

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 PLANNING COMMISSION

5:30 PM

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

April 2, 2024

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

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

- a. Consideration Approval of March 5th, 2024 Meeting Minutes

2. Consider Items Removed from Consent

3. Information Items

- a. Introduce and Possible Confirmation of Susan Henderson as Crafton Tull assigned code writer for Land Use Ordinance Overhaul

4. Administration

- a. Consider the approval of the updated sign ordinance
- b. Consider the approval of lot code edits

- c. Consider the approval of proposed special meeting dates.

5. Public Hearings

6. New Business.

ADJOURNMENT

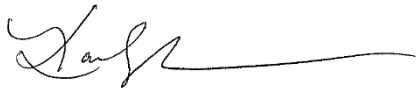
CERTIFICATE

This is to certify that, in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 15th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 4:00 PM on the 1st day of April 2024.

Donna Barton

Donna Barton, City of Durant

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 15th day of November, 2023 and that an agenda of said meeting was posted at the place of such meeting at 3:30 p.m. on the 4th day of March, 2024.



Kari Speers, City of Durant

MINUTES OF THE MEETING OF DURANT PLANNING COMMISSION
March 5, 2024 AT 5:30 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma

CALL TO ORDER

Chairman Jackson called the meeting to order at 5:34 p.m.

INVOCATION/FLAG SALUTE

Commission Member Horner provided the invocation. Vice Chairman Knight led the flag salute.

ROLL CALL

Present:

Planning Commissioner Whitney Kerr
Planning Commissioner Clent Horner
Planning Commission Vice Chairman Shane Knight
Planning Commission Chairman Drew Jackson

Absent:

Planning Commissioner Thomas Newsom

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of February 6, 2024 Meeting Minutes

Motion was made by Commission Member Horner and seconded by Commission Member Kerr to approve the minutes as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

b. Consider the Adoption of an Updated Sign Ordinance

Chairman Jackson made a motion to remove this item from the Consent Items and move it to the last item on the agenda. Motion was seconded by Vice Chairman Knight.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

Reed Aichholz reviewed with the Planning Commission members a draft of a new proposed sign ordinance. The intent of the new sign ordinance is to create more concrete definitions that are clear for our small businesses AND enforceable for our inspectors.

Planning Commission requested the item be tabled so additional edits and comments can be made.

Motion was made by Commission Member Horner and seconded by Vice Chairman Knight to table the request as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Administration

4. Public Hearings

- a. PC2024-03 Consider Approval of Final Plat Request by Dale Construction Inc

for 49th and South of Railroad

Reed Aichholz reviewed with the Planning Commission members a request from Goad Construction Inc and Dale Goad Construction Inc, for a Final Plat of property located near 49th Street and West Main Street. Since preliminary approval, Mr. Goad has granted the City emergency service easement access. The proposed plat has several variances from code: 1) Commercial Easements are noted to be 80', but this plat shows 50'. 2) The Cul-de-sac has a 96' radius instead of 100' (approved by Fire Marshal). 3) There were several questions previously about fire hydrant locations and where rural water 2 needed them (300 feet apart). The current Land Use Map has this area as Light Industrial – I-1 surrounded by industrial. The future land use map shows the area to be mixed-use Commercial/Residential. Fire Marshal had comments regarding how future lots are brought on AND rural water, because currently, rural water is permitting 8 lots to have service.

Dale Goad spoke in favor of this request.

Motion was made by Vice Chairman Knight and seconded by Commission Member Horner to approve the request as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

- b. PC2024-06 Consider Approval of Rezone Request by Monica Uber for Property Located at 711 Blanchard.

Reed Aichholz reviewed with the Planning Commission members a request from Monica Uber for a rezone of the property located at 711 Blanchard from C-2 Highway Commercial and Commercial Recreation District to R-2 Two-Family Residential District. The applicant plans to build duplexes on the property. The property has single family residential (R-1) nearby and is surrounded by Highway Commercial (C2) property. The future land use does not show much if any change from current zoning. Although C-2, all properties to the east are residential in nature. The west adjacent property is a learning center which is complementary to zoning changes. One thing to take into consideration is how leadership views future use along 9th avenue. Any eminent domain would significantly influence this lot. Staff commented that the sewer capacity is not sufficient but could be extended from Stonebrook Circle.

Motion was made by Vice Chairman Knight and seconded by Commission Member Horner to approve the request as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight

Nays: Jackson

Abstain: None

- c. PC2024-07 Consider Approval of Final Plat Request for Sunstar LLC for Property Located Near Larkspur Lane

Reed Aichholz reviewed with the Planning Commission members a request from Sunstar LLC for a Final Plat of property located near Larkspur Lane. The applicant approached staff for the approval of final plat after approval of the preliminary plat was approved with no issues in September 2023. The property has single family residential (R-1) nearby and is surrounded by low density single family residential. The future land use plan shows the continued change of all surrounding properties to low and medium density residential. Notifications have been made to the surrounding property owners and at the time of this report staff received one comment from a concerned neighbor regarding this rezoning request.

Motion was made by Vice Chairman Knight and seconded by Commission Member Horner to approve the request as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

- d. PC2024-08 Consider Approval of Rezone Request by Kain Smith for Property Located on Rodeo Road.

Reed Aichholz reviewed with the Planning Commission a request from Kain Smith for a rezoning of the property located near Rodeo Road from A-1 General Agriculture District to R-1 Single-Family Residential District. The applicant approached staff regarding the rezoning of this property with the desire to subdivide the parcel in the future. The property has single family residential (R-1) adjacent and is surrounded by agricultural properties. The future land use plan shows the continued change of all surrounding properties to low and medium density residential. Some comments from staff include: Limited water capacity in area and sewer on north east corner of property.

Kain Smith, the developer, spoke in favor of this request.

David Zadrozna spoke regarding this request.

Motion was made by Commission Member Horner and seconded by Vice Chairman Knight to approve the request as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

- e. PC2024-09 Consider Approval for 6 Month Extension for Rodeo Hills Phase II Located Near South 9th and Rodeo Rd.

Reed Aichholz reviewed with the Planning Commission a request from Sunstar LLC a request for a six-month extension on the Final Plat for Rodeo Hills Phase II located near South 9th and Rodeo Rd. The sunset date for their plat is March 12, 2024. Unfortunately, the company is in a legal dispute regarding the northern several acres of the development, and cannot move forward with their project.

Jay Mauck, the developer, spoke and stated that the Final Plat has been approved but has not been filed.

Motion was made by Commission Member Horner and seconded by Vice Chairman Knight to approve the request as presented.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None

5. New Business

Reed Aichholz spoke regarding some grant funds and ordinance updates available from TSET which have a deadline of March 31, 2024 for application.

Planning Commission also requested that an agenda item be added to the next meeting regarding some special meeting dates previously requested.

ADJOURNMENT

Motion made by Commission Member Horner and seconded by Vice Chairman Knight to adjourn the meeting.

Motion Passed with the following vote:

Ayes: Kerr, Horner, Knight, Jackson

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 4/2/2024
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: 4/2/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Introduce and Possible Confirmation of Susan Henderson as Crafton Tull assigned code writer for Land Use Ordinance Overhaul

Council Information / Action Requested

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

ATTACHMENTS:

1. PC2024 Susan Henderson
2. PlaceMakers Scope of Work_Durant (2)
3. Norris-Press-Release-01-07-2013 (1)
4. C-2022-04 Agreement Between City of Durant and Crafton Tull & Associates for Updates to Title XV Land Use Code FULLY SIGNED (1) (2) (2)



THE CITY OF DURANT

Office of Community Development

Date: 4/2/24
To: Planning Commission
Case: PC 2024
From: Reed Aichholz, Community Development Director
Re: PC Code Writer Introduction- Susan Henderson

Request: Please welcome Susan Henderson, Crafton Tull's reassigned Code-writer for the Land Use Ordinance Update

- Introduction Discussion
- Questions regarding work or process

Required Action: PC Confirmation on Susan's continued work on this project.

Subconsultant: PlaceMakers, LLC

Client/Location: City of Durant, Durant, OK

Start Date: January 27, 2024

Completion Date: January 26, 2025

Should scheduling, information, feedback, and community engagement occur in a speedy manner, the completion date could occur four to eight months earlier than this projection.

Scope of Services:

- *Title XV Land Use Ordinance Updates*
 - Meetings with advisory board up to six (6) virtually
 - Development of code framework, with annotated outline approved by advisory board
 - Initial draft of code revisions, with one revision via consolidated electronic list of requested revisions
- *Education and outreach and code adoption*
 - Publication of initial draft to code revisions as a web-friendly, internally hyperlinked Adobe Acrobat (PDF) file and any necessary informational materials; any required printing, publication, and media will be provided by City of Durant.
 - Community engagement through public meetings/presentations/work sessions with up to two (2) days onsite in person; all meeting venues, audio/visual equipment, printing, plotting, internet access, and food or beverage customary for community engagement locally will be provided by City of Durant.
 - Production of final updated code based on reviews and recommended revisions as a web-friendly, internally hyperlinked Adobe Acrobat (PDF) file, with any required website hosting or codification provided by City of Durant.



PlaceMakers, LLC
5136 Sevilla Ave., NW
Albuquerque, NM 87120
www.placemakers.com
www.placeshakers.com

FOR IMMEDIATE RELEASE

PlaceMakers' Nathan Norris to Direct Downtown Development in Lafayette, LA

Nathan Norris, a founding principal of **PlaceMakers, LLC**, an international consulting firm specializing in design, planning, zoning reform and community engagement, has accepted the post of CEO of the Lafayette, LA Downtown Development Authority. He begins work immediately.

"While we'll miss Nathan as a PlaceMakers partner," said PlaceMakers managing principal Hazel Borys, "we see his recruitment by one of the most dynamic cities in the Southeastern United States as an affirmation of the strategies Nathan helped wire into our firm's mission."

An attorney, a real estate broker, and an experienced manager of sales and marketing teams — in both an urban infill and greenfield development capacity — Norris brought private sector perspective to the firm's projects. It's a perspective that became increasingly valued in an era in which most planning was undertaken by local and regional governments struggling to sync public purpose with market demand.

"Lafayette now gets to leverage Nathan's experience," said Borys, "while PlaceMakers continues to build upon his many contributions. Ultimately, we all profit from these inevitable transitions."

For Norris, the timing seems right. "I wouldn't consider leaving PlaceMakers for just another job," he said. "But Lafayette is one of those places that has already done the hard work of laying the foundation for the kind of downtown success that other cities want to emulate."

PlaceMakers, a "virtual," partner-driven company founded in 2003, approaches growth-related challenges holistically, customizing unique teams of experts to serve the requirements of distinct individual projects. Committed to "cultivating environments that nurture human needs in all their diversity," firm principals draw from a breadth of experience, both within and beyond the firm, across complementary disciplines. The partners are: Hazel Borys, an MBA; Susan Henderson, an architect and coding expert; Howard Blackson, an urban planner; Geoff Dyer, an urban designer; Scott Doyon, a former advertising executive; and Ben Brown, a veteran journalist.

For more information about PlaceMakers' goals and experience, see www.placemakers.com and the firm's popular blog: www.placeshakers.com. Or contact: **Hazel Borys**, managing principal; hazel@placemakers.com; (204) 989-0217.

###



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.

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: 4/2/2024
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: 4/2/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consider the approval of the updated sign ordinance

Council Information / Action Requested

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

ATTACHMENTS:

1. PC2024 SIGN ordinance 4 2 24
2. Sign Code Fix - SK Comments.docx (2)



THE CITY OF DURANT

Office of Community Development

Date: 4/2/2024
To: Planning Commission
PC 2024 March: Ordinance Update
From: Reed Aichholz, Community Development Director
Re: Sign Ordinance Update

Attached are the current and proposed sign ordinances.

The intent of the new sign ordinance is to create more concrete definitions that are clear for our small businesses AND enforceable for our inspectors.

Consider the approval for changing the sign ordinance sections 158.01-158.15

The highlighted areas of change are within the definitions of temporary vs. permanent signs.

[158.01](#) Purpose and intent.

[158.02](#) Definitions.

[158.03](#) Permit required

[158.04](#) Administration.

[158.05](#) Measurement.

[158.06](#) Signs which do not require a permit.

[158.07](#) Temporary signs and temporary sign permits.

[158.08](#) Permanent signs.

[158.09](#) Nonconforming signs.

[158.10](#) Street numbers required.

[158.11](#) Penalty.

[158.12](#) Tables/Schedule of Sign Regulations

158.01 PURPOSE AND INTENT.

The purpose of these sign regulations is to encourage the proper development and use of planned graphic signing systems and to permit and regulate signs in such a way as to support and complement land-use objectives set forth in the Zoning Ordinance. In addition to protecting from distractions and obstructions that can contribute to traffic and pedestrian accidents, it is the intent of these regulations that signs are as much subject to control as noise, odors, debris and like characteristics of a use that, if not controlled and regulated, can become a nuisance factor to adjacent properties or the community in general. To protect the general health, safety and welfare, and to protect and encourage a more attractive economic, business and overall physical appearance of the community, all signs and signing systems are subject to the regulations that follow in this chapter.

158.02 DEFINITIONS.

As used in this chapter, the following words and phrases shall have the meanings herein.

- (a) "Awning" means a hood or cover that projects from the wall of a building and/or which can be retracted, folded or collapsed against the face of the supporting building.
- (b) "Banner" means a nonrigid cloth, plastic or canvas sign typically related to a special event or promotion. National flags, state or municipal flags shall not be considered banners. The official flag of any institution or business shall not be considered a banner.
- (c) "Billboard" means an off-premise outdoor pole sign exceeding 60 square feet in area.
- (d) "Canopy" means a projection from a building made from any material, which is cantilevered, suspended or supported on columns intended only for shelter or ornamentation.

- (e) "Changeable copy sign (manual)" means a sign, or portion thereof, on which characters, letters, or illustrations are changed manually in the field without altering the face or surface of the sign, including without limitation, a readerboard with changeable letters.
- (f) "Changeable copy sign (mechanical)" means a sign, or portion thereof, on which characters, letters, or illustrations are changed mechanically in the field without altering the face or surface of the sign.
- (g) "Clear Sight Triangle" means the triangular area formed by a diagonal line connecting two points located on intersecting lines of a right-of-way, easement of access, or pavement edge of an access drive, each point being 20 feet from the intersecting lines and extending vertically from a height of three (3) feet above grade to ten (10) feet above grade.
- (h) "Flag" means any fabric or bunting containing distinctive colors, patterns or symbols used as a symbol of a government or political subdivision.
- (i) "Flashing" means a sign or graphic which in any manner, as a whole or in part, physically changes in light intensity or gives the appearance of such change.
- (j) "Ground sign" means a free standing detached sign whose support structure is embedded in the ground.
- (k) "Joint identification sign" means a sign intended to provide the identity or name, whether through logo, type, graphics or other symbols, for two or more uses within one building or on one property or the name of the building or its address for property occupied by two or more businesses.
- (l) "Informational window sign" means window signage with a total area of two square feet or less and bearing only information about entry and exit, business hours, authorized service representative information and/or discount and credit systems accepted in that establishment (e.g., American Express, MasterCard, Visa, Golden Buckeye Card, etc.).
- (m) "Marquee" means a canopy that provides additional loading for graphics.
- (n) "Menu board" means a permanently mounted sign displaying the bill of fare for a restaurant, drive-in or drive-thru restaurant or instructions or services for other drive-thru establishments.
- (o) "Moving sign" means any sign, all or any part of which physically moves up or down or sideways, revolves, or is animated so as to give the appearance of movement.
- (p) "Pennant" means a triangular shaped banner.
- (q) "Permanent residential subdivision identification signage" means those signage features specifically relating to the denotation of a major entrance or entrances to a residential subdivision.
- (r) "Permanent sign" means a sign intended to be erected and used or in fact which is used for a time period in excess of one year.
- (s) "Portable sign" means a sign designed or constructed in such a manner that it can be moved or relocated without involving any structural or support changes.
- (t) "Projecting nameplate" means a sign indicating only the name and/or address of an occupant which extends outward perpendicular to the building face.

- (u) "Private traffic and on site directional signs" means a temporary or permanent sign that provides information regarding location, instructions for use, or functional/directional data.
- (v) "Roof line" means the lowest point of a roof which is closest to the ground.
- (w) "Roof sign" means a sign erected upon the roof of a building, any portion of which is above the roof line of the building.
- (x) "Sign" means a name, identification, description, display or illustration which is affixed to, painted or represented, directly or indirectly upon a building, structure, parcel or lot and which directs attention to an object, product, place, activity, person, institution, organization or business. The word "sign(s)" as used throughout this chapter means sign(s) that are externally visible from adjacent properties or streets. Signage that is placed internally within a structure or building that is not externally visible shall be excluded from sign regulations.
- (y) "Streamer" means any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire, string or cord, usually in series, designed to move in the wind. A streamer may have pennants and/or banners attached.
- (z) "Temporary sign" means a sign intended to be used and in fact used for a time period of one year or less.
- (aa) "Wall sign" means a sign attached to a building face, with the exposed face thereof in a plane parallel to the plane of the wall. Wall signs include painted murals, messages, graphics and other designs painted along with any letters or numerals mounted on buildings and any extensions thereon.
- (bb) "Window sign" means a sign, graphic, poster, symbol or other identification or information about the use or premises which is physically affixed to or painted on the glass or other structural component of the window or a sign, graphic, poster, symbols, or other identification or information about the use or premises erected on the inside of the building within 2 feet of the window and intended to be viewed through the window from the exterior of the premises.
- (cc) "Electronic message center (EMC)" means an electronic changeable copy sign or portion of sign that emits light to display messages and images, and whose variable message and/or graphic presentation capability can be altered from a remote location.
- (dd) "Nit" means a photometric unit of measurement of the amount of light a source emits. One nit is equal to one Candela per meter squared (cd/m^2).
- (ee) "Owner" as used in Section [158.09](#) means the title holder of record for the property on which an EMC is located, or the legal representative of the title holder of record, or the user or operator of the EMC located on the property of the title holder of record.
- (ff) "Parcel" means a platted parcel or other tract of land separately identified with a unique parcel identification in the County Auditor's records.

158.03 PERMIT REQUIRED.

All temporary and permanent signs to be erected, placed, constructed or modified within the City limits, except those specifically excluded herein, shall require a permit before work is initiated.

158.04 ADMINISTRATION.

(a) Application and Permit Procedure.

(1) Applications for sign permits shall contain the following information:

- A. Two copies of plans and/or blueprints to scale of signage including details of fastenings, lighting and any lettering, symbols or other identification which will be on the sign.
- B. A site plan of a proposed ground/pole sign location showing the distance from the public right of-way and relationship to access drives, parking areas and buildings or a facade elevation of proposed wall or window signs showing the height and proportions of the sign.
- C. Any information peculiar to a particular sign application, which is necessary to uphold the provisions of this chapter.

(2) Except as otherwise provided above, all applications for sign permits shall be submitted to the Code Enforcement Officer, who shall act on the application within 30 days of receipt of the completed application.

(b) Code Enforcement Officer.

- (1) The Code Enforcement Officer shall regulate and enforce the requirements of this chapter, and shall be in charge of issuing all sign permits. Permits for signs subject to the approval of the Uptown Review Board shall not be issued until such approval is certified to the Code Enforcement Officer.
 - (2) The Code Enforcement Officer shall have the power to approve or disapprove all requests for temporary sign permits, except for signs located within the Uptown District. The Code Enforcement Officer shall, however, implement and enforce the Uptown Review Board's decisions.
 - (3) No sign, except for municipally owned signs and signs authorized by the City Manager for community events and programs which are sponsored by nonprofit, public, educational, religious and charitable organizations, shall be placed in, on or above the public right-of-way including on utility poles. The Planning and Code Enforcement Officer or his designee may effect removal of any sign illegally placed within the right of way of any road within the Municipality. The Planning and Code Enforcement Officer shall maintain said sign for 5 days. If the owner fails to contact the Planning and Code Enforcement Officer or claim the same sign within 5 days, said sign may be destroyed.
- (c) Sign Fees. In order to defray the cost of examination of plans and inspections, an applicant for a sign permit and/or a variance shall pay a fee in accordance with the fee schedule adopted and approved by City Council.

(d) Abandoned Signs. Except as otherwise provided in Section 158.04(a)(2), the Code Enforcement Officer shall determine when a sign is abandoned and notify the property owner with a notice of 10 business days as is provided for in Section 158.11.

158.05 MEASUREMENT.

(a) Measurement.

(1) Sign area shall include the face of all the display area of the sign not including the bracing, framing and structural supports of the sign, unless such support members are made part of the message or face of the sign or are determined by the Code Officer to be intended solely to make the sign more visible rather than serving any aesthetic or structural purpose. For internally illuminated signs or internally illuminated awnings, canopies or marquees, the entire lighted surface shall be considered the sign area. The lighted surface area of internally illuminated canopies, awnings or marquees is counted as signage regardless of whether it contains graphics.

(2) Where a sign has two or more display faces, the area of all faces of the sign shall be included in determining the area of the sign unless two display faces join back to back, are parallel to each other and not more than 24 inches apart, or form a V-angle of less than 45 degrees. For spherical signs, the sphere shall be dissected by an imaginary line through the center of the sphere and the surface area of the half sphere shall be counted as the sign face. For cubical signs, the area of all display faces shall be included in determining the area of the sign. See illustration on following page.

(3) The area of letters, numbers or emblems mounted on a building wall or wall extension shall be computed by enclosing such sign with the smallest single continuous perimeter around the letters, numbers or emblems and determining its area.

(4) The term frontage as used in calculating ground signs shall refer to the dimension of the lot along the street. The term frontage as used in calculating wall signs shall refer to the building wall dimension facing the street or parking lot.

(5) For structures and uses having no direct frontage on public roads, as within shopping centers, frontage shall be counted as the intersection of the building line onto adjacent drives or parking areas.

158.06 SIGNS WHICH DO NOT REQUIRE A PERMIT.

The following signs may be erected without a permit:

- (a) Address and name of occupant of premises for a residential structure, not include designations as to employment or home occupation and to be limited in size to two square feet.
- (b) Signs required or authorized for a public purpose by any law, statute or ordinance, such signs to include traffic control devices provided that such signs contain no supplementary advertising.
- (c) On site directional signs indicating points of entry or exit for a facility or off-street parking area, provided such signs are limited to a maximum of two square feet in area and three feet in height and do not interfere with safe vehicular or pedestrian traffic circulation and are not located within the clear sight distance triangle. No more than two such signs are allowed per vehicular access

point. Such signs may contain information such as “in”, “enter”, “entrance”, “out”, “exit”, “do not enter” or similar language as approved by the Planning Administrator or his designee or arrows indicating desired traffic movement. Such signs may contain no advertising, including logos and must be of a rectangular shape. Such signs must be on the property to which they refer and may not be placed within a public right-of way. Private Traffic and on site Directional Signs are excluded from total sign count.

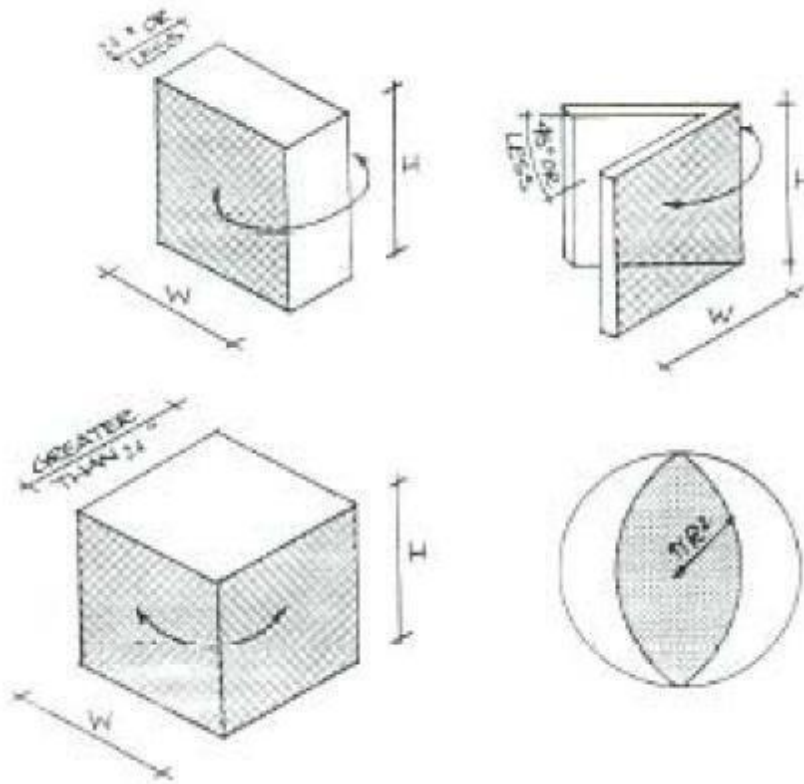
- (d) Signs, in all districts, which are in the nature of cornerstones, commemorative tables and historical signs, provided that such signs are less than nine square feet in size and not illuminated.
- (e) Signs clearly in the nature of decorations customarily associated with any national, local or religious holiday, to be limited to 60 days in any one year and to be displayed not more than 60 consecutive days. Such signs must meet the sign area limitations of the applicable zoning district. Such signs may be illuminated or animated provided that safety and visibility hazards are not created.
- (f) Political signs or posters concerning candidates for elective office, public issues and similar matters to be decided by public election. Such signs shall not exceed six square feet in area, shall not be illuminated, and shall not create a safety or visibility hazard, nor be affixed to any public utility pole or tree or be located within a public right-of-way. This section is not applicable to political campaign headquarters signs which shall require a temporary sign permit pursuant to Section [158.07](#).
- (g) Signs that indicate the sale, rental or lease of a particular one or two family residential structure or one or two family residential land area, to be limited in size to six square feet, with one sign allowed per street front. Such signs shall not be located in a public right-of-way, and shall not be illuminated. Signs advertising a one or two family residential structure or land area must be removed within 14 days after the sale, rental, or lease has occurred.
- (h) Informational window signs that are limited in size to two square ft. per sign.
- (i) Signs, in all districts except for the Uptown District, which are less than two square feet in size and mounted or attached flat or parallel onto a building face of an administrative, business or professional office building which denotes the name and address of an occupant in a building where more than one tenant is located and which has individual and separate entries.
- (j) A sign which advertises the sale of personal property such as a garage, yard, porch or moving sale sign provided that it is limited to one sign, not greater than four square feet in size and which sign is located on the sale premises for a time period not greater than two consecutive days. Such signs shall not be located in a public right-of-way.
- (k) Construction signs which display the identification of the contractors, architects and other construction principals and temporary development signs which shall include signs indicating or promoting the development of land, facilities, or structures. Construction and/or development signs shall not be illuminated. No more than one such sign shall be permitted per street frontage and such signs shall be installed on the property to which they refer. For sites having at least 100 feet of frontage on each of two public rights-of-way, a second sign may be permitted facing the second right-of-way if both signs comply with Code requirements. The two signs shall be no closer than 75 feet. The distance shall be measured by drawing two straight lines from the edge of each sign,

forming a 90 degree angle. Such signs shall be limited to 32 square feet and 8 feet in height. They shall be placed at least 10 feet from any public right-of-way. In residential subdivisions, development signs must be removed when 75% of the lots in the first subdivision phase have received any certificate of occupancy or the permanent subdivision sign has been erected. For other than single family residential development, development signs must be removed when more than 50% of the space is rented, sold or leased. For construction signs in developed residential neighborhoods, such sign shall conform to the size requirements of the zoning district in which they are located and must be removed upon completion of construction or the commencement of occupancy, whichever event occurs first.

- (l) Signs for community events and programs which last for a time period of 14 days or less and which are sponsored by nonprofit, public, educational, religious and charitable organizations. Four signs may be displayed during the event for a period of 14 days immediately preceding the commencement of the event. One sign may be located at the site of the event provided it does not exceed 24 square feet in size. All off-site signs shall not exceed 24 square feet in size and must be located on private property with the permission of the property owner. Each sign shall be placed at a different site and shall be removed not later than 48 hours after the scheduled activity. If the program or event is for a continuing period of time in excess of 14 days, only one sign, not larger than ten square feet, is permitted and such sign must be located either at the site of the event or program or at the location of the sponsoring organization.
- (m) Signs that indicate the sale, rental, or lease of a particular residential or non-residential undeveloped parcel over three acres in area, multi-family, commercial structure or industrial land area, to be limited in size to 16 square feet in area and eight feet in height, with one sign allowed per street front. They shall be placed at least ten feet from any public right-of-way, and shall not be illuminated. Individual tenant spaces within a parcel are allowed a window or wall sign in compliance with section 158.07(n) and 158.08.
- (n) Temporary window signs that are limited in size to 25% of the window area in which it is placed, and which are not illuminated. Such signs may be placed only in ground level windows where no other temporary signs are placed and be limited to only one sign per window. Such signs may be displayed not more than 120 days per calendar year if they indicate or promote special sales or special occasions. The date upon which a temporary window sign is first displayed shall be legibly marked on the sign. It will be assumed that a sign has been displayed continuously from the date marked. Merchandise may be displayed within individual store display windows.
- (o) Business flags, not exceeding one per parcel and displaying the corporate or business emblem or seal, may be displayed if flown on a vertical staff or pole and in conjunction with the national flag. Such business flags shall be flown on the same staff or pole and below the national flag or on a separate staff or pole at a lower level than the national flag if such separate staff or pole is not in front of the national flag. The business flag shall not be larger than the national flag and in no instance exceed three feet in width or five feet in length. The business flag shall not display a product and shall contain no advertising copy.
- (p) Menu Boards, provided such signs are oriented solely for the use of patrons utilizing the drive-thru and are not intended to be visible from adjacent property or the right-of-way.

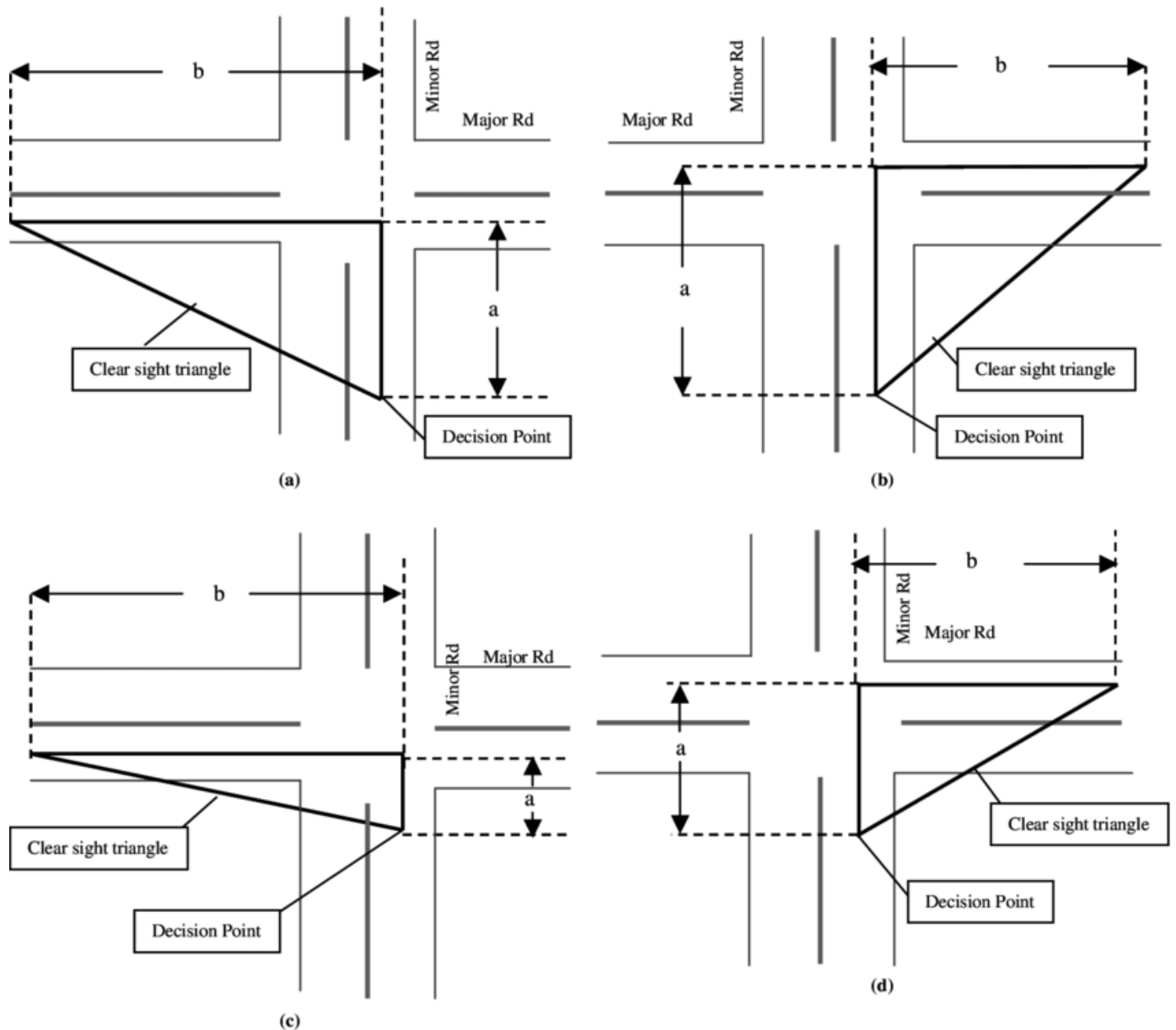
- (q) Messages displayed upon approved Manual Changeable Copy Signs provided for in Section 158.08(b)(3) may be changed without permit.

Two Faces Count as One Sign Face



Each display counts as a separate Sign area to be calculated as the projection of a spherical sign to a flat plane sign face. (as if cut in half).

Clear Sight Triangle



158.07 TEMPORARY SIGNS AND TEMPORARY SIGN PERMITS.

(a) General Restrictions for Temporary Signs.

- (1) All signs not previously exempted and are not permanent signs as provided shall require a temporary sign permit.
- (2) All temporary signs shall be issued permits subject to the restrictions set forth in the schedule of sign regulations of this chapter and the regulations required for permanent signs as is set forth.

- (3) Banners, temporary wall signs, flag signs, and pennants less than 16 square feet are permitted provided that they are attached at each corner, point and/or end so as to prevent movement. Banners may be attached to ground signs within the frame provided that they are attached at each corner, point and/or end so as to prevent movement. Streamers are prohibited. Only 1 banner is permitted per establishment. No business shall display such signs for more than 90 days per calendar year or for more than 30 continuous days. The date each sign is first displayed and the time period for which the sign will be displayed shall be legibly marked on the sign. The area of each banner shall not count toward the minimum sign area as specified in the Schedule of Sign Regulations.
- (4) All temporary signs shall be located at the site or location of the event being promoted or of the headquarters for the sponsoring organization except as otherwise provided for community events in Section 158.06(l).
- (5) The date upon which a temporary sign is first displayed shall be legibly marked on the sign.
- (6) The construction requirement set forth in Section 158.08(b)(5) shall not be applicable to temporary signs.
 - (b) Political campaign headquarters signs shall require a temporary sign permit and must meet the requirements of the district in which the headquarters is located.

158.08 Permanent Sign Requirements.

(a) All permanent signs shall require a permit. Permitted permanent signs shall be classified into one of the three following types: wall signs; window signs; and ground signs.

(1) Wall signs may be erected on a building wall or extension of a building wall which faces a street, parking lot or service drive, and such sign may not extend beyond any building setback lines. Wall signs shall be attached parallel to the building face and extend outward perpendicular from the building face a maximum of ten inches except as follows:

- A. Signs may be painted on an awning area or attached to a canopy or marquee which projects beyond the building provided that no part of such sign may extend above the roof line, canopy or marquee.
- B. Projecting nameplates provided that:
 - 1. The nameplate does not exceed four square feet in size; is placed not less than eight feet above the sidewalk or ground level; projects no more than three feet outward from the building face; and
 - 2. Is used only by a business having its own separate and individual entrance and located in a building having no front yard or is used by a number of businesses which share a common entry way in a building with no front yard and whose nameplate identifies the name and/or street address of the building, and not the names of the individual businesses.

(2) Ground signs, to include pole signs and other types of free standing signs, may be erected on a lot provided the location, height and other characteristics of the sign meet the regulations of this chapter. Only one ground sign per street front is permitted for any lot in any zoning district.

(3) Permanent window signs shall be limited to signs denoting the identification of the occupant, the address of the premises and its use. Except for the CBD District where a business does not occupy first floor space, such signs shall be limited to use solely on the ground or first floor. Permanent window signs must comply with the Schedule of Sign Regulations.

(b) The following general requirements shall apply for characteristics of permanent signs:

(1) Illumination. Illumination of signs shall be permitted in all districts. Illumination shall be from a concealed or indirect light source and shall not flash, blink, fluctuate, travel, move or in any manner fail to provide constant illumination and shall not create a hazard or visibility problem or interfere with or impair vehicular movement on any street from which the sign may be viewed. Illuminated signs shall be constructed and maintained so that the source of illumination is shielded or otherwise prevented from beaming directly onto adjacent properties or streets.

(2) Animation or changeable copy signs (mechanical) and moving signs. Mechanical changeable copy signs, flashing signs, moving signs and the animation of signs are prohibited.

(3) Manual changeable copy signs. Manual changeable copy signs shall be permitted on ground signs only. Manual changeable copy signs shall comprise no more than one third (33.3%) of the total area of the sign per side or ten square feet per side, whichever is more, and shall comply with the maximum height standards specified in the schedule of sign regulations, and shall be an integral part of the sign. In residential districts, manual changeable copy signs shall not be internally illuminated and may be illuminated only between 6:00 a.m. and 11:00 p.m.

(4) Pennants, streamers, etc. No sign shall contain or consist of banners, pennants, ribbons, streamers or similar moving devices.

(5) Construction. The construction of all signs, including any electrical wiring necessary for the operation of illuminated signs shall conform to the specifications of Part 13 of the Codified Ordinances of the City of Westerville except for Chapter 1, Section 4101:2-1-35 of the Ohio Basic Building Code. All signs shall be adequately maintained and shall not constitute a safety hazard. The sign faces of a sign shall be kept neatly painted or posted at all times and, where applicable, shall be painted or replaced with blank panel(s) when copy is removed.

(6) Location.

A. All permanent signs shall be located on the site being promoted, identified or advertised. Off premise signs are prohibited.

B. In no case shall any part of a sign be placed in, over, or extend onto any public right-of-way except for projecting nameplates on lots where no front yard exists and for publicly owned signs such as traffic control and directional signs. In no case shall any part of a sign be placed in, over or extend above the roof line of any structure.

- (7) Maximum number, height, and area of signs. In addition to placement of signs, the heights, area and number of permitted signs allowed per use or lot shall be regulated by districts and uses as listed under the Schedule of Sign Regulations of this chapter, except as specifically regulated elsewhere in this chapter. The height of a ground sign shall be measured from the established grade of the adjacent public street at the proposed sign location.
- (8) Joint identification signs. Joint identification signs shall be limited to wall or ground signs and to premises where there are two or more uses located on a property having frontage on at least one public street. If the property fronts on one street, only one joint identification sign is permitted. A second joint identification sign is permitted, if the property fronts on two streets provided that the frontage for each street is not less than one hundred lineal feet. Additionally, a second joint identification sign is permitted in the Uptown District if the premises has pedestrian access open to the public from parking facilities both in the front and in the rear of the property. The size of a joint identification sign shall not exceed a total of twenty-five square feet nor shall less than four square feet be utilized by any one occupant of the property.
- (9) Billboards. Billboards are prohibited as off-premise signs.
- (10) Permanent residential subdivision identification signage.
 - A. Such identification shall be limited to wall mounted signs or graphics only, for example, with placement on a brick wall, railroad ties, entrance columns on each side of a street or on a similar architectural or landscaping entrance feature that may be used. The reverse sides of identification features shall be finished to match the fronts. Pole type signage is hereby prohibited. Sign copy shall be limited to the name and logo of the subdivision. One manual changeable copy sign is permitted per entrance. Manual changeable copy signs are to be mounted on the rear of an entrance feature. Maximum area for residential manual changeable copy signs is four square feet.
 - B. Such identification features may not be located in the public right-of-way. Under no circumstances shall such feature be located in the tree lawn nor the clear sight triangle defined in Section 158.02, nor impair the future utilization or expansion of public streets.
 - C. The maximum area for such identification is 20 square feet at any one entry location. A maximum of one permanent residential subdivision identification sign is permitted on each side of the street at each entry location to a development.
 - D. No part of any such sign shall be closer to any public right-of-way than ten feet.
 - E. Applications for permanent subdivision identification signs must demonstrate provisions for future maintenance and maintenance easements at the time of final platting. Written consent of the property owner of each proposed sign location shall be submitted with each permit application.

158.09 NONCONFORMING SIGNS AND ILLEGAL SIGNS.

- (a) The continuance of an existing sign which does not meet the regulations and requirements of this chapter shall be deemed a nonconforming sign which shall terminate by abandonment. A sign shall be considered abandoned:

- (1) When the sign is associated with an abandoned use.
- (2) When the sign remains after the termination of a business. A business has ceased operations if it is closed to the public for at least 90 consecutive days and no active building permit is on file for remodeling or reconstruction. Seasonal businesses are exempt from this determination.

(3) When the sign is not maintained or does not conform to the following:

A. All signs, together with all supports, braces, guys and anchors shall be kept in repair and in proper state of preservation. The display surfaces of all signs shall be subject to periodic inspection.

B. Every sign and the immediately surrounding premises shall be maintained by the owner or person in charge thereof in a clean, sanitary and inoffensive condition free and clear of all obnoxious substances, rubbish and weeds.

J. Should any sign be or become unsafe or in danger of falling, the owner thereof or the person responsible for maintaining the sign shall proceed at once to put such sign in a safe and secure condition or shall remove the sign. When the Code Enforcement Officer or his designee finds, upon investigation, that a sign is unsafe or unsound structurally, he shall notify the owner of said sign, together with the owner of the land on which the sign is located, by certified mail of his findings. Such notice shall advise the owner that the sign has been declared abandoned and/or unsafe and/or structurally unsound and must be removed within ten (10) days for an unsafe or structurally unsound sign. The owner may request an opinion as to the existence of a violation from the Planning and Zoning Commission. If an unsafe, or structurally unsound sign is not removed as ordered and the owner has not requested an opinion as to the existence of the violation from the Code Enforcement Officer, the same may be removed at the expense of the lessee or owner after ten (10) days of notice for an unsafe or structurally unsound sign. If the Municipality is not immediately reimbursed for such costs, the amount thereof shall be certified to the County Auditor for collection as a special assessment against the property on which the sign is located.

(4) Abandonment shall be determined based upon the above definitions, at a public hearing of the Board of Zoning Appeals. Upon a finding that the signage is abandoned, the right to maintain and use such sign shall terminate immediately.

(b) A nonconforming sign shall not be structurally relocated or replaced unless it is brought into compliance with the provisions of this chapter. Should any replacement or relocation take place without being brought into compliance, the sign shall be existing illegally.

(c) A nonconforming sign shall be maintained as required in accordance with the following provisions:

(1) The size and structural shape shall not be changed or altered. The copy may be changed provided that the change applies to the original nonconforming use associated with the sign and that the change is made by the owner of the sign at the time the sign became nonconforming; the copy area shall not be enlarged. Any subsequent owner or user shall bring the sign into compliance within 30 days.

(2) In case damage occurs to the sign to the extent of 50% or more of either the structure or the replacement value of the sign, the sign shall be brought into compliance. Where damage in the sign is less than 50% of the structure or its replacement value, the sign shall be repaired within 60 days.

(d) If any sign is installed, erected, constructed or maintained in violation of any provision of this Chapter, except for nonconforming signs in compliance with Section 158.09, the Code Enforcement Officer or his designee shall notify the owner of user thereof to comply with the provisions of this chapter by certified mail. If the owner or user fails to comply with such notice, and the owner has not requested an opinion as to the existence of the violation from the Board of Zoning Appeals, or, after a reasonable search, cannot be found, the Planning and Code Enforcement Officer or his designee shall cause such graphic or such portion thereof as is constructed or maintained in violation of this chapter to be taken down; the expense of which shall be paid by the owner or user. Unless clearly specified otherwise, the property owner will be considered to be the presumptive owner of said sign. However, nothing herein contained shall prevent the Planning and Code Enforcement Officer or his designee from adopting such precautionary measures as may seem to him necessary or advisable in case of imminent danger to place the graphic in safe condition, the expense of which shall be paid by the owner of the premises or recovered against him in the manner as further described in this section.

No owner or person in charge, possession or control of the temporary sign(s) mentioned in [Chapter 158](#) shall fail to comply with notices within five (5) days of mailing of the notice. No owner or person in charge, possession or control of permanent sign(s) mentioned in [Chapter 158](#) shall fail to comply with the notices provided within twenty-one (21) days of mailing of the notice.

If a violation of a provision of this Chapter is repeated within 90 days of a previous violation of the same provision of this Chapter by the owner or user subject of the previous violation on the same property as the previous violation, such sign may be seized immediately and a charge assessed for removal without additional notification.

Fees for removal shall be immediately due and payable to the Municipality. Notice of such assessment shall be given to the owner or user by mailing such notice to the address utilized by the County Treasurer for tax billing purposes and by posting a Notice of Assessment at the subject premises where the sign owner and property owner are the same. All assessments not paid within ten (10) days after such mailing and posting, after approval by Council, shall be certified by the Finance Director to the County Auditor to be placed on the tax duplicate and collected as other taxes are collected.

The City may also collect such costs together with interest through a civil action in the appropriate court of law having jurisdiction thereof and seek such additional orders from a court of competent jurisdiction as may be necessary from time to time in order to enforce the provisions of this section.

Every owner or occupant of real estate in the Municipality impliedly grants a license to the Planning and Code Enforcement Officer, his designee or Municipal employees to enter upon real property in the Municipality without the consent of the owner or user for the purposes of fulfilling the provisions of this section.

(Ord. 98-58. Passed ____.)

158.10 STREET NUMBERS REQUIRED.

An owner, occupant or person having control of a residential, industrial, commercial or public building shall display the numerical address of the building in Arabic numbers not less than four inches in height.

- (a) The color of the numbers shall contrast to the color of the surface on which they are mounted and the numbers shall be clearly visible from the street on which the building is numbered.
- (b) The numbers shall be placed on the front of the building facing the street on which the building is numbered.
- (c) For buildings not having entrance doors facing the street on which the buildings are numbered, numbers of all units within such building shall be placed either on the wall of the building facing the street on which the building is numbered or on a sign in compliance with this chapter.
- (d) The owner of a residential building may post additional sets of address numbers provided that one set complies with the provision of this section.
- (e) Whoever violates this section or any part thereof, upon being notified in writing of such violation by the Code Enforcement Officer, shall have 30 days in which to comply with the provisions of this section. Upon expiration of the 30 days and failure to comply with the provisions of this section within that period the owner, occupant or person having control of a building shall be deemed in violation. Each subsequent day shall constitute a separate violation.

(Ord. 98-58. Passed ____.)

158.11 PENALTY.

- (a) Any person, firm, corporation, partnership, or association violating any provision of this chapter or failing to obey any lawful order or failing to obey any lawful order issued pursuant to its terms shall be fined not more than \$100.00. Each day during which such violation continues may be deemed a separate offense.
- (b) An organization may be convicted of a violation of a provision of this chapter under any of the following circumstances:
 - (1) The offense is a minor misdemeanor committed by an officer, agent or employee of the organization acting in its behalf and within the scope of his office or employment, except that if the section defining the offense designates the officers, agents or employees for whose conduct the organization is accountable or the circumstances under which it is accountable, such provision shall apply.
 - (2) A purpose to impose organizational liability plainly appears in the section defining the offense, and the offense is committed by an officer, agent or employee of the organization acting in its behalf and within the scope of his office or employment, except that if the section defining the offense designates the officers, agents or employees for whose conduct the organization is accountable or the circumstances under which it is accountable, such provisions shall apply.
 - (3) The offense consists of an omission to discharge a specific duty imposed by law on the organization.
 - (4) If, acting with the kind of culpability otherwise required for the commission of the offense, its commission was authorized, requested, commanded, tolerated or performed by the board of directors,

trustees, partners or by a high managerial officer, agent or employee acting in behalf of the organization and within the scope of his office or employment.

(c) Regardless of the penalties provided in subsection (a) hereof, an organization convicted of a violation or a provision of this chapter shall be fined, which fine shall be fixed by the court as follows:

Type of Misdemeanor

Maximum Fine

All degrees

\$1200

158.12 TABLES/SCHEDULE OF SIGN REGULATIONS:

(A) Table 1: Permitted signs by type and zoning district.

Sign Type	A-1	R-1 & 2	R-3 & 4	CBD	C-0 & 1	C-2 & 3	H-1 & 2	I-1 & 2	Hwy Overlay
Freestanding pole sign	N	N	N	Pa	P	P	P	P	P
Billboards	N	N	N	N	N	N	N	N	P
Roof	N	N	N	Pa	P	P	P	P	N/A
Building marker	Pc	Pc	Pc	Pa	Pc	Pc	Pc	Pc	N/A
Banner	N	N	N	N	P	P	P	N	N/A
Identification	Pc	Pc	Pc	Pa	Pc	Pc	Pc	Pc	N/A
Awnings sign	N	N	N	Pa	P	P	P	P	N/A
Wall	N	N	N	Pa	P	P	P	P	N/A
Suspended	N	N	N	Pa	P	P	P	P	N/A

Sign Type	A-1	R-1 & 2	R-3 & 4	CBD	C-0 & 1	C-2 & 3	H-1 & 2	I-1 & 2	Hwy Overlay
Projecting	N	N	N	Pa	P	P	P	P	N/A
Temporary	P	P	P	Pa	P	P	P	P	N/A
Animated or moving signs	N	N	N	Pa	P	P	P	P	N/A
Canopy sign	N	N	N	Pa	P	P	P	P	N/A
Flag	A	A	A	A	A	A	A	A	N/A
Blade bracket sign	N	N	N	Pa	P	P	P	P	N/A
Portable temp sign	P	P	P	Pa	P	P	P	P	N/A

Monument sign	N	N	N	Pa	P	P	P	P	P
---------------	---	---	---	----	---	---	---	---	---

A= Allowed
 N= Not allowed
 P= Allowable only with a sign permit
 a) Permitted only after Durant Main Street Board has approved the sign design and location.
 b) May include only building name, date of construction, or historical data on historic site; must be cut or etched into masonry, bronze, or similar material.
 c) Only address and name of occupant allowed on sign.
 d) No commercial message of any kind allowed on sign.

(B) Table 2: Setback requirements.

Sign Type	Max Number Allowed	Vertical Clearance from Private Drive, Street, Sidewalk or Parking Lot	Vertical Clearance from Public Street or Sidewalk	Lighting Allowed	Location Requirement	Time Limit	Max Sign Area	Max Sign Height	Min Setback from Property Line
Freestanding pole sign	1 per 60' of frontage	14'	14'	Yes	N/A	N/A	300 sq ft	90' tall	10'
Billboards	1 per 1,000' HW frontage	14'	14'	Yes	Within the Highway Overlay District	N/A	750 sq ft	60' tall	10'
Roof	1 per building	N/A	N/A	Yes	Connected to the building's roof	N/A	32 sq ft	N/A	N/A
Building marker	1 per building	N/A	N/A	Yes	N/A	N/A	4 sq ft	N/A	N/A
Banner	1 per building	8'	8'	No	N/A	N/A	12 sq ft	14' tall	10'
Identification	1 per building	N/A	N/A	Yes	N/A	N/A	4 sq ft	Not to be placed above the roof edge	10'

Sign Type	Max Number Allowed	Vertical Clearance from Private Drive, Street, Sidewalk or Parking Lot	Vertical Clearance from Public Street or Sidewalk	Lighting Allowed	Location Requirement	Time Limit	Max Sign Area	Max Sign Height	Min Setback from Property Line
Awnings sign	1 per building	8'	8'	No	Connected to the building	N/A	15% of wall area	Not to be placed above the roof edge	N/A
Wall	1 per side of building or tenant space	N/A	N/A	Yes	Connected to the building	N/A	15% of wall area	Not to be placed above the roof edge	N/A

Suspended	1 per building	8'	8'	Yes	Connected to the building or freestanding sign pole	N/A	12 sq ft	Not to be placed above the roof edge	N/A
Projecting	1 per building	N/A	N/A	Yes	Connected to the building	N/A	15% of wall area	Not to be placed above the roof edge	N/A
Temporary	1 per building or tenant space	N/A	N/A	No	No closer than 5' to the curb or street	45 days	32 sq ft	N/A	N/A
Animated or moving signs	1 per building	14'	14'	Yes	Attached to a freestanding pole sign or monument sign	N/A	32 sq ft	N/A	10'
Canopy sign	1 per building	8'	8'	No	On building	N/A	32 sq ft	Not to be placed above the roof edge	N/A
Flag	N/A	N/A	N/A	N/A	N/A	N/A	N/A	25'	10'
Blade bracket sign	1 per building	8'	8'	Yes	On building	N/A	4 sq ft	Not to be placed above the roof edge	N/A
Portable temp sign	1 per building	N/A	N/A	Yes	No closer than 5' to the curb or street	45 days	4 sq ft	N/A	N/A
Monument sign	1 per building	N/A	N/A	Yes	Not to be placed in the public ROW	N/A	100 sq ft total all sides	20'	N/A

Permitted sign characteristics by zoning district.

	R-1	R-2	R-3	R-4	C-0	C-1	C-2	C-3	H-1	H-2	I-1	I-2	A-1	INS ^a	Hwy Over.
Animated	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N
Billboards	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P
Changeable Copy	N	N	P	N	N	P	P	P	N	P	P	P	N	P	P
ILLUMINATION															
Internal	N	N	N	N	N	P	P	P	N	P	P	P	N	N	P
External	N	N	P	P	P	P	P	P	P	P	N	N	P	N	P
Exposed Bulbs	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N
Neon	N	N	N	N	N	N	P	P	N	P	N	N	N	N	P
P = Permissible only with a sign permit															
N = Not allowed															
a This column does not represent a zoning district. It applies to institutional uses permitted under the zoning code in residential zoning districts. Such uses may include, but are not limited to, churches, schools, and uses granted by a conditional use permit.															

Maximum total area sign per zone lot by zoning district.

§ 155.065 LOTS.

(A) Residential lots shall be not less than the required width at the front building line and shall abut a street a distance of not less than 35 feet when situated around a cul-de-sac or abutting a curve with a radius of less than 50'. In all other scenarios, lots shall abut a street with frontage as described in 156.035 - District Regulations).

(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 22,500 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 provide for adequate off-street parking and loading facilities based on the intended use.

(E) Side lot lines should be approximately at right angles or radial to street lines.

(F) Double frontage and reverse frontage lots should be avoided except where they are needed to provide for the separation of development from traffic arteries or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least 20 feet shall be provided along the portion of the lots abutting such a traffic artery or other use where screening is required. There shall be no right-of-access across a planting screen easement.

(Prior Code, § 156.065) (Ord. 1041, passed 4-12-1983)

Durant - Land Usage-----THIS CHART SHOULD NOT BE HYPERLINKED

§ 156.035 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.

ATTACHMENT A

§ 157.032 DISTRICT REGULATIONS. - DO NOT HYPERLINK

Zoning Districts	Lot Area Min.	Lot Width at Lot Line (A)	Building Coverage (%) 30% incl. acc. bldg.	Imperious Coverage (%)	Front (B)	Yards Min. Setback Side Interior		Exterior	Rear	Height Max.
						Adj. Res. District	Adj. Non Res. District			
A-1 Agriculture	5 acres	150'			50'	25'	25'	25'	50'	35'
R-1 Single Family Residential	8,400 sq. ft.	70'	30%	None	30' incl. dbl. front.	5'C	5'C	15'	20'	35'
R-2 Two Family Residential	6,000 sq. ft. (Single-family dwellings)	60'	35%	None	25' incl. dbl. front.	5'C	5'C	15'	20'	35'
	8,000 sq. ft. + (Duplex and two-family dwellings)	80'	35%	None	25' incl. dbl. front.	5'C	5'C	15'	20'	35'
R-3 General Residential (F)	6,000 sq. ft. (Single-family dwellings)	50'	50% 40%	None	25' incl. dbl. front.	5'C	5'C	15'	20'	35'
	8,000 sq. ft. + (Duplex and two-family dwellings)	70'	50% 40%	None	25' incl. dbl. front.	5'C	5'C	15'	20'	35'
	8,000 sq. ft. + 1,200 sq. ft./unit over 2 (All other developments)	80'	50%	75%	25' incl. dbl. front.	15' C or 1'/1' ht.	15' C or 1'/1' ht.	15'	20'	35'
R-4 Manufactured Homes	See Regulations									
C-O Prof. & Bus. Offices	10,000 sq. ft.	70'	75% 50%	None	53'	10'	10'	35'D	10'	35'

C-1 Convenience Comm.	12,000 sq. ft.	100'	50% 40%		50'	10'	1 1/1' ht.	15'	20'	35'
C-2 Highway Commercial & Comm. Recreation	10,000 sq. ft.	100'	70% 40%		25'	1 1/1' ht.	10'	15'	20'	45'
C-3 General Commercial	8,000 sq. ft.	80'	None 40%		25'	1 1/1' ht.	10'	15'	20'	35'
Central Business (CBD)	None	None	None		None	1 1/1' ht.	None	None	None	None

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.

Yards Min. Side Setback Interior
--

Zoning Districts	Lot Area Min.	Lot Width At Front Lot Line	Building Coverage (%)	Impervious Coverage (%)	Front (B)	Adj. Res. District	Adj. Non-Res District	Exterior	Rear	Height Max.
------------------	---------------	-----------------------------	-----------------------	-------------------------	-----------	--------------------	-----------------------	----------	------	-------------

I-1 Light Industrial	None	None	60% 40%	90%	35'	1 1/1' ht.	10'	15'	20'	None
I-2 Medium Industrial	None	None	60% 40%	90%	30'	1 1/1' ht.	10'	15'	20'	None
H-1 Health Facilities	None	None	None 50%		25'	1 1/1' ht. E	10	15'E	20'E	25'E

Notes:

- A. For any wedge-shaped lot the required frontage shall be measured at the building line.
 - B. Front yard setbacks measured from street right-of-way.
 - C. For buildings of more than one story, the minimum width of the side yard on all lots shall be not less than 10 feet. On a lot where the principal use is a nonresidential building there shall be a side yard of not less than one half the height of the building but in no case less than 15 feet.
 - D. If 25% or more of the lots on one side of the street between two intersection streets are improved with buildings all of which have observed an average setback line less than 35 feet, and no building varies more than 5 feet from this average setback, then a building may be erected on the average setback line so established by the existing buildings.
 - E. A building or structure may exceed the maximum height regulations by adding one foot onto the required front, side and rear yards for each two feet of additional height.
 - F. Townhomes, as described in the International Residential Code currently adopted by the city, shall be classified R-3 and require no side setback limitations when abutting other townhome R-3 property. When adjacent to other property, there shall be a five-foot side setback. For interior lots minimum width shall be 28 feet. End lots must also meet setback requirements of an extra five feet or 15 feet depending on the configuration and adjacent roadways. Minimum total lot area shall be 3,200 square feet.
- (`93 Code, § 12-220) (Ord. 1040, passed 4-12-83; Am. Ord. 1078, passed 10-8-85; Am. Ord. 1335, passed 5-8-01; Am. Ord. 1411, passed 9-8-03; Am. Ord. 1574, passed 11-13-07; Am. Ord. 1615, passed 5-12-09; Am. Ord. 1755, passed 5-12-15)



THE CITY OF DURANT

Office of Community Development

Date: 4/2/2024
To: Planning Commission
PC 2024 March: Ordinance Update
From: Reed Aichholz, Community Development Director
Re: Lot Language Updates

Consider an approval for edits to lot code (155.035 & District Regulations-157.032)

Attached are the current and proposed Lot Ordinance Updates

The intent of the edits to the lot ordinances are to clarify how lot frontage should be viewed.

See attached District Regulations and Chapter 155



The City of Durant

Memorandum

Date: 4/2/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Consider the approval of proposed special meeting dates.

Council Information / Action Requested

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

ATTACHMENTS:

1. PC2024 Proposed Meeting Dates



THE CITY OF DURANT

Office of Community Development

Date: 4/2/24
To: Planning Commission
Case: PC 2024
From: Reed Aichholz, Community Development Director
Re: PC Code Writer Introduction- Susan Henderson

Request: Please consider the following dates as Special Meeting Dates for Planning Commission to discuss the Future of Planning in Durant

- April 11th
- June 13th
- August 8th
- October 10th
- December 12th

Required Action: PC Approval of Dates Listed above