form; and*
2. *Signed by the Mayor; and*
3. *Attested to by the City Clerk; and*
4. *Returned to OMAG no later than March 15, 2024, by: (a) faxing to OMAG at (405) 657-1401; (b) emailing to elections@omag.org or (c) sending the form by mail.*

If you have any questions about this election process, please contact Brian Holland at bholland@omag.org.

2024 NOMINATION TO THE OMAG BOARD OF TRUSTEES

Nominee's Name: Craig Stephenson

Check One: ☐ Nominee is an Official of This Municipality

☒ Nominee is an Official of the City/Town of: Ponca City

Nominee's Office: Position Title: City Manager

Position Type: ☐ Elected Official ☒ Employee ☐ Other

Rules Regarding the Biographical Sketch:

- Maximum of 50 words. If longer, only the first 50 words will be published on the ballot.
- Sketch will be published as written and without corrections.

Nominee's Biographical Sketch: _____

The City/Town of Durant hereby nominates the above-named person as a Candidate for a three-year term on the OMAG (Oklahoma Municipal Assurance Group) Board of Trustees for the term commencing on July 1, 2024.

Signed: _____
Mayor

Attest: _____
Clerk

Date: _____

2024 NOMINATION TO THE OMAG BOARD OF TRUSTEES

Nominee's Name: Michael Bailey

Check One: ☐ Nominee is an Official of This Municipality

☒ Nominee is an Official of the City/Town of: Bartlesville

Nominee's Office: Position Title: City Manager

Position Type: ☐ Elected Official ☒ Employee ☐ Other

Rules Regarding the Biographical Sketch:

- Maximum of 50 words. If longer, only the first 50 words will be published on the ballot.
- Sketch will be published as written and without corrections.

Nominee's Biographical Sketch: _____

The City/Town of Durant hereby nominates the above-named person as a Candidate for a three-year term on the OMAG (Oklahoma Municipal Assurance Group) Board of Trustees for the term commencing on July 1, 2024.

Signed: _____
Mayor

Attest: _____
Clerk

Date: _____



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Financial Statements December 2023 and Sales Tax Report January 2024

Attached Statements are :

December 2023

Fund 001 - General Fund

Fund 015 - Capital Improvements Fund

Fund 405 - DCUA Fund

And

January 2024

1% Sales Tax 10-Y Average Sheet

1% Sales Tax Breakdown

1% Sales Tax Monthly Average

Council Information / Action Requested

Information Only

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

ATTACHMENTS:

1. Dec. 2023 General Fund (001) Revenue & Expense Report
2. Dec. 2023 CI REV and Expenses
3. Dec. 2023 DCUA Revenue & Expense Report
4. January 2024 1% 10-Y Sales Tax Sheet
5. January 2024 Sales Tax Breakdown
6. January 2024 1% Sales Tax Monthly Average

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
DECEMBER 2023 - 50.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
Sales Tax (2%)	831,569	5,145,245	9,107,643	56.49%
Use Tax	248,815	1,503,587	2,036,880	73.82%
Alcoholic Beverage Tax	16,071	102,958	220,000	46.80%
Tobacco Excise Tax	11,448	72,406	170,000	42.59%
Telephone Franchise Tax	2	118	75,000	0.16%
Electric Service Franchise Tax	78,878	780,507	1,945,000	40.13%
Natural Gas Franchise Tax	5,353	24,728	512,000	4.83%
Cable TV Service Franchise Tax	-	30,152	150,000	20.10%
Vehicle Tax	12,253	67,320	135,000	49.87%
Gasoline Excise Tax	2,872	17,812	50,000	35.62%
Licenses - All Types	2,210	15,395	17,000	90.56%
Permits - All Types	30,035	225,734	346,000	65.24%
Swimming Pool Revenues	-	38,617	65,500	58.96%
Library Café Revenues	391	1,980	3,000	65.99%
Parks & Rec. Facility Rent Rev	-	185	-	0.00%
Charges For Services	630	57,395	34,000	168.81%
Police Bonds & Fines	56,235	314,071	581,400	54.02%
Interest Earnings	75,763	116,126	35,000	331.79%
Grant Revenues	50	26,328	94,753	27.79%
Miscellaneous Revenues	27,114	183,667	184,762	99.41%
Sub-Total Revenues	1,399,688	8,724,331	15,762,938	55.35%
Transfer from Emp Insurance	-	-	- %	
Transfer from Utility Authority	191,667	1,150,002	2,300,000	50.00%
	191,667	1,150,002	2,300,000	50.00%
USE OF FUND BALANCE		0	3,101,545	
Total Revenues & Other Financing Sources	1,591,355	9,874,333	21,164,483	46.66%
Department:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
City Administration	53,965	498,492	791,426	62.99%
City Clerk	7,715	41,044	102,086	40.21%
City Treasurer	28,752	190,257	416,007	45.73%
Legal Services - Attorney	5,250	55,458	100,000	55.46%
Law Enforcement - Police Dept	496,135	2,800,713	6,183,801	45.29%
Neighborhood Services	31,472	182,164	569,238	32.00%
Fire Dept	310,376	2,119,266	4,301,079	49.27%
Parks, Rec & General Services	59,995	406,413	956,891	42.47%
Swimming Pool	4,443	69,512	221,619	31.37%
Municipal Court	9,765	105,235	194,523	54.10%
Community Development	29,724	158,625	525,068	30.21%
Public Library	59,276	397,579	812,600	48.93%
Street Department	81,416	582,678	1,842,576	31.62%
Economic Development	6,609	80,066	192,197	41.66%
Civil Emergency Management	35,729	220,047	570,587	38.56%
General Government	57,289	355,714	1,161,677	30.62%
City Garage	19,775	131,660	335,336	39.26%
Senior Citizens Center	6,006	49,389	158,092	31.24%
Sub-Total Operating Expenditures	1,303,692	8,444,311	19,434,804	43.45%
Other Financing Uses:				
P. TRSF to I.T. service Fund	-	-	-	
Transfer to Insurance Cash Fund	-	131,879	131,879	100.00%
Transfer to Airport Authority	-	-	300,000	0.00%
Transfer to 911 Tax Fund	33,333	199,998	400,000	50.00%
Transfer to DMSC Fund	-	-	200,000	0.00%
Transfer to Capital Impr. Fund	-	-	7,800	0.00%
Transfer to Cemetery Operations Fund	7,500	45,000	90,000	50.00%
Transfer to DCUA Fund	-	600,000	600,000	100.00%
Sub-Total Transfers Out	40,833	976,877	1,729,679	56.48%
Total Expenditures & Other Financing Sources	1,344,525	9,421,188	21,164,483	44.51%
Net Gain / (Loss) - Excluding Balance Forward	246,831	453,145	0	

City of Durant, Oklahoma
Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report
DECEMBER 31, 2023

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget
Interest Earnings	10,508	16,086	-
Miscellaneous	300	300	-
CCPF Donation	-	158,800	300,000
FAA Grant	-	-	332,070
ODOT Streetscape V Grant	-	-	399,968
Private Donation	-	-	12,533
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	18,325
2021 ARPA Grant	-	-	-
OWBR Loan Proceeds	-	157,030	2,146,003
Grant-2019 BOR-WEED	-	-	-
Grant-2018 BOR-SWEP	-	-	-
FEDERAL & STATE GRANT REIMB	-	-	-
FY17 Land and Water Grant CA Park	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
DOT REIMB. 78S UTILITY RE	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	-	189,678
County Fire Tax Fund	-	-	-
Sub-Total Revenues	10,808	332,216	3,398,577
TRSF From General Fund	-	-	7,800
TRSF From 1% S.T. Rev. Fund	202,966	1,295,711	2,000,000
TRSF From Airport Authority	-	-	-
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	125,000	750,000	1,500,000
TRSF FROM DCFA- TRAILS MATCH	-	-	-
REIMB FROM CDBG	-	-	-
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	-	9,901,608
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Transfer from 2023 CWSRF 210-058	-	-	22,534,500
Equipment Financing	-	625,000	2,459,000
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	327,966	2,670,711	51,073,708
Balance Forward from FY20 (Unaudited)			3,846,625
Total Revenue & Other Financing Sources	338,774	3,002,927	58,318,910

Expenditure Type:	This Period	Year-To-Date	Current FY23/24 Budget
Law Enforcement - Police Dept	11,155	41,290	289,523
Animal Control Facility	-	-	104,028
Neighborhood Services	-	-	8,950
Communication Ctr.	-	-	100,500
Fire Dept	676	869,155	980,031
Parks, Rec, & Gen Services	-	261,015	974,447
Pool	88	2,917	150,000
Community Development	-	-	25,000
Street	-	1,467,706	2,330,928
Economic Development	-	-	-
Civil Emergency Management	12,774	156,266	594,921
General Government	33,646	219,968	4,795,980
Information Technology	-	-	206,476
City Garage	-	4,012	104,212
Senior Citizens Center	-	-	-
Public Works Administration	-	-	18,192
Water / Sewer Line Maintenance	-	586,539	2,579,974
Water Treatment Plant	823	22,411	528,108
Wastewater Treatment Plant	-	-	284,205
Collection-Solid Waste	-	818,259	1,100,000
Lake Durant	260	16,074	35,000
Disposal- Solid Waste	-	489,328	972,442
Eaker Field Airport	1,415	60,681	1,504,169
Sub-Total Expenditures	60,837	5,015,622	17,687,086
Sub-total of Transfer Expenses	-	-	-
Total Expenses	60,837	5,015,622	17,687,086
2020 U.S.S.T.R.N. Exp.	70,247	1,295,122	6,026,952
2020 CWSRF Exp.	-	-	12,070,372
2023 CWSRF WWTP IMPV.2 EXO	-	-	22,534,500
Total Fund Expenditures	131,084	6,310,744	58,318,910
Net Gain / (Loss) - Excluding Balance Forward	207,690	(3,307,817)	-

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

Monthly Revenue and Expense Report
DECEMBER 2023 - 50.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Licenses and Permits	75	8,163	9,000
Laboratory Test Performed	2,160	10,830	20,000
Water Service - City-Wide	271,542	2,038,376	4,000,000
Water Sales - RW Dist. #2	3,034	18,202	37,000
Water Sales - RW Dist. #5	90,218	547,663	1,250,000
Sewer Service Fees	246,388	1,643,756	2,800,000
Sewer Excessive Strength Fees	-	2,623	-
Sanitation Service Fees	297,171	1,768,530	3,700,000
Sanitation - Roll off Bins Revenue	58,653	383,308	700,000
Sanitation - Compactor Revenue	50,736	288,539	500,000
Landfill Gate Fees (excluding Xfer ST.)	1,124	32,693	300,000
Transfer Station Fees Revenue	10,568	71,926	250,000
Interest Earnings	34,512	52,757	20,000
Agri. Lease Revenue	-	-	4,500
Late Payment Penalties	9,982	56,224	110,000
Non Payment Fee	4,345	62,657	155,000
Bad Debt Collect Fees Revenue	446	3,648	4,200
Water Tower Lease	-	30,579	120,000
DCUA Service Initiation Fee	2,790	17,080	27,000
Tap Fees: Water & Sewer	17,134	150,252	110,000
Recyclable Products SW Dis.	774	6,582	7,000
Interest Earnings in 2007 USSTRN Proj. Acct.	246	1,276	450
Miscellaneous Revenues	13,640	37,251	5,000
2020 Airport Tank Principal Pymt	-	21,357	21,357
2020 Airport Tank Interest Pymt	-	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	-	99,000	99,000
Trans from General Fund	-	600,000	600,000
Sub-Total Operating Revenues	1,115,538	8,005,942	14,902,176

USE OF FUND BALANCE			80,390
Total Revenues & Other Financing Sources	1,115,538	8,005,942	14,982,566

Expense Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Public Works Administration	16,017	115,709	256,790
Utility Billing	48,829	281,436	618,025
Water/Sewer Line Maintenance	76,647	520,942	1,193,673
Water Treatment Plant	87,417	695,714	1,933,338
Wastewater Treatment Plant	102,660	628,783	1,412,711
Solid Waste - Collections	75,434	599,871	1,305,924
Utility General Administration	7,175	203,757	1,849,828
Lake Durant	4,057	25,834	68,550
Solid Waste - Disposals	110,398	885,118	2,179,665
Sub-Total Operating Expenses	528,635	3,957,162	10,818,504

Transfer to Insurance Cash Fund	-	194,562	194,562
Transfer to I.T. service Fund 010	-	-	-
Transfer to General Fund	191,667	1,150,002	2,300,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	125,000	750,000	1,500,000
Transfer 2007 USSTRN To CI Fund 015	-	-	-
Transfer to DMSC Fund 500	-	-	-
Transfer to Airport Authority	13,375	80,250	160,500
Transfer to DCUA Sinking Fund	750	4,500	9,000
Sub-Total Transfer Expenses	330,792	2,179,314	4,164,062

Reserve - Contingency			-
Reserve for Payroll			-
DCUA Fund Expense & Transfer Totals:	330,792	2,179,314	4,164,062
Total Fund Expenses & Transfers	859,427	6,136,476	14,982,566
Net Gain / (Loss) - Excluding Balance Forward	256,111	1,869,465	-

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

	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	% Change	Single Month Period
July	\$274,992	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	428,333	-0.36%	June / July
August	\$192,988	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	445,870	2.13%	July / Aug.
September	\$387,003	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	426,408	4.82%	Aug. / Sept.
October	\$277,693	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	440,473	3.96%	Sept. / Oct.
November	\$279,266	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	415,755	-0.41%	Oct. / Nov.
December	\$273,374	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101	411,863	415,785	0.95%	Nov. / Dec.
January	\$287,156	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	417,692	1.39%	Dec. / Jan.
February	\$293,872	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326	422,394			Jan. / Feb.
March	\$265,962	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905			Feb. / March
April	\$271,232	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036			March / Aprl.
May	\$290,750	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741	446,047			Aprl. / May
June	\$283,656	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168	\$403,495	\$413,350			May / June
Total	\$3,377,943	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$4,780,305	\$5,007,988	\$2,990,314		8,868,979.72
FY Monthly Average	\$281,495	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$417,332	\$427,188		
% change from prior yr.	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	2.47%		
\$ change from prior yr.	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	227,683	122,181		

Current Month Sales Tax Revenue Detail	
1/4% Economic Development (effective 1/1/24)	\$104,422.91
1/4% Multi-Sports Facilities (effective 1/1/24)	\$104,422.91
1/4% SOSU Improvements (effective 1/1/24)	\$104,422.91
1% Capital Improvements (effective 1/1/24)	\$417,691.67
2% General Operations	\$835,383.32
5/8% DISD Improvements (effective 1/1/24)	\$261,057.29
Total Sales Tax Rev. Jan. 2024 @ 4.375%	\$1,827,401.01
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax	
\$50,452.95	\$311,510.24

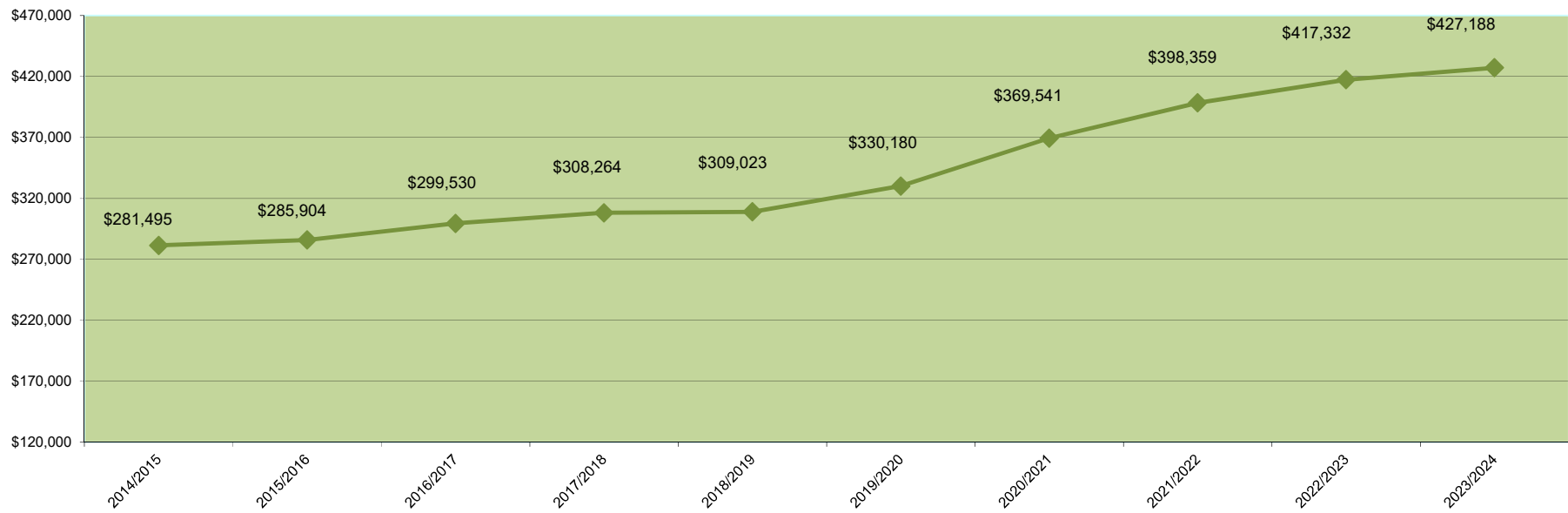
1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$4,937,864	\$5,060,045	2.47%

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$417,691.67
2% General Operations-For General Operation	\$835,383.32
1/4% Economic Development- Fund 110 for Indurstry Improvr	\$104,422.91
1/4% Multi-Sports Facilities -For DMSC	\$104,422.91
1/4% SOSU Improvements-For SOSU Football Field & Arena	\$104,422.91
5/8% DISD Improvements - for High School	\$261,057.29
Total Sales Tax Rev.Jan. 2024@ 4-3/8%	\$1,827,401.01

\$574,326.02

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





The City of Durant

Memorandum

Date: 2/13/2024
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: 2/13/2024
To: Mayor and City Council
From: Richard Ezell, Director
Re: Discussion, Consideration and Possible Action on the Mutual Aid Agreement Between the City of Durant, Oklahoma and the Chickasaw Nation Emergency Management Office. (C-2024-07)

Consider, by resolution, the approval of the Mutual Aid Agreement between the City of Durant, Oklahoma and the Chickasaw Nation Emergency Management Office. This agreement will be beneficial to the City of Durant by the Chickasaw Nation EM being able to provide services and equipment that the City does not have and to streamline the process of obtaining aid in the time of need. Resolution C-2024-07

Council Information / Action Requested

Approve the proposed resolution

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

No action needed

ATTACHMENTS:

1. Memo - Chickasaw Nation EM MOU
2. EM - Durant - Chickasaw Emergency Management Mutual Aid MOU



The City of Durant

Office of Emergency Management

5861 Cessna Dr.
Durant, OK 74701
(580) 924-3661

Memorandum

Date: February 13, 2024
To: Mayor and City Council
From: Richard Ezell, Emergency Management Director
Re: Acceptance of a Mutual Aid Agreement with the Chickasaw Nation Emergency Management

Council Information / Action Requested

- Request the Mayor and Council accept a Mutual Aid Agreement with the Chickasaw Nation Emergency Management Office.
- All actions should take no longer than five minutes.

City Staff Information / Action Follow-up

- I, Richard Ezell, have provided all documentation needed for the agreement with the Chickasaw Nation Emergency Management Office.
- I, Richard Ezell, will act as the point of contact for the agreement.
- I, Richard Ezell, will submit a signed agreement to the city clerk staff for filing.
- I, Richard Ezell, will coordinate the distribution of the signed copies of the agreement.
- I, Richard Ezell, will retain an original signed agreement at the EOC.

Emergency Management Mutual Aid Memorandum of Understanding

This Emergency Management Mutual Aid Memorandum of Understanding (“MOU”) is entered into voluntarily by and between the Chickasaw Nation Department of Interior Services, a part of the Chickasaw Nation, a federally recognized and sovereign Indian Nation, and the City of Durant, Oklahoma for the purpose of providing mutual aid in preparation for or in response to a disaster, an emergency, and/or a planned event, so long as resources allow.

Nothing in this MOU is intended to create any relationship between the parties other than that of independent sovereign entities reaching a mutual understanding with each other solely for the purposes set forth in this MOU.

This MOU is not legally binding on the parties, but rather, is a voluntary understanding based on the belief and commitment of the undersigned parties that in the event of a community disaster, emergency or planned event, regardless of cause, which exceeds the effective response capabilities of one of the parties, whether local, state or tribal, the other party will provide, if capable, emergency services. An affected party may request assistance from the other party hereto as more generally described below.

This document is intended to supplement each party’s disaster plan. Each party shall have discretion to determine the extent, if any, to which it wishes to partner and assist the other party under this MOU. A party’s determination to offer assistance is not dependent upon the available capacity or other conditions of the requesting party. Accordingly, a party may, but shall not be required to provide supplies, equipment, services, or personnel to the requesting party during a disaster, emergency, and/or a planned event.

In the event assistance is needed, the requesting party shall submit an official written request from an authorized person of the party to the contact person listed below.

Chickasaw Nation

Contact Person: Steve Cash

Phone: (580) 399-2842

Email: steve.cash@chickasaw.net

City of Durant

Contact Person: Richard Ezell

Phone: (580) 775-3661

Email: rezell@durant.org

Term of the MOU

This MOU shall be effective for a period of one (1) year from the date of signature. This MOU shall automatically renew for additional one (1) year terms unless either party provides the other party with written notice of termination. This MOU may

be terminated at any time by either party, with or without cause, upon written notice to the other party no less than thirty (30) days prior to the effective date of such termination.

Amendments

Amendments to this MOU must be in writing and signed by all parties.

Liability

Each party waives all claims against the other party for any loss, damage, personal injury, or death occurring as a consequence of receiving or providing supplies, equipment, services, or personnel under this MOU. Nothing in this MOU shall be construed to impose civil liability on either party, who acts in good faith and without malice, for or on account of injury and/or damages resulting to persons or equipment of the requesting or assisting party.

It is also understood that the assisting party or any of that party's employees providing assistance while acting in good faith and without malice, shall not render themselves liable and are hereby relieved of all liability for or on account of injury and/or damages resulting to persons or equipment of the requesting party or third parties.

Each party shall be responsible for its costs and liabilities associated with rendering aid. The requesting party shall not reimburse the assisting party for costs associated with rendering aid except as provided by Federal Emergency Management Agency ("FEMA") reimbursement policy or other reimbursements from other sources. Each party shall be entitled to reimbursement of costs consistent with FEMA reimbursement policy, which is incorporated herein by reference.

Each party shall be responsible for the payment of compensation and death benefits to injured members of the emergency forces of that party.

Effective Date, Future Amendment and Construction

Development of operational procedures, forms, and other tools to operationalize this MOU shall be conducted by the parties through the Chickasaw Nation Emergency Management. Updates to those procedures, forms, or tools do not require revision of this MOU.

This MOU shall not be construed to waive the participating parties' sovereign rights, immunities, privileges, titles, claims, or defenses provided under federal, state, or tribal law or common law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date last written below.

INSERT PARTY NAME:

Martin Tucker, Mayor
City of Durant

Signature

Date

THE CHICKASAW NATION:

Bill Anoatubby, Governor
The Chickasaw Nation

Signature

Date



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Rick Rumsey, Interim City Manager
Re: Consider Approval of Resolution Appointing Economic Development Director Kathy Moore to the Southern Oklahoma Development Association (SODA) Board of Directors (R-2024-02)

As a member of the Southern Oklahoma Development Association (SODA) and a municipality with a population of more than 2,000, the City of Durant is entitled to appoint a representative to the SODA Board of Directors. Interim City Manager Rick Rumsey recommends Economic Development Director Kathy Moore be appointed to the SODA Board of Directors as the City of Durant representative..

Council Information / Action Requested

Approval of Resolution Appointing Economic Development Director Kathy Moore to the Southern Oklahoma Development Association (SODA) Board of Directors (R-2024-02)

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

ATTACHMENTS:

1. R-2024-02 Appointment of Kathy Moore to SODA Board of Directors

RESOLUTION # 2024-02

A RESOLUTION FOR THE APPOINTMENT OF ECONOMIC DEVELOPMENT DIRECTOR KATHY MOORE TO THE SOUTHERN OKLAHOMA DEVELOPMENT AGENCY (SODA) BOARD OF DIRECTORS

WHEREAS, as a member of the Southern Oklahoma Development Association and a municipality with a population of more than 2,000, the City of Durant is entitled to appoint a representative to the SODA Board of Directors; and

WHEREAS, through this affiliation SODA can better coordinate its programs and services with the social and economic developmental priorities of the Durant community; and

WHEREAS, SODA Board participation can also provide a forum for exchanging successes and challenges with like-minded representatives of other towns and rural communities in Southern Oklahoma; and

WHEREAS, Interim City Manager Rick Rumsey recommends appointment of Economic Development Director Kathy Moore and Ms. Moore has confirmed she would serve as a representative of the City of Durant on the SODA Board of Directors.

BE IT FURTHER RESOLVED that Economic Development Director Kathy Moore will serve as the representative of the City of Durant on the SODA Board of Directors.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma this 13th day of February, 2024.

MARTIN TUCKER, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:

CYNTHIA PRICE, CITY CLERK



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Rick Rumsey, Interim City Manager
Re: Discuss and Consider City Owned Property Located at 301 N. Sixteenth, Durant, OK, and Take Possible Action

The first bid advertisement did not yield any bids. The second bid advertisement went out on December 15, 2023. An open house was conducted on January 4, 2024. There were a total of five (5) property tours provided. Two bids were received in the amounts of \$175,200.00 and \$55,000.00 (see attached). The property appraised for \$331,000.00 in April 2023. Staff recommends both bids be rejected.

Council Information / Action Requested

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

ATTACHMENTS:

1. Bid Tab Sheet

**City of Durant
Bid Tabulation Sheet**

Item: Real Estate - 301 N. 16th, Durant, OK

Bid Deadline: January 31, 2024 @ 10:00am

BIDDER	BID AMOUNT
One Soma Global PO Box 1452 Durant, OK 74702	\$175,200.00
Conley Care Clinic 1327 N. 16th Avenue Durant, OK 74701	\$55,000.00

IN ATTENDANCE:

Cynthia Price, City Clerk
Mark Pierce, Facilities Maintenance Supervisor

STAFF RECOMMENDATION: Provide bids to city manager/council.



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Consideration for Approval to Reallocate Capital Improvement Funds in the Amount of \$50,000 to Rebuild Keithley Park Restroom and Purchase New Fixtures for Carl Albert Park, Keithley Park and Dixon Durant Park Bathrooms

Council Information / Action Requested

Approval to Reallocate Capital Improvement Funds in the Amount of \$50,000 to Rebuild Keithley Park Restroom and Purchase New Fixtures for Carl Albert Park, Keithley Park and Dixon Durant Park Bathrooms

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

ATTACHMENTS:

1. Parks Bathroom Refurbishment Plan
2. Bathroom Quote
3. ADA Compliant Sink Quote
4. Free Standing Sink Quote
5. Ligature Resistant Toilet Quote

Parks Bathroom Refurbishment plan

Parks has a total of 12 restrooms in all of the city parks excluding the Lake and DMSC

Most of the bathrooms are mens/womens 1 toilet 1 sink with the occasional 2 toilets 1 sink set up

Total Rebuild

- est cost \$125,000 per bathroom for a 2 room 2 stall bathroom (W202)

Replacement of Fixtures

- New Toilet \$1350 per toilet
- ADA Sink \$1659
- Steel Doors and Door Frame \$3000

Currently we were planning to rebuild 1 bathroom per year but with prices increasing we can get more for our dollar if we install new fixtures that are harder to break.

Current plan would cost roughly \$1,500,000 over all

New plan

- Each restroom would cost between \$12,000-\$15,000
- Overall investment no more than \$180,000 over the next several years

I still recommend that all public restrooms in the parks close for winter starting late November and reopen in March to prevent vandalism and people sleeping in the restrooms

CorWorth Restroom Facility B312CEDF for Dixon Durant Park

Caleb Templeton <caleb@corworth.com>

Mon, Dec 11, 2023 at 9:00 AM

To: Ryan Brewer <rbrewer@durant.org>

Good Morning Ryan,

I hope you are doing well today.

The cost includes design, manufacturing, delivery and installation. There are a few things I can recommend to cut some of the cost down, such as removing the covered entry and/or going with a wood framed building instead of a CMU block building. However, if your budget is \$50,000 then we may not be a good fit for you. Refurbishing and replacing will vary greatly in cost. Our smallest building which is a single stall W101 will cost around \$95,000. If you still need a restroom for both men and women then our W202 would be the best option at a cost close to \$125,000.

I can do what I can to keep the price as low as possible while still providing a high quality restroom facility. Would a smaller building still accommodate the parks? Please let me know what you think.

Best Regards,

Caleb Templeton

CorWorth Restroom Facilities

1707 Colt Circle

Marble Falls, TX 78654

www.corworth.com

office: (800) 447-6570

cell: (214) 422-1875

[Quoted text hidden]

Search 420,000+ products



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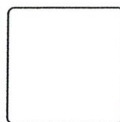


Earn 3% Back* & Save on Plus >

WebstaurantStore > Restaurant Equipment > Commercial Sinks > Hand Sinks and Accessories > Advance Tabco 7-PS-46 Hand Sink with Splash Mount Faucet and Wrist Handles - 20" x 24"

Advance Tabco 7-PS-46 Hand Sink with Splash Mount Faucet and Wrist Handles - 20" x 24"

[Leave a review](#) Item #: 1097PS46 MFR #: 7-PS-46



Custom Quote for City Of Durant

\$1,659.00/Each

Ships free with

1

Add to Cart



Earn up to \$49.77 back (4,977 points)
with a [Webstaurant Rewards Visa® Credit Card](#)

Wish List ▼

Rapid Reorder



Usually Ships in **1-2 Weeks** from manufacturer

Lead times vary based on manufacturer stock 

Product Overview

- ✓ Chrome-plated brass splash mount faucet included
- ✓ All-in-one unit with deck-mounted soap dispenser and front loading paper towel dispenser
- ✓ Stainless steel skirt with removable access panel and enclosed bottom provides extra storage
- ✓ Seamless, deep drawn 16" x 14" x 5" bowl is easy to clean
- ✓ 18 gauge 304 construction measures 20" x 24" x 27" overall
- ✓ Includes 1 1/2" drain with strainer plate for convenience
- ✓ No-drip, countertop edge helps prevent water spilling over, keeping your kitchen clean and safe
- ✓ Includes keyhole wall-mount bracket and 2 side support brackets

UPC Code:

400011664046



[View all Advance Tabco Hand Sinks and Accessories](#)

Works With

plus [Advance Tabco 7-PS-13D 12" High Stainless Steel Hand Sink](#)

plus [Advance Tabco 7-PS-27D Bolted Side Splash - 7 3/4" High](#)

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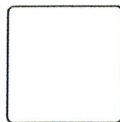


Earn 3% Back* & Save on Plus >

WebstaurantStore > Restaurant Equipment > Commercial Sinks > Hand Sinks and Accessories > Advance Tabco 7-PS-99 Hands Free Hand Sink with Pedestal Base, Soap and Towel Dispenser, and Trash Bin

Advance Tabco 7-PS-99 Hands Free Hand Sink with Pedestal Base, Soap and Towel Dispenser, and Trash Bin

[Leave a review](#) Item #: 1097PS99 MFR #: 7-PS-99



\$1,609.00/Each

Limited time: 0% interest for 90 days [Prequalify >](#)

 Credit Key

Ships free with

Accessories & Options

Edge  

1

[Add to Cart](#)



Earn up to \$48.27 back (4,827 points)
with a [Webstaurant Rewards Visa® Credit Card](#)

[Wish List](#) ▼

[Rapid Reorder](#)



Usually Ships in **1-2 Weeks** from manufacturer

Lead times vary based on manufacturer stock 

Product Overview

- ✓ Faucet operates with a foot pedal to prevent cross-contamination
- ✓ Seamless, deep drawn bowl design is easy to clean
- ✓ Bowl measures 14" x 10" x 5"
- ✓ Measures 17 1/4" x 15 1/4" x 55 1/2" overall
- ✓ Made of 20 gauge 304 stainless steel
- ✓ No-drip, countertop edge helps prevent water spilling over, keeping your kitchen clean and safe
- ✓ Includes keyhole wall-mount bracket and 3 1/2" basket drain
- ✓ Liquid soap, paper towel dispenser, and trash bin built in

UPC Code:

400010512539



[View all Advance Tabco Hand Sinks and Accessories](#)



Ligature Resistant Toilet: 12 in Rough-In, 1.28, Elongated Bowl, Concealed Flush Valve

Item 38C429

Mfr. Model WH2142-W-3_12

☐ Compare

Product Details

Catalog Page [2642](#)

Brand **BESTCARE**

Gallons per Flush **1.28**

Rough-In **12 in**

Spud Location **Back**

Spud Connection Size **1-1/2 in**

Ligature Resistant **Yes**

ADA Compliance **No**

Finish **Powder Coated White**

Color **White**

Manufacturers Warranty Length **1 yr**

Rim Height **15 in**

Compliance **ASME A112.19.3; CSA B45.4**

UNSPSC **30181505**

Country of Origin **Mexico (subject to change)**

Web Price 

\$1,345.45 / each

This item requires special shipping, additional charges may apply.

Qty
1

Add to Cart

☒ Ship

☐ Pickup

Expected to arrive
Tue. Feb 13.

Ship to 74701 | [Change](#)

Shipping Weight **48.5 lbs**

[Ship Availability Terms](#)

[Add to List](#)

Documents

 [BestCare WH2142-W-3 Series Installation Instructions](#)

 [BestCare WH2142-W-3 Series Spec Sheet](#)

 [Chat with an Agent](#)

Product Description

Ligature-resistant toilets are specialized toilets with enclosed flush valves, so they can't be used to tie off cords or fabric strips. They're commonly installed in mental-health facilities and hospitals to allow toilet use while reducing the risk of self-harm.



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Discussion, Consideration and Possible Approval of Calendar Year 2024 Pool Schedule

Council Information / Action Requested

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

ATTACHMENTS:

1. Durant City Pool Presentation

Calendar Year 2024

Durant City Pool

Calendar Year 2023

- The pool opened to pool May 26 and closed Aug 11 due to LG shortages. It operated for 12 weeks
- The pool revenue was over \$70,000 last pool season averaging \$5,833.34 a week

Item	Item Sales	Avg Sale	Total Rev
General Admission	9053	\$4.81	\$43,600
Concession Sales	8018	\$1.86	\$15,246.75
Pool Parties	64	\$207	\$13,250
Private Lessons	24	150	\$3,600
Group Lessons	14	100	\$1,400

2024 Pool Weekly Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7-9am	Lap Swim and Water Aerobics					Swim Lesson Make up Days and In-Service Training	
9am-12pm	Swim Lessons				Boys and Girls Club (9-11)		
12p-1p	Closed for Lunch						
1p-5p	Open Swim						
5p-6p	Afternoon Break						
6p-8:30p	Afternoon Open Swim				Private Pool Parties		
8:30p-10p	Closed						

Lap Swim- 10 hrs a week increased by 2 hours

Swim Lessons- 12 hours a week equal to last year

Open Swim- 30 hours a week decreased by 9 hours a week

Pool Parties- 12 hours a week decreased by 4 hours

Inservice Training 8 hours a week increased by 5 hours

Swim Lesson Class

4-6 year old 2 kids per time slot	7-9 year old 2 kids per time slot	10+ 1 person per time slot
9-9:30am	9:00-9:45a	9:950
9:40-10:10am	9:55-10:35	10-10:50
10:20-10:50	10:45-11:30	11-11:50
11:00-11:30	11:40-12:15	
11:40-12:10		

- In years past we had almost triple the amount of private lessons mainly for the ages of 4-6 compared to groups.
- This structure is designed to have in mind the kids ability to focus on the class depending on age. Younger kids only stay focused for 30 minutes when older kids can stay focused for the full 50 mins
- With this we will be able to have the flexibility to have more classes depending on Lifeguard availability.
- This will also give every participant 1 on 1 training and they will all work on the same goals
- Overall it will look like we are offering less classes but we have the capabilities to add more with ease compared to the our current methods



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consideration for Reallocation of \$30,000 for 6 Beautification Projects

See attached memo.

Council Information / Action Requested

Approval of Reallocation of \$30,000 for 6 Beautification Projects

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

ATTACHMENTS:

1. CC2024 30K Reallocation February 2024



THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and the City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: Reallocation of \$30K towards visible community projects

Request: Consider a request from the department of Community Development to reallocate \$30k from 3rd Party Contractor Services budget item toward 5-6 highly visible community development projects.

Background: \$30,000 was originally allocated for the continued code work that Crafton Tull is completing for the City's code edits. That work has stalled and additional costs for their services will not be incurred in the near future. To provide additional context, Crafton Tull is re-starting the original \$92,000 of work that was approved by City Council in 2021.

As Community Development works on big key changes for the well-being of the community, it is important to budget for short-term projects that brand and beautify Durant.

The 5-6 project options include:

- Phase 1 of a mural on a visible building (4.5K contract with artist)
- Lights strung across city light poles (mckinney tx example) in downtown (4.5K cap...approx. \$500 per 300 foot strand)
- Existing benches realigned and additional identical benches placed downtown(4.5K cap with manu company..1k/piece)
- Landscaping downtown... weed cloth installed and textured beds...keep same drought tolerant plants (not to exceed contract... approx. 4 beds of work)
- Bike racks to promote community accessibility



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consider Approval of the Request from the Oklahoma Electric and Gas Company for an Underground Easement at Tom Smith Road.

Council Information / Action Requested

Approval of the Request from the Oklahoma Electric and Gas Company for an Underground Easement at Tom Smith Road.

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

ATTACHMENTS:

1. CC2024 OGE Easement Request February 2024
2. OGE Request Docs



THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and the City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: OGE Easement Request

Request: Consider a request from the Oklahoma Electric and Gas Company for an Underground Easement Request at Tom Smith Road.

Background:

OGE is requesting an easement for electrical service for their tenant: USCOC (United States Cellular Corporation of Oklahoma)

Attached is a map of the location and the easement docs needing signature.



Rick Rumsey, City Manager
City of Durant

rrumsey@durant.org

RE: Electrical Service to Cellular Tower

Dear Sir:

As part of the request for electrical service by USCOC of Greater Oklahoma (Tenant) and Rural Enterprises of Oklahoma (Landlord), we need to obtain an easement from The City of Durant, also granting us the right to place our facilities on a tract of land owned by the City. This project and the location of facilities on the property require the easement for legal purposes. The request is for an Underground Easement.

We will also be acquiring an easement from Rural Enterprise of Oklahoma, my contact is James Harrington and Sherry Harlin, Chief Operating Officer.

The tract of land owned by the city is near Tom Smith Road as shown on the easement sketch.

Jeremy Mullens, OGE Project Manager contact number is 580-775-3134.

If it is agreeable, please obtain the proper signatures as prepared according to who has the authority to execute an easement on behalf of The City of Durant. Review the following instructions to ensure that this easement will be legally correct and that there will be no delay in processing:

- **Sign** the easement as the name appears on the easement.
- The notary must fill in **all blanks** in the acknowledgement and add the **notary seal**.
- The **notary expiration date** must be later than the **date of notarizing**.
- The **date of signing** must match the **date of notarizing**

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

The original signed and notarized easement will need to be mailed to the address in Ardmore shown at the top of the Easement Form.

Sincerely,

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

Ida Norman
Field Service Agent
Daily Ops South – Ardmore

RETURN TO:
Land Management Coordinator
OGE Electric Services
2214 West Broadway
Ardmore, OK 73401

EASEMENT

Work Order # 7717793

KNOW ALL MEN BY THESE PRESENTS: THAT **City of Durant**, Grantor, in consideration of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in **BRYAN** County, State of Oklahoma, to wit:

A part the **SE/4 SE/4 NE/4 Section 12, T7S, R8E**, I.M., Bryan County Oklahoma, as shown and described on Exhibit “A”, attached hereto and hereby made a part of this easement.

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

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

Signed and delivered this _____ day of _____ 2024.

City of Durant

Martin Tucker, Mayor

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS.
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 2024, personally appeared Martin Tucker, Mayor of the City of Durant, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

Signature of Notary Public

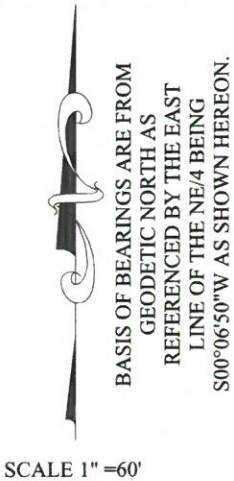
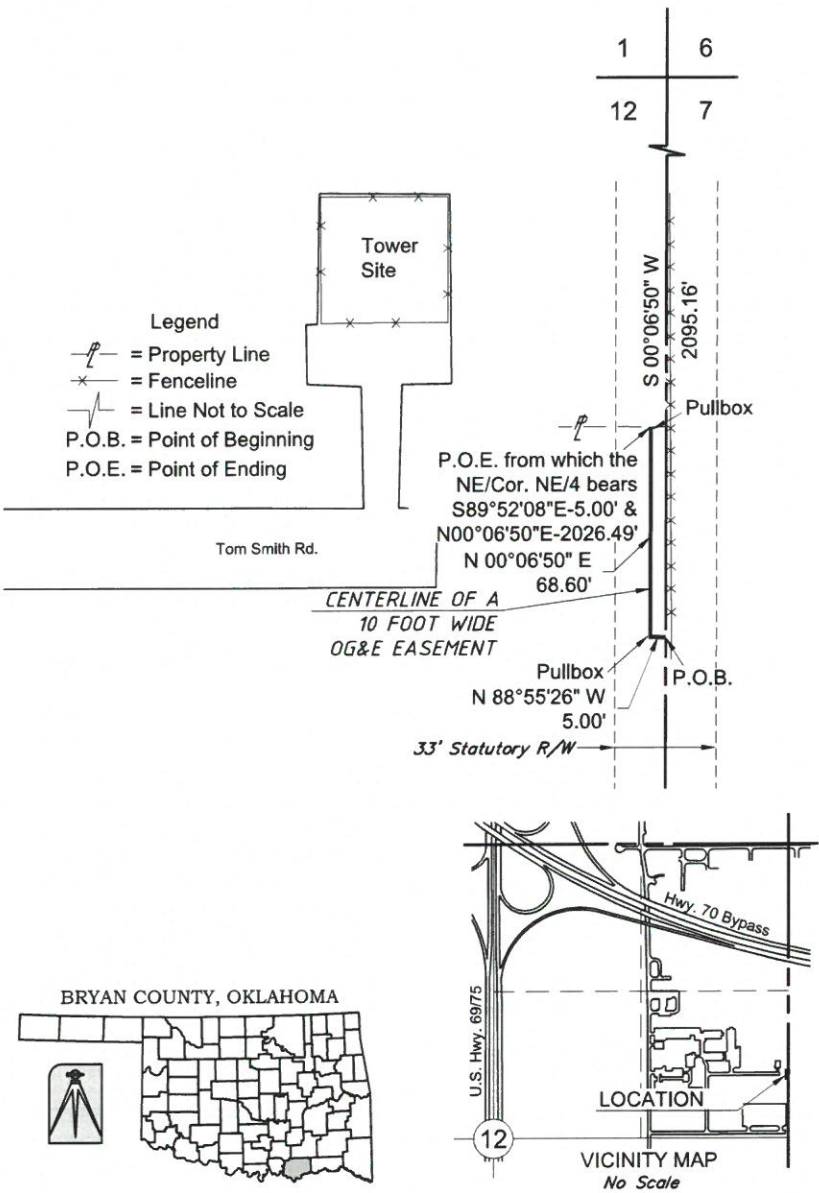
Notary Stamp:

10 FOOT WIDE OG&E EASEMENT
IN A PART OF THE SE/4 SE/4 NE/4
SECTION 12, T7S-R8E, I.M.,
BRYAN COUNTY, OKLAHOMA

EASEMENT SKETCH

EXHIBIT "A"

SECTION 12
T 7 S - R 8 E



①
PT. SE/4 SE/4 NE/4 SEC. 12,
T7S-R8E, BRYAN CO., OK.
BOOK 867, PAGE 1004
CITY OF DURANT
TOTAL LENGTH=
73.6' OR 4.46 RODS

CENTERLINE DESCRIPTION OF A 10 FOOT WIDE OG&E EASEMENT IN A PART OF THE SE/4 SE/4 NE/4 OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 8 EAST, INDIAN MERIDIAN, BRYAN COUNTY, OKLAHOMA:

COMMENCING at the Northeast corner of the NE/4; Thence S00°06'50"W, along the East line of the NE/4, 2095.16 feet to the POINT OF BEGINNING; Thence N88°55'26"W, 5.00 feet; Thence N00°06'50"E, 68.60 feet to and ending on a Property line from which the Northeast corner of the NE/4 bears S89°52'08"E, perpendicular to the East line of the NE/4, 5.00 feet and N00°06'50"E, along the East line of the NE/4, 2026.49 feet. Basis of Bearings are Geodetic North. Said being described by Jared A. Wiley L.P.L.S. No. 1820 on 12-27-23.

TOTAL LENGTH= 73.60' OR 4.46 RODS

SURVEYOR'S CERTIFICATE

I, Jared A. Wiley, Licensed Professional Land Surveyor, hereby state this exhibit meets or exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. This plat depicts an accurate representation of the easement description, as shown hereon, it is not a Land or Boundary Survey.



12-29-2023
Jared A. Wiley, L.P.L.S. No. 1820
Phone (580) 226-5100
Fax (888) 662-7778
1010 Northwest Blvd.
Ardmore, OK 73401

OKLAHOMA GAS AND ELECTRIC COMPANY			
Bennett-Morris And Associates Land Surveying, P.C. ARDMORE, OKLAHOMA Surveying, P.C. ~ C.A. No. 5975 (LS)		OG&E EASEMENT SKETCH W.O. #7717793 USCOC Of Greater Oklahoma, LLC	REVISIONS:
DRAWN BY: RLK	FILE #: 234191	DATE: 12-27-23	SCALE: 1in = 60ft
APPROVED BY: Jared A. Wiley	DRWG #: 234191A-1.DWG	DATE: 12-27-23	SHEET 1 OF 1



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consider Approval of the Request from Oklahoma Electric and Gas Company for an Underground Easement at Cemetery and Highway 70

OGE is requesting an easement for electric service to provide for the future load at the casino. Attached is a map of the location and the easement documents requiring signature.

Council Information / Action Requested

Approve Request from Oklahoma Electric and Gas Company for an Underground Easement at Cemetery and Highway 70

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

ATTACHMENTS:

1. CC2024 OGE Easement Request 3 Phase Feb 2024
2. SKM_C36824020121150
3. SKM_C36824020622250



THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and the City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: OGE Easements Request for 3 Phase Electrical

Request: Consider a request from the Oklahoma Electric and Gas Company for an Underground Easement Request at Cemetery Road and North Hwy 70 Bypass providing for the future load at the casino.

Background:

OGE is requesting an easement for electrical service

Attached is a map of the location and the easement docs needing signature.



February 2, 2024

Director of Community Development
City of Durant
Reed Aichholz

Mr. Aichholz,

This project has been an ongoing process since 2019. OGE has had several obstacles and this project has been redesigned to install the feeder circuit along the North side instead of the South side of Business State Highway 70.

An Overhead 25 feet in width easement (attached) was acquired July 10, 2019, recorded in Book 1521, Pages 695 and 696 from the City of Durant. OGE is willing to release this easement upon securing the attached Fifteen (15) Underground easement, (sketch attached).

We need to obtain an easement granting us the right to place our facilities on the property. This project and the location of facilities on your property require the easement for legal purposes.

If it is agreeable, please place this request for the easement as an agenda item for Mr. Rick Rumsey to execute. Please review the following instructions to ensure that this easement will be legally correct and that there will be no delay in processing:

- **Sign** the easement as the name appears on the easement.
- The notary must fill in **all blanks** in the acknowledgement and add the **notary seal**.
- The **notary expiration date** must be later than the **date of notarizing**.
- The **date of signing** must match the **date of notarizing**

Should you have any questions about this letter or the enclosed easement, please call me at (580) 220-2643 or on my mobile at (580) 515-3049 and I will do my best to answer your questions. Chad Lovelace is the Project Manager 580-224-7358.

Have a great day!

Return the original signed and notarized easement to the address shown at the top of the easement form.

Sincerely,

Ida Norman
Field Service Agent
Daily Ops South – Ardmore

RETURN TO:
Land Management Coordinator
OGE Electric Services
2214 West Broadway
Ardmore, OK 73401

EASEMENT

Work Order # 7382502

KNOW ALL MEN BY THESE PRESENTS: THAT **The City of Durant and Highland Cemetery Association**, Grantor, in consideration of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in **BRYAN** County, State of Oklahoma, to wit:

A part of the **NE/4 NW/4 Section 8, T7S, R9E, I.M.**, Bryan County, Oklahoma, being a part of a tract described in a deed recorded in Book 665, Page 520 at the County Clerk, as shown and described on Exhibit “A”, attached hereto and hereby made a part of this easement.

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

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

Signed and delivered this _____ day of _____ 2024.

The City of Durant and Highland Cemetery Association

Rick Rumsey, Interim City Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS.
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 2024, personally appeared Rick Rumsey, Interim City Manager for The City of Durant and Highland Cemetery Association, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: _____

Commission # _____

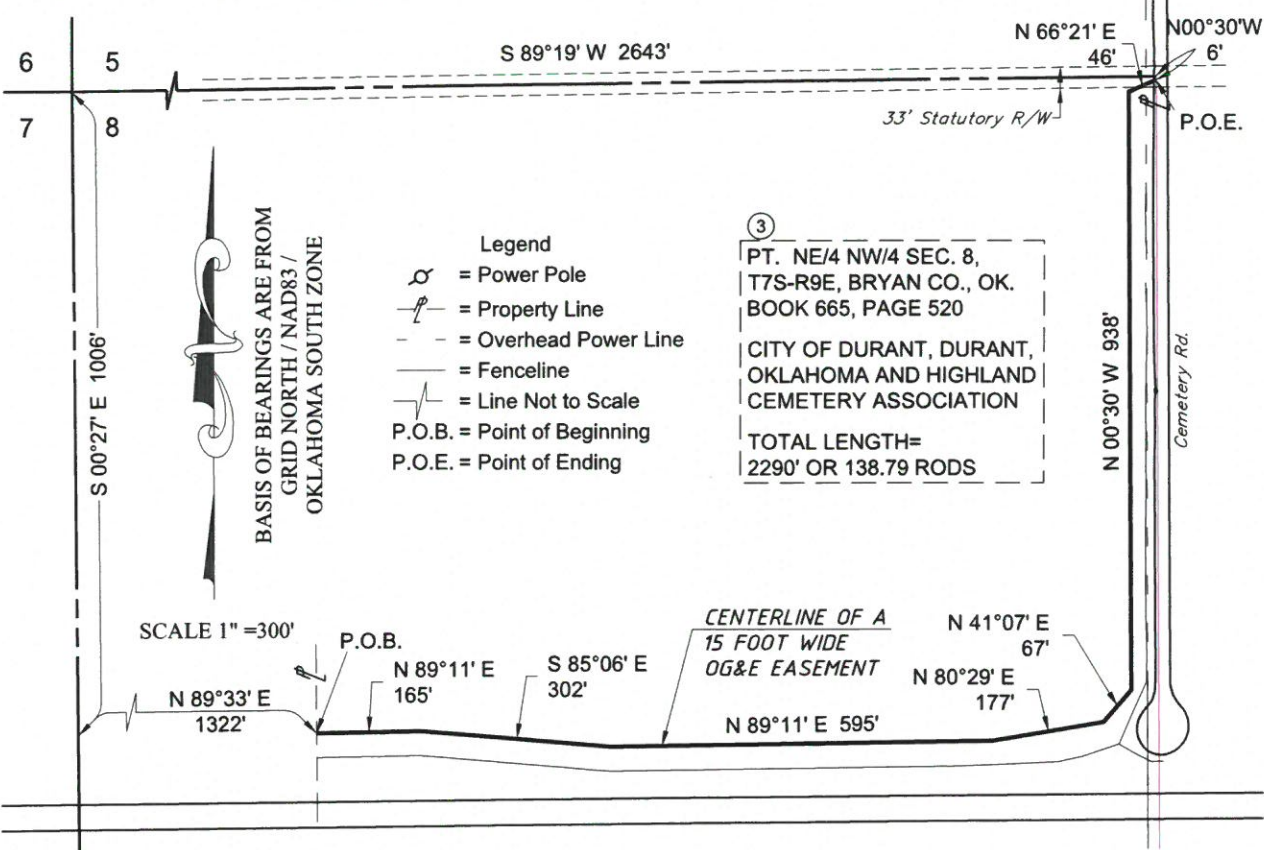
Signature of Notary Public

Notary Stamp:

15 FOOT WIDE OG&E EASEMENT
IN A PART OF THE NE/4 NW/4
SECTION 8, T7S-R9E, I.M.,
BRYAN COUNTY, OKLAHOMA

EASEMENT SKETCH

SECTION 8
T 7 S - R 9 E



③
PT. NE/4 NW/4 SEC. 8,
T7S-R9E, BRYAN CO., OK.
BOOK 665, PAGE 520

CITY OF DURANT, DURANT,
OKLAHOMA AND HIGHLAND
CEMETERY ASSOCIATION

TOTAL LENGTH=
2290' OR 138.79 RODS

EXHIBIT "A"

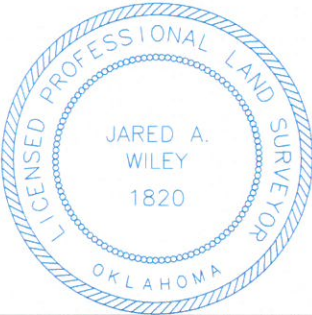
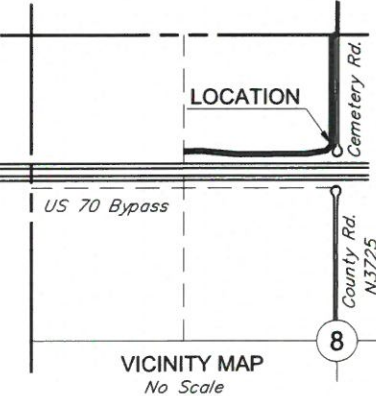
CENTERLINE DESCRIPTION OF A 15 FOOT WIDE OG&E EASEMENT IN A PART
OF THE NE/4 NW/4 OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 9 EAST, INDIAN
MERIDIAN, BRYAN COUNTY, OKLAHOMA:

COMMENCING at the Northwest corner of the NW/4; Thence S00°27'E, along the West line
of the NW/4, 1006 feet; Thence N89°33'E, 1322 feet to the POINT OF BEGINNING, said
point being a on Property line; Thence N89°11'E, 165 feet; Thence S85°06'E, 302 feet;
Thence N89°11'E, 595 feet; Thence N80°29'E, 177 feet; Thence N41°07'E, 67 feet; Thence
N00°30'W, 938 feet; Thence N66°21'E, 46 feet to and ending on the East line of the NW/4
from which the Northeast corner of the NW/4 bears N00°30'W, along the East line of the
NW/4, 6 feet. Basis of Bearings are Grid North. Said being described by Jared A. Wiley
L.P.L.S. No. 1820 on 2-21-23. TOTAL LENGTH= 2290' OR 138.79 RODS

SURVEYOR'S CERTIFICATE

I, Jared A. Wiley, Licensed Professional Land Surveyor, hereby state this exhibit meets or
exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying as
adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land
Surveyors. This plat depicts an accurate representation of the easement description, as shown
hereon, it is not a Land or Boundary Survey.

THE SURVEY DATA IS IN THE FOLLOWING FORMAT:
PROJECTION: OKLAHOMA SOUTH ZONE, LAMBERT CONFORMAL
HORIZONTAL: NAD83 / GEOID MODEL: GEOID12B / UNITS: US SURVEY FEET
BASIS OF BEARINGS WERE DERIVED AND VERIFIED BY TWO (2) ONLINE
POSITIONING USER SERVICE (OPUS) SOLUTIONS.



J. Wiley 5-31-2023
Jared A. Wiley L.P.L.S. No. 1820
Phone (580) 226-5108
Fax (888) 662-7778
1010 Northwest Blvd.
Ardmore, OK 73401

OKLAHOMA GAS AND ELECTRIC COMPANY			
Bennett-Morris And Associates Land Surveying, P.C. ARDMORE, OKLAHOMA Surveying, P.C. ~ C.A. No. 5975 (LS)		OG&E EASEMENT SKETCH W.O. #7382502 Tubacex Feeder-Phase II	
DRAWN BY: RLK		FILE #: 204077_P2_RR(03) DATE: 2-21-23	
APPROVED BY: Jared A. Wiley		DRWG #: 204077A-3.DWG DATE: 2-21-23	
		REVISIONS:	
		SCALE: 1in = 300ft	
		SHEET 1 OF 1	

AFTER RECORDING RETURN TO:
LAND MANAGEMENT COORDINATOR
OGB ELECTRIC SERVICES
2314 W. BROADWAY
ARDMORE, OK 73401

I-2020-721826 Book 1521 Pg: 695
03/09/2020 2:48 pm Pg 0695-0696
Fee: \$ 20.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

Work Order No: 7382502

EASEMENT

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

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

A part of the NE/4 NW/4 Section 8, T7S, R9E, L.M., Bryan County, Oklahoma, being a part of a tract described in a deed recorded in Book 665, Page 520 at the County Clerk, as shown and described on Exhibit "A", attached hereto and hereby made a part of this easement.

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

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

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

Signed and delivered this 10th day of July, 2019.

The City of Durant and Highland Cemetery Association

By: Oden Grube
Oden Grube, Mayor

CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF BRYAN SS:
Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 2019, personally appeared Oden Grube, Mayor, of The City of Durant and Highland Cemetery Association, to me known to be the identical person who subscribed the name of this maker thereof to the foregoing instrument as its Mayor, and acknowledged to me that she executed the same as her free and voluntary act and deed of such corporation, for the uses and purposes set forth.

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

My Commission Expires: 10-20-2020
Commission # 04009487



Cynthia J. Price
Notary Public

Form R-469 D (Rev. 5/2018) UG-OH-CI.DOT IN

25 FOOT WIDE OG&E EASEMENT IN A PART
OF THE NE/4 NW/4 SECTION 8, T7S-R9E,
BRYAN COUNTY, OKLAHOMA

EASEMENT SKETCH

CENTERLINE DESCRIPTION OF A 25 FOOT WIDE OG&E EASEMENT IN
A PART OF THE NE/4 NW/4 SECTION 8, T7S-R9E OF THE LM, BRYAN
COUNTY, OKLAHOMA:

COMMENCING at the Northeast Corner of the Northwest Quarter of said
Section, Thence S00°30'E with the East Line of the Northwest Quarter of said
Section, 946 feet,

Thence S89°30'W perpendicular to the East Line of the Northwest Quarter of
said Section, 17 feet to the POINT OF BEGINNING, said point also being on
U.S. Highway 70 R/W Line,

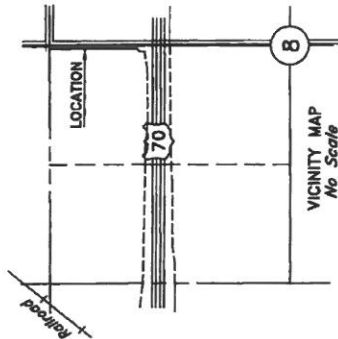
Thence N00°23'W 946 feet to and ending on the North Line of said Section from
which the Northeast Corner of the Northwest Quarter bears N89°19'E with the
North Line of said Section, 15 feet. Basis of Bearings are Grid North. Said being
described by Jared A. Wiley L.P.L.S No. 1820 on 5-27-19.

TOTAL LENGTH= 946' OR 57.33 RODS

SURVEYOR'S CERTIFICATE

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

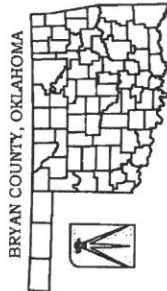
NE/4 NW/4
SECTION 8
T 7 S - R 9 E



PT. NE/4 NW/4
SEC. 8, T7S-R9E,
BRYAN CO., OK.
BOOK 665, PAGE 520
CITY OF DURANT
TOTAL LENGTH=
946' OR 57.33 RODS

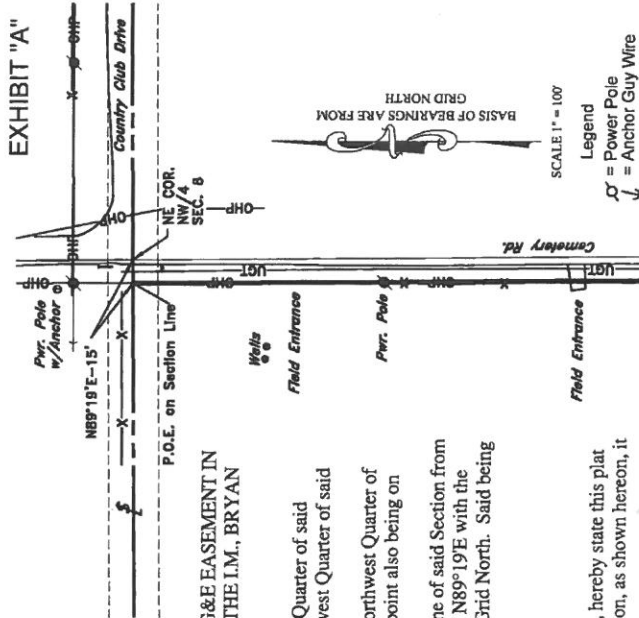


Jared A. Wiley L.P.L.S No. 1820
Phone (580) 226-5108
Fax (888) 662-7778
1010 Northwest Blvd.
Ardmore, OK 73401



BRYAN COUNTY, OKLAHOMA

P.O.B. on U.S. Hwy. 70 R/W Ln.
Commencing at the NW Cor.
NW/4 Sec. 8, Th. S00°30'E-946'
Th. S89°30'W-17' to the P.O.B.



1-2020-721826 Book 1521 Pg: 696
03/09/2020 2:48 pm Pg 0695-0696
Fee: \$ 20.00 Doc: \$ 0.00
Tammy Reynolds - Bryan County Clerk
State of Oklahoma

OKLAHOMA GAS AND ELECTRIC COMPANY

Bennett-Morris And Associates
Land Surveying, P.C.
ARDMORE, OKLAHOMA
Surveying, P.C. - C.A. No. 5975 (LS)

DRAWN BY: M. Sweeney

APPROVED BY: Jared A. Wiley

REVISIONS:

OG&E EASEMENT SKETCH
W.O. #7382502
Tubacox Feeder-Phase II

FILE #: 193008 DATE: 5-27-19

DRWG #: 193008-1.DWG DATE: 5-27-19

SCALE: 1in = 100ft

SHEET 1

RETURN TO:
Land Management Coordinator
OGE Electric Services
2214 West Broadway
Ardmore, OK 73401

EASEMENT

Work Order # 7382502

KNOW ALL MEN BY THESE PRESENTS: THAT **The City of Durant, Oklahoma**, a municipal corporation, Grantor, in consideration of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground a system of conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, upon and across the following real property and premises, situated in **BRYAN** County, State of Oklahoma, to wit:

A part the **SW/4 SW/4 SE/4, Section 5, T7S, R9E, I.M.**, Bryan County, Oklahoma, as shown and described on Exhibit "A" attached hereto and hereby made a part of this easement.

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

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

Signed and delivered this _____ day of _____ 2024.

**The City of Durant, Oklahoma,
a municipal corporation**

Rick Rumsey, Interim City Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 2024, personally appeared Rick Rumsey, Interim City Manager, for The City of Durant, Oklahoma, a municipal corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires: _____

Commission # _____

Notary Public

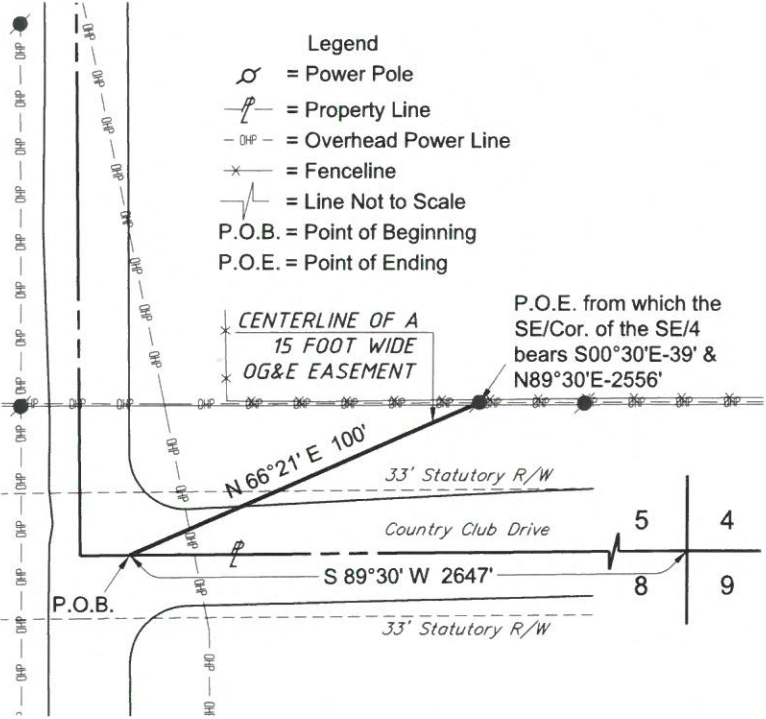
Notary Stamp:

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

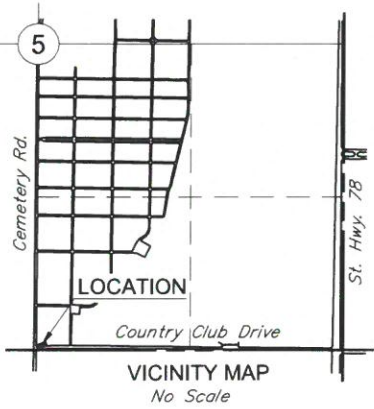
EASEMENT SKETCH

SECTION 5
T 7 S - R 9 E

EXHIBIT "A"



SCALE 1" = 50'



5
PT. SW/4 SW/4 SE/4 SEC. 5,
T7S-R9E, BRYAN CO., OK.
BOOK 377, PAGE 313
CITY OF DURANT
TOTAL LENGTH=
100' OR 6.06 RODS

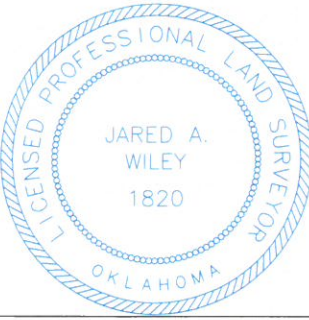
CENTERLINE DESCRIPTION OF A 15 FOOT WIDE OG&E EASEMENT IN A PART
OF THE SW/4 SW/4 SE/4 OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 9 EAST,
INDIAN MERIDIAN, BRYAN COUNTY, OKLAHOMA:

COMMENCING at the Southeast corner of the SE/4; Thence S89°30'W, along the South line
of the SE/4, 2647 feet to the POINT OF BEGINNING; Thence N66°21'E, 100 feet to the
POINT OF ENDING from which the Southeast corner of the SE/4 bears S00°30'E,
perpendicular to the South line of the SE/4, 39 feet and N89°30'E, along the South line of the
SE/4, 2556 feet. Basis of Bearings are Grid North. Said being described by Jared A. Wiley
L.P.L.S. No. 1820 on 2-22-23. TOTAL LENGTH= 100' OR 6.06 RODS

SURVEYOR'S CERTIFICATE

I, Jared A. Wiley, Licensed Professional Land Surveyor, hereby state this exhibit meets or
exceeds the Oklahoma Minimum Technical Standards for the practice of land surveying as
adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land
Surveyors. This plat depicts an accurate representation of the easement description, as shown
hereon, it is not a Land or Boundary Survey.

THE SURVEY DATA IS IN THE FOLLOWING FORMAT:
PROJECTION: OKLAHOMA SOUTH ZONE, LAMBERT CONFORMAL
HORIZONTAL: NAD83 / GEOID MODEL: GEOID12B / UNITS: US SURVEY FEET
BASIS OF BEARINGS WERE DERIVED AND VERIFIED BY TWO (2) ONLINE
POSITIONING USER SERVICE (OPUS) SOLUTIONS.



J. Wiley 5-31-2023
Jared A. Wiley L.P.L.S. No. 1820
Phone (580) 226-5108
Fax (888) 662-7778
1010 Northwest Blvd.
Ardmore, OK 73401

OKLAHOMA GAS AND ELECTRIC COMPANY			
Bennett-Morris And Associates Land Surveying, P.C. ARDMORE, OKLAHOMA Surveying, P.C. ~ C.A. No. 5975 (LS)	OG&E EASEMENT SKETCH W.O. #7382502 Tubacex Feeder-Phase II		REVISIONS:
	FILE #: 204077_P2_RR(03) DATE: 2-22-23		SCALE: 1in = 50ft
DRAWN BY: RLK	DRWG #: 204077A-5.DWG	DATE: 2-22-23	SHEET 1 OF 1
APPROVED BY: Jared A. Wiley			



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consider Approval of Request for a Resolution of Support for the N. 5th and N. 6th Avenue Bike/Pedestrian Connectivity Project Between Southeastern Oklahoma State University and Historic Downtown Durant (R-2024-03)

Council Information / Action Requested

Approval of Request for a Resolution of Support for the N. 5th and N. 6th Avenue Bike/Pedestrian Connectivity Project Between Southeastern Oklahoma State University and Historic Downtown Durant (R-2024-03)

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

ATTACHMENTS:

1. R-2024-03 Resolution of Support for 5th-6th

RESOLUTION NO. 2024-03

A RESOLUTION DECLARING THE SUPPORT OF THE CITY OF DURANT IN SUBMITTING A NOTICE OF INTENT/CALL FOR PROJECTS FOR TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO EXPLORE THE POTENTIAL USE OF TRANSPORTION ALTERNATIVES PROGRAM FUNDS SET FORTH FOR IJA FOR THE NORTH 5TH AND NORTH 6TH AVENUE BIKE/PEDESTRIAN CONNECTIVITY PROJECT IN THE CITY OF DURANT AND AUTORIZING THE COMMUNITY DEVELOPMENT DIRECTOR, REED AICHHOLZ, TO SIGN AND SUBMIT SAID FORM AND ANY OTHER REQUIRED INFORMATION

WHEREAS, the following community values are enshrined in Durant's Comprehensive Master Plan 2040 adopted in 2021: "Walkable, attractive streets and public spaces", "Safe, convenient and flexible transportation systems", "Community wellness and health"; and,

WHEREAS, the following transportation goals are enshrined in Durant's Comprehensive Master Plan 2040 adopted in 2021: "Create safe, reliable, convenient and effective multi-modal mobility and access for all.", "Develop transportation options that support a healthy lifestyle.", "Encourage the use of alternate modes of transportation/mobility, including walking, bicycling and public transportation, to reduce the dependency on private automobile use.", "Promote high-quality infrastructure that is accessible, equitable, efficient, cost effective and sensitive to the environment.", "Establish sidewalks, bicycle lanes, routes, signage and trails throughout the community."; and,

WHEREAS, North 5th and North 6th Avenues are vital, prime connectors identified in the Durant Master Trails Plan 2017 and these key connectors will be made safer, more functional and brought into compliance with current standards which require bike lanes be located to the right of vehicular travel lanes rather than to the left as both 5th and 6th are currently configured; and,

WHEREAS, the City of Durant has been collaborating with many citizens, several community organizations and Southeastern Oklahoma State University in exploring how North 5th and North 6th Avenues, portions of West Evergreen Street and portions of West Locust Street can be transformed into safer, more functional, more accessible multimodal corridors between SOSU and historic downtown Durant including connections to Washington Irving Elementary School and Durant Middle School; and,

WHEREAS, by reconfiguring North 5th and North 6th Avenues to have one vehicle lane and one bicycle lane to the right of the vehicle lane with a painted buffer between the lanes and a continuous ADA compliant sidewalk with curb ramps at all intersections, the reconfigured streets will meet current safety and accessibility standards and seamlessly integrate with plans currently being developed by SOSU to maximize alternate transportation modes, bikeability and walkability around the main campus entrance loop road, thus creating safe and accessible routes to the university's core facilities, academic facilities, athletic facilities, housing facilities and the Semple Family Museum of Native American Art; and,

WHEREAS, by improving North 5th and North 6th Avenues as previously described; adding bike lanes along Evergreen between N 6th Ave and N 2nd Ave, students living on campus and citizens residing along the route without access to motor vehicles or citizens who prefer not to drive motor vehicles will have safe, multimodal and fully ADA compliant access to downtown restaurants and businesses, as well as city and county offices, and other essential services; and,

WHEREAS, the North 5th and North 6th Avenue transportation corridors provide connections to the Boys and Girls Club, an elementary school and an intermediate school, several churches, and Durant Dixon and Schuler neighborhood parks; and,

WHEREAS, reconfiguring North 5th Avenue as previously described above will significantly improve the safety of the youth arriving and departing the Boys and Girls Club; and,

WHEREAS, improving walkability, bikeability and accessibility has been repeatedly demonstrated to have positive economic impacts on property values, retail business activity and investments, sales tax revenue, spendable income by reducing transportation costs and, citizen's ability to increase their income as a result of improved access to education and employment opportunities.

WHEREAS, the City of Durant desires to enhance the safety of all residents and visitors regardless of age, physical ability or socioeconomic status and to enhance the quality of life for all residents and visitors; and,

THEREFORE, BE IT RESOLVED, that the Durant City Council authorizes city staff to submit a Notice of Intent / Call for Projects Form and other required information and enter into discussions with the Oklahoma Department of Transportation, Southeastern Oklahoma State University, and other potential funders to determine the feasibility, cost and availability of funding needed to transform N 5th and N 6th Avenues, portions of W Evergreen Street and portions of W Locust Street into multimodal corridors and provide a Safe Route to Schools.

PASSED AND APPROVED this 13th day of February, 2024.

DURANT CITY COUNCIL

Martin Tucker, Mayor

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consider Approval to Declare City Owned Real Estate Parcel Located at the Intersection of Big Lots Parkway and Ninth Avenue as Surplus and Put Out for Bid.

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 9th and Big Lots RFP feb 2024
2. Mao Big Lots and 9th Property



THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and the City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: RFP for parcel of land on 9th ave and Big Lots Pkwy

Request: Consider Approval to Declare City Owned Real Estate Parcel Located at the Intersection of Big Lots Parkway and Ninth Avenue as Surplus and Put Out for Bid.

Background: The .95 acre parcel is formerly a street ROW and sits between two parcels owned by Vision Bank. Vision Bank intends to build on their parcels in the near future. In order to build, they would need to purchase or have building rights on this parcel.

Analysis: Given the bank's desire to build, the City is in an advantageous position to leverage its asset and put rights of the parcel out for bid. The only nearby comparable property is a 1 acre commercial property at 711 Blanchard selling at a relatively high price of \$53,000.





THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: Replat Request from Stachowski Property 4302 N Washington Ave

Request: Consider a request from the Stachowski family to replat their property.

Current Zoning: A1- Agricultural

The current Land Use Map has this area as Agricultural A-1 surrounded by lower density residential.

Surrounding Properties:

Direction	Zoning	Use
North	A-1/R-1	Agriculture / Residential
East	R-1	Single Family Residential Uses
South	A-1	Agricultural Uses
West	R-1	Single Family Residential

Lot Characteristics:

Width	~ 325 ft.
Depth	~ 1310 ft.
Total Area	~ 9.75 acres (~425,000 sq. ft.)

Applicant: The Stachowski Family

Background: Applicant approached staff with the desire to divide the parcel between several family members and build a new residence at the front of the property. City Ordinance requires them to replat the property.

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

Analysis: The subject property, owned by the Stachowski family, is approximately 9.75 acres in total and is already split into 4 parcels among family members. They intend to create a minor change to the current parcels between 4 family members. Replating the property will document and allow the proposed property lines changes and easement access to all parcels. This type of replat would be considered a minor subdivide:

“(1) Minor subdivisions shall create no more than four lots and do not require the creation of a new street or the extension of municipal facilities. Minor subdivisions may be approved for residential and nonresidential properties. Conveyance plats may be approved under the procedure for minor subdivisions provided that they establish no more than four lots and do not create a new street or extend municipal facilities. Minor plat approval requires the submission of a final plat as described under these regulations, or the submission of a conveyance plat as described under these regulations.”

Moreover, the IFC question at hand is whether or not all parcels need to abut an IFC approved access road:

“Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds”

Another two questions that have arisen are: “what type of frontage does a property need as it abuts an IFC access road?” and “What is the difference between a building line and frontage/abutting a street?”

Attached are two graphics that show what is allowable for residential properties:

(Prior Code, § 156.064) (Ord. 1041, passed 4-12-1983)

§ 155.065 LOTS.

- (A) Residential lots shall be not less than 60 feet in width at the front building line and shall abut a street a distance of not less than 35 feet.
- (B) The area of residential lots shall be not less than 6,000 square feet.
- (C) In residential subdivisions where septic tank or individual sewage disposal devices are to be installed, the area of the lot shall be not less than 6,000 square feet.
- (D) Lots are not required for subdivisions for commercial and industrial use, but when provided should be of appropriate size and arrangement to the intended use.

§157.032 District Regulations

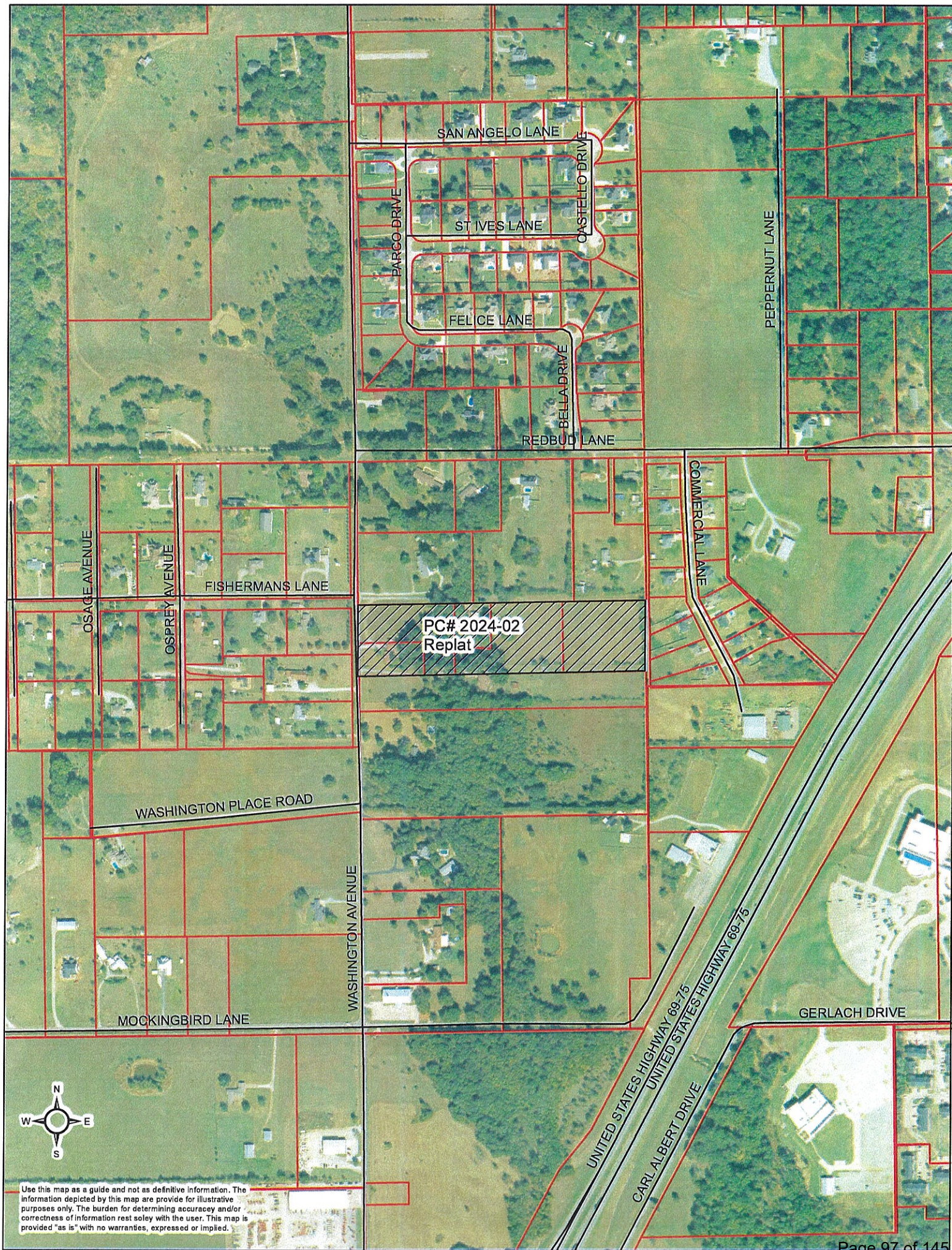
No lot or yard shall be established in any district that does not meet the minimum requirements set forth in the following table. No building or structure shall be erected or enlarged to exceed these regulations, except as elsewhere provided in these regulations. (Ord. No. 1040, 4/12/83; Ord. No. 1078, 10/8/85)

Zoning Districts	Lot Area Minimum	Lot Width at Front Building Line (A)	Building Coverage (Percent)	Impervious Coverage (Percent)	Front (B)	Yards Minimum Setback (D) Side Interior Adjoining Resident District	Yards Minimum Setback (D) Side Interior Adjoining Non-Resident District	Exterior	Rear	Height Maximum
A-1 Agriculture	5 acres	150'	30% incl. Acc. Bldg.		50'	25'				
R-1 Single Family	8,400 sq. ft.	70'	30%		30'	5'	5'	25'	50'	35'
R-2 Two-Family Single family Duplex	6,000 sq. ft. 8,000 sq. ft.	60' 80'	35%		25'	5'	5'	15' st. side	20' Acc. Bldg 10'	35'
R-3 General Residential	6,000 sq. ft. + 1,200 sq. ft. per unit over 2	50' 70'	50%		25' Incl. dbl. Frontage	5'	5'	15' st. side	20' Acc. Bldg 10'	35'
R-4 Manufactured Homes	See Regulations						1' per 1' ht.	15'	20'	35'

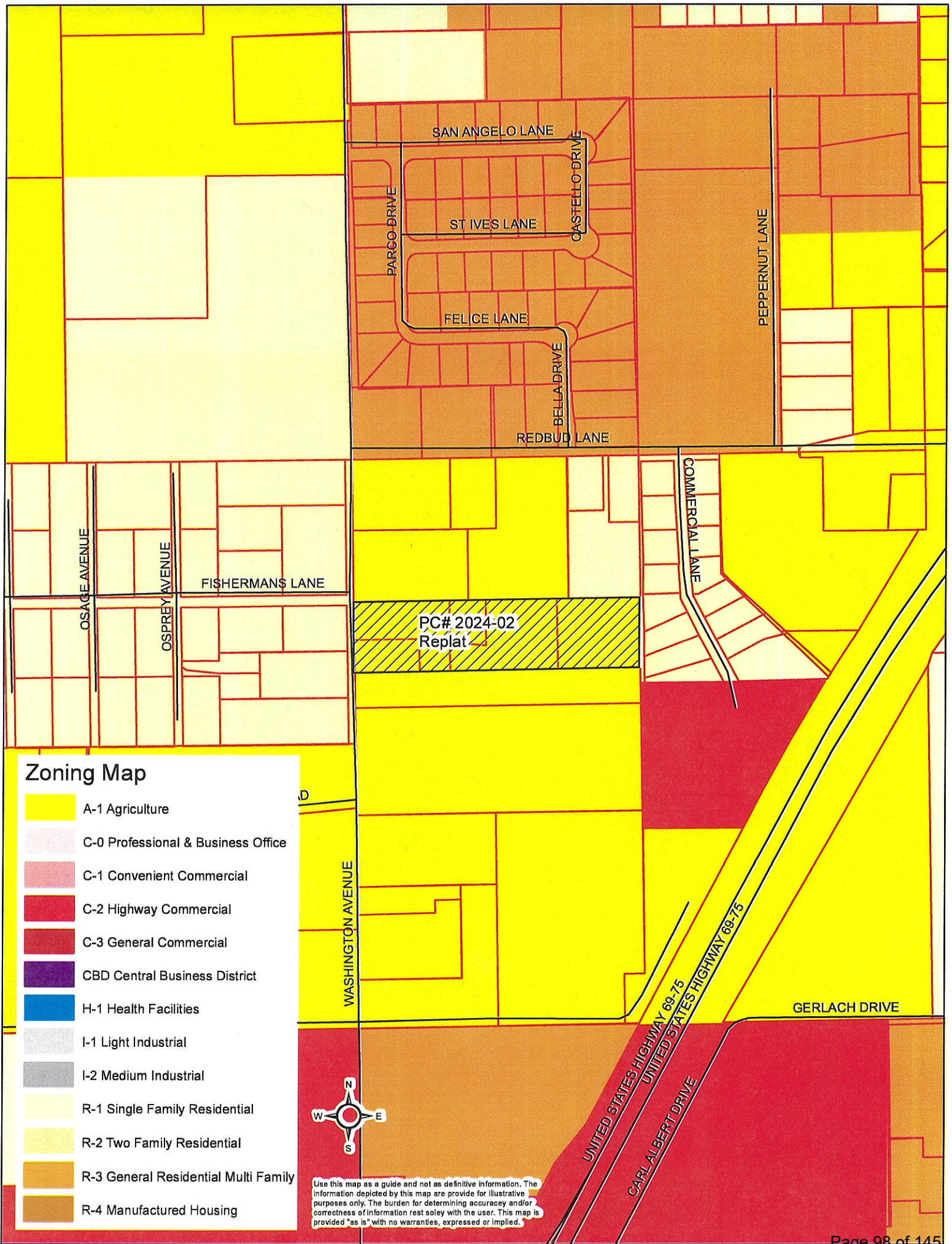
The applicant will have to come back for a final plat should this be approved with public infrastructure.

Staff Recommendation: Staff would recommend approving this request with the understanding that any lots in the plat must abut an IFC street for a minimum of 35 feet. The recommendation is contingent upon proof of purchase of the rearmost parcel to Vicki Stachowski OR the surrounding land owner so that no parcels are at risk of being orphaned. (SEE Exhibit A for Proposed Plat Structure)

Required Action: Hold a public hearing and recommend approval or denial for the replat – located at 4302 N Washington Ave. Any specific conditions imposed by the Commission should be read into any approval motion.



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.

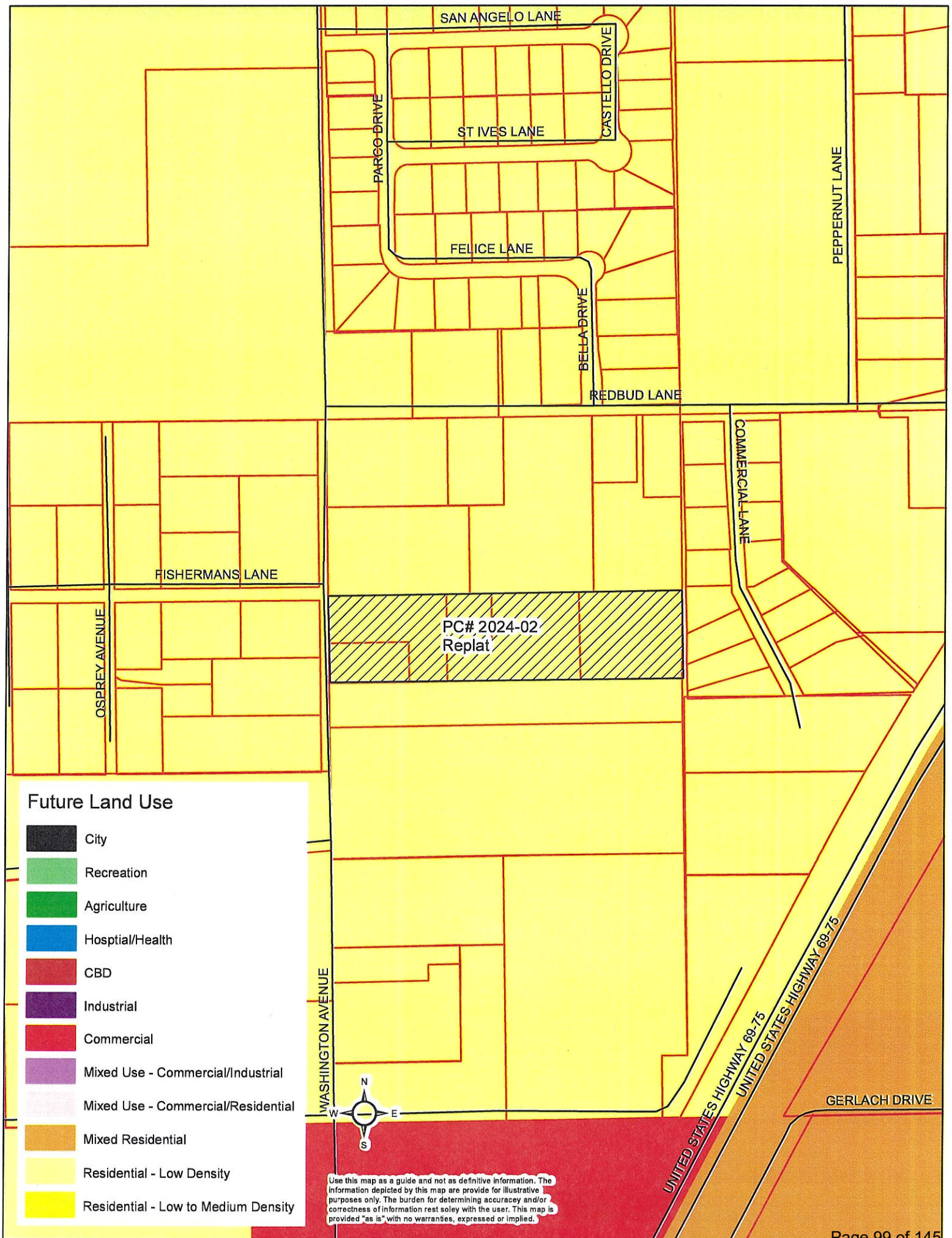


Zoning Map

- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
- H-1 Health Facilities
- I-1 Light Industrial
- I-2 Medium Industrial
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 General Residential Multi Family
- R-4 Manufactured Housing



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.



Subdivision/Plat Application

Sketch Plat: ☐
Preliminary Plat: ☐
Final Plat: ☐
Re-Plat: ☒

Petition # PC2024-02
Fee \$ 300.00
Expedited Fee \$ _____

APPLICANT INFORMATION

Name: Vicki L. Stachowski	Email:	Phone #1 580-924-7429
Mailing Address: 4302 N. Washington Ave		Phone #2
City: Durant	State: Oklahoma	Zip: 74701
Applicant's Interest in Property:		Fax #

SURVEYOR INFORMATION

Name: Craige Surveying LLC	Email: craigesurveying@gmail.com	Phone #1 580-295-2404
Mailing Address: P.O. Box 383		Phone #2
City: Bokchito	State: Oklahoma	Zip: 74726
Surveyor Oklahoma License Number: PLS#1780		Fax #

ENGINEER INFORMATION

Name:	Email:	Phone #1
Mailing Address:		Phone #2
City:	State:	Zip:
Engineer Oklahoma License Number:		Fax #

LAND INFORMATION

Legal Description: <u>See attachment</u>	Parcel Number: Numbers 1 - 6
Proposed Subdivision Name: <u>Lilley Acres</u>	Current Zone: <u>Agricultural</u>
Proposed Use: <u>Residential</u>	Proposed Zone: <u>Residential</u>
Current Property Owner's Name: <u>Parcel's #1 & 2 Vicki L. Stachowski, Parcel #3: Timothy Stachowski, Parcel's # 4 & 5 David L. Lilley, Parcel #6 Tristian Lilley</u>	

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: Vicki L. Stachowski Date: _____

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:
Lilley Family Trust: Split inherited property. Family to keep existing lots as is with the exception of
single family residence proposed for Lot 2 to additional family member in the next year.

STATE HOW THE FOLLOWING ISSUES WILL BE ADDRESSED:

1. Parking:
Parking will remain on proposed residential lots and will not affect traffic of N. Washington Ave.

2. Screening of offensive areas (trash, loading areas, transformers, utility connections, detention ponds, etc.).
None

3. Traffic Impacts:
None

4. Protection of Neighborhoods:
Proposed division of property will not significantly impact neighborhood development.

What licenses and permits (if any) are required for this proposed use?
None

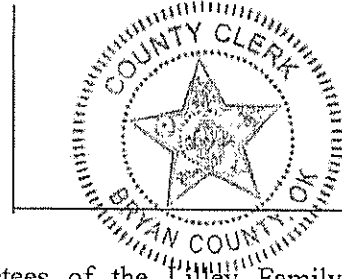
Please list or describe any other reasons to support this application.

Addendum

Subdivision: <u>Lilley Acres</u>	Owner: <u>Stachowski, V.</u>	Lot: <u>1</u>	
Width _____	Length _____	Size <u>1.49</u> Acres	Street Frontage: <u>Yes</u> <u>150 ft</u>
Subdivision: <u>Lilley Acres</u>	Owner: <u>Stachowski, V.</u>	Lot: <u>2</u>	
Width _____	Length _____	Size <u>1.32</u> Acres	Street Frontage: <u>Yes</u> <u>ft</u>
Subdivision: <u>Lilley Acres</u>	Owner: <u>Stachowski, T.</u>	Lot: <u>3</u>	
Width _____	Length _____	Size <u>1.32</u> Acres	Street Frontage: <u>Yes</u> <u>35 ft</u>
Easement: <u>Yes</u>	Driveway Access: <u>Yes</u>		
Subdivision: <u>Lilley Acres</u>	Owner: <u>Lilley, D.</u>	Lot: <u>4</u>	
Width _____	Length _____	Size <u>1.35</u> Acres	Street Frontage: <u>No</u>
Easement: <u>Yes</u>	Driveway Access: <u>Yes</u>		
Subdivision: <u>Lilley Acres</u>	Owner: <u>Lilley, D.</u>	Lot: <u>5</u>	
Width _____	Length _____	Size <u>1.61</u> Acres	Street Frontage: <u>No</u>
Easement: <u>Yes</u>	Driveway Access: <u>Yes</u>		
Subdivision: <u>Lilley Acres</u>	Owner: <u>Lilley, T.</u>	Lot: <u>6</u>	
Width _____	Length _____	Size <u>2.96</u> Acres	Street Frontage: <u>No</u>
Easement: <u>Yes</u>	Driveway Access: <u>Yes</u>		

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757430 Book 1639 Pg 1036
08/23/2023 2:54pm Pg 1036-1038
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK



TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 (*"the Grantor"*), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Timothy Stachowski, a married person, of 4332 N. Washington, Oklahoma 74701 (*"the Grantee"*), Parcel 2 as shown on the attached plat and as more specifically described on **Exhibit A**, attached hereto and incorporated herein, together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Executed and delivered this 23rd day of August 2023.

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

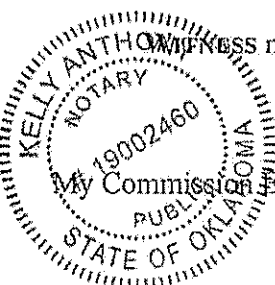
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

COUNTY OF BRYAN)

ss.

23rd Before me the undersigned, a Notary Public in and for said County and State, on this day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, on behalf of the trust.



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

Kelly Anthony
Notary Public

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NW/C SW/4 OF SAID SECTION 17; THENCE S 00°55'13" E ALONG WEST LINE SW/4 A DISTANCE OF 659.97 FEET TO THE NW/C N/2 S/2 NW/4 SW/4; THENCE N 89°27'51" E ALONG NORTH LINE THEREOF A DISTANCE OF 442.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°55'13" E A DISTANCE OF 196.80 FEET; THENCE S 84°09'30" E A DISTANCE OF 168.93 FEET; THENCE N 00°55'13" W A DISTANCE OF 215.56 FEET TO A POINT ON THE NORTH LINE OF THEN/2 S/2 NW/4 SW/4; THENCE S 89°27'51" W ALONG SAID NORTH LINE A DISTANCE OF 167.75 FEET; BACK TO THE TRUE POINT OF BEGINNING, CONTAINING 0.79 ACRES, MORE OR LESS, AS THE CASE MAY BE.

THIS CONVEYANCE IS SUBJECT TO A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA, IN FAVOR OF DAVID LILLEY AND TRISTEN LILLEY, AS SHOWN ON THE ATTACHED PLAT.

THIS CONVEYANCE INCLUDES A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA, ACROSS THE REAL PROPERTY CONVEYED TO VICKIE STACHWOSKI, AS SHOWN ON THE ATTACHED PLAT

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY COLE CRAIGE, P.L.S. #1780, ON JUNE 6, 2023. ALL BEARINGS ARE GRID BEARINGS (NAD 83 OK ZONE SOUTH) DERIVED BY DIFFERENTIAL G.P.S. THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS S 00°55'13" E ALONG THE WEST LINE OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA.

I-2023-757430 Book 1639 Pg 1037
08/23/2023 2:54pm Pg 1038-1038
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

NW1/4 SW1/4
17T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

S 00°55'13"E 659.97'

N. WASHINGTON AVE.

2.32 ACRES

STACHOWSKI
BOOK 997 PAGE 152
NOT A PART

0 79 ACRES

2.96 ACRES

PARCEL 4
2.96 ACRES

Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

SW/C SW/4
17 T6S R9E
BRYAN COUNTY
GDD NAIL FOUND

~BASIS OF BEARINGS~
SPC (NAD 83)/ OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E

1-2023-757430 Book 1639 Pg 1038
08/23/2023 2:54pm Pg 1036-1038
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

GENERAL SURVEY NOTES:
SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF.

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757432 Book 1639 Pg 1041
08/23/2023 2:54pm Pg 1041-1043
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 ("the Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Tristen Lilley of 1530 Rowena Lane, Norman, OK 73069 ("the Grantee"), all of Parcel 4 as shown on the attached plat and as specifically described on **Exhibit A**, attached hereto and incorporated herein, together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Executed and delivered this 23rd day of August 2023,

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

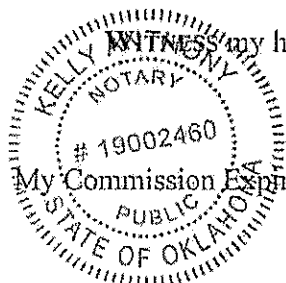
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

COUNTY OF BRYAN)

ss.

23rd Before me the undersigned, a Notary Public in and for said County and State, on this day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, on behalf of the trust.



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

Kelly Anthony
Notary Public

EXHIBIT A

THE EAST 390.92 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND
MERIDIAN, BRYAN COUNTY, OKLAHOMA.

30' ACCESS EASEMENT:

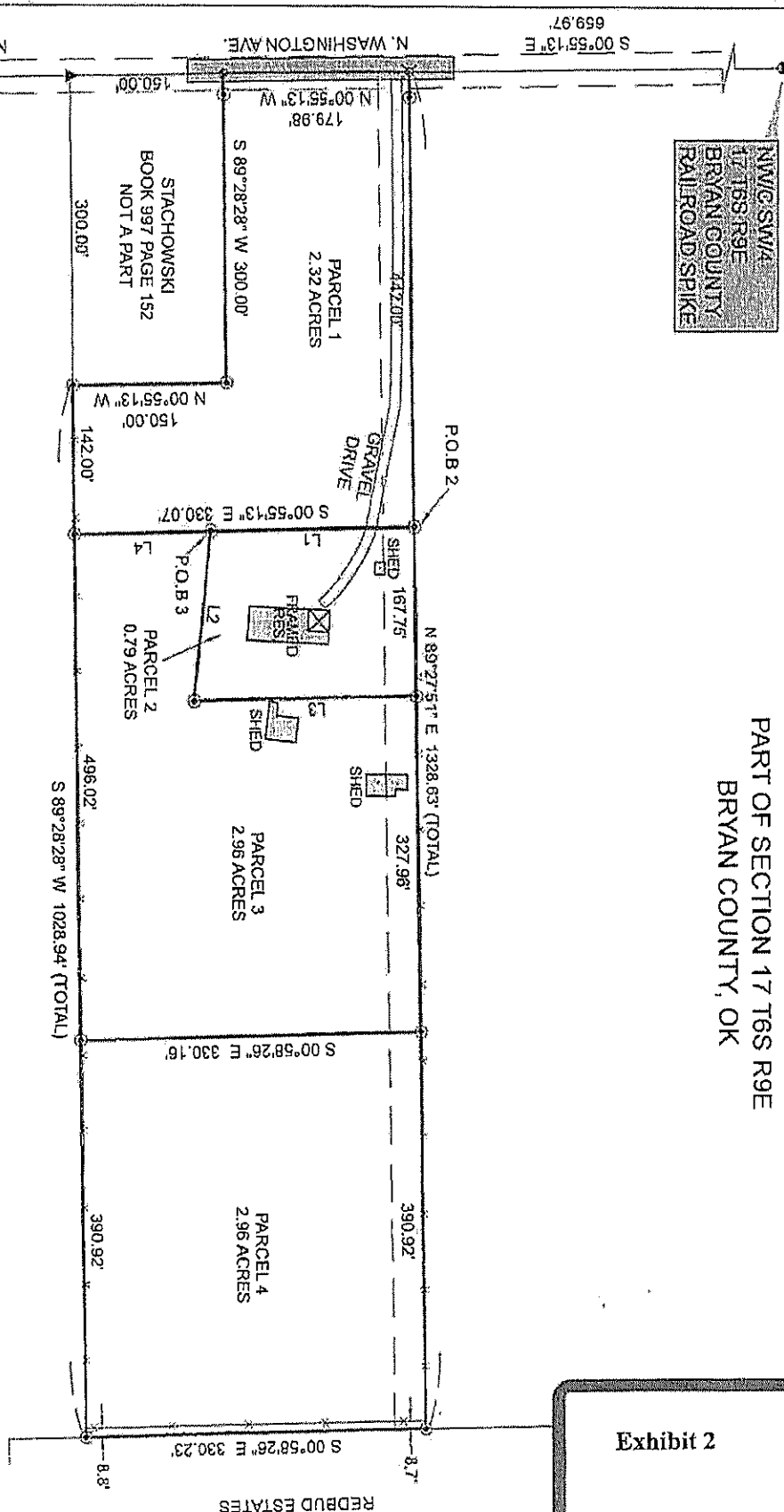
ALL TOGETHER WITH A 30' ACCESS EASEMENT ACROSS THE
NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND
MERIDIAN, BRYAN COUNTY, OKLAHOMA.

I-2023-757432 Book 1639 Pg 1042
08/23/2023 2:54pm Pg 1041-1043
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

LAND BOUNDARY SURVEY PLAT
PART OF SECTION 17 T6S R9E
BRYAN COUNTY, OK

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

SW/4 SW/4
17 T6S R9E
BRYAN COUNTY
GODDINAIL FOUND



Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

1-2023-757432 Book 1638 Pg 1043
08/23/2023 2:54pm Pg 1041-1043
Fee \$22.00 Doc: 50.00
Tammy Reynolds - Bryan County Clerk
State of OK

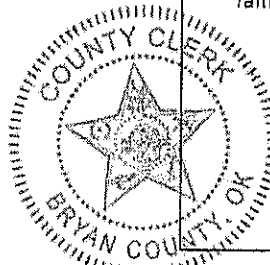
-BASIS OF BEARINGS-
SPC (NAD 83) OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E

GENERAL SURVEY NOTES:
SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF.

Exhibit 2

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757431 Book 1639 Pg 1039
08/23/2023 2:54pm Pg 1039-1040
Fee: \$20.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK



TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 ("the Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Vickie Stachowski of 4302 N. Washington, Durant, OK 74701 ("the Grantee"), the following described real property and premises situated in Bryan County, State of Oklahoma, and more specifically described, to-wit:

THE WEST 442.00 FEET OF THE N/2 S/2 NW/4 SW/4 LESS AND EXCEPT
THE SOUTH 150.00 FEET OF THE WEST 300.00 FEET THEREOF, IN
SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN
BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA,

together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same, subject to a 30' access easement across the North 30.00 feet of the N/2 S/2 NW/4 SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma in favor of Tim Stachowski, David Lilley, and Tristen Lilley.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

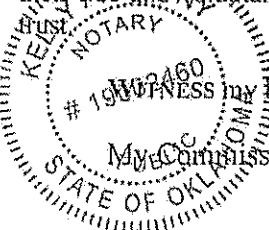
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

) ss.

COUNTY OF BRYAN)

Before me the undersigned, a Notary Public in and for said County and State, on this 23rd day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012, to me known to be the identical person who executed the forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth herein on behalf of the



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

My Commission Expires: 3/18/27

Deed Anthony
Notary Public

LAND BOUNDARY SURVEY PLAT
PART OF SECTION 17 T6S R9E
BRYAN COUNTY, OK

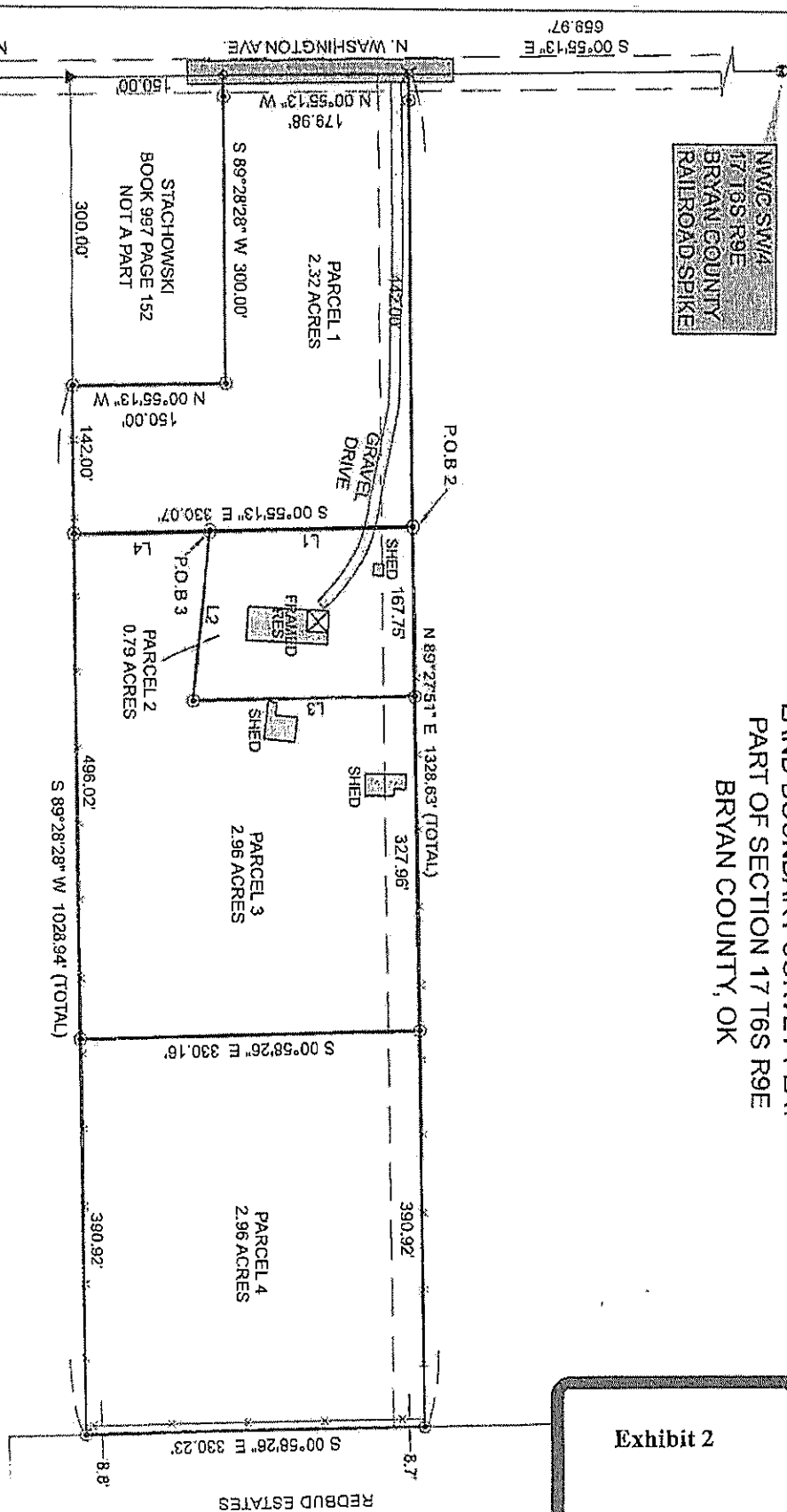


Exhibit 2

GENERAL SURVEY NOTES:

SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF

SW/4 SW/4
17 T6S R9E
BRYAN COUNTY
600 NAIL FOUND

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

-BASIS OF BEARINGS-
SPC (NAD 83) OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

I-2023-757431 Book 1639 Pg 1040
08/23/2023 2:54pm Pg 1039-1040
Fee: \$20.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

Mail To: Peoples Federal Savs. & Loan
Association of Ardmore
313 West Broadway
Ardmore, Oklahoma 73401

INDEXED

322,878

WARRANTY DEED
JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS:

That BILLY BOB BRYANT and PATRICIA
JEAN BRYANT, husband and wife,

STATE OF OKLAHOMA, Bryan COUNTY, ss.
This instrument was filed for record on the 30 day of Nov
A. D. 19 76 at 2:45 o'clock, 2 minutes 2 M., and duly re-
corded in Book No. 597, Page 547, Fee \$1.00
Billie Ruth Roberts County Clerk
By Viola Carr Deputy

part V of the first part in consideration of the sum of

---Ten Dollars, and no/100 and other valuable considerations DOLLARS,
the receipt of which is hereby acknowledged, do----- by these presents grant, bargain, sell and convey unto
LYNWOOD LILLEY

and BESSIE R. LILLEY, husband and wife, as joint tenants, the survivor to take all,
and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the
following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17,
Township 6 South, Range 9
East, containing 10 acres more
or less according to the Governemnt
Survey thereof,



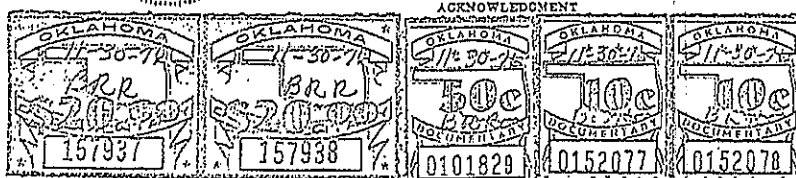
R.S. # 40,70

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 parties of the second part, their grantees and the heirs and
grantees of the survivors, forever, free, clear, and discharged of and from all former grants, titles, charges, judgements, taxes,
mortgages and other liens and incumbrances of whatsoever nature,
LESS & EXCEPT all oil, gas and other minerals which are outstanding of
record in previous owners.

SIGNED and Sealed this 29th day of October, 1976
Billy Bob Bryant Patricia Jean Bryant
BILLY BOB BRYANT PATRICIA JEAN BRYANT

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Bryan County, ss.
Before me the undersigned, Notary Public in and for said County and State, on this 29th day of October, 1976, personally appeared
BILLY BOB BRYANT and PATRICIA JEAN BRYANT
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same
as their free and voluntary act and deed for the uses and purposes therein set forth.
WITNESS my hand and Seal the day and year last above written.
My Commission Expires Oct 28 78 C. Brown Notary Public



P-547

STATE OF OKLAHOMA
BRYAN COUNTY
I hereby certify that the foregoing is a
true, correct and full copy of the instrument
herewith set out as appears of record in this
office this 12 day of Oct, 1976
Billie Ruth Roberts County Clerk
Viola Carr Deputy

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757433 Book 1639 Pg 1044
08/23/2023 2:54pm Pg 1044-1046
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 ("the Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto David L. Lilley and Marty Lilley, husband and wife, as joint tenant, with right of survivorship and not as tenants in common, of PO Box 275, Durant, OK 74701 ("the Grantee"), all of Parcel 3 as shown on the attached plat and as specifically described on **Exhibit A**, attached hereto and incorporated herein, together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Executed and delivered this 23rd day of August 2023.

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

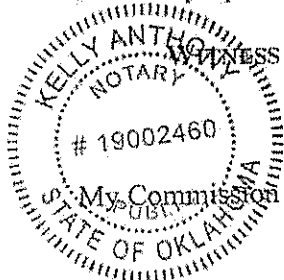
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

COUNTY OF BRYAN)

ss.

23rd Before me the undersigned, a Notary Public in and for said County and State, on this August day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012, to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, on behalf of the trust.



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

Kelly Anthony
Notary Public

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NW/C SW/4 OF SAID SECTION 17; THENCE S 00°55'13" E ALONG WEST LINE SW/4 A DISTANCE OF 659.97 FEET TO THE NW/C N/2 S/2 NW/4 SW/4; THENCE N 89°27'51" E ALONG NORTH LINE THEREOF A DISTANCE OF 442.00 FEET; THENCE S 00°55'13" E A DISTANCE OF 196.80 FEET TO THE POINT OF BEGINNING; THENCE S 84°09'30" E A DISTANCE OF 168.93 FEET; THENCE N 00°55'13" W A DISTANCE OF 215.56 FEET TO A POINT ON THE NORTH LINE N/2 S/2 NW/4 SW/4; THENCE N 89°27'51" E ALONG SAID NORTH LINE A DISTANCE OF 327.96 FEET; THENCE S 00°58'26" E A DISTANCE OF 330.16 FEET TO A POINT ON THE SOUTH LINE N/2 S/2 NW/4 SW/4; THENCE S 89°28'28" W ALONG SAID SOUTH LINE A DISTANCE OF 496.02 FEET; THENCE N 00°55'13" W A DISTANCE OF 133.27 FEET; BACK TO THE TRUE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, AS THE CASE MAY BE.

ALL TOGETHER WITH A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA AS SHOWN ON THE ATTACHED PLAT, AND SUBJECT TO A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 IN FAVOR OF TRISTEN LILLEY.

THIS CONVEYANCE INCLUDES A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA, ACROSS THE REAL PROPERTY CONVEYED TO VICKIE STACHWOSKI AND TIMOTHY STACHOWSKI, AS SHOWN ON THE ATTACHED PLAT

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY COLE CRAIGE, P.L.S. #1780, ON JUNE 6, 2023. ALL BEARINGS ARE GRID BEARINGS (NAD 83 OK ZONE SOUTH) DERIVED BY DIFFERENTIAL G.P.S. THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS S 00°55'13" E ALONG THE WEST LINE OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA.

I-2023-757433 Book 1639 Pg 1045
08/23/2023 2:54pm Pg 1044-1046
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY,
RAILROAD SPIKE

LAND BOUNDARY SURVEY PLAT
PART OF SECTION 17 T6S R9E
BRYAN COUNTY, OK

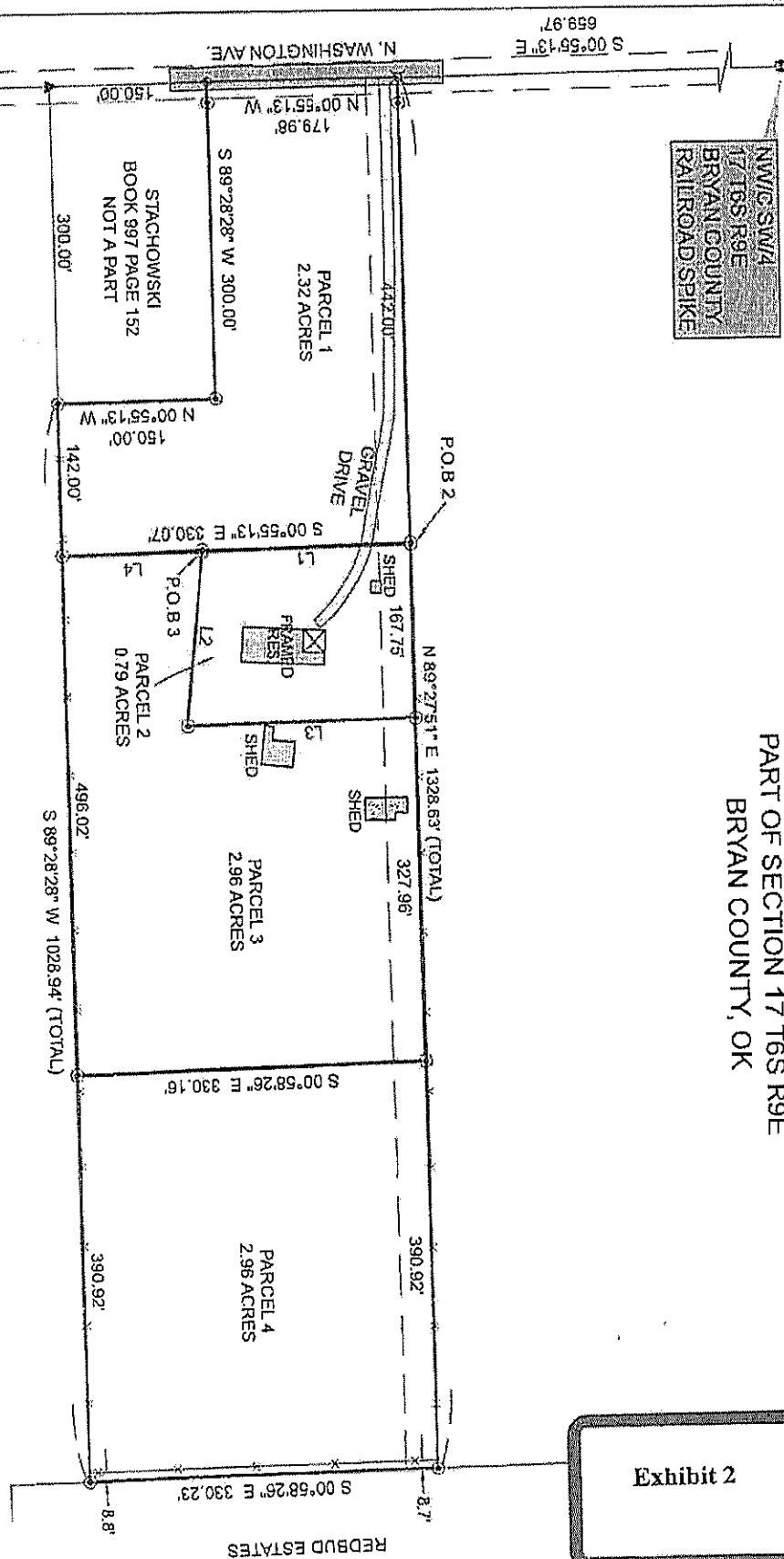


Exhibit 2

SW/4 SW/4
17 T6S R9E
BRYAN COUNTY,
60D NAIL FOUND

Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

-BASIS OF BEARINGS-
SPC (MAD 83) OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E

1-2023-757433 Book 1638 Pg 1046
08/23/2023 2:54pm Pg 1044-1046
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

GENERAL SURVEY NOTES:
SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF.

Lilly Acres

[illegible]

Tel. _____
YVES STACHOWSKI

Tel. _____
THEODORE STACHOWSKI

Tel. _____
DAVID TALEY

Tel. _____
TAMM TALLEY

NOTARY PUBLIC



THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and the City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: Rezone Request from Stachowski Property 4302 N Washington Ave

Request: Consider a request from the Stachowski family to rezone their property.

Current Zoning: A1- Agricultural

The Future Land Use Map has this area as a low residential

Surrounding Properties:

Direction	Zoning	Use
North	A-1/R-1	Agriculture / Residential
East	R-1	Single Family Residential Uses
South	A-1	Agricultural Uses
West	R-1	Single Family Residential

Lot Characteristics:

Width	~ 325 ft.
Depth	~ 1310 ft.
Total Area	~ 9.75 acres (~425,000 sq. ft.)

Applicant: The Stachowski Family

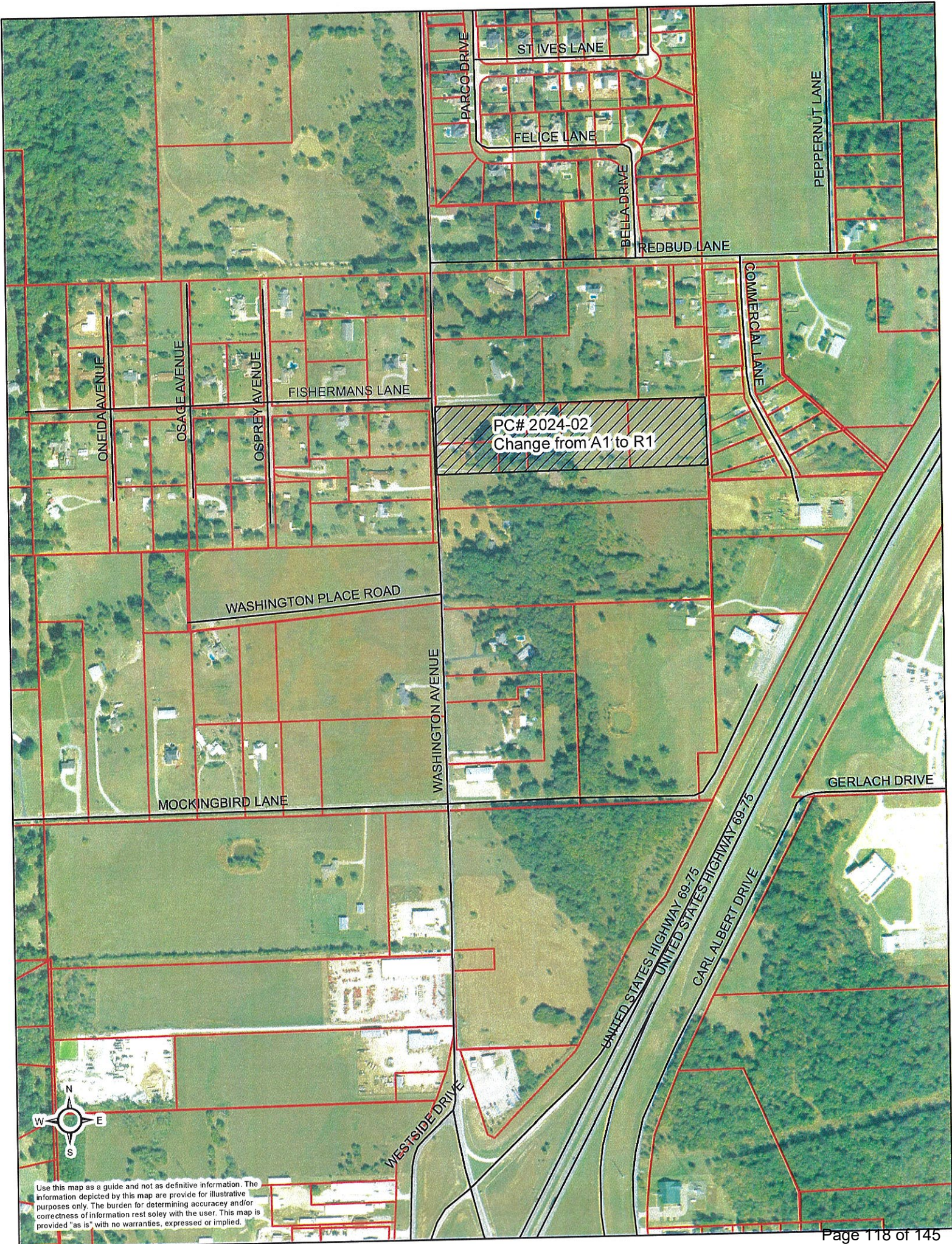
Background: Applicant approached staff with the desire to divide the parcel between several family members and build a new residence at the front of the property. City Ordinance requires them to rezone the property from A-1 to R-1.

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

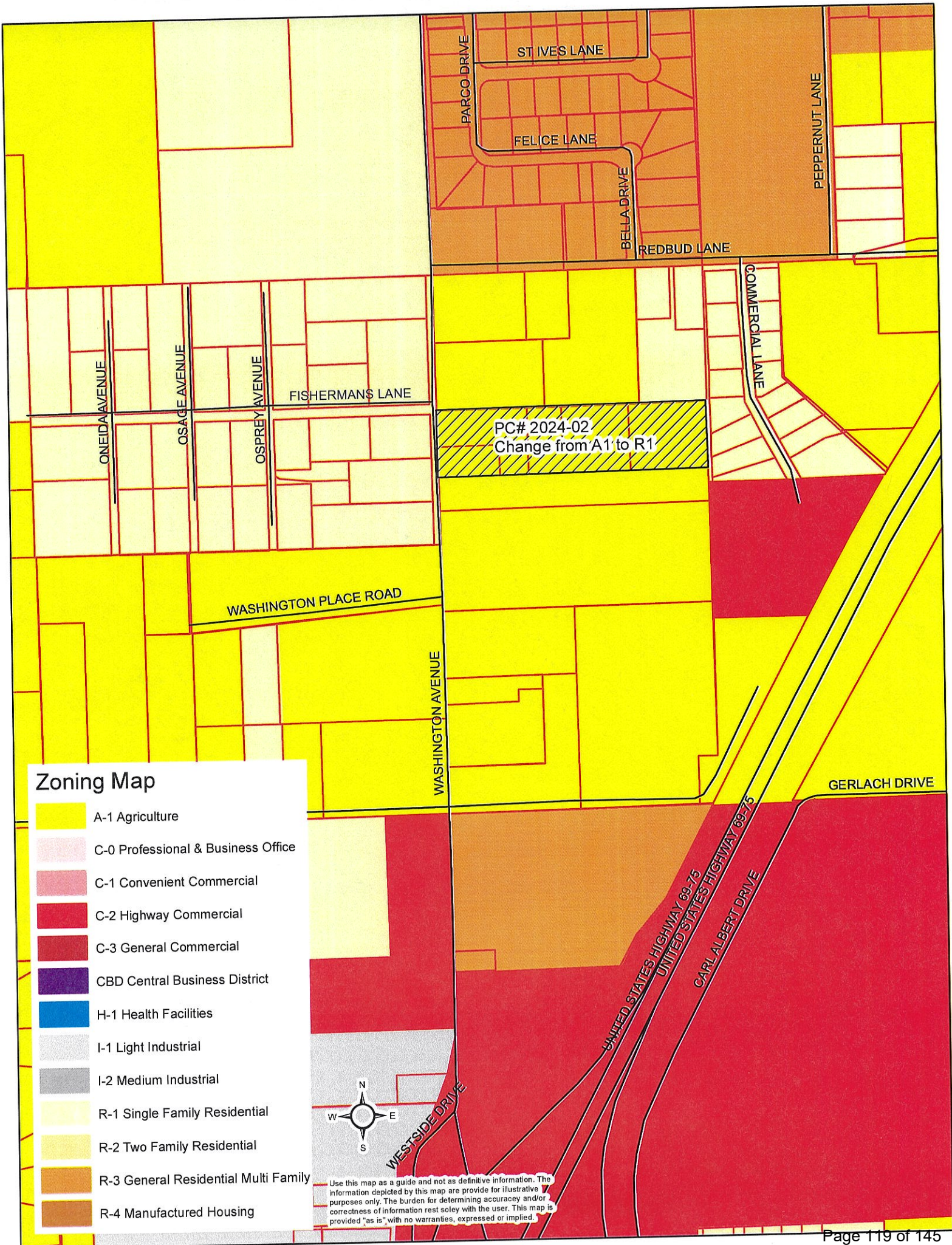
Analysis: The subject property, owned by the Stachowski family, is approximately 9.75 acres in total and is already split into 5 parcels among family members. They intend to create a minor change to the current parcels between 4 family members. They also intend to build a single-family residence in the front lot of the property abutting Washington Ave. This split and rezone is defined as a minor subdivision:

Staff Recommendation: Staff would recommend approving this request to rezone to R-1.

Required Action: Hold a public hearing and recommend approval or denial for the rezone – located at 4302 N Washington Ave. Any specific conditions imposed by the Commission should be read into any approval motion.

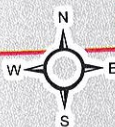


Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.

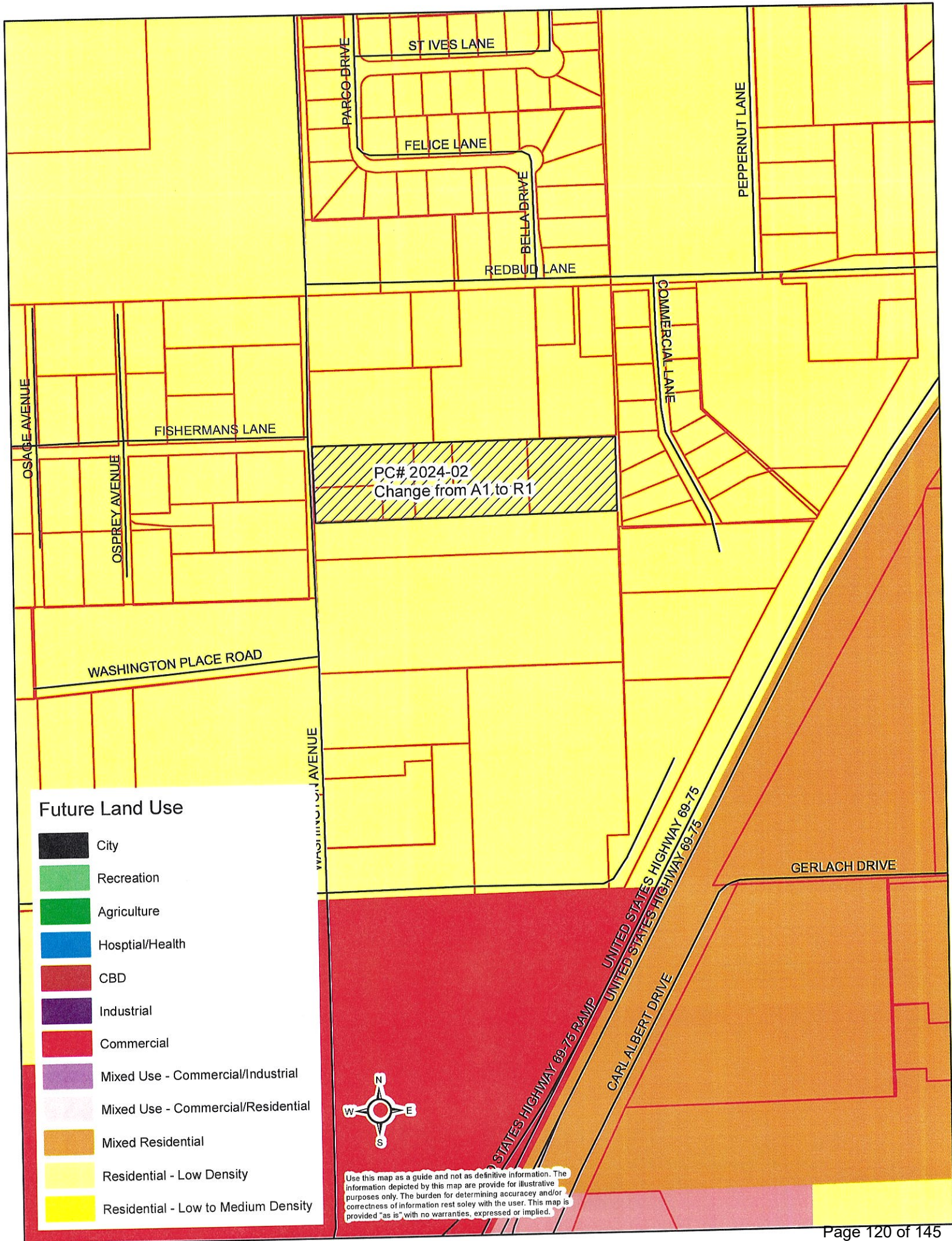


Zoning Map

- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
- H-1 Health Facilities
- I-1 Light Industrial
- I-2 Medium Industrial
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3 General Residential Multi Family
- R-4 Manufactured Housing



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.



REZONING APPLICATION

Petition # PC2024-02
 Fee \$ 300.00

APPLICANT INFORMATION

Name: <u>Vicki L. Stachowski</u>	Email:	Phone #1 <u>580-924-4729</u>
Mailing Address: <u>4302 N. Washington Ave</u>	Phone #2	
City: <u>Durant</u>	State: <u>OK</u>	Zip: <u>74701</u>
Applicant's Interest in Property:		Fax #
<u>Trustee on behalf of Lilley Family Trust beneficiaries: David L. Lilley, Tristian Lilley, & Timothy Stachowski</u>		

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

Physical Address of Rezoning Request:			
☐ Platted ☐ Un-Platted	Subdivision <u>Lilley Acres</u>	Lot <u>1 - 6</u>	Block
Legal Description: (If Un-platted)			

☐ Deed Attached (required) If applicant is not owner listed on deed, owner consent must be included.

Request Rezoning From: <u>Agricultural</u>		Request Rezoning To: <u>Residential</u>	
Present Use: <u>Single Family home, Agricultural</u>		Proposed Use: <u>Residential: Single Family Residence</u>	
Parcel Width: <u>See Attached *</u>	Parcel Length: <u>↓</u>	Acres: <u>*</u>	Street/Road Frontage: <u>*</u>
☐ City Water (If City Water will be extended or improvements will be made, please explain:)			
☐ City Sewer (If City Sewer will be extended or improvements will be made, please explain:)			
☒ Private Water		☒ Private Sewer	
Is Property in the Floodplain? <u>NO</u>	Is property in the Airport Zone. <u>NO</u>		

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

Vicki L. Stachowski
 Signature of Applicant

Date

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	PC Recommendation	City Council Action	Ordinance #
☐ Approve ☐ Deny	☐ Approve ☐ Deny	☐ Approve ☐ Deny	

REZONING SUPPORTING INFORMATION

1. List the changed or changing conditions in the area or in the City which makes this zone change necessary.

Living Trust to split inherited property amongst beneficiaries. Larger parcel as a whole is zoned Agricultural but due to each inherited section is less than 5 acres needs to be rezoned as residential due to city ordinance. Parcel 1, 2, 3 : Intended Single Family Residence, Lots 4-6 are to remain as is with no development plans

2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

3. List any other reasons to support this zone change.

Addendum

Subdivision: Lilley Acres Owner: Stachowski, V. Lot: 1
Width _____ Length _____ Size 1.49 Acres Street Frontage: Yes
150 ft

Subdivision: Lilley Acres Owner: Stachowski, V. Lot: 2
Width _____ Length _____ Size 1.32 Acres Street Frontage: Yes
ft

Subdivision: Lilley Acres Owner: Stachowski, T. Lot: 3
Width _____ Length _____ Size 1.32 Acres Street Frontage: Yes
35 ft
Easement: Yes Driveway Access: Yes

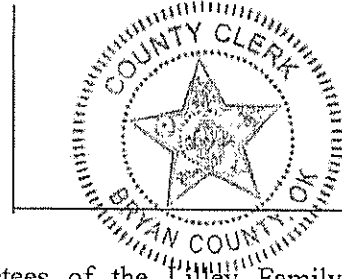
Subdivision: Lilley Acres Owner: Lilley, D. Lot: 4
Width _____ Length _____ Size 1.35 Acres Street Frontage: No
Easement: Yes Driveway Access: Yes

Subdivision: Lilley Acres Owner: Lilley, D. Lot: 5
Width _____ Length _____ Size 1.61 Acres Street Frontage: No
Easement: Yes Driveway Access: Yes

Subdivision: Lilley Acres Owner: Lilley, T. Lot: 6
Width _____ Length _____ Size 2.96 Acres Street Frontage: No
Easement: Yes Driveway Access: Yes

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757430 Book 1639 Pg 1036
08/23/2023 2:54pm Pg 1036-1038
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK



TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 (*"the Grantor"*), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Timothy Stachowski, a married person, of 4332 N. Washington, Oklahoma 74701 (*"the Grantee"*), Parcel 2 as shown on the attached plat and as more specifically described on **Exhibit A**, attached hereto and incorporated herein, together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Executed and delivered this 23rd day of August 2023.

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

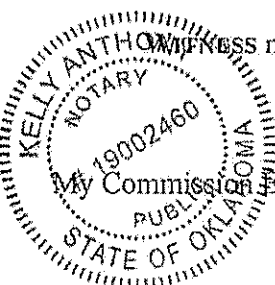
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

COUNTY OF BRYAN)

ss.

23rd Before me the undersigned, a Notary Public in and for said County and State, on this day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, on behalf of the trust.



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

Kelly Anthony
Notary Public

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NW/C SW/4 OF SAID SECTION 17; THENCE S 00°55'13" E ALONG WEST LINE SW/4 A DISTANCE OF 659.97 FEET TO THE NW/C N/2 S/2 NW/4 SW/4; THENCE N 89°27'51" E ALONG NORTH LINE THEREOF A DISTANCE OF 442.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°55'13" E A DISTANCE OF 196.80 FEET; THENCE S 84°09'30" E A DISTANCE OF 168.93 FEET; THENCE N 00°55'13" W A DISTANCE OF 215.56 FEET TO A POINT ON THE NORTH LINE OF THEN/2 S/2 NW/4 SW/4; THENCE S 89°27'51" W ALONG SAID NORTH LINE A DISTANCE OF 167.75 FEET; BACK TO THE TRUE POINT OF BEGINNING, CONTAINING 0.79 ACRES, MORE OR LESS, AS THE CASE MAY BE.

THIS CONVEYANCE IS SUBJECT TO A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA, IN FAVOR OF DAVID LILLEY AND TRISTEN LILLEY, AS SHOWN ON THE ATTACHED PLAT.

THIS CONVEYANCE INCLUDES A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA, ACROSS THE REAL PROPERTY CONVEYED TO VICKIE STACHWOSKI, AS SHOWN ON THE ATTACHED PLAT

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY COLE CRAIGE, P.L.S. #1780, ON JUNE 6, 2023. ALL BEARINGS ARE GRID BEARINGS (NAD 83 OK ZONE SOUTH) DERIVED BY DIFFERENTIAL G.P.S. THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS S 00°55'13" E ALONG THE WEST LINE OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA.

I-2023-757430 Book 1639 Pg 1037
08/23/2023 2:54pm Pg 1038-1038
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

LAND BOUNDARY SURVEY PLAT
PART OF SECTION 17 T6S R9E
BRYAN COUNTY, OK

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

SW/4 SW/4
17 T6S R9E
BRYAN COUNTY
600' NAIL FOUND

Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

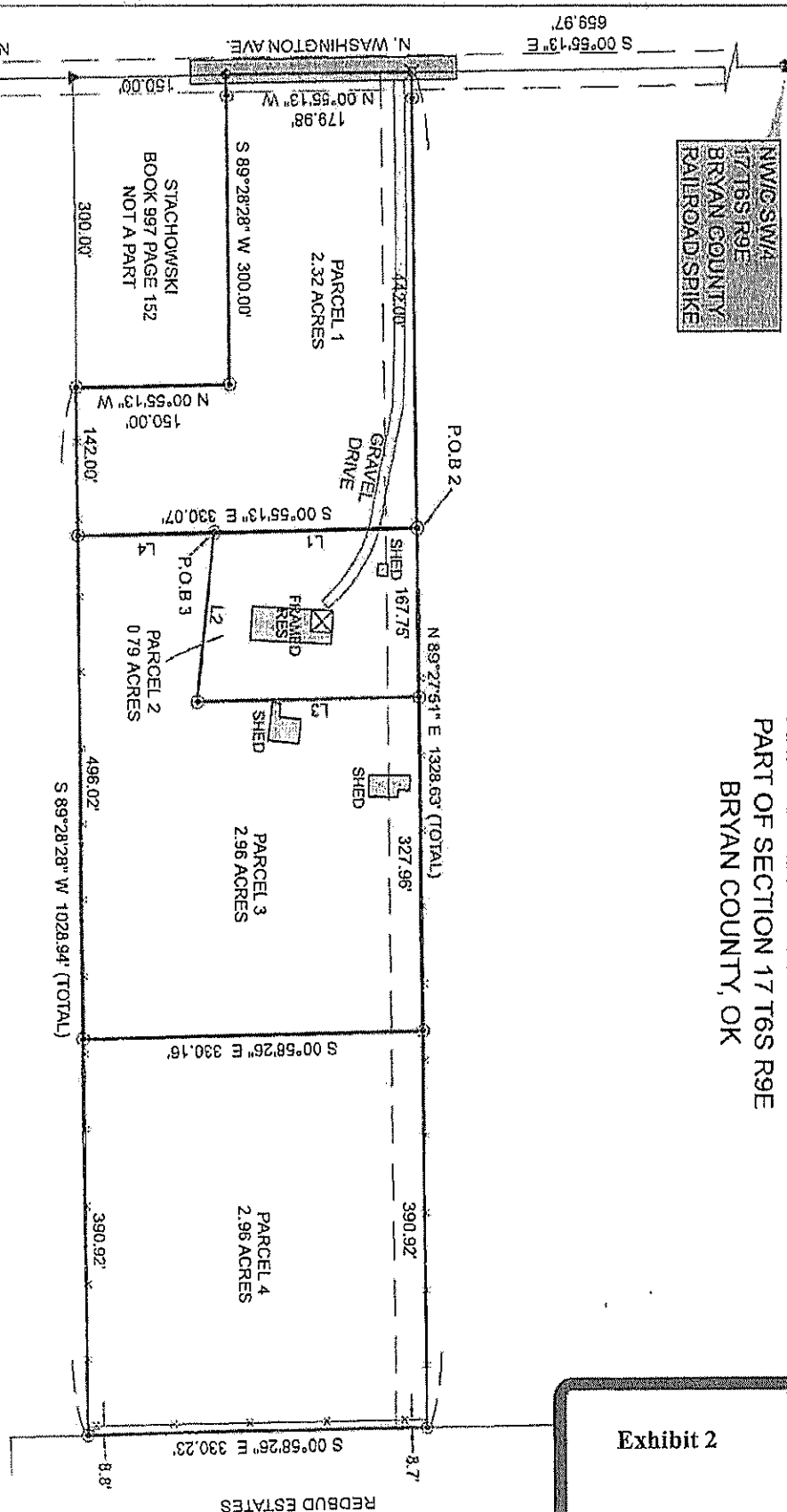


Exhibit 2

1-2023-757430 Book 1638 Pg 1038
08/23/2023 2:54pm Pg 1036-1038
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

GENERAL SURVEY NOTES:
SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF.

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757432 Book 1639 Pg 1041
08/23/2023 2:54pm Pg 1041-1043
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 ("the Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Tristen Lilley of 1530 Rowena Lane, Norman, OK 73069 ("the Grantee"), all of Parcel 4 as shown on the attached plat and as specifically described on **Exhibit A**, attached hereto and incorporated herein, together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Executed and delivered this 23rd day of August 2023,

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

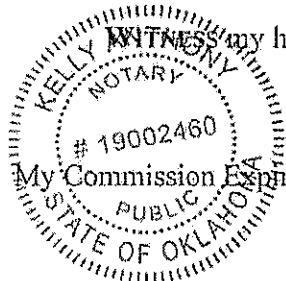
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

) ss.

COUNTY OF BRYAN)

23rd Before me the undersigned, a Notary Public in and for said County and State, on this day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, on behalf of the trust.



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

Kelly Anthony
Notary Public

EXHIBIT A

THE EAST 390.92 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND
MERIDIAN, BRYAN COUNTY, OKLAHOMA.

30' ACCESS EASEMENT:

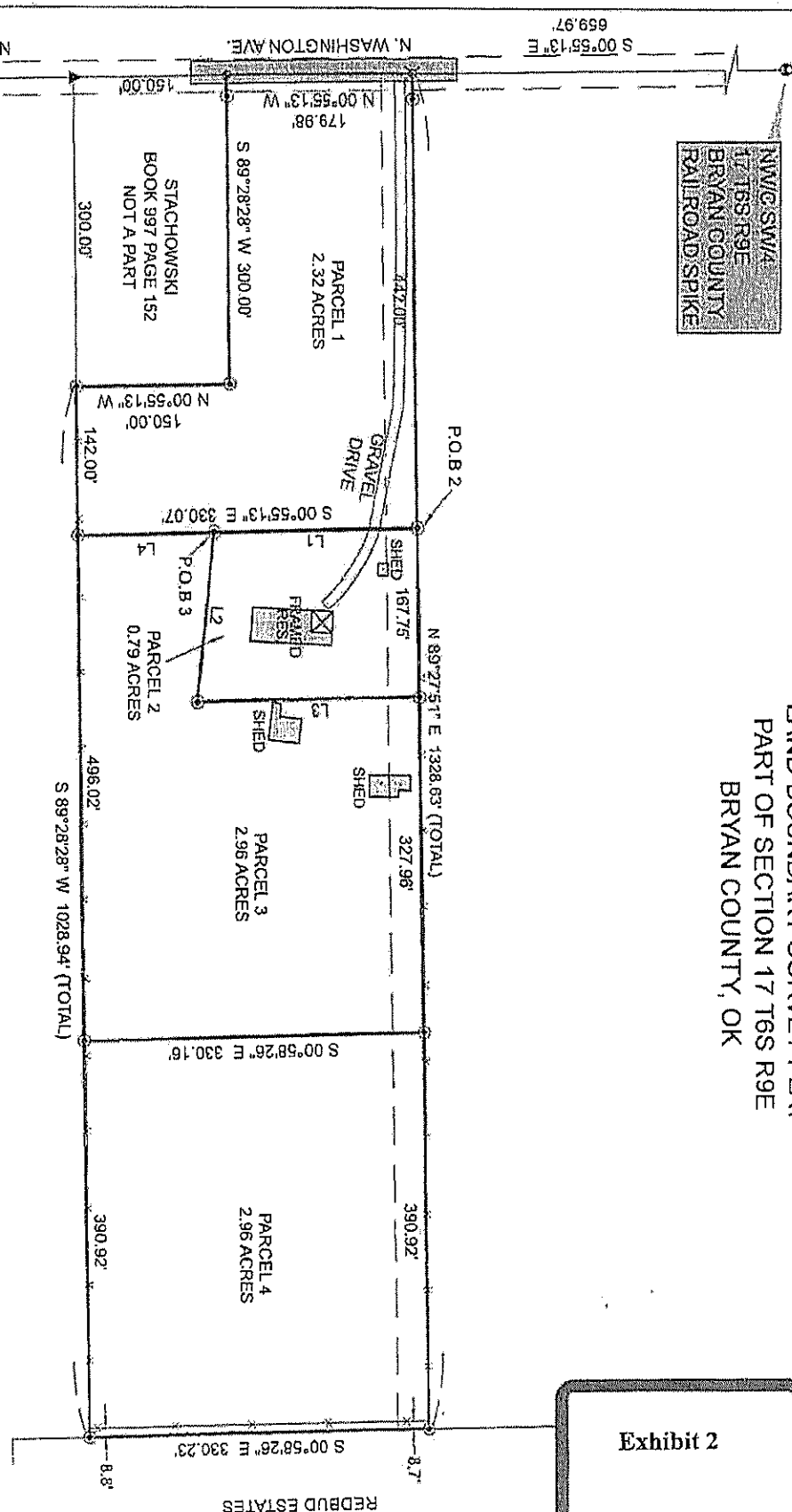
ALL TOGETHER WITH A 30' ACCESS EASEMENT ACROSS THE
NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND
MERIDIAN, BRYAN COUNTY, OKLAHOMA.

I-2023-757432 Book 1639 Pg 1042
08/23/2023 2:54pm Pg 1041-1043
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

LAND BOUNDARY SURVEY PLAT
PART OF SECTION 17 T6S R9E
BRYAN COUNTY, OK

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

SW/4 SW/4
17 T6S R9E
BRYAN COUNTY
GODDINAIL FOUND



Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

1-2023-757432 Book 1638 Pg 1043
08/23/2023 2:54pm Pg 1041-1043
Fee \$22.00 Doc: 50.00
Tammy Reynolds - Bryan County Clerk
State of OK

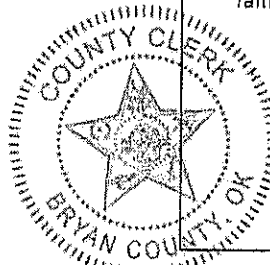
-BASIS OF BEARINGS-
SPC (NAD 83) OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E

GENERAL SURVEY NOTES:
SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF.

Exhibit 2

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757431 Book 1639 Pg 1039
08/23/2023 2:54pm Pg 1039-1040
Fee: \$20.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK



TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 ("the Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Vickie Stachowski of 4302 N. Washington, Durant, OK 74701 ("the Grantee"), the following described real property and premises situated in Bryan County, State of Oklahoma, and more specifically described, to-wit:

THE WEST 442.00 FEET OF THE N/2 S/2 NW/4 SW/4 LESS AND EXCEPT
THE SOUTH 150.00 FEET OF THE WEST 300.00 FEET THEREOF, IN
SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN
BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA,

together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same, subject to a 30' access easement across the North 30.00 feet of the N/2 S/2 NW/4 SW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma in favor of Tim Stachowski, David Lilley, and Tristen Lilley.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

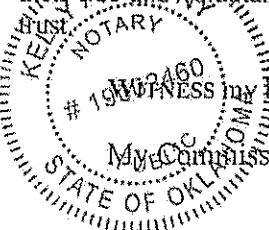
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

) ss.

COUNTY OF BRYAN)

Before me the undersigned, a Notary Public in and for said County and State, on this 23rd day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012, to me known to be the identical person who executed the forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth herein on behalf of the



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

My Commission Expires: 3/18/27

Deed Anthony
Notary Public

LAND BOUNDARY SURVEY PLAT
PART OF SECTION 17 T6S R9E
BRYAN COUNTY, OK

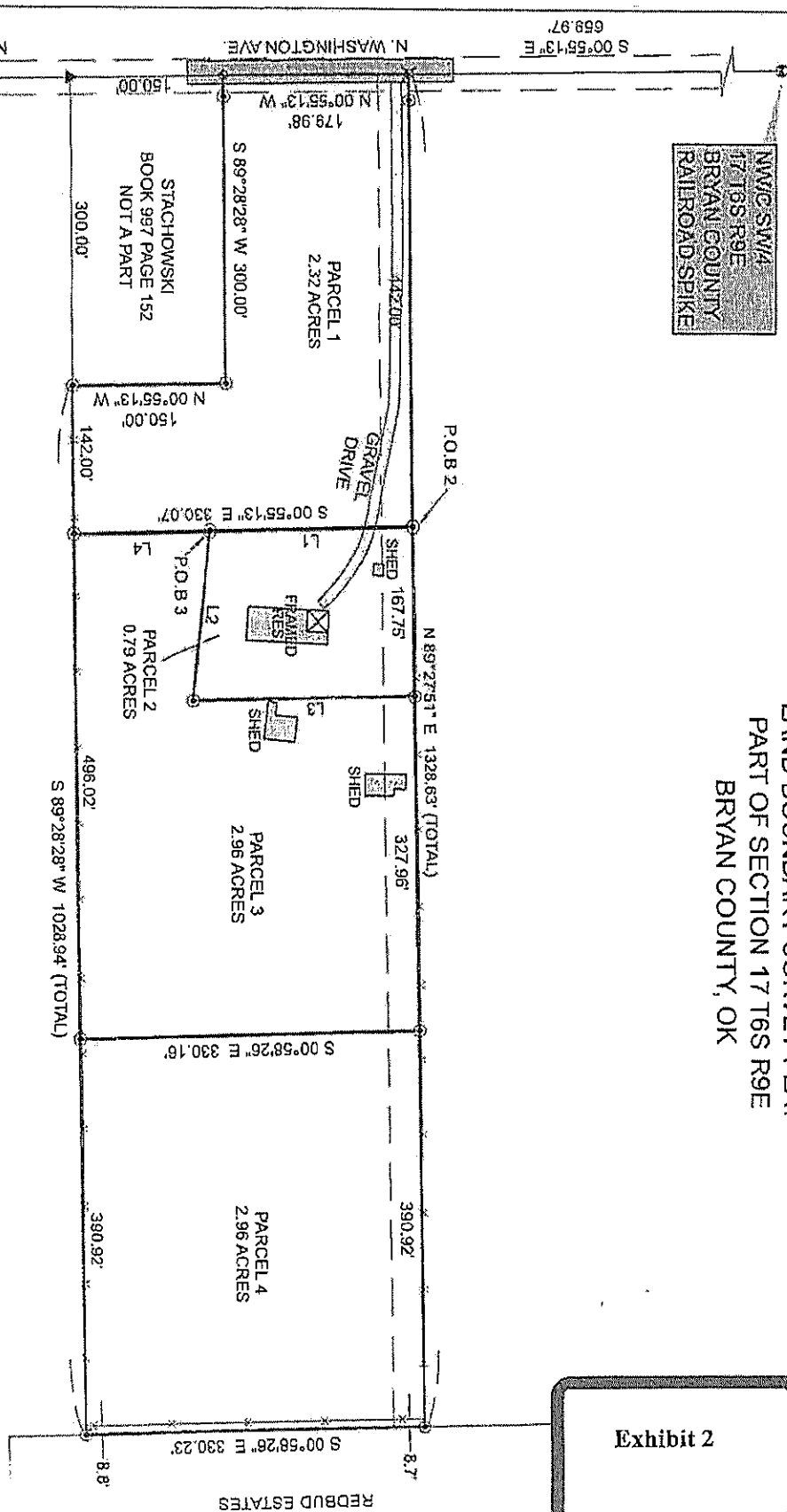


Exhibit 2

GENERAL SURVEY NOTES:

SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS,
EITHER RECORDED, OR IMPLIED, THEREOF

SW/4 SW/4
17 T6S R9E
BRYAN COUNTY
600 NAIL FOUND

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

-BASIS OF BEARINGS-
SPC (NAD 83) OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

I-2023-757431 Book 1639 Pg 1040
08/23/2023 2:54pm Pg 1039-1040
Fee: \$20.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

Mail To: Peoples Federal Savs. & Loan
Association of Ardmore
313 West Broadway
Ardmore, Oklahoma 73401

INDEXED

322,878

WARRANTY DEED
JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS:

That BILLY BOB BRYANT and PATRICIA
JEAN BRYANT, husband and wife,

STATE OF OKLAHOMA, Bryan COUNTY, ss.
This instrument was filed for record on the 30 day of Nov
A. D. 19 76 at 2:45 o'clock, 2 minutes 2 M., and duly re-
corded in Book No. 597, Page 547, Fee \$1.00
Billy Bob Bryant County Clerk
By Viola Carr Deputy

part V of the first part in consideration of the sum of

Ten Dollars, and no/100 and other valuable considerations DOLLARS,
the receipt of which is hereby acknowledged, do----- by these presents grant, bargain, sell and convey unto
LYNWOOD LILLEY

and BESSIE R. LILLEY, husband and wife, as joint tenants, the survivor to take all,
and not as tenants in common, parties of the second part, their grantees, and their heirs and grantees of the survivor, all of the
following described real property and premises, situated in Bryan County, State of Oklahoma, to-wit:

N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17,
Township 6 South, Range 9
East, containing 10 acres more
or less according to the Governemnt
Survey thereof,



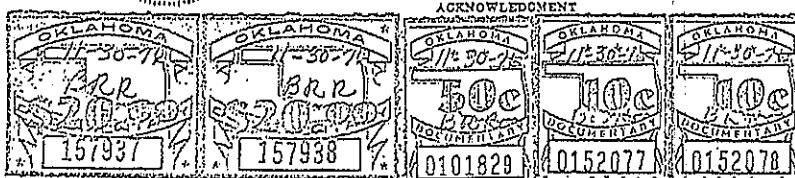
R.S. # 40,70

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 parties of the second part, their grantees and the heirs and
grantees of the survivors, forever, free, clear, and discharged of and from all former grants, titles, charges, judgements, taxes,
mortgages and other liens and incumbrances of whatsoever nature,
LESS & EXCEPT all oil, gas and other minerals which are outstanding of
record in previous owners.

SIGNED and Sealed this 29th day of October, 1976
Billy Bob Bryant Patricia Jean Bryant
BILLY BOB BRYANT PATRICIA JEAN BRYANT

ACKNOWLEDGMENT

STATE OF OKLAHOMA, Bryan County, ss.
Before me the undersigned, Notary Public in and for said County and State, on this 29th day of October, 1976, personally appeared
BILLY BOB BRYANT and PATRICIA JEAN BRYANT
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same
as their free and voluntary act and deed for the uses and purposes therein set forth.
WITNESS my hand and Seal the day and year last above written.
My Commission Expires Oct 28 78 C. Brown Notary Public



P-547

STATE OF OKLAHOMA
BRYAN COUNTY
I hereby certify that the foregoing is a
true, correct and full copy of the instrument
herewith set out as appears of record in this
office this 12 day of Oct, 1976
Viola Carr County Clerk

RETURN TO: MICAH KNIGHT, P.C.
123 N. 7TH AVENUE
DURANT, OK 74701

I-2023-757433 Book 1639 Pg 1044
08/23/2023 2:54pm Pg 1044-1046
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

TRUSTEE'S DEED

Know All Men by These Presents: That

Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012 ("the Grantor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto David L. Lilley and Marty Lilley, husband and wife, as joint tenant, with right of survivorship and not as tenants in common, of PO Box 275, Durant, OK 74701 ("the Grantee"), all of Parcel 3 as shown on the attached plat and as specifically described on **Exhibit A**, attached hereto and incorporated herein, together with all the improvements thereon and appurtenances thereunto belonging, and warrant title to the same.

To have and to hold said described premises unto the Grantee, and Grantee's successors and assigns forever, free, clear and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages and other liens and encumbrances.

Executed and delivered this 23rd day of August 2023.

Vickie L. Stachowski

Vickie L. Stachowski, Successor Co-Trustee of
the Lilley Family Revocable Trust

David L. Lilley

David L. Lilley, Successor Co-Trustee of the
Lilley Family Revocable Trust

No Documentary Stamps Required Family Transfer.

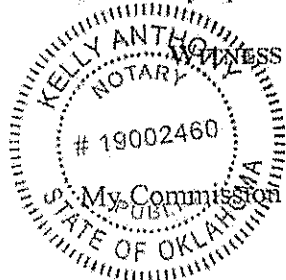
STATE OF OKLAHOMA)

ACKNOWLEDGMENT

) ss.

COUNTY OF BRYAN)

23rd Before me the undersigned, a Notary Public in and for said County and State, on this August day of August 2023, personally appeared Vickie L. Stachowski and David L. Lilley, Successor Co-Trustees of the Lilley Family Revocable Trust dated January 27, 2012, to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, on behalf of the trust.



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

Kelly Anthony
Notary Public

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NW/C SW/4 OF SAID SECTION 17; THENCE S 00°55'13" E ALONG WEST LINE SW/4 A DISTANCE OF 659.97 FEET TO THE NW/C N/2 S/2 NW/4 SW/4; THENCE N 89°27'51" E ALONG NORTH LINE THEREOF A DISTANCE OF 442.00 FEET; THENCE S 00°55'13" E A DISTANCE OF 196.80 FEET TO THE POINT OF BEGINNING; THENCE S 84°09'30" E A DISTANCE OF 168.93 FEET; THENCE N 00°55'13" W A DISTANCE OF 215.56 FEET TO A POINT ON THE NORTH LINE N/2 S/2 NW/4 SW/4; THENCE N 89°27'51" E ALONG SAID NORTH LINE A DISTANCE OF 327.96 FEET; THENCE S 00°58'26" E A DISTANCE OF 330.16 FEET TO A POINT ON THE SOUTH LINE N/2 S/2 NW/4 SW/4; THENCE S 89°28'28" W ALONG SAID SOUTH LINE A DISTANCE OF 496.02 FEET; THENCE N 00°55'13" W A DISTANCE OF 133.27 FEET; BACK TO THE TRUE POINT OF BEGINNING, CONTAINING 2.96 ACRES, MORE OR LESS, AS THE CASE MAY BE.

ALL TOGETHER WITH A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA AS SHOWN ON THE ATTACHED PLAT, AND SUBJECT TO A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 IN FAVOR OF TRISTEN LILLEY.

THIS CONVEYANCE INCLUDES A 30' ACCESS EASEMENT ACROSS THE NORTH 30.00 FEET OF THE N/2 S/2 NW/4 SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA, ACROSS THE REAL PROPERTY CONVEYED TO VICKIE STACHWOSKI AND TIMOTHY STACHOWSKI, AS SHOWN ON THE ATTACHED PLAT

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY COLE CRAIGE, P.L.S. #1780, ON JUNE 6, 2023. ALL BEARINGS ARE GRID BEARINGS (NAD 83 OK ZONE SOUTH) DERIVED BY DIFFERENTIAL G.P.S. THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS S 00°55'13" E ALONG THE WEST LINE OF THE SW/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA.

I-2023-757433 Book 1639 Pg 1045
08/23/2023 2:54pm Pg 1044-1046
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

NW/4 SW/4
17 T6S R9E
BRYAN COUNTY
RAILROAD SPIKE

S 00°55'13" E 659.97'

179.98

2.32 ACRES

STACHOWSKI
BOOK 897 PAGE 152
NOT A PART

Vickie Stachowski
Parcel 1

Timothy Stachowski
Parcel 2

David Lilley
Parcel 3

Tristen Lilley
Parcel 4

1-2023-757433 Book 1638 Pg 1046
08/23/2023 2:54pm Pg 1044-1046
Fee: \$22.00 Doc: \$0.00
Tammy Reynolds - Bryan County Clerk
State of OK

REDBUD ESTATES

GENERAL SURVEY NOTES:
SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS
EITHER RECORDED, OR IMPLIED, THEREOF.

SW/C SW/4
17 T6S R9E
BRYAN COUNTY
60D NAIL FOUND

-BASIS OF BEARINGS--
SPC (NAD 83)/ OK ZONE SOUTH
WEST LINE SW/4
S 00°55'13" E



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Provide Update Regarding the 1/5/2022 Code/Ordinance Consulting Agreement with Crafton Tull and Take Possible Action.

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Crafton Tull 2 13 2024
2. C-2022-04 Agreement Between City of Durant and Crafton Tull & Associates for Updates to Title XV Land Use Code FULLY SIGNED (1) (2)



THE CITY OF DURANT

Office of Community Development

Date: 2/13/2024
To: Mayor Tucker and City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: New Business Regarding Existing Crafton Tull Contract

On 1/5/2022, the City of Durant entered into a contract with Crafton Tull and their assigned Project Manager Robyn Lane. Since then, the Project Manager has left and become a professor at a university. Due to the unsatisfactory nature of the work, Crafton Tull has decided to honor the previous payment by assigning all services to a 3rd party project manager by the name of Susan Henderson at their expense. They were given this right within the original contract.

Planning Commission has expressed interest in having a special meeting to meet the assigned contractor and confirm fit/experience as well as hold a listening session for Susan.



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 5, 2022 ("Effective Date") between

("Owner")

and Crafton, Tull & Associates, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Updates to Title XV Land Use Code ("Project").

Description of Engineer's Services: Planning Services; see attached "Exhibit A" and "Exhibit B"

Street Address of Property *: City of Durant, 300 W ~~Greenwood~~ ^{Evergreen}, Durant, OK 74701

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer's standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

more than, 60 days after the date of receipt of the notice.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of

others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other

party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

K9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 92,000. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 5,000.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

B. The Engineer's compensation is conditioned on the time to complete services not exceeding 18 months. Should the time to complete services be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By:

John R. Dean Jr.
John Dean

By:

Karen McCurdy
Karen McCurdy

Title:

City Manager

Title:

Sr. Vice President

Date Signed:

2-9-22

Date Signed:

2/9/2022

License or Certificate No. and
State

CofA #109 - AR

Address for giving notices:

300 W Evergreen

Durant, OK 74701

(580) 931-6600

e-mail address:

Address for giving notices:

901 N. 47th Street, Suite 400

Rogers, AR 72756

(479) 636-4838

e-mail address: Karen.McCurdy@craftontull.com

* This is an addition to the standard EJCDC E-520 document.

Exhibit “A” Scope of Planning Services for:

Project:	Title XV Land Use Ordinance Updates
Client:	City of Durant, Oklahoma
Location of Project:	Durant, Oklahoma
Discipline:	Environmental Services
Discipline Manager:	Robyn Lane
Project Manager:	Karen McCurdy
Proposal Date:	January 5, 2022
Billing Type:	Lump Sum + Reimbursables
Fee/Estimate:	Planning Services = \$92,000 Reimbursable Direct Expenses (estimated travel) = \$5,000 TOTAL = \$97,000
Description of the Project:	Updates to City of Durant Land Use Ordinance

The services to be provided by the Consultant:

Planning Services

- *Phase I: Information gathering*
 - Review of existing codes to identify inconsistencies and contradictions
 - Collection of spatial data to examine existing zoning and patterns of development
 - Meetings with city officials/staff
 - Best practices/case studies research
 - Community engagement for public input
 - Preliminary report with supporting maps and spatial analyses
- *Phase II: Production*
 - Meetings with advisory board
 - Development of code framework
 - Initial draft of code revisions
- *Phase III: Education and outreach and code adoption*
 - Publication of initial draft to code revisions and any necessary informational materials
 - Community engagement through public meetings/presentations/work sessions
 - Production of final updated code based on reviews and recommended revisions

Scope of Services does NOT include the following:

- Surveying
- Municipal interactive web maps
- Stormwater modeling or management recommendations
- Landscape architectural or engineering services

Client shall provide:

- Existing city data in digital format (CAD or GIS)

This is the scope of land planning services for the Project. Should there be additions to this scope of services, those additional services shall be compensated for additional fee.



Exhibit "B"

Standard Hourly Rate Schedule Effective January 1, 2022

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	\$ 185
DIRECTOR OF ARCHITECTURE	\$ 175
SR. PROJECT MANAGER	\$ 160
PROJECT MANAGER	\$ 150
SR. PROJECT ARCHITECT	\$ 140
PROJECT ARCHITECT	\$ 130
INTERN ARCHITECT III	\$ 100
INTERN ARCHITECT II	\$ 90
INTERN ARCHITECT I	\$ 80
SR. DESIGNER	\$ 120
DESIGNER III	\$ 105
DESIGNER II	\$ 85
DESIGNER I	\$ 75
BIM COORDINATOR III	\$ 70
BIM COORDINATOR II	\$ 55
BIM COORDINATOR I	\$ 45
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 210
SR. ENGINEERING MANAGER	\$ 195
ENGINEERING MANAGER	\$ 175
SR. PROJECT ENGINEER	\$ 155
PROJECT ENGINEER	\$ 130
ENGINEER INTERN III	\$ 120
ENGINEER INTERN II	\$ 110
ENGINEER INTERN I	\$ 100
SR. ENGINEERING DESIGNER	\$ 140
ENGINEERING DESIGNER III	\$ 110
ENGINEERING DESIGNER II	\$ 90
ENGINEERING DESIGNER I	\$ 80
ENGINEERING CAD TECHNICIAN III	\$ 75
ENGINEERING CAD TECHNICIAN II	\$ 65
ENGINEERING CAD TECHNICIAN I	\$ 50
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	\$ 185
SR. ENVIRONMENTAL SCIENTIST	\$ 145
PROJECT ENVIRONMENTAL SCIENTIST	\$ 120
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 185
ADMINISTRATIVE MANAGER	\$ 145
ADMINISTRATIVE IV	\$ 100
ADMINISTRATIVE III	\$ 80
ADMINISTRATIVE II	\$ 55
ADMINISTRATIVE I	\$ 45

Category	Hourly Rate
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 145
PROJECT LANDSCAPE ARCHITECT	\$ 110
LANDSCAPE ARCHITECT INTERN II	\$ 85
LANDSCAPE ARCHITECT INTERN I	\$ 75
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
PLANNING	
PLANNING MANAGER	\$ 170
SR. PLANNER	\$ 155
PROJECT PLANNER	\$ 120
PLANNER II	\$ 100
PLANNER I	\$ 85
INSPECTION	
SR. INSPECTOR	\$ 110
INSPECTOR II	\$ 95
INSPECTOR I	\$ 65
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 190
SR. PROFESSIONAL SURVEYOR	\$ 150
PROFESSIONAL SURVEYOR	\$ 120
SURVEY PROJECT MANAGER	\$ 115
SURVEY COORDINATOR	\$ 95
SURVEYOR INTERN	\$ 85
SURVEY PARTY CHIEF II	\$ 85
SURVEY PARTY CHIEF I	\$ 75
SURVEY TECHNICIAN III	\$ 65
SURVEY TECHNICIAN II	\$ 55
SURVEY TECHNICIAN I	\$ 45
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 110
GIS ANALYST	\$ 90
GIS TECHNICIAN II	\$ 65
GIS TECHNICIAN I	\$ 50
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.58/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	



The City of Durant

Memorandum

Date: 2/13/2024
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Discussion, Consideration and Possible Action on Allowing Magnolia Villias LP to Connect to City Sewer

Magnolia Villas LP is planning on developing triplexes west of Mercury Road and west of the subdivision on Mercury Road. This is outside the City Limits. The developer does have a lift station on Mercury Road and this is where they intend to connect to the City sewer. The developers have spoken with the city attorney to sign an agreement that they are the guarantor of any unpaid sewer bill of any tenant/ resident in their community.

Council Information / Action Requested

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

ATTACHMENTS:

1. OPTION 4-Model (2)

OPTION 4
71 TOTAL LOTS

