

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**

May 14, 2024

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

- 1. Presentation of Proclamation Declaring May 2024 as National Cities, Towns and Villages Month**

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 April 9, 2024
- b. Consider Approval of Special Called Meeting Minutes of May 6, 2024
- c. Consider Approval of Budget Supplements BA 24-11
- d. Consider Approval of Service Agreement with Crawford & Associates, P. C. for Accounting and Consulting Services (C-2024-16)
- e. Consider Approval of Mayoral Recommendation to Appoint Scott DeWald to the Durant Industrial Authority Board
- f. Consider Approval of Mayoral Recommendation of Two Nominees to Oklahoma Municipal Assurance Group Board of Trustees

2. Consider Items Removed from Consent

3. Information Items

- a. Financial Statements March 2024 and Sales Tax Report April 2024

4. Administration

- a.
 - 1. Consider Award of Bid for 2024 Street Improvement Project
 - 2. Consider Approval of Contract C-2024-21 Between City of Durant and J & L Paving LLC for 2024 Street Improvement Project
- b. Consider Offer from Oklahoma Department of Transportation In the Amount of \$18,280.00 to Purchase Property for Highway 78 Project and Take Possible Action
- c. Consider Approval of Amendment to the City of Durant Employee Handbook to Include Hiring, Training, and Educational Reimbursements
- d. Consider Approval of Amendment to the City of Durant Employee Handbook to Include a Cell Phone Policy
- e. Discussion, Consideration and Possible Action for Approval of Resolution R-2024-07 Authorizing City Manager to Represent the City as an Authorized Representative for Grant Related Matters
- f. The US Department of Transportation (DOT) 2024 Safe Streets and Roads For All (SS4A) Grant Program Funding Request to Develop a Comprehensive Safety Action Plan to Identify Roadway and Safety Deficiencies, Including all Necessary Items to Improve Safe Transportation Throughout Durant, with the Intent to Prevent Deaths and Serious Injuries on Roads and Streets Involving all Roadway Users
 - 1. Discussion, Consideration, and Possible Action to Consider Approval and Support of a 2024 Safe Streets and Roads for All (SS4A) Grant Application for Funding to Develop a Comprehensive Safety Action Plan
 - 2. Discussion, Consideration, and Possible Action to Consider Approval of Resolution R-2024-08 in Support of the Grant Application to Develop a Comprehensive Safety Action Plan and Commitment for the Required 20% Project Match
 - 3. Authorization for the Mayor / Vice-Mayor / City Manager to Sign all Related Application Documents for the 2024 Safe Streets and Roads for All (SS4A) Grant Submission
- g. Discussion, Consideration and Possible Approval of Amendments to City Code Section 158 Sign Regulations Sub Section 158.06 Temporary Signs and Sub Section 158.07 Permanent Signs

- h. Discussion, Consideration and Possible Approval for Amendments to City Code Section 155 Community General Sub Section 155.065 Lots & 156 Zoning Code Sub Section 156.035 District Regulations Chart
- i. Discussion, Consideration and Possible Action on Rezone Request for Property Located at 301 N. 16th Avenue
- j. Discussion, Consideration and Possible Action on Rezone and Replat Request for Property Located at 4332 N. Washington Avenue
- k. Discussion, Consideration and Possible Action on a Replat Request for Property Located 175ft North of Intersection at San Angelo Lane and N Washington Avenue
- l. Discussion, Consideration and Possible Action on a Rezone Request for Property Located at 3820 W. University Boulevard
- m. Discussion, Consideration and Possible Action on a Rezone Request for Property Located at 199 S 18th Avenue
- n. Consider Approval of Ordinance O-2024-01 Amending Title III, Administration, Competitive Bidding Requirements; Section 37.021 Bidding Requirements, Section 37.022 Bidding Procedures, and Section 37.023 Emergency Purchases; Declaring an Emergency

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 2:20 p.m. on the 10th day of May 2024. An amended agenda was posted at the place of such meeting at 4:20 p.m. on the 13th day of May 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of April 9, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of April 9, 2024

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

ATTACHMENTS:

1. Durant City Council Agenda Minutes 04092024 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 4:15 p.m. on the 4th day of April 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
April 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 6:00 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
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:
None

PRESENTATIONS

1. Presentation of Employee Service Awards for 1st Quarter 2024

The following employees received service awards:

5 YEARS

Tyler Amiott (Utility Line Maintenance): Certificate, Pin, \$50
Jody Bush (WWTP): Certificate, Pin, \$50
Dylon Garcia (Fire): Certificate, Pin, \$50

10 YEARS

Thomas Billy (Police): Certificate, Pin, \$100
Matthew Polson (Police): Certificate, Pin, \$100
Nick Spencer (Police): Certificate, Pin, \$100

20 YEARS

Amber Cendejas (Dispatch): Plaque, Certificate, Pin, \$200
James Scott (Street): Plaque, Certificate, Pin, \$200

30 YEARS

Dustin Rudolf (Fire): Plaque, Certificate, Pin, \$300

2. Proclamation Proclaiming April 2024 as Autism Awareness and Acceptance Month

3. Proclamation Recognizing April 2024 as Fair Housing Month

CITIZEN COMMENTS

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

There were no citizen comments.

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of March 12, 2024
- b. Consider Approval of Budget Supplements BA 24-10
- c. Consider Approval of Mayoral Recommendation to Appoint Matt Hunt to the Durant Tourism Economic Development Authority Board To Serve the Remaining Term of Scott DeWald

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 February 2024 and Sales Tax Report March 2024

4. Administration

- a. Consider Acceptance of FY 2022-2023 Annual Financial Statements and Auditor's Reports, including Single Audit

Motion To: Accept FY 2022-2023 Annual Financial Statements and Auditor's Reports, Including Single Audit

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Discussion, Consideration, and Possible Approval of Ordinance Amending the Employee Retirement System, Defined Benefit Plan for the City of Durant, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of Durant. Oklahoma; Pertaining to the Definition of Employee; Providing for Repealer and Severability; and Declaring an Emergency

Motion To: Approval of Ordinance Amending the Employee Retirement System, Defined Benefit Plan for the City of Durant, Oklahoma; Providing Retirement Benefits for Eligible Employees of the City of Durant. Oklahoma; Pertaining to the Definition of Employee; Providing for Repealer and Severability; and Declaring an Emergency

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- c. Consider Award of Bid for Real Estate Parcel Located at Intersection of Big Lots Parkway and Ninth Avenue

Motion To: Award of Bid for Real Estate Parcel Located at Intersection of Big Lots Parkway and Ninth Avenue to Vision Bank in the Amount of \$15,100

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: Sherrer

Abstain: None

- d. Consider Award of Bid for Real Estate Located at 301 N. 16th, Durant, OK

Motion To: Award Bid for Real Estate Located at 301 N. 16th, Durant, OK, to Kidlinx Child Care Academy, Inc. in the Amount of \$245,000.00

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- e. Consider Approval to Declare a City Owned 2003 Laydown Machine as Surplus and Put it Out For Bids

Motion To: Declare City Owned 2003 Laydown Machine as Surplus and Put It Out for Bids

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- f. Consider Approval of Bid Award to C3 CONSTRUCTION, INC. in the Amount of \$1,375,563.58 for OK Department of Transportation TAP (Transportation Alternative Program) Grant to Continue Rails to Trails Project, Contingent Upon Southeastern Oklahoma State University Securing the Required Additional Match of \$66, 556.43, to Construct the Chuckwa Creek Pedestrian Bridge

Motion To: Approve Bid Award to C3 CONSTRUCTION, INC. in the Amount of \$1,375,563.58 for OK Department of Transportation TAP (Transportation Alternative Program) Grant to Continue Rails to Trails Project, Contingent Upon Southeastern Oklahoma State University Securing the Required Additional Match of \$66, 556.43, to Construct the Chuckwa Creek Pedestrian Bridge

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

g. Discuss Recycling Program with Hoffman Sanitation

Mayor Tucker directed the city manager and city attorney to develop the framework for an agreement between the City of Durant and Hoffman Sanitation to enter into a pilot program for recycling.

h. Discussion, Consideration and Possible Action on Approving A Dumpster Decorating Contest Sponsored by the Durant Beautification Committee

Motion To: Approve a Dumpster Decorating Contest Sponsored by the Durant Beautification Committee

Motion By: Humphrey Miller

Seconded By: Danny Sherrer

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

EXECUTIVE SESSION

1. Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant (This Executive Session Authorized by Title 25, Section 307B(4) of the Oklahoma State Statutes)

a. Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Hammond v. City of Durant, Oklahoma (CJ-2022-165); (This Executive Session Authorized by Title 25, Section 307(B)(4) of the Oklahoma State Statutes)

b. Consider Executive Session for Confidential Communication with Attorney Concerning Pending Claims Against the City of Durant: Hickson v. City of Durant, et al., (CJ-2023-121); (This Executive Session Authorized by Title 25, Section 307(B)(4) of the Oklahoma State Statutes)

Executive Session Item 1(a)

Motion To: Enter Into Executive Session

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Executive Session Item 1(b)

Motion To: Enter Into Executive Session

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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

No action taken.

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

No action taken.

NEW BUSINESS

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of May 6, 2024

Council Information / Action Requested

Approval of Special Called Meeting Minutes of May 6, 2024

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 05062024 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 2nd day of May 2024 and that an agenda of said meeting was posted at the place of such meeting at 5:30 p.m. on the 2nd day of May 2024.



Cynthia J. Price, City of Durant

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

CALL TO ORDER

Vice Mayor Simulescu called the meeting to order at 6:09 p.m.

INVOCATION/FLAG SALUTE

Vice Mayor Simulescu 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
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:
Mayor Martin Tucker

ORDER OF BUSINESS

1. Administration

a. Durant Regional Airport Runway and Taxiway Marking Project

1. Discussion, Consideration, and Possible Action to Consider Approval of Bid Award to Hi-Lite Airfield Services, LLC. In the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport, Contingent Upon an FAA Grant Award for 90% of the Bid Proposal.

2. Discussion, Consideration, and Possible Action to Consider Submission of a Federal Aviation Agency (FAA) Airport Improvement Grant Request for \$217,225 with a 10% Match of \$24,136 for a Total Project Funding of \$241,361 to Replace the Runway and Taxiway Markings at the Durant Regional Airport. (C-2024-19)
3. Discussion, Consideration, and Possible Action to Consider Authorization for the Mayor / City Manager to Sign all Related Application and Award Documents for the 2024 Federal Aviation Agency (FAA) Airport Improvement Program Grant.

1.(a)(1)

Motion To: Approve Bid Award to Hi-Lite Airfield Services, LLC, in the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport, Contingent Upon an FAA Grant Award for 90% of the Bid Proposal

Motion By: Humphrey Miller

Seconded By: Danny Sherrer

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

1.(a)(2)

Motion To: Approve Submission of a Federal Aviation Agency (FAA) Airport Improvement Grant Request for \$217,225 with a 10% Match of \$24,136 for a Total Project Funding of \$241,361 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19)

Motion By: Danny Sherrer

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

1.(a)(3)

Motion To: Authorize the Mayor/City Manager to Sign All Related Application and Award Documents for the 2024 Federal Aviation Agency (FAA) Airport Improvement Program Grant

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 24-11

Consider Approval of Budget Supplements BA 24-11:

#258 Appropriate Fund for GF Operation Expense-PD Vehicle Maint, CD Training, Libry , Streets, Neighborhd, & Sen. Center Operation Expense.

#259 Appropriate Fund for CI USSTRN Projects Expenses

#260 Appropriate Fund for Airport Taxiway Maint. & Repair with OMAG Insurance Check

#261 Appropriate Fund for Pendleton Trust Monthly Donation

#262 Appropriate Fund for DCUA Monthly Operation Expense-Contract Labor, Fence, Winter Gear

#263 Appropriate Fund for DMSC Building & Ground Maintenance Expenses

Council Information / Action Requested

Approval of BA24-11

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

ATTACHMENTS:

1. BA 24-11 76-81 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT07585 - BA 24-11 76 TO 81

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000258	FY 23/24 ORIGINAL BUDGET	BA24-11-76 GF OPERATION EXPENDITURE ADJ	5/14/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-005-550-5071	EQUIP & SUPPLIES - PD RESERV...	BA24-11-76 GF OPER EXPENS- PD VEHICLE MA...	6,000.00	-3,000.00	3,000.00
May:	-3,000.00				
001-005-550-5658	BUILDING MAINTENANCE	BA24-11-76 GF OPER EXPENS- PD VEHICLE MA...	20,550.00	-5,000.00	15,550.00
May:	-5,000.00				
001-005-550-5663	VEHICLE MAINTENANCE	BA24-11-76 GF OPER EXPENS- PD VEHICLE MA...	83,677.00	30,500.00	114,177.00
May:	30,500.00				
001-005-550-5852	FUEL	BA24-11-76 GF OPER EXPENS- PD VEHICLE MA...	145,000.00	-20,000.00	125,000.00
May:	-20,000.00				
001-005-550-5872	PD KIDS PROGRAM EXPENDITU...	BA24-11-76 GF OPER EXPENS- PD VEHICLE MA...	3,000.00	-2,500.00	500.00
May:	-2,500.00				
001-014-550-5051	OFFICE SUPPLIES	BA24-11-76 GF OPER. EXPNSE- CD TRAINING	1,200.00	-600.00	600.00
May:	-600.00				
001-014-570-7200	TRAINING AND TRAVEL	BA24-11-76 GF OPER. EXPNSE- CD TRAINING	5,500.00	600.00	6,100.00
May:	600.00				
001-015-550-5051	OFFICE SUPPLIES	BA24-11-76 GF OPER EXPS LIBRY CAFE INV.	3,300.00	-30.00	3,270.00
May:	-30.00				
001-015-550-5833	LIBRARY CAFE INVENTORY	BA24-11-76 GF OPERATION EXPENDITURE ADJ	2,100.00	500.00	2,600.00
May:	500.00				
001-015-550-5849	COMPUTER SOFTWARE & ACCE...	BA24-11-76 GF OPER EXPS LIBRY CAFE INV.	4,000.00	-500.00	3,500.00
May:	-500.00				
001-015-550-5854	UNIFORMS	BA24-11-76 GF OPER EXPS LIBRY CAFE INV.	1,100.00	30.00	1,130.00
May:	30.00				
001-016-550-5673	SIGNAL LIGHT MAINTENANCE	BA24-11-76 GF OPERATION EXPENDITURE SIG...	146,221.00	15,000.00	161,221.00
May:	15,000.00				
001-016-550-5695	PAVING MAINTENANCE	BA24-11-76 GF OPERATION EXPENDITURE SIG...	350,000.00	-15,000.00	335,000.00
May:	-15,000.00				
001-019-550-5058	BUILDING MAINT. & SUPPLIES	BA24-11-76 GF OPERATION EXPES-BUILDING ...	20,000.00	5,000.00	25,000.00
May:	5,000.00				
001-019-550-5805	ASSOCIATION MEMBERSHIPS	BA24-11-76 GF OPERATION EXPENDITURE ME...	36,000.00	2,000.00	38,000.00
May:	2,000.00				
001-022-520-2800	VETERINARY SERVICES	BA24-11-76 GF OPERATION EXPENDITURE VET ...	10,000.00	1,000.00	11,000.00
May:	1,000.00				
001-022-550-5861	MINOR TOOLS AND EQUIPMENT	BA24-11-76 GF OPERATION EXPENDITURE VET...	2,000.00	-500.00	1,500.00
May:	-500.00				
001-022-550-5869	EQUIPMENT & FURNISHINGS	BA24-11-76 GF OPERATION EXPENDITURE VET ...	1,100.00	-500.00	600.00
May:	-500.00				
001-023-550-5656	BUILDING AND MAINTENANCE	BA24-11-76 GF OPERATION EXPES-BUILDING ...	13,000.00	1,500.00	14,500.00
May:	1,500.00				
001-023-550-5852	FUEL	BA24-11-76 GF OPERATION EXPES-BUILDING ...	11,500.00	-8,500.00	3,000.00
May:	-8,500.00				

Adjustment Number	Budget Code	Description	Adjustment Date
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Budget Adjustment Register

Packet: GLPKT07585 - BA 24-11 76 TO 81

BA0000259 FY 23/24 ORIGINAL BUDGET BA 24-11-77 CI USSTRN 2020 ST WATER PROJECT ADJ.

5/14/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-301-1000	BEGINNING UNENCUMBERED	BA 24-11-77 CI USSTRN 2020 ST WATER PROJE...	-3,856,462.00	615,321.00	-3,241,141.00
May:	615,321.00				
015-805-520-2103	2020 STREET PROFESSIONAL S...	BA 24-11-77 CI USSTRN 2020 ST WATER PROJE...	358,711.00	-121,018.00	237,693.00
May:	-121,018.00				
015-805-520-2130	2020 WTP PRJ PROFESSIONAL ...	BA 24-11-77 CI USSTRN 2020 ST WATER PROJE...	40,793.00	-692.00	40,101.00
May:	-692.00				
015-805-560-6200	2020 STREETS PROJECT	BA 24-11-77 CI USSTRN 2020 ST WATER PROJE...	4,910,700.00	-477,286.00	4,433,414.00
May:	-477,286.00				
015-805-560-6802	WTP PRJ CONSTRUCTION	BA 24-11-77 CI USSTRN 2020 ST WATER PROJE...	143,678.00	-16,325.00	127,353.00
May:	-16,325.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000260	FY 23/24 ORIGINAL BUDGET	BA 24-11 78 AIRP TAXIWAY REPAIR FINAL OMAG CK	5/14/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-361-4000	MISC. REVENUE	BA 24-11 78 AIRP TAXIWAY REPAIR OMAG CK F...	-123,679.00	-5,610.00	-129,289.00
May:	-5,610.00				
206-065-550-5509	EQUIPMENT & GROUNDS MAI...	BA 24-11 78 AIRP TAXIWAY REPAIR FINAL OM...	80,970.00	5,610.00	86,580.00
May:	5,610.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000261	FY 23/24 ORIGINAL BUDGET	BA 24-11-79 LIBRY PENDLETON REV & PROJECT	5/14/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 24-11-79 LIBRY PENDLETON REV BASA	-54,487.00	-4,585.00	-59,072.00
May:	-4,585.00				
350-000-363-1000	PENDLETON TRUST	BA 24-11-79 LIBRY PENDLETON REV CITATION	-54,487.00	-849.00	-55,336.00
May:	-849.00				
350-000-363-1000	PENDLETON TRUST	BA 24-11-79 LIBRY PENDLETON REV GULF EXP...	-54,487.00	-21.00	-54,508.00
May:	-21.00				
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 24-11-79 LIBRY PENDLETON REV & PROJECT	331,466.00	5,455.00	336,921.00
May:	5,455.00				
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 24-11-79 LIBRY PENDLETON FENCE PROJECT	331,466.00	-27,125.00	304,341.00
May:	-27,125.00				
350-015-560-6408	IMPROVEMENTS	BA 24-11-79 LIBRY PENDLETON FENCE PRJ.	28,159.00	27,125.00	55,284.00
May:	27,125.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000262	FY 23/24 ORIGINAL BUDGET	BA 24-11-80 DCUA FENCE & WINTER GEAR EXPNS	5/14/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-026-530-3051	CONTRACT LABOR	BA 24-11-80 DCUA FENCE & WINTER GEAR	0.00	10,000.00	10,000.00
May:	10,000.00				
405-026-550-5678	HYDRANT MAINT & REPAIR	BA 24-11-80 DCUA FENCE & WINTER GEAR EX...	22,000.00	-10,000.00	12,000.00
May:	-10,000.00				
405-027-530-3033	UTILITIES	BA 24-11-80 DCUA FENCE & WINTER GEAR EX...	450,000.00	-5,200.00	444,800.00
May:	-5,200.00				
405-027-530-3050	SERV CNTRCTS & WATERTOWER	BA 24-11-80 DCUA FENCE & WINTER GEAR EX...	10,000.00	5,200.00	15,200.00

Budget Adjustment Register

Packet: GLPKT07585 - BA 24-11 76 TO 81

May:	5,200.00					
405-049-550-5854		UNIFORMS	BA 24-11-80 DCUA FENCE & WINTER GEAR EX...	15,000.00	3,000.00	18,000.00
May:	3,000.00					
405-049-550-5866		ROCK & GRAVEL	BA 24-11-80 DCUA FENCE & WINTER GEAR EX...	20,000.00	-3,000.00	17,000.00
May:	-3,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000263	FY 23/24 ORIGINAL BUDGET	BA 24-11-81 DMSC MAINTENANCE	5/14/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
500-011-550-5509	OTHER EQUIP PARTS & MAINT	BA 24-11-81 DMSC MAINTENANCE	4,000.00	1,000.00	5,000.00
May:	1,000.00				
500-011-550-5658	BUILDING & GROUNDS MAINT...	BA 24-11-81 DMSC MAINTENANCE	40,000.00	-1,000.00	39,000.00
May:	-1,000.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
24	FY 23/24 ORIGINAL BUDGET	001-005-550-5071	EQUIP & SUPPLIES - PD RESERVES	6,000.00	-3,000.00	3,000.00
		001-005-550-5658	BUILDING MAINTENANCE	20,550.00	-5,000.00	15,550.00
		001-005-550-5663	VEHICLE MAINTENANCE	83,677.00	30,500.00	114,177.00
		001-005-550-5852	FUEL	145,000.00	-20,000.00	125,000.00
		001-005-550-5872	PD KIDS PROGRAM EXPENDITURES	3,000.00	-2,500.00	500.00
		001-014-550-5051	OFFICE SUPPLIES	1,200.00	-600.00	600.00
		001-014-570-7200	TRAINING AND TRAVEL	5,500.00	600.00	6,100.00
		001-015-550-5051	OFFICE SUPPLIES	3,300.00	-30.00	3,270.00
		001-015-550-5833	LIBRARY CAFE INVENTORY	2,100.00	500.00	2,600.00
		001-015-550-5849	COMPUTER SOFTWARE & ACCES.	4,000.00	-500.00	3,500.00
		001-015-550-5854	UNIFORMS	1,100.00	30.00	1,130.00
		001-016-550-5673	SIGNAL LIGHT MAINTENANCE	146,221.00	15,000.00	161,221.00
		001-016-550-5695	PAVING MAINTENANCE	350,000.00	-15,000.00	335,000.00
		001-019-550-5058	BUILDING MAINT. & SUPPLIES	20,000.00	5,000.00	25,000.00
		001-019-550-5805	ASSOCIATION MEMBERSHIPS	36,000.00	2,000.00	38,000.00
		001-022-520-2800	VETERINARY SERVICES	10,000.00	1,000.00	11,000.00
		001-022-550-5861	MINOR TOOLS AND EQUIPMENT	2,000.00	-500.00	1,500.00
		001-022-550-5869	EQUIPMENT & FURNISHINGS	1,100.00	-500.00	600.00
		001-023-550-5656	BUILDING AND MAINTENANCE	13,000.00	1,500.00	14,500.00
		001-023-550-5852	FUEL	11,500.00	-8,500.00	3,000.00
		015-000-301-1000	BEGINNING UNENCUMBERED	-3,856,462.00	615,321.00	-3,241,141.00
		015-805-520-2103	2020 STREET PROFESSIONAL SERVI	358,711.00	-121,018.00	237,693.00
		015-805-520-2130	2020 WTP PRJ PROFESSIONAL SERV	40,793.00	-692.00	40,101.00
		015-805-560-6200	2020 STREETS PROJECT	4,910,700.00	-477,286.00	4,433,414.00
		015-805-560-6802	WTP PRJ CONSTRUCTION	143,678.00	-16,325.00	127,353.00
		206-000-361-4000	MISC. REVENUE	-123,679.00	-5,610.00	-129,289.00
		206-065-550-5509	EQUIPMENT & GROUNDS MAINT.	80,970.00	5,610.00	86,580.00
		350-000-363-1000	PENDLETON TRUST	-54,487.00	-5,455.00	-59,942.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	331,466.00	-21,670.00	309,796.00
		350-015-560-6408	IMPROVEMENTS	28,159.00	27,125.00	55,284.00
		405-026-530-3051	CONTRACT LABOR	0.00	10,000.00	10,000.00
		405-026-550-5678	HYDRANT MAINT & REPAIR	22,000.00	-10,000.00	12,000.00
		405-027-530-3033	UTILITIES	450,000.00	-5,200.00	444,800.00
		405-027-530-3050	SERV CNTRCTS & WATERTOWER	10,000.00	5,200.00	15,200.00
		405-049-550-5854	UNIFORMS	15,000.00	3,000.00	18,000.00
		405-049-550-5866	ROCK & GRAVEL	20,000.00	-3,000.00	17,000.00
		500-011-550-5509	OTHER EQUIP PARTS & MAINT	4,000.00	1,000.00	5,000.00
		500-011-550-5658	BUILDING & GROUNDS MAINTEN...	40,000.00	-1,000.00	39,000.00
24 Total:				3,286,097.00	0.00	3,286,097.00
Grand Total:				3,286,097.00	0.00	3,286,097.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:24 - FY 23/24 ORIGINAL BUDGET Fiscal: 2023-2024			
001	865,248.00	0.00	865,248.00
015	1,597,420.00	0.00	1,597,420.00
206	-42,709.00	0.00	-42,709.00
350	305,138.00	0.00	305,138.00
405	517,000.00	0.00	517,000.00
500	44,000.00	0.00	44,000.00
Budget Code 24 Total:	3,286,097.00	0.00	3,286,097.00
Grand Total:	3,286,097.00	0.00	3,286,097.00



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Service Agreement with Crawford & Associates, P. C. for Accounting and Consulting Services (C-2024-16)

Approval of Crawford & Associates, P.C., Service Agreement for FY2023-2024 Audit Preparation and FY 2024-2025 Consulting Services (C-2024-16)

Council Information / Action Requested

Approved a Letter of Service for FY 2024-2025 (C-2024-16)

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

ATTACHMENTS:

1. C-2024-16 Crawford and Associates



April 15, 2024

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

To the Honorable Mayor and Members of the City Council:

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

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

Scope of Services

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

Scope of Available Services

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

Initial Services Requested

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

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Durant, Oklahoma as of and for the year ended June 30, 2024. Such financial statements will include:

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

Crawford & Associates' Responsibilities

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

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

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

Management Responsibilities

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

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

e. To provide us with:

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

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

Other Requested and Available Services

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

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

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

Access to Working Papers and Reports

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

Fees and Costs

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

Standard Hourly Rates:

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

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For your purchase order preparation purposes, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$65,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2024 prior to the end of FY 2025, we may begin interim preparations in the spring of 2025 to facilitate a more timely issuance of FY 2025's financial statements.

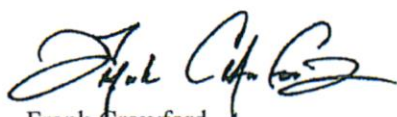
The term of this engagement is a period from July 1, 2024 through June 30, 2025. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Durant:

By: _____

Title: _____

Date: _____



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Recommendation to Appoint Scott DeWald to the Durant Industrial Authority Board

This is a designated seat on the Durant Industrial Authority Board (DIA) for a Chamber of Commerce representative. Scott DeWald would be replacing Mona Campbell.

Council Information / Action Requested

Approval of Mayoral Recommendation to Appoint Scott DeWald to the Durant Industrial Authority Board

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Recommendation of Two Nominees to Oklahoma Municipal Assurance Group Board of Trustees

There are two trustee seats to be filled. Each seat has a three-year term. The ballot and biographical sketches are attached.

Council Information / Action Requested

Approval of Mayoral Recommendation of Two Nominees to Oklahoma Municipal Assurance Group Board of Trustees

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

ATTACHMENTS:

1. OMAG Trustee Ballot and Biographical Sketches

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2024 Election of TWO Trustees For a three-year term starting July 1, 2024

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

- _____ Mike Bailey, City Manager, Bartlesville (Incumbent)
- _____ Craig Stephenson, City Manager, Ponca City (Incumbent)
- _____ Donalynn Blazek-Scherler, City Clerk, Lawton
- _____ Gary A. Jones, City Manager, Altus
- _____ Tammy Kretchmar, City Manager, Yukon
- _____ David M. Mason, Mayor, Enid
- _____ Cody Roe, City Manager, McLoud
- _____ Micheal Shannon, Interim City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Durant, OK

Signed: _____
Mayor

Attested: _____ Date: _____, 2024
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by the OMAG no later than *May 15, 2024*, by:

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

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 18 years. Mike is a licensed CPA who has worked with many local governments throughout his career. He has served on the OMAG Board since 2007 and is also on the boards of CMAO and OMSCC. (Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 37 years of municipal (government) experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. (Ponca City participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

DONALYNN BLAZEK-SCHERLER Donalynn is an excellent candidate to serve as a trustee for the Oklahoma Municipal Assurance Group (OMAG). She's an extremely dedicated and hard working employee who will no doubt be an asset to the board. Ms. Blazek-Scherler has been an exemplary employee for the City of Lawton for several years. (Lawton participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

GARY JONES City Manager Altus September 2019-present. Oklahoma State Auditor 2011-2019 where he received the 2016 "Sunshine Award" and was named an honorary Fire-Fighter and friend of retired Teachers. Comanche County Commissioner 1995-1999. Received the "Superior Achievement Award" from the Oklahoma Good Roads and Streets Association. BS Business Administration/Accounting-Cameron University. (Altus participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TAMMY KRETCHMAR Tammy Kretchmar, serving the City of Yukon since 1996, advanced to City Manager in 2021. She actively engages in professional associations like ICMA and CMAO. Tammy's exceptional leadership in Yukon has earned her the 2017 Don Rider Award and the 2022 Gerald Wilkins and Jeff Shockley Award. (Yukon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

DAVID MASON David has a BS degree in Education and a Master's Degree in Administration. He entered the insurance business in 2003 and quickly advanced to District Manager of 29 agencies. He later became VP/Director of Sales for a large Independent agency helping to increase sales \$100M over 5 years. (Enid participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

CODY ROE Currently serving as City Manager for the city of McLoud, Cody has over 14 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, a lifelong cowboy and team roper of the Oklahoma Panhandle has worked in municipal government over 45 years. During that time, he worked in the private sector managing a small communication company for 9 years, returning to municipal government as Interim City Manager for the City of Guymon. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)



The City of Durant

Memorandum

Date: 5/14/2024
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: 5/14/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Financial Statements March 2024 and Sales Tax Report April 2024

Attached Statements are:

March 2024
General Fund (001)
Capital Improvements Fund (015)
DCUA Fund (405)

AND

April 2024
Sales Tax Breakdown
1% Sales Tax 10-Year Sheet
1% Sales Tax Monthly Average

Council Information / Action Requested

Information Only

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

ATTACHMENTS:

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

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
MARCH 2024 - 75.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
Sales Tax (2%)	755,029	7,574,133	9,107,643	83.16%
Use Tax	173,008	2,288,320	2,036,880	112.34%
Alcoholic Beverage Tax	18,198	156,208	220,000	71.00%
Tobacco Excise Tax	9,477	103,888	170,000	61.11%
Telephone Franchise Tax	3	4,230	75,000	5.64%
Electric Service Franchise Tax	83,278	1,059,792	1,945,000	54.49%
Natural Gas Franchise Tax	7,390	47,643	512,000	9.31%
Cable TV Service Franchise Tax	-	43,482	150,000	28.99%
Vehicle Tax	11,256	100,352	135,000	74.33%
Gasoline Excise Tax	-	20,653	50,000	41.31%
Licenses - All Types	1,300	19,395	17,000	114.09%
Permits - All Types	7,158	275,845	346,000	79.72%
Swimming Pool Revenues	-	38,618	65,500	58.96%
Library Café Revenues	322	2,838	3,000	94.60%
Parks & Rec. Facility Rent Rev	-	285	-	0.00%
Charges For Services	8,824	69,994	34,000	205.87%
Police Bonds & Fines	78,032	535,869	581,400	92.17%
Interest Earnings	29,227	150,546	35,000	430.13%
Grant Revenues	1,748	57,922	101,146	57.27%
Miscellaneous Revenues	13,601	235,354	195,972	120.10%
Sub-Total Revenues	1,197,850	12,785,367	15,780,541	81.02%
Transfer from Emp Insurance	-	-	- %	
Transfer from Utility Authority	191,667	1,725,003	2,300,000	75.00%
	191,667	1,725,003	2,300,000	75.00%
USE OF FUND BALANCE		0	3,101,545	
Total Revenues & Other Financing Sources	1,389,517	14,510,370	21,182,086	68.50%
Department:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
City Administration	98,195	707,957	781,426	90.60%
City Clerk	10,635	67,201	102,086	65.83%
City Treasurer	39,828	288,607	406,007	71.08%
Legal Services - Attorney	-	71,453	130,000	54.96%
Law Enforcement - Police Dept	575,262	4,217,253	6,174,416	68.30%
Neighborhood Services	34,123	271,604	569,238	47.71%
Fire Dept	406,149	3,333,987	4,316,079	77.25%
Parks, Rec & General Services	74,922	604,657	956,891	63.19%
Swimming Pool	6,641	85,002	221,619	38.35%
Municipal Court	11,891	132,921	194,523	68.33%
Community Development	49,221	275,557	525,068	52.48%
Public Library	74,505	590,375	813,193	72.60%
Street Department	128,513	1,026,286	1,848,047	55.53%
Economic Development	11,508	108,888	192,197	56.65%
Civil Emergency Management	61,268	366,425	571,387	64.13%
General Government	50,841	507,691	1,147,352	44.25%
City Garage	29,045	205,776	335,336	61.36%
Senior Citizens Center	12,365	82,352	158,092	52.09%
Sub-Total Operating Expenditures	1,674,910	12,943,990	19,442,958	66.57%
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	299,997	400,000	75.00%
Transfer to DMSC Fund	-	-	200,000	0.00%
Transfer to Capital Impr. Fund	-	-	17,249	0.00%
Transfer to Cemetery Operations Fund	7,500	67,500	90,000	75.00%
Transfer to DCUA Fund	-	600,000	600,000	100.00%
Sub-Total Transfers Out	40,833	1,099,376	1,739,128	63.21%
Total Expenditures & Other Financing Sources	1,715,743	14,043,366	21,182,086	66.30%
Net Gain / (Loss) - Excluding Balance Forward	(326,227)	467,004	0	

***March 2024 HAD 3 PAYROLLS

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report MARCH 31, 2024

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget
Interest Earnings	2,076	20,767	-
Miscellaneous	69,298	82,914	69,298
CCPF Donation		158,800	300,000
FAA Grant	66,023	66,023	332,070
ODOT Streetscape V Grant	-	-	399,968
Private Donation	-	-	12,533
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	5,036	18,325
2021 ARPA Grant	-	-	-
OWBR Loan Proceeds	-	157,030	2,146,003
Grant-2019 BOR-WEEG	-	-	-
Grant-2018 BOR-SWEP	-	-	-
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	137,397	490,570	3,467,875
TRSF From General Fund	-	-	17,249
TRSF From 1% S.T. Rev. Fund	164,696	1,871,700	2,000,000
TRSF From Airport Authority	-	-	-
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	125,000	1,125,000	1,500,000
REIMB FROM CDBG	-	-	-
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	4,950,040	9,901,608
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Transfer from 2023 CWSRF 210-058	-	-	22,534,500
Equipment Financing	-	1,401,668	2,459,000
TRSF From DCFA Fund-Misc	-	-	-
Sub-Total Transfers In	289,696	9,348,407	51,083,157
Balance Forward from FY20 (Unaudited)			3,856,462
Total Revenue & Other Financing Sources	427,093	9,838,978	58,407,494

Expenditure Type:	This Period	Year-To-Date	Current FY23/24 Budget
Law Enforcement - Police Dept	178,443	219,733	289,523
Animal Control Facility	893	893	113,477
Neighborhood Services	-	3,324	8,950
Communication Ctr.	-	-	100,500
Fire Dept	-	872,978	980,031
Parks, Rec, & Gen Services	25,066	674,921	974,447
Pool	-	2,917	150,000
Community Development	-	-	25,000
Street	-	1,467,706	2,330,928
Economic Development	-	-	-
Civil Emergency Management	11,276	351,087	594,921
General Government	48,303	389,402	4,826,830
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	26,742	56,853	528,108
Wastewater Treatment Plant	-	-	263,192
Collection-Solid Waste	-	818,259	1,100,000
Lake Durant	203	28,227	35,000
Disposal- Solid Waste	-	489,328	1,041,740
Eaker Field Airport	3,563	93,198	1,504,169
Sub-Total Expenditures	294,490	6,059,379	17,775,670
Sub-total of Transfer Expenses	-	-	-
Total Expenses	294,490	6,059,379	17,775,670
2020 U.S.S.T.R.N. Exp.	-	1,295,122	6,026,952
2020 CWSRF Exp.	251,160	251,160	12,070,372
2023 CWSRF WWTP IMPV.2 EXO	-	-	22,534,500
Total Fund Expenditures	545,650	7,605,662	58,407,494
Net Gain / (Loss) - Excluding Balance Forward	(118,556)	2,233,316	-

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

Monthly Revenue and Expense Report
MARCH 2024 - 75.00% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Licenses and Permits	990	10,683	9,000
Laboratory Test Performed	1,300	15,262	20,000
Water Service - City-Wide	225,810	2,816,693	4,000,000
Water Sales - RW Dist. #2	3,034	27,302	37,000
Water Sales - RW Dist. #5	72,994	814,439	1,250,000
Sewer Service Fees	225,183	2,392,841	2,800,000
Sewer Excessive Strength Fees	1,100	25,124	-
Sanitation Service Fees	298,230	2,662,925	3,700,000
Sanitation - Roll off Bins Revenue	58,450	558,454	700,000
Sanitation - Compactor Revenue	50,443	440,096	500,000
Landfill Gate Fees (excluding Xfer ST.)	418	69,476	300,000
Transfer Station Fees Revenue	8,907	112,534	250,000
Interest Earnings	4,811	67,081	20,000
Agri. Lease Revenue	-	4,600	4,500
Late Payment Penalties	11,137	86,408	110,000
Non Payment Fee	4,798	94,995	155,000
Bad Debt Collect Fees Revenue	273	5,162	4,200
Water Tower Lease	(13,834)	35,932	120,000
DCUA Service Initiation Fee	2,640	25,330	27,000
Tap Fees: Water & Sewer	33,126	195,276	110,000
Recyclable Products SW Dis.	187	7,199	7,000
Interest Earnings in 2007 USSTRN Proj. Acct.	74	2,000	450
Miscellaneous Revenues	1,751	37,032	5,000
2020 Airport Tank Principal Pymt	-	21,357	21,357
2020 Airport Tank Interest Pymt	-	722	722
2020 LED Proj. Principal FM GF	-	51,877	51,747
2020 LED Proj. Interest FM GF	-	70	200
Trans from emp insurance 005	-	99,000	99,000
Trans from General Fund	-	600,000	600,000
Sub-Total Operating Revenues	991,821	11,279,868	14,902,176
USE OF FUND BALANCE			80,390
Total Revenues & Other Financing Sources	991,821	11,279,868	14,982,566

Expense Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Public Works Administration	22,759	174,469	256,790
Utility Billing	60,661	424,065	618,025
Water/Sewer Line Maintenance	101,325	842,774	1,193,673
Water Treatment Plant	113,197	1,029,162	1,933,338
Wastewater Treatment Plant	103,163	930,424	1,412,711
Solid Waste - Collections	115,054	899,310	1,305,924
Utility General Administration	8,944	345,073	1,849,828
Lake Durant	4,867	45,663	68,550
Solid Waste - Disposals	203,809	1,490,660	2,179,665
Sub-Total Operating Expenses	733,779	6,181,601	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	1,725,003	2,300,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	125,000	1,125,000	1,500,000
Transfer 2007 USSTRN To CI Fund 015	-	-	-
Transfer to DMSC Fund 500	-	-	-
Transfer to Airport Authority	13,375	120,375	160,500
Transfer to DCUA Sinking Fund	750	6,750	9,000
Sub-Total Transfer Expenses	330,792	3,171,690	4,164,062
Reserve - Contingency			-
Reserve for Payroll			-
DCUA Fund Expense & Transfer Totals:	330,792	3,171,690	4,164,062
Total Fund Expenses & Transfers	1,064,571	9,353,291	14,982,566
Net Gain / (Loss) - Excluding Balance Forward	(72,750)	1,926,578	-

***March 2024 HAD 3 PAYROLLS

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$380,312.93
2% General Operations-For General Operation	\$760,625.85
1/4% Economic Development- Fund 110 for Indurstry Improvment	\$95,078.23
1/4% Multi-Sports Facilities -For DMSC	\$95,078.23
1/4% SOSU Improvements-For SOSU Football Field & Arena	\$95,078.23
5/8% DISD Improvements - for High School	\$237,695.58
Total Sales Tax Rev. April 4-3/8%	\$1,663,869.05

\$522,930.27

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	419,238	-0.75%	Jan. / Feb.
March	\$265,962	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905	377,515	-1.15%	Feb. / March
April	\$271,232	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036	380,313	-6.34%	March / April
May	\$290,750	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741	446,047			April / 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	\$4,167,380		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	\$416,738		
% change from prior yr.	4.53%	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	1.27%		
\$ change from prior yr.	\$146,449	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	227,683	62,949		

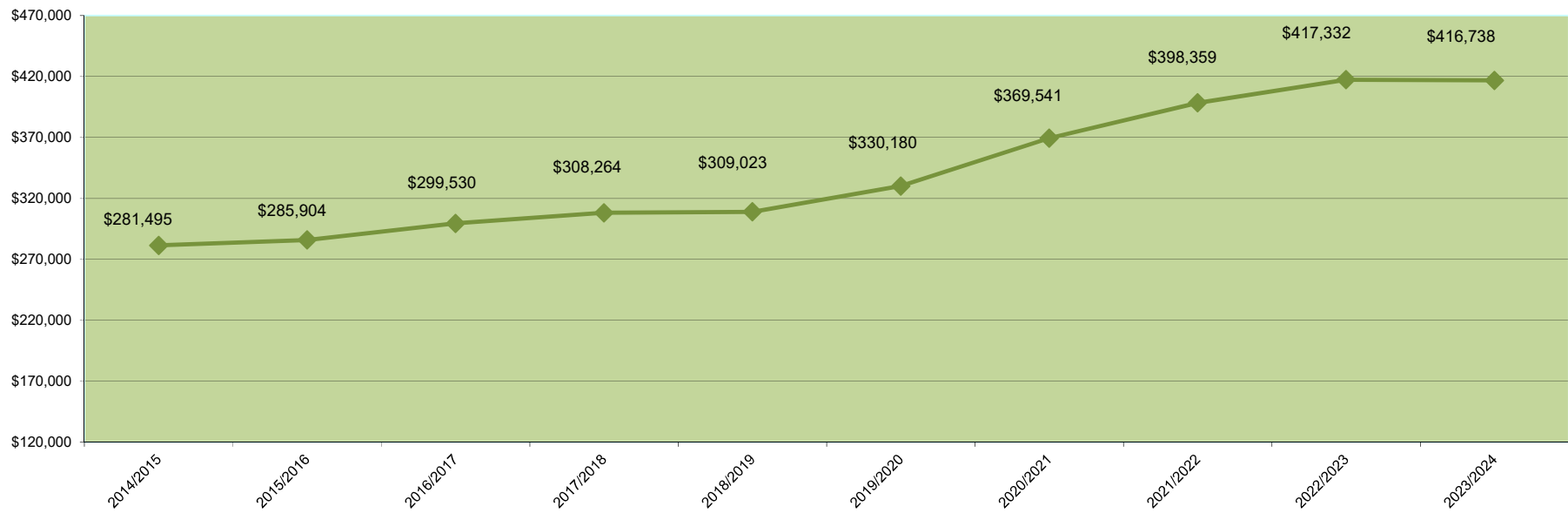
Current Month Sales Tax Revenue Detail	
1/4% Economic Development (effective)	\$95,078.23
1/4% Multi-Sports Facilities (effective)	\$95,078.23
1/4% SOSU Improvements (effective)	\$95,078.23
1% Capital Improvements (effective)	\$380,312.93
2% General Operations	\$760,625.85
5/8% DISD Improvements (effective)	\$237,695.58
Total Sales Tax Rev. April 2024 @	\$1,663,869.05
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax	
\$35,577.42	\$273,273.00

DISD Monthly

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$4,963,827	\$5,026,776	1.27%

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





The City of Durant

Memorandum

Date: 5/14/2024
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: 5/14/2024
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: 1. Consider Award of Bid for 2024 Street Improvement Project
2. Consider Approval of Contract C-2024-21 Between City of Durant and J & L Paving LLC for 2024 Street Improvement Project

This bid was advertised on the City of Durant website from April 2, 2024 through April 25, 2024. Four courtesy packets were sent out. One bid was received. Staff recommends this bid be award to J & L Paving LLC.

Council Information / Action Requested

1. Award of Bid for 2024 Street Improvement Project to J & L Paving in the Total Project Amount of \$456,089.20
2. Approval of Contract C-2024-21 Between City of Durant and J & L Pavings for 2024 Street Improvement Project

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

ATTACHMENTS:

1. Bid Tab Sheet
2. J and L Paving LLC Bid Form
3. C-2024-21 J and L Paving Construction Contract UNSIGNED

**City of Durant
Bid Tabulation Sheet**

Item: 2024 Street Improvement Project

Bid Deadline: April 25, 2024 @ 10:00am

BIDDER	BID AMOUNT
J & L Paving LLC 3737 Lamar Avenue, Ste. 700 Paris, TX 75460	<u>3" Asphalt Overlay After Compaction</u> University Boulevard Unit Rate \$80.14 Total \$211,569.60 ----- 49th Street Unit Rate: \$80.14 Total \$211,569.60
J & L Paving LLC 3737 Lamar Avenue, Ste. 700 Paris, TX 75460	<u>Valley Curb and Gutter</u> University Boulevard Unit Rate \$32.95 Total \$32,950.00 PROJECT TOTAL - \$456,089.20

IN ATTENDANCE:

Cynthia Price, City Clerk

STAFF RECOMMENDATION: _____

**CITY OF DURANT
2024 STREET IMPROVEMENTS PROJECT
BASE BID**

Description: 3" Asphalt overlay after compaction

<u>Location</u>	<u>Length</u>	<u>Unit Rate</u> <u>Bid</u>	<u>Total</u>
1. University Boulevard	2640	<u>\$80.14</u>	\$211,569.60
2. 49 th Street	2640	<u>\$80.14</u>	\$211,569.60

Description: Valley Curb and Gutter

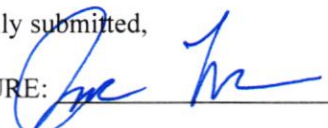
<u>Length</u>	<u>Bid</u>	
1. University Boulevard	1000ft	<u>\$32.95</u> \$32,950.00

Total Project Cost:

\$ 456,089.20

DATED THIS 24 DAY OF April 2024.

Respectfully submitted,

SIGNATURE:  TITLE: Project Manager

PRINTED NAME: Jackson Little COMPANY: J&L Paving LLC

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is dated this 14th day of May, 2024

CLIENT

City of Durant, Oklahoma, 300 W. Evergreen St., Durant, OK 74701
(the "Client")

CONTRACTOR

J & L Paving, LLC 3737 Lamar Ave., Paris, TX 75460
(the "Contractor")

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Mill and Overlay of 1mile of streets and 1000ft of valley curb for the amount of \$456,089.20 as set forth in attached bid documents, which are hereby incorporated by reference as part of the Contract and all terms applicable.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Contract prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

6. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in USD (US Dollars).

COMPENSATION

7. The Contractor will charge the Client a flat fee of \$456,089.20 for the Services (the "Compensation").
8. The Contractor will invoice the Client when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 60 days of receipt.
10. In the event that the Client terminates this Contract prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Contract.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not

generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
14. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

17. Upon the expiration or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
18. In the event that this Contract is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee.

The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Contract.

RIGHT OF SUBSTITUTION

20. Except as otherwise provided in this Contract, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

21. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

24. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

25. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

- City of Durant
300 W. Evergreen St., Durant, OK 74701
- J & L Paving, LLC
3737 Lamar Ave., Paris, TX 75460

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract. This indemnification will survive the termination of this Contract.

ADDITIONAL CLAUSE

27. Failure to complete project within ninety (90) days of beginning will obligate contractor to liquidated damages in the amount of \$1,200.00 per day.

MODIFICATION OF CONTRACT

28. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding

if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

29. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

32. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Contract will be governed by and construed in accordance with the laws of the State of Oklahoma.

SEVERABILITY

36. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

City of Durant

Per:

(Seal)

Officer's Name: _____

J & L Paving, LLC

Per:

(Seal)

Officer's Name: _____



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Offer from Oklahoma Department of Transportation In the Amount of \$18,280.00 to Purchase Property for Highway 78 Project and Take Possible Action

Council Information / Action Requested

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

ATTACHMENTS:

1. ODOT Property Offer



City of Durant, an Oklahoma municipal corporation

Project: 34384(05) STP-207B (119) RW, Bryan County, Parcel 11

A highway project has been planned for construction in your area. The project will require that the Oklahoma Department of Transportation purchase property which you own or in which you have an interest. Our agent will show you the plans on this project which will depict the area needed for right-of-way purposes. Also attached to this letter, you will find a form showing what is to be acquired, and what is not to be acquired. The agent presenting this letter will explain the project and its effect upon you and your property and is making an offer to buy right-of-way from you in the name of the State of Oklahoma. Our offer is as follows:

To buy land, the offer is \$18,280.00

Of the above amount, \$18,280.00 is for damages.

The above offer is the amount the Department arrived at after having your property appraised to find its fair market value and then considering damages, if any, which will result to the remaining land or to improvements. The agent making the offer is not authorized to change any of the amounts. If you do not wish to accept the offer, please read the brochure entitled "Property Rights" which describes condemnation proceedings and provides information about having the amount to be paid decided in a court of law.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way. In the event you have a commercial business located within the proposed right-of-way to be acquired, you may be entitled to certain relocation benefits such as moving, re-establishment and search expenses.

Your consideration of our offer to buy your property will be appreciated.

Sincerely,

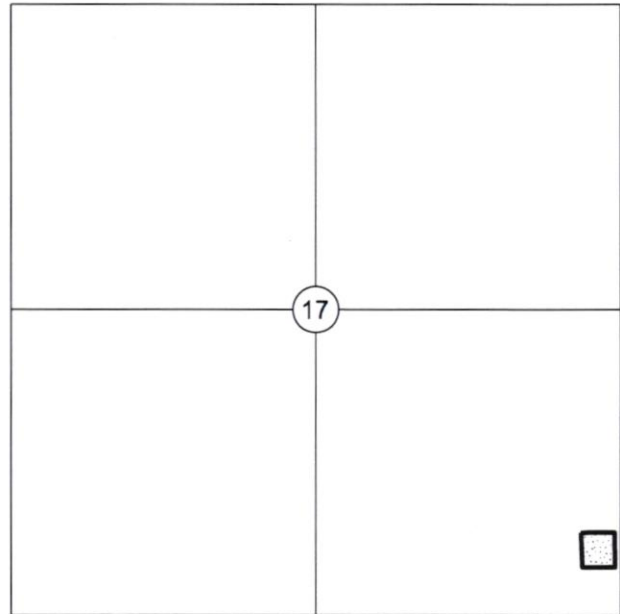
John E. Gallegos
Manager, Acquisition Branch-South

JEG/LS

Attachment

Verbal and Written Notice Given:

By: Marty Montague Date: 4/1/24



JOB 34384 PIECE 05
PARCEL NO. 11
BRYAN
PROJECT STP-207B(119)RW

TOTAL PROPERTY LEGAL DESCRIPTION :
Part of the SE 1/4

SEC. 17 T6S R9E

SCALE 1"= 1600'

BEFORE GROSS	85,619 SF	1.97 ACRES
EXISTING R/W	SF	ACRES
PERMANENT R/W	SF	ACRES
REM IN QTR	85,619 SF	1.97 ACRES
PERPETUAL EASEMENT (PUE)	5,911 SF	0.14 ACRES
TEMP R/W ()	SF	ACRES
TEMP R/W ()	SF	ACRES



SCALE 1"= 100'
APPRAISAL FORM 104 (REV. 02-17)

The Constitution of the United States and the Constitution of the State of Oklahoma ensure that private property shall not be taken or damaged for public use without just compensation.

It is with these provisions in mind that the Oklahoma Department of Transportation (ODOT) pursues the acquisition of right-of-way. This brochure provides the property owner(s)/authorized agent(s) with general information as to how this process works. A right-of-way agent will provide the property owner(s)/authorized agent(s) with additional specific information as it relates to the owner's legal and property rights.

APPRAISAL

Before the initiation of negotiations for the purchase of real property, an amount is established by ODOT which is reasonably believed to be just compensation for the value of the part taken and the damages to the remaining property, if any. In cases involving the purchase of real property by ODOT with a fair market value of \$10,000 or less, no approved appraisal report will be required. Generally, real property is first appraised by a State-licensed or certified appraiser, and the property owner(s), or their designated representative(s), are given the opportunity to accompany the appraiser during the physical inspection of the subject property. The completed appraisal report is then reviewed by a separate review appraiser to ensure accuracy, completion and the proper use and full compliance with recognized appraisal principles and standards. Finally, an authorized amount is established by ODOT based upon the appraisal review for presentation to the property owner(s)/designated representative(s).

NEGOTIATION

A right-of-way agent presents the property owner(s)/designated representative(s) with a written offer letter containing the amount established as just compensation for the subject property to be acquired with the amount for damages, if any, separately set out. The option to waive the appraisal process and donate the subject property to ODOT is available if the property owner(s)/designated representative(s) wish to do so. A right-of-way agent will present the property owner(s)/designated representative(s) with an available set of plans for the project and will explain how much property must be acquired and what effect the acquisition will have on the remainder of the property, if any. The right-of-way agent is not authorized to alter the amount established as just compensation. No current abstract of the subject property will be requested or required from the subject

property owner(s)/designated representative(s). The right-of-way agent will periodically request that the property owner(s) or their designated representative(s) confirm the current surface ownership of the property regarding individual owners of record, liens, mortgages and tenants, if any. If a current mortgage exist on any property acquired the right-of-way agent will request a mortgage release from the mortgage company. A mortgage release must be obtained to complete the acquisition process. The property owner(s)/designated representative(s) are encouraged to advise the right-of-way agent when and if any actual or pending surface title changes occur.

Upon written notice, property owners may elect to retain the ground water rights, if any, that are attached to the property to be acquired. If the property owner elects to retain the ground water rights, the acquisition will be for surface rights only and will exclude any ground water rights. A property owner that chooses to retain the ground water rights shall have no right to use or occupy the surface rights to the property nor will the property owner have any right to construct, maintain or operate any water well, drilling equipment or lines on or under the surface without the express written permission of the Oklahoma Department of Transportation.

ACCEPTANCE OF OFFER

If the property owner(s)/designated representative(s) agree to accept the offer presented, the right-of-way agent will prepare the deed(s) or easement(s), claim form(s) and other documentation necessary to transfer ownership of the subject property. No formal closing is required as the property owner(s)/designated representative(s) will simply be asked to execute and convey to the right-of-way agent the aforementioned documentation. After these documents have been properly executed, they will be forwarded to ODOT's Oklahoma City office for review, processing and the issuance of a State warrant (check). After the required processing period, normally 25 to 30 business days, the check will be mailed to the property owner(s)/designated representative(s). If there is a mortgage on the subject property, the check may take longer to be processed due to the mortgage holder agreeing to and executing a partial mortgage release or discharge of the mortgage. In the event the negotiation is contingent on the basis of the property owner(s)/designated representative(s) retaining and removing improvements from the right-of-way limits, a specific date will be established for the property owner(s)/designated representative(s) to remove the improvements. On projects where the lead time permits, the Department may be able to lease the improvement(s) to the property owner(s)/designated representative(s) on a month-to-month basis, until such time as the right-of-way must be cleared for utility relocations and/or construction.

EMINENT DOMAIN

Should the property owner(s)/designated representative(s) decline to accept ODOT's offer of compensation, or should the title to the subject property be defective, it will be necessary for ODOT to acquire property for public use upon the payment of just compensation. The legal process by which the power of eminent domain is exercised is known as "condemnation".

Condemnation proceedings are commenced by filing a Petition in the District Court for the county in which the subject property is located. The property owner(s) will be served with a copy of the Petition. The first step taken in the condemnation process is for a District Judge to appoint three unbiased, disinterested freeholders, or "commissioners", to decide the amount of compensation that they believe the property owner(s) should receive.

The commissioners will be appointed at a hearing which will be held at the county courthouse, and the property owner(s) will be provided written notice at least ten (10) days prior to the aforementioned hearing. By law, the District Judge has the authority to select all three commissioners, however, in some instances the District Judge may ask the affected parties for suggestions as to whom to appoint. The property owners have the right to attend the hearing, but are not required to do so.

Three court-appointed commissioners will then inspect the subject property and assess the amount of compensation they believe ODOT should pay. Compensation awarded by the commissioners (known as the commissioners' award) will include the value of the property actually acquired as well as damages, if any, by way of reduction in value to the remaining portion of the property not acquired.

Any special and direct benefits to the part of the property not acquired may be offset against any injury (damage) to the property not acquired. The commissioners will then file a written Report of Commissioners with the Court Clerk detailing their findings.

Subsequent to the filing of the Report of Commissioners, ODOT will deposit the amount awarded by the commissioners with the Court Clerk. State law provides that upon such deposit, ODOT acquires the right to take possession of the subject property. If the property owner(s) wishes to do so, an application may be made to the Court for disbursement of the commissioners' award to the owner(s) (or at least a portion of the award to which they are entitled). The withdrawal of the commissioners' award in no way affects the property owner(s) right to pursue further legal action as detailed below.

If either party believes there has been an error or omission in the Report of Commissioners, or if the property owner(s) wish to challenge ODOT's legal power to take possession of the subject property, a **written exception** to the Report of Commissioners must be filed within thirty (30) days of the filing of the Report of Commissioners. The written exception must be filed with the Court Clerk and the Court may then accept or reject the written exception. If the Court accepts the written exception, it may order a new appraisal. In that event, ODOT will have a continuing right of possession acquired via the first Report of Commissioners, unless and until the Court rules that ODOT does not have the power to condemn the subject property.

If either party desires to challenge only the amount awarded by the commissioners, it must do so by filing a Demand for Jury Trial with the Court Clerk within sixty (60) days of the filing of the Report of Commissioners.

In the event of a jury trial and a jury verdict which exceeds the amount awarded by the court-appointed commissioners, ODOT would then have to deposit an amount equal to the difference between the jury verdict and the commissioners' award with the Court Clerk. Similarly, should the jury verdict be for an amount less than the commissioners' award, the property owner(s) would be required to return that portion of the commissioners' award which exceeds the amount of the jury verdict. Should the amount of the jury's verdict exceed the amount of the commissioners' award by ten percent (10%) or more, then ODOT must reimburse the property owner(s) for their reasonable attorney, appraisal and engineering fees, that were incurred in connection with the condemnation proceedings. Either party may appeal the action taken by the District Court to the Oklahoma Supreme Court.

INCIDENTAL EXPENSES

A real property owner may qualify for the reimbursement of expenses incurred for items such as recording fees, transfer taxes and similar expense incidental to conveying such real property to ODOT. The extent of reimbursement must be incurred by the property owner(s) and shall be determined and pre-approved by ODOT. Penalties for prepayment of any existing recorded mortgages are also included. If the property owner(s) is/are refused an incidental expense payment or believes the payment offered is not adequate to cover incurred expenses, they have the right file a written appeal to:

Chairman, Board of Appeals
Oklahoma Department of Transportation, Office of the General Counsel
200 N.E. 21st Street, Oklahoma City, Oklahoma 73105

The appeal must be filed within sixty (60) days of the date ODOT assumes legal possession of the subject property being acquired. This appeal procedure is provided in relation to incidental expenses only. If the property owner(s) are not satisfied with the fair market value offer for the subject property, they can consult the right-of-way agent for information regarding their rights to court proceedings. The "fair market value offer" to buy is a separate offer and is not subject to review by the Board of Appeals.

If the property owner(s) wish to review the plans on the project, or if they decide to accept ODOT's offer after the right-of-way agent has completed their attempts to negotiate, they are asked to contact:

Oklahoma Department of Transportation
Right-of-Way and Utilities Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105
(405) 521-2651

It is the sincere desire and hope of the Oklahoma Department of Transportation (ODOT) to be fair and to successfully negotiate with each property owner. ODOT complies with Title VI of the Civil Rights Act of 1964, which requires that no person in the United States shall, on the basis of race, color, religion, sex, disability, age or national origin, be excluded from the participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which ODOT received Federal Financial Assistance.

If a property owner(s) believes that they have been discriminated against, they have the right to file a Title VI complaint with the Oklahoma Department of Transportation's Title VI Coordinator at (405) 521-3379 or email kfire@odot.org.

The Oklahoma Department of Transportation (ODOT) ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin, age, disability, retaliation or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by ODOT, its recipients, sub-recipients and contractors. To request an accommodation, please contact the ADA Coordinator at (405) 521-4140 or the Oklahoma Relay Service at 1 (800) 722-0353. For ADA or Title VJ questions, email ODOT-ada-tit/evi@odot.org.



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Consider Approval of Amendment to the City of Durant Employee Handbook to Include Hiring, Training, and Educational Reimbursements.

This amendment would allow the City of Durant to recoup hiring, training, and educational expenses if employees terminate employment before the completion of two (2) years. This policy will be in effect for hiring, training, or educational expenses incurred on or after 06/01/2024.

Council Information / Action Requested

Consider Approval of the Employee Handbook Amendment Provided for Hiring, Training, and Educational Reimbursements.

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

ATTACHMENTS:

1. 4.14 Hiring, Training, and Educational Reimbursement Agreement
2. Expense Reimbursement Agreement

4.14 HIRING, TRAINING, AND EDUCATIONAL REIMBURSEMENTS

The City of Durant recognizes the need for employees to attend trainings and obtain certifications to perform their duties efficiently and effectively. These trainings are an investment by the City of Durant in the employee themselves. Beginning 06/01/2024 and going forward, each employee who attends a training, course, class, or obtains a license at the expense of the City of Durant exceeding \$500.00 in actual cost or any employee who receives a tuition reimbursement will be required to sign a hiring/training expense reimbursement agreement to reimburse the City for the actual expenses incurred for the training of said employee.

- A. If the employee terminates his/her employment with the City of Durant before the end of the twelve (12) month period directly following the expense to the City, the total cost of the hiring/training expense will be due from the employee and owing to the City.
- B. If the employee terminates his/her employment with the City of Durant after the end of the twelve (12) month period but before reaching two years directly following the expense to the City, 50% of the total cost of the hiring and/or training expense will be due from the employee and owing to the City.
- C. If the employee is continually employed by the City of Durant for two (2) years or more after his/her initial date of employment or completion of the training, then the employee is no longer responsible for the cost.

The expenses covered by the hiring/training expense reimbursement agreement may be deducted and withheld from the employee's last paycheck and any check for accrued leave or another amounts. If the employee's last paycheck and/or other checks are not sufficient to cover the amounts due, the City of Durant may institute legal action to recover said amounts and recover all costs and/or attorney's fees incurred.



THE CITY OF DURANT

HIRING/TRAINING EXPENSE REIMBURSEMENT AGREEMENT

The undersigned Employee/Obligator does hereby acknowledge and agree that the City of Durant has incurred a hiring/training expense as contemplated by Section 4.14 of the City of Durant Employee Handbook and that such hiring/training expense is subject to reimbursement according to the terms and conditions of Section 4.14 of the City of Durant Employee Handbook. In the event the employee terminates his/her employment within the time periods set forth in said Section 4.14 of the City of Durant Employee Handbook that hiring/training expenses set forth herein may be deducted and withheld from the employee's last paycheck and any check for accrued leave or other amounts payable to the undersigned.

Type of Hiring/Training expense and amounts covered by this Agreement:

A. Training Expense	\$ _____	Date incurred: _____
B. Tuition Reimbursement	\$ _____	Date incurred: _____
C. Hiring Cost	\$ _____	Date incurred: _____
D. License Expense	\$ _____	Date incurred: _____
E. Other _____	\$ _____	Date incurred: _____
Total	\$ _____	

The City of Durant may request that a Hiring/Training Expense Reimbursement Agreement be executed before or after the Expense is incurred and an Employee/Obligor may have liability under multiple Hiring/Training Expense Reimbursement Agreement for separate obligations at any given time.

This Hiring/Training Expense Reimbursement Agreement shall be signed by the Employee or Obligor and returned to the Human Resources Department. Failure of the Employee or Obligor to sign and return to the Agreement shall not be a defense to the right of the City of Durant to deduct and withhold the amounts due under this Agreement from the last paycheck or any other check for accrued leave or other amounts due to the Employee or Obligor.

City of Durant:

Employee or Obligor:

Division/Department Head

Date: _____

Printed Name: _____

Received by HR/Payroll: _____

Date: _____

By: _____



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Consider Approval of Amendment to the City of Durant Employee Handbook to Include a Cell Phone Policy

This amendment will provide City employees with a standardized policy regarding cell phones. This policy is to identify the tiered stipend level based on business needs as well as identify parameters for city-issued cell phones.

Council Information / Action Requested

Consider approval of the employee handbook amendment provided for a cell phone policy.

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

ATTACHMENTS:

1. Cell Phone Policy - Appendix H

CELL PHONE POLICY

PURPOSE

The City of Durant issues city cell phones as well as provides the employee with the option of receiving a monthly stipend if the employee is approved to use their cell phone for city business purposes. This policy is to identify the tiered stipend level based on business need as well as identify parameters for city issued cell phones.

CELL PHONE QUALIFICATIONS

Some positions may require that an employee be readily available via cell phone throughout his or her work period or during non-work hours. A position qualifies for cell phone approval if one or more of the following criteria apply:

1. Field service or maintenance employees with the title of crew leader or higher who do not regularly work in an assigned office and who need to make or receive calls throughout the work day.
2. Refuse truck drivers who need to make or receive calls throughout the work day.
3. Employees who have an assigned office but who spend a significant amount of time away from that office and who need to make or receive calls during these periods.
4. Employees who receive notification from electronic equipment, update the City website and/or social media platforms, provide electronic notifications to the public, etc.
5. Employees who are required to be available outside of working hours including on-call work.

Special circumstances that deviate from this policy will be considered on a case-by-case basis by the supervisor and city manager.

DEPARTMENT RESPONSIBILITIES

Using the criteria listed under CELL PHONE QUALIFICATIONS, the department head will determine if an employee's job requires a cell phone.

A review of cell phone needs will be done on at least an annual basis, to determine if allowances should be changed, continued, discontinued, or if new allowances are needed.

Department heads are responsible for overseeing employee compliance with this policy and ensuring appropriate budgeting of related costs. Phone allowance forms shall be signed by the department head to notify payroll personnel of the need to initiate or

cease cell phone allowances, either due to starting an employee or removing an employee from such allowance.

A new Cell Phone Allowance Application with a current phone bill attached must be submitted to the payroll clerk annually for each employee.

Department heads shall be responsible to ensure all employees receive and sign a copy of this policy.

CITY ISSUED CELL PHONES

Cell phone use records of City issued cell phones may be a matter of public record under the Open Records Act and may be requested and/or published by the media or other individuals. Employees should also recognize that cellular transmissions are not secure; consequently, discretion should be used during cell phone calls especially those that involve any confidential information.

Employees shall generally not utilize City issued cell phones for personal calls or other purposes. Each incoming or outgoing call or text message either directly or indirectly creates expense to or involves the financial resources of the city. Personal calls shall be limited to work performance and job responsibilities. Employees may be required to reimburse the City for any personal calls/messages made on a City issued cell phone. Failure to reimburse the City within sixty (60) days of receipt of invoice may result in termination of cellular service and/or possible disciplinary action up to and including termination and/or other appropriate legal action.

City issued cell phones and equipment are the property of the City and must be turned in immediately upon termination of employment. Employees are responsible for the safekeeping of such equipment and may be charged for lost or damaged equipment depending on the circumstances involved in such situations.

Additional phone accessories must be approved by the supervisor prior to purchase. The City does not often provide or purchase car adapters.

CELL PHONE ALLOWANCE

Employees receiving a cell phone allowance are solely responsible for acquiring their choice of reliable cellular phone service as well as properly maintaining the phone in good working order at all times. Employees are also responsible for paying their cell phone bills in a timely manner to ensure continual cell phone service. The City will not reimburse or absorb any additional costs or charges beyond the specified allowance

approved by the department head. The cell phone allowance shall be reported as applicable for any related payroll tax liability.

Cell phone use records for City business on personal cell phones may be a matter of public record under the Open Records Act and may be requested and/or published by the media or other individuals. Employees should also recognize that cellular transmissions are not secure; consequently, discretion should be used during cell phone calls especially those that involve any confidential information.

Employees shall also provide notification if they cancel a cell phone and/or cell phone number (without similar replacement) for which an allowance is received and shall make their cell phone number available for City business purposes as well as comply with all provisions of this policy. The employee agrees that it may be necessary for their cell phone number to be given out to non-staff for reasonable business purposes. An employee who receives an allowance will be required to have the pertinent contact information (i.e., phone number) published or distributed for City purposes.

Cell phone allowance amounts are set by this policy based on the types of responsibilities and the frequency and duration of phone calls that are likely to occur within certain positions. The following rates shall be effective for employees unless a specific waiver is approved by the City Manager due to extenuating circumstances and based on the particular requirements of a specific position:

Level 1	\$25.00 per month
Level 2	\$50.00 per month

These rates are to cover any expenses related to the employee's cellular contract including equipment. No additional amount will be given over the allowance. The City will pay only the agreed upon cell phone allowance even if costs exceed the allowance.

The allowance is not considered part of base pay used for calculating percentage salary increases.

Once the employee accepts the first allowance toward their service plan, they are responsible if their phone is lost, damaged or stolen. The City bears no responsibility for any personal cell phone, device or service plan. The City will not reimburse or purchase new equipment.

Proof of continued service will be required annually. The employee is responsible for turning in a copy of the first page of their cell phone bill (showing phone number).

If, prior to the end of the cell phone contract, there is a need to end or change the contract, the employee will bear the cost of any fees associated.

An employee leaving the City's employment will not receive a cell phone allowance on their final payroll.

CELL PHONE USAGE

Employees should be aware of the hazard related to the use of cell phones while driving or operating machinery/equipment. Employees are responsible for the control of their vehicle/equipment at all times, and using a cell phone may contribute to an accident or injury. The employee's primary focus should be on operating the vehicle/equipment.

Therefore, employees will refrain from cell phone usage (or other forms of multi-tasking) when operating a City owned vehicle/equipment. If an employee operating a City vehicle/equipment is involved in an accident and use of the cell phone (or other multi-tasking) contributed to the accident, the employee will be subject to a disciplinary action review, up to and including dismissal.

Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance or the use of a City-issued cell phone.

METHOD OF RECEIPT OF STIPEND

Stipend shall be included on the employee's paycheck for the first pay-period of each month.

CELL PHONE ALLOWANCE AGREEMENT

I have read the City of Durant Cell Phone Policy and I understand the employee responsibilities as outlined.

I certify that the allowance received will be used toward expenses incurred for a cell phone to be used in the performance of my City of Durant job responsibilities.

I am fully responsible for the payment of any expenses related to the owning and service of the cell phone.

I will provide the City the phone number within 5 days of activation and will be available for calls (in possession of the phone and have it turned on) during those times specified by management.

I agree to the release and publication of my phone number, within reason, to staff and business associates.

I will select a cell phone carrier whose service meets the requirements of the job responsibilities as determined by my supervisor.

I understand that cell phone use records for City business on personal cell phones may be a matter of public record under the Open Records Act and may be requested and/or published by the media or other individuals.

I further certify that I will maintain cellular phone service while I am receiving the cell phone allowance.

I will inform the City to discontinue the allowance when the eligibility criteria are no longer met or when the cell service is cancelled. If such notification is not submitted within 30 days of no longer meeting criteria or service cancellation, I will repay any allowance received in that time frame.

At the end of my employment with the City, I will be responsible for the contractual obligations of the cell phone plan and there will not be an allowance on the final payroll I receive.

Employee Signature Date: _____

Supervisor Signature Date: _____

City Manager Signature Date: _____

Allowance Effective Date: _____

Stipend Level: _____

CELL PHONE ALLOWANCE CANCELLATION FORM

Effective Date: _____ Employee Cell #: _____

Employee Name: _____ Employee ID#: _____

Job Title: _____ Department: _____

Reason for cancellation:

Supervisor Signature: _____ Date: _____

City Manager Signature: _____ Date: _____

Payroll Entries Made and Date: _____

CELLULAR TELEPHONE POLICY FOR CITY-ISSUED PHONES

The City of Durant may provide a City issued phone to an employee for work-related communications.

The City issued phone should be used for voice calls and text messages and/or data. The sending of pictures, multimedia messaging or web browsing is NOT authorized unless specified below.

Each incoming or outgoing call or text message either directly or indirectly creates expense to or involves the financial resources of the city. Personal calls and texts shall be limited. Employees may be required to reimburse the City for any personal calls/messages/data usage made on a City issued phone. Failure to reimburse the City within sixty (60) days of receipt of invoice may result in termination of cellular service and/or possible disciplinary action up to and including termination and/or other appropriate legal action.

It is the responsibility of the employee to immediately notify their supervisor if the phone is lost, stolen or damaged in any way. Employees are responsible for the safekeeping of such equipment and may be charged for lost or damaged equipment depending on the circumstances involved in such situations.

City issued phone and equipment are the property of the City and must be turned in immediately upon termination of employment.

I understand this policy and agree to abide by it.

Employee's Signature

Date

Supervisor's Signature

Date

Supervisor chooses service provided, one in each row:

Equipment provided:



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Tiffany Steele, Assistant Grants Coordinator
Re: Discussion, Consideration and Possible Action for Approval of Resolution R-2024-07 Authorizing City Manager to Represent the City as an Authorized Representative for Grant Related Matters.

Resolution to authorize the City Manager to represent the City as an Authorized Representative for grant-related matters in various software systems, including ODOC's OKGrants.

Council Information / Action Requested

Approve Resolution R-2024-07 Authorizing City Manager to Represent the City as an Authorized Representative for Grant Related Matters.

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

The Grants Department will work with the various Grant Agencies to add the City Manager as an Authorized Representative to each Grant System.

ATTACHMENTS:

1. Resolution R-2024-07 CM Authorized Rep

RESOLUTION NO. R-2024-07

A RESOLUTION FOR AUTHORIZATION

FOR CITY MANAGER TO REPRESENT THE CITY OF DURANT AS AN
AUTHORIZED OFFICIAL RELATED TO GRANT MATTERS

The City of Durant is an active grant recipient of current grant awards and a future applicant for potential grant projects, from various grant agencies.

WHEREAS, grant applications and project administration require eligible authorized representatives for different stages of the grant process; and

WHEREAS, to accommodate the immediate need for maintaining existing grants and future applications, an Authorized Official must be identified; and

WHEREAS, Oklahoma Department of Commerce require Authorized Officials to be registered through the OKGrants software system to be available for certain approvals related to grant awards, management and closeouts; and

WHEREAS, the City of Durant has identified the City Manager through this Resolution to represent the City in an Authorized Official capacity for grant projects; and

NOW THEREFORE, BE IT RESOLVED, the Durant City Council supports the necessity for the City Manager to represent the City in grant related matters, and to be a registered as an Authorized Official in OKGrants or other grant systems.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma this May 14, 2024 at a regularly scheduled meeting of the governing body, in compliance with the Opening Meeting Act, 25 O.S. 301 et seq.

Martin Tucker, Mayor

ATTEST:

Cynthia Price, City Clerk



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Tiffany Steele, Assistant Grants Coordinator
Re: The US Department of Transportation (DOT) 2024 Safe Streets and Roads For All (SS4A) Grant Program Funding Request to Develop a Comprehensive Safety Action Plan to Identify Roadway and Safety Deficiencies, Including all Necessary Items to Improve Safe Transportation Throughout Durant, with the Intent to Prevent Deaths and Serious Injuries on Roads and Streets Involving all Roadway Users.
 1. Discussion, Consideration, and Possible Action to Consider Approval and Support of a 2024 Safe Streets and Roads for All (SS4A) Grant Application for Funding to Develop a Comprehensive Safety Action Plan.
 2. Discussion, Consideration, and Possible Action to Consider Approval of Resolution R-2024-08 in Support of the Grant Application to Develop a Comprehensive Safety Action Plan and Commitment for the Required 20% Project Match.
 3. Authorization for the Mayor / Vice-Mayor / City Manager to Sign all Related Application Documents for the 2024 Safe Streets and Roads for All (SS4A) Grant Submission.

The US Department of Transportation 2024 Safe Streets and Roads for All (SS4A) Grant Program has two funding sources: Planning (and Demonstration) and Implementation (Infrastructure) Grants. An approved Comprehensive Safety Action Plan, within the last 5 years, is required before demonstration or implementation funds can be requested in future grant cycles and could benefit other potential grant applications.

If awarded, the City would conduct a procurement process to contract a professional engineer consultant to work with staff and conduct community engagement to develop the Comprehensive Safety Action Plan.

Scope: Comprehensive Safety Action Plan to identify existing roadway and safety deficiencies in the community to prevent death and serious injury on roads and streets involving all roadway users.

City Council approved the application submission for the previous grant cycle, "2023 SAFE Streets and Roads For All" as well as the resolution for the 20% city match (R-2023-12) during the June 2023 City Council meeting. It was recently discovered that the 2023 application was not submitted, so current documentation is required to proceed with the 2024 application. An updated Civil Planning Proposal was received on April 4, 2024, for the same cost, \$255,150.00, so the 20% match commitment (\$51,030) will not increase.

The final grant application deadline is August 29, 2024.

Council Information / Action Requested

1. Approve and Support of a 2024 Safe Streets and Roads for All (SS4A) Grant Application for Funding to Develop a Comprehensive Safety Action Plan.
2. Approve Resolution R-2024-08 in Support of the Grant Application to Develop a Comprehensive Safety Action Plan and Commitment for the Required 20% Project Match.
3. Authorize the Mayor / Vice-Mayor / City Manager to Sign all Related Application Documents for the 2024 Safe Streets and Roads for All (SS4A) Grant Submission.

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

Grants Department will complete and submit the grant application by the August 29, 2024 deadline.

ATTACHMENTS:

1. R-2024-08 Safe Streets and Roads for All Grant Application and Match Commitment
2. Durant Safe Streets Grant City Wide Planning - Civil Planning Proposal from wsb, 04-05-24

RESOLUTION NO. R-2024-08
A RESOLUTION OF SUPPORT
US DEPARTMENT OF TRANSPORTATION
2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

The City of Durant has determined the vital need to develop a Comprehensive Safety Action Plan to identify safety deficiencies throughout all streets and roadways within the entire city limits, including all necessary items to improve safe transportation throughout Durant – with intent to eliminate fatalities and prevent injuries involving all roadway users.

WHEREAS, the City of Durant will pursue a 2024 Safe Streets and Roads for All (SS4A) Grant through US Department of Transportation for necessary funding to develop a Comprehensive Safety Action Plan; and

WHEREAS, the planning process for a Comprehensive Safety Action Plan will identify streets and roadway safety deficiencies, with priorities, to include, but not limited to: all necessary items to create safe transportation throughout Durant, such as improved streets, curb / gutter, drainage, sidewalks, signalization, signage, lighting, crosswalks, and local safety campaign initiatives; and

WHEREAS, the ultimate goal of the Comprehensive Safety Action Plan is to incorporate the priorities and results across all aspects of the City with efforts to eliminate fatalities and prevent injuries; and

WHEREAS, an estimate received from a local engineer includes the overview process to complete the Comprehensive Safety Action Plan in the amount of \$255,150.

WHEREAS, the 2024 Safe Streets and Roads for All (SS4A) Grant Program requires a minimum of a 20% match to support the grant project; and

WHEREAS, the City of Durant has identified the match funding and commits \$ 51,030 through this Resolution to ensure a successful project; and

NOW THEREFORE, BE IT RESOLVED, the Durant City Council supports the submission of the 2024 Safe Streets and Roads for All (SS4A) grant application and match commitment to create a Comprehensive Safety Action Plan.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant, Oklahoma this May 14, 2024 at a regularly scheduled meeting of the governing body, in compliance with the Opening Meeting Act, 25 O.S. 301 et seq.

Martin Tucker, Mayor

ATTEST:

Cynthia Price, City Clerk

April 5, 2024

Martin Tucker
City of Durant - Mayor
300 West Evergreen
Durant, OK 74701

Re: DURANT – USDOT FY24 SAFE STREETS & ROADS FOR ALL – CIVIL PLANNING
PROPOSAL

Dear Mr. Tucker:

Please accept this proposal for civil planning services to support the Safe Streets and Roads For All grant application for the City of Durant, Oklahoma.

PLAN DESCRIPTION

The purpose of the 2023 US DOT Safe Streets and Roads for All grant is to develop a City-Wide Action Plan to address safety needs of the community with respect to the traveling public, including vehicular, bicycle, and pedestrian accommodations. We understand that the City is seeking professional civil engineering and planning services described in this proposal to complete an evaluation of existing infrastructure and to develop the Action Plan.

Anticipate services include attending meetings with City staff and community stakeholders, conducting community engagement activities, assessing existing infrastructure to identify safety deficiencies, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users. The civil planning services described in this proposal are anticipated for the grant application City-Wide Safety Action Plan.

SCOPE OF ENGINEERING SERVICES

Research & Field Reconnaissance

An Engineer will perform research and site visits to include:

- Review information provided by the Client and applicable standards for development.
- Visually inspect existing streets and roadway infrastructure.
- Review available historical roadway fatality and serious injury data.
- Determine applicable codes and ordinances for street safety.
- Conference calls to discuss the key planning elements with City Staff.
- Review existing site conditions, identify any potential hazards.
- Attend public meetings with community groups for feedback.

Stake Holders Meetings

This phase will include meetings with City Departments including police, fire, public safety, and community development. The City will coordinate staff meetings, to discuss any known safety concerns and review applicable regulations and implementation as required to ensure future development and construction is performed in a manner that promotes public safety. The engineer will attend and assist in public meetings the city coordinates for community engagement and feedback.

Deliverables

WSB will provide the following documentation to the City for consideration and implementation:

- Sidewalk Inventory
- Traffic Signal Inventory
- Roadway Inventory
- Summary of Recommendations for Safety Improvements
- Cost Estimates
- Project Prioritization Recommendations
- Map of Priority Projects
- Final Action Plan Report

Documentation will be provided in a comprehensive action plan to address the identified needs and priorities of the City's infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all road

City-Wide Plan to Identify Roadway & Safety Deficiencies

Objective #	Objective	Notes/Additional Details	Fee
1	Establish Safety Criteria	Identify criteria for safety improvements	\$ 13,905.00
2	City-Wide Roadway/ Drainage Assessment	Inventory and initial evaluation of existing infrastructure	\$ 32,130.00
3	City-Wide Sidewalk Assessment	Inventory and initial evaluation of existing infrastructure	\$ 15,660.00
4	City-Wide Signal Assessment	Inventory and initial evaluation of existing infrastructure	\$ 12,420.00
5	Engagement & Collaboration	Meeting with City Staff, Public, and Stakeholders.	\$ 28,080.00
6	Equity Considerations	Quantity and Cost Opinions	\$ 11,880.00
7	Evaluation of Policies & Progress	Overview and Recommendations with city staff	\$ 14,580.00
8	Roadway Drainage Improvement Outline	Assigning labels to improvement work (overlay, widening, reconstruction, etc.)	\$ 14,445.00
9	Sidewalk Improvement Outline	Assigning labels to improvement work (needs sidewalk, rehab, etc.)	\$ 12,285.00
10	Intersection Improvement Outline	Assigning labels to improvement work (signal needs, signal reprogramming, etc.)	\$ 10,935.00
11	Prioritization	Ranking priorities of improvements	\$ 27,945.00
12	Creating Exhibits for Plan	Mapping and typical details	\$ 25,245.00
13	Final Written Report	Include Charts, photos, and writeups.	\$ 21,195.00
14	Action Plan Finalization	Documentation processing, production, and submission.	\$ 14,445.00
TOTAL			\$ 255,150.00

Sincerely,

WSB

Raunel Ortiz, P.E.
Project Engineer
OK CA# 9057
EXP: 06-30-2025





The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Approval of Amendments to City Code Section 158 Sign Regulations Sub Section 158.06 Temporary Signs and Sub Section 158.07 Permanent Signs

Council Information / Action Requested

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

ATTACHMENTS:

1. CC 2024 Sign Code EDIT 5 14 2024

Date: 5/14/2024
To: Mayor Tucker & City Council
Case: CC 2024-05
From: Reed Aichholz, Community Development Director
Re: Consider the Approval of an Edit to the Existing Sign Code Ordinance (pasted below)

Note: Planning Commission made no major comments about the changes and unanimously approved. This addresses the issue that citizens and Code Enforcement has had regarding temporary and permanent definitions.

(Yellow= changes) (Green=additions) (Red= deletions)

CHAPTER 158: SIGN REGULATIONS

Section

158.01 Purpose

158.02 Applicability

158.03 Binding effect

158.04 Definitions

158.05 Sign standards by zoning district

158.06 Temporary Signs

158.07 Permanent Signs

158.08 Nonconforming signs

158.09 General provisions for on-site signs

158.10 Standards for specific types of signs

158.11 Signs within the Highway Overlay District

158.12 Prohibited signs

158.13 Sign permits

158.14 Sign permits: initial and continuing; lapse of sign permit; and assignment of sign permit

158.15 Inspections

158.16 Exemptions from sign permit requirements

158.17 Comprehensive sign program

158.18 Abandoned signs

158.19 Illegal signs

158.20 Violations, enforcement, and remedies

158.21 Tables

§ 158.01 PURPOSE.

This chapter provides standards for on-site and off-site signs to safeguard life, health, property, safety, and public welfare, while encouraging creativity, variety, and compatibility, and enhancement of the city's image. The provisions of this chapter are intended to:

(A) Encourage signs that are responsive to the aesthetics and character of their particular location, adjacent buildings and uses, and the surrounding neighborhood. Signs should be compatible and integrated with the building's architectural design; and

(B) Recognize that signs are a necessary form of communication, and provide flexibility within the sign review/approval process to allow for unique circumstances and creativity.

(Prior Code, § 159.01) (Ord. 1870, passed 12-11-2018; Ord. O-2021-04, passed 2-9-2021)

§ 158.02 APPLICABILITY.

(A) Sign permits required. To ensure compliance with the regulations of this chapter, a sign permit shall be required in order to apply, erect, move, alter, reconstruct, or repair any permanent or temporary sign, except signs that are exempt from permits.

(B) Sign standards. The sign standards provided in this chapter are intended to apply to signs in each zoning district in the city. Only signs authorized by this chapter shall be allowed.

(C) Design guidelines. The city's sign design guidelines will be used in the evaluation of sign permit applications to ensure that signs are well designed, compatible with their surroundings, and do not detract from the overall visual quality of the city.

(Prior Code, § 159.02) (Ord. 1870, passed 12-11-2018; Ord. O-2021-04, passed 2-9-2021)

§ 158.03 BINDING EFFECT.

After approval of a comprehensive or lot signage plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan. In case of any conflict between the provisions of such a plan and any other provision of this chapter, this chapter shall control.

(Prior Code, § 159.03) (Ord. 1870, passed 12-11-2018; Ord. O-2021-04, passed 2-9-2021)

§ 158.04 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED SIGN. Any sign that advertises a business, lessor, owner, product, service, or activity that is no longer located on the premises where the sign is displayed.

ALTERATION. Any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

ANIMATED OR MOVING SIGN. A sign that uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

AREA OF A SIGN. See SIGN AREA.

AWNING SIGN. Any sign copy or logo attached to or painted on an awning.

AWNINGS and CANOPIES. Roof-like covers that project from the wall of a building for the purpose of shielding a doorway or window from the elements.

BANDIT SIGNS.

BANNER, FLAG, or PENNANT. Any cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to any structure, staff, pole, line, framing, or vehicle, not including official flags of the United States, the State of Oklahoma, and other states of the nation, counties, municipalities, official flags of foreign nations, and nationally or internationally recognized organizations.

BILLBOARD. A sign that identifies or communicates a commercial or noncommercial message related to an activity conducted, a service rendered, or a commodity sold at a location other than where the sign is located.

BLADE/BRACKET SIGN. A small, pedestrian-oriented sign (for example, less than four square feet), that projects perpendicular from a structure (BRACKET SIGN) or is hung beneath a canopy (BLADE SIGN).

BUILDING FRONTAGE. The building elevation that fronts on a public street where customer access to the building is available.

BUSINESS FRONTAGE. The portion of a building frontage occupied by a single tenant space having a public entrance within the building frontage. For businesses located on the interior of a building without building frontage, the building elevation providing customer access shall be considered the BUSINESS FRONTAGE.

BUSINESS IDENTIFICATION SIGN. A sign that serves to identify only the name, address, and lawful use of the premises upon which it is located and provides no other advertisements or product identification.

CANOPIES. See AWNINGS and CANOPIES.

CHANGEABLE COPY SIGN. A sign designed to allow changing of copy manually.

CHANNEL LETTERS. Three-dimensional individually cut letters or figures, illuminated or un-illuminated, affixed to a structure.

CIVIC EVENT SIGN. A temporary sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency, school, church, civic-fraternal organization, or similar noncommercial organization.

CONTRACTOR OR CONSTRUCTION SIGN. A sign that states the name of the developer and contractor(s) working on the site and any related engineering, architectural, or financial firms involved with the project.

CONVENIENCE SIGN. A sign that conveys information (for example, restrooms, no parking, and entrance) or minor business identification for directional purposes, and is designed to be viewed by pedestrians and/or motorists.

COPY. Words, letters, numbers, figures, designs, or other symbolic representations incorporated into a sign.

DIRECTIONAL SIGN. Any sign that is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

DIRECTORY SIGN. A sign listing the tenants of a multiple-tenant structure or center.

DOUBLE-FACED SIGN. A sign constructed to display its message on the outer surfaces of two identical and opposite parallel planes.

ELECTRONIC READER BOARD SIGN or ELECTRONIC GRAPHICS SIGN. A sign with a fixed or changing display/message, composed of a series of lights that may be changed through electronic means.

EXTERNAL ILLUMINATION. The lighting of an object from a light source located a distance from the object.

FLASHING SIGN. A sign that contains an intermittent or sequential flashing light source.

FREESTANDING BRACKET SIGN. A small pedestrian-oriented sign mounted on the ground using one or more posts, or having a solid monument-type base.

GRAND OPENING. A promotional activity, not exceeding 30 calendar days, used by newly established businesses within two months after initial occupancy, to inform the public of their location and services available to the community. GRAND OPENING does not mean an annual or occasional promotion by a business.

HEIGHT OF SIGN. The vertical distance from the uppermost point used in measuring the area of a sign to the average grade immediately below and adjoining the sign.

ILLEGAL SIGN. Any of the following:

(1) A sign erected without first obtaining a permit and complying with all regulations in effect at the time of its construction or use;

(2) A sign that was legally erected but whose use has ceased because the business it identifies is no longer conducted on the premises;

(3) A nonconforming sign for which the amortization period has expired;

(4) A sign that was legally erected which later became nonconforming and then was damaged to the extent of 50% or more of its current replacement value;

(5) A sign that is a danger to the public or is unsafe; or

(6) A sign that pertains to a specific event that has not been removed within five days after the occurrence of the event.

INFLATABLE DEVICE. An object that is blown up with air or gas.

INTERNALLY ILLUMINATED SIGN. A sign whose light source is located in the interior of the sign so that the rays go through the face of the sign, or light source which is attached to the face of the sign and is perceived as a design element of the sign.

MONUMENT SIGN. Permanent sign where the entire bottom of the sign is affixed to the ground, not to a building.

MULTIPLE-TENANT BUILDING. A development consisting of two or more separate uses or tenancies that share either the same parcel or structure and use common access and parking facilities.

MURAL. A painting or other work of art executed directly on a wall.

NEON SIGN. Glass tube lighting in which a gas and phosphors are used in combination to create a colored light.

NONCONFORMING SIGN. An advertising structure or sign which was lawfully erected and maintained prior to the adoption of the city's Zoning Code, and which has subsequently come under the requirements of the city's Zoning Code, but does not now completely comply.

OFF-SITE SIGN. Any sign which advertises or directs attention to a business, commodity, service, or activity conducted, sold, or offered elsewhere than on the same lot or within the same building upon which such sign is located. All OFF-SITE SIGNS shall conform to the rules and regulation established by the state for outdoor advertising signs.

ON-SITE SIGN. Any sign used for identifying a use, facility, service, or product that is located, sold, or manufactured on the same premises.

PERMANENT SIGN. Any sign which is not a temporary sign as defined herein. A sign intended to be erected and used or in fact which is used for a time period in excess of 6 months. (See section___ for more details)

POLE SIGN. A sign mounted on a freestanding pole or other support so that the bottom edge of the sign face is six feet or more above finished grade.

POLITICAL SIGN. A sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election, or a sign expressing political, religious, or other ideological sentiment that does not advertise a product or service.

PORTABLE SIGN. A sign that is not affixed to a structure or the ground (for example, A-frame or sandwich-board signs).

PROJECTING SIGN. A sign that protrudes in a V-shape from the top of the ground floor over the sidewalk, like a traditional theater marquee.

PROMOTIONAL SIGN. A sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale.

PROPERTY FRONTAGE. The side of a parcel or development site abutting on a public street.

REAL ESTATE SIGN. A sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

ROOF SIGN. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support, and which projects above the highest point of a building with a flat roof, the eave line of a building with gambrel, gable, or hip roof, or the deck line of a building with a mansard roof.

SIGN. An object, device display, or structure, or part thereof, situated outdoors or indoors, which is used to identify, display, or direct or attract attention to an object, person, institution, organization, business, product, service, event, or location, by any means, including words, letters, figures, design symbols, fixtures, colors, illumination, or projected image.

SIGN AREA. The entire area within a perimeter defined by a continuous line composed of right angles which enclose the extreme limits of lettering, logo, trademark, or other graphic representation, together with any frame or structural trim forming an integral part of the display used to differentiate the sign from the background against which it is placed.

SPECIAL EVENT SIGN/BANNER. A temporary sign or banner that is intended to inform the public of a unique happening, action, purpose, or occasion (for example, grand opening or community event).

TEMPORARY SIGN. Any sign or advertising device constructed of cloth, canvas, light fabric, portable cardboard, wood, wallboard, metal, or other light materials, with or without frames, which is intended to be displayed for a 6-month period only and which is portable. (See Section ____ for more details)

THREE-DIMENSIONAL SIGNS. Signs that have a depth or relief on their surface greater than six inches.

TIME AND/OR TEMPERATURE SIGN. Signs that accurately display the current local time and/or temperature, usually through arrays of small electric lights. No commercial advertising or other message is allowed.

VEHICLE SIGN. A sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

WALL SIGN. A sign that is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

(Prior Code, § 159.04) (Ord. 1870, passed 12-11-2018; Ord. O-2021-04, passed 2-9-2021)

§ 158.05 SIGN STANDARDS BY ZONING DISTRICT.

Table 1-1 Sign Standards for Residential Zoning Districts

Table 1-2

(Prior Code, § 159.05) (Ord. 1870, passed 12-11-2018; Ord. O-2021-04, passed 2-9-2021)

158.06 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.

158.07 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 the 2018 IFC 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 CBD
- (9) 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.
- (10) Billboards. Billboards are prohibited as off-premise signs.
- (11) 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.



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Approval for Amendments to City Code Section 155
Community General Sub Section 155.065 Lots & 156 Zoning Code Sub Section 156.035 District
Regulations Chart

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Lot Edit 5 14 24
2. District Regulation Edit 5 14 2024



THE CITY OF DURANT

Office of Community Development

Date: 5/14/2024
To: Mayor Tucker & City Council
From: Reed Aichholz, Community Development Director
Re: Lot Language Updates

Consider an approval for edits to lot code (155.065 & District Regulations-156.035)

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

* Do Not Hyperlink

§ 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.

Zoning Districts	Lot Area Min.	Lot Width at Front Building Line (A)	Building Coverage (%)	Impervious 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'	30% incl. acc. bldg.		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' ht.	15'	20'	35'
C-2 Highway Commercial & Comm. Recreation	10,000 sq. ft.	100'	70% 40%		25'	1'1' ht.	10'	15'	20'	45'
C-3 General Commercial	8,000 sq. ft.	80'	None 40%		25'	1'1' ht.	10'	15'	20'	35'
Central Business (CBD)	None	None	None		None	1'1' ht.	None	None	None	None

Zoning Districts	Lot Area Min.	Lot Width at Front Building Line (A)	Building Coverage (%)	Impervious Coverage (%)	Front (B)	Yards Min. Setback Side Interior		Exterior	Rear	Height Max.
						Adj. Res. District	Adj. Non-Res. District			
I-1 Light Industrial	None	None	60% 40%	90%	35'	1'/1' ht.	10'	15'	20'	None
I-2 Medium Industrial	None	None	60% 40%	90%	30'	1'/1' ht.	10'	15'	20'	None
H-1 Health Facilities	None	None	None 50%		25'	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

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on Rezone Request for Property Located at 301 N. 16th Avenue

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Staff Report City Of Durant 5 14 2024
2. 301 N. 16th Maps



THE CITY OF DURANT

Office of Community Development

Date: 5/14/2024
To: Mayor Tucker & City Council
Case: CC 2024-05
From: Reed Aichholz, Community Development Director
Re: Rezone Request from City of Durant

Request: Consider a request from the City of Durant to rezone a property from R-2 to C-1

Current Zoning: R-2 – Two Family Residential

The Future Land Use Map has this area as a mixed-use neighborhood (parcel specifically residential)

Surrounding Properties:

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

Lot Characteristics:

Width	~ 130 ft.
Depth	~ 420 ft. (triangle)
Total Area	~ .4 acres

Applicant: City of Durant

Background: The City is rezoning a property in a mixed-use neighborhood to satisfy the proposed use of a day care facility.

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 block to the south of this property is commercially zoned. The current property is surrounded on 3 sides by city streets. Residential blanket zoning is not ideal for a property in this current position.

Commercial 1 (C1) Summary:

“This commercial district is intended for a unified grouping, in one or more buildings, of retail shops and stores and personal services that provide for the regular needs and are for the convenience of the people residing in the adjacent residential neighborhoods. It is intended that the convenience center be developed as a unit with adequate off-street parking space for customers and employees and with appropriate landscaping and screening.”

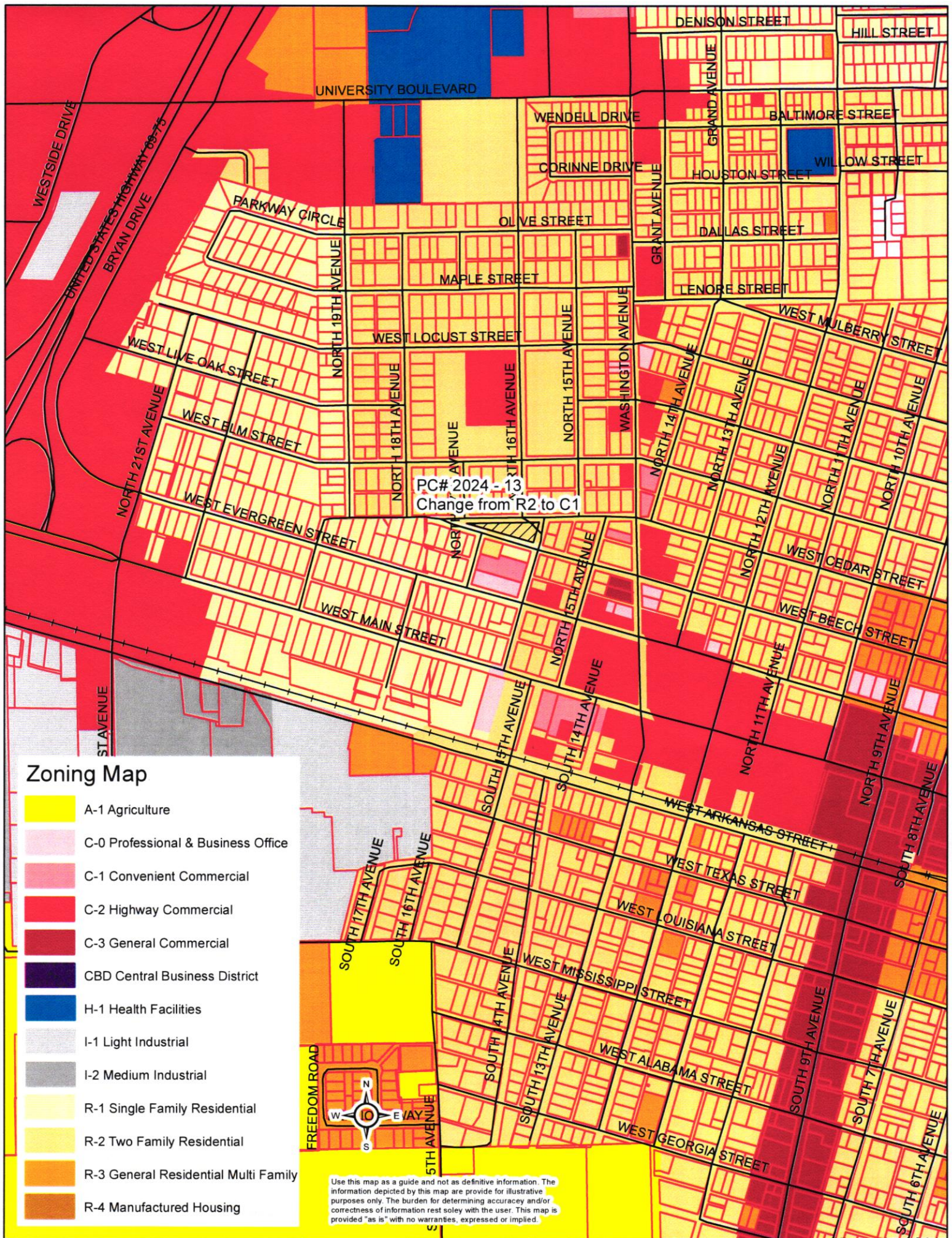
Permitted Uses in C1 revolve around neighborhood conveniences. For example, uses like Child Care, Bakery, Carwash, and Pharmacy are allowed in the C1 district.

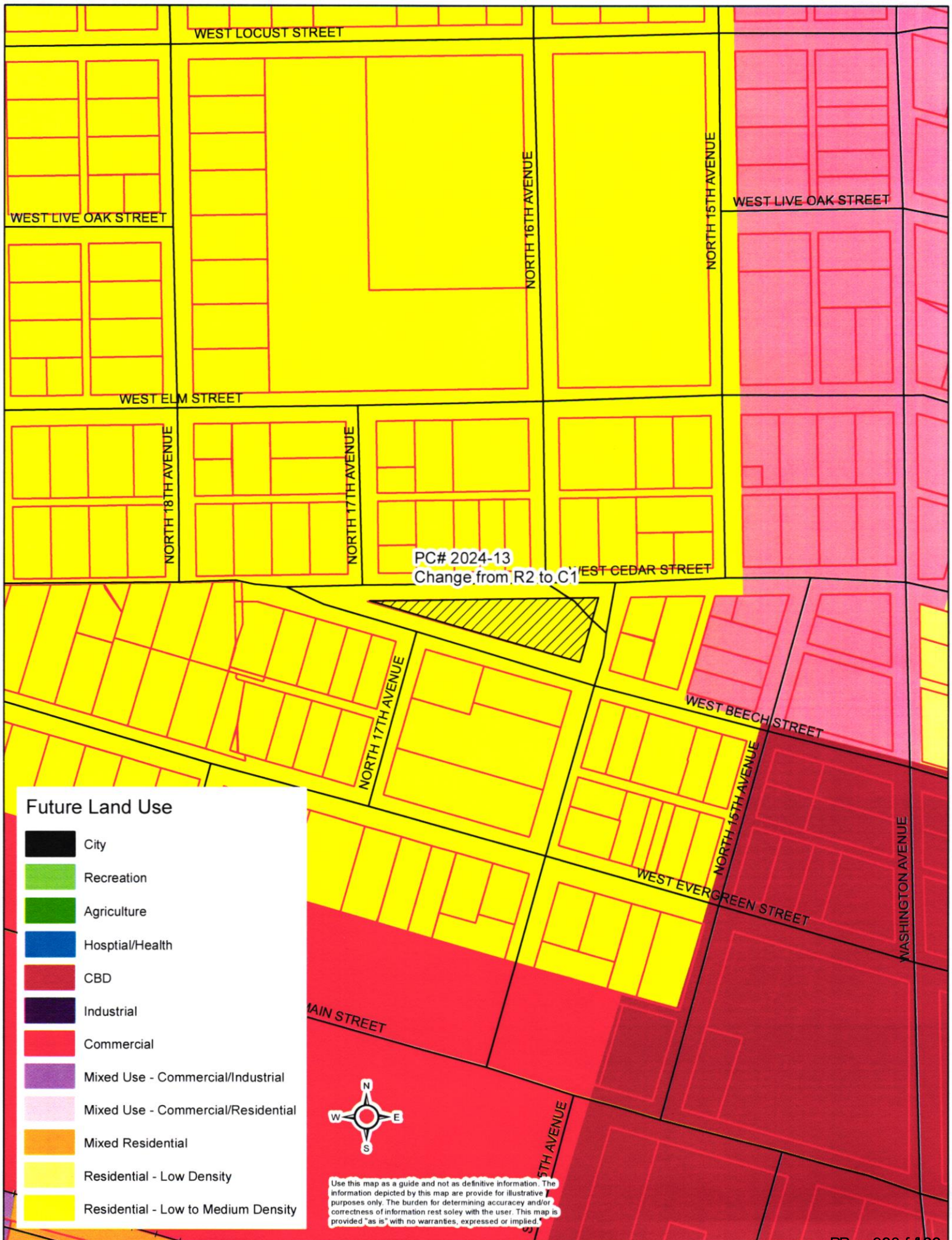
Specific Child Care rule from code:

- (A) Child care centers shall be on a site of at least 10,000 square feet and shall maintain a solid wall or fence at least six feet high between any play area and any other property in a residential district.

Planning Commission Recommendation: Planning Commission unanimously voted to recommend approval of this rezone request from R-2 to C-1. Staff is in agreement.

Required Action: Hold a public hearing and recommend approval or denial for the rezone – located at 18th Street Any specific conditions imposed by the Commission should be read into any approval motion.





Future Land Use

- City
- Recreation
- Agriculture
- Hospital/Health
- CBD
- Industrial
- Commercial
- Mixed Use - Commercial/Industrial
- Mixed Use - Commercial/Residential
- Mixed Residential
- Residential - Low Density
- Residential - Low to Medium Density



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.



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on Rezone and Replat Request for Property Located at 4332 N. Washington Avenue

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Staff Report Replat Stachowski 5 14 2024
2. Maps of Stachowski Property



THE CITY OF DURANT

Office of Community Development

Date: 5/14/2024
To: Mayor Tucker & City Council
Case: CC 2024-11
From: Reed Aichholz, Community Development Director
Re: Rezone & Replat Request from Stachowski Property 4302 N Washington Ave

Request: Consider a request from the Stachowski family to rezone to R1 and replat their property as described on the proposed plat.

Current Zoning: A1- Agricultural (asking for R1 request)

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.

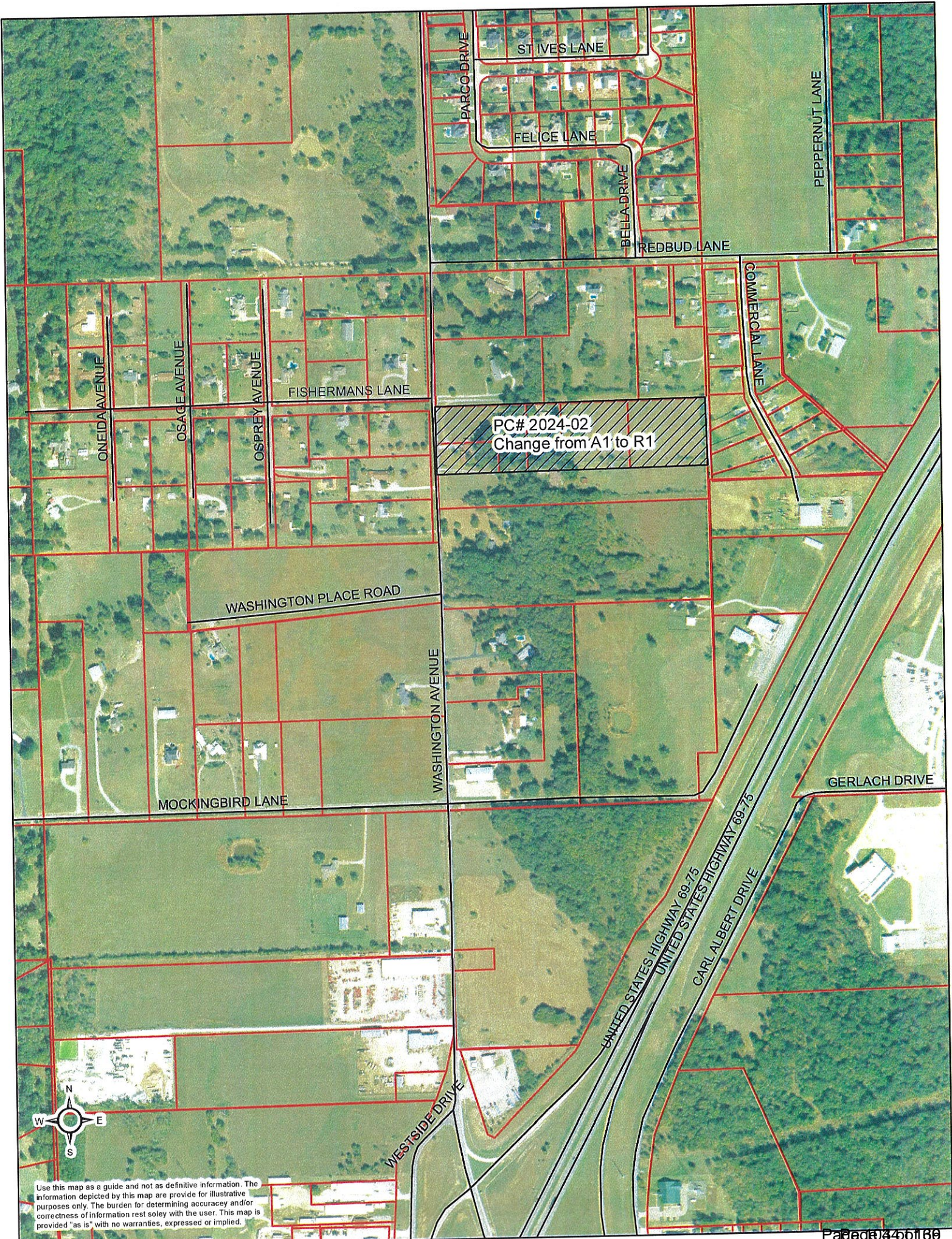
Analysis: The subject property, owned by the Stachowski family, is approximately 9.75 acres in total and is already split into 3 parcels among family members. They intend to create a minor change to the current parcels between family members. Replating the property will document and allow the proposed 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.”

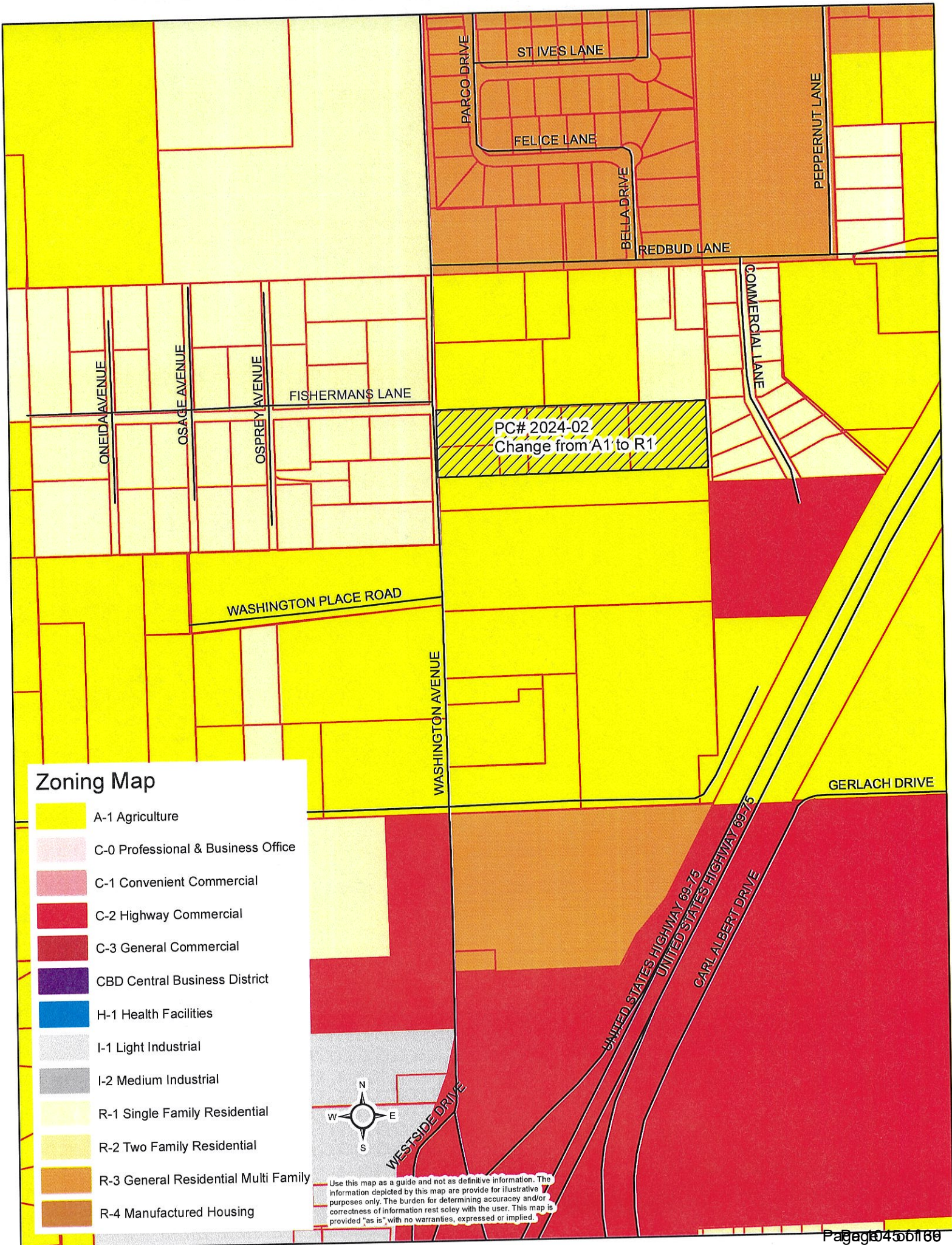
- No longer any orphaned parcels
 - o Vicky Stachowski has the rear parcels
- All lots abut an IFC street at least 70’

Planning Commission Recommendation: Planning Commission unanimously voted to approve the replat for the Stachowski family. Staff shares this recommendation.

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.

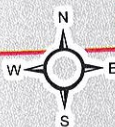


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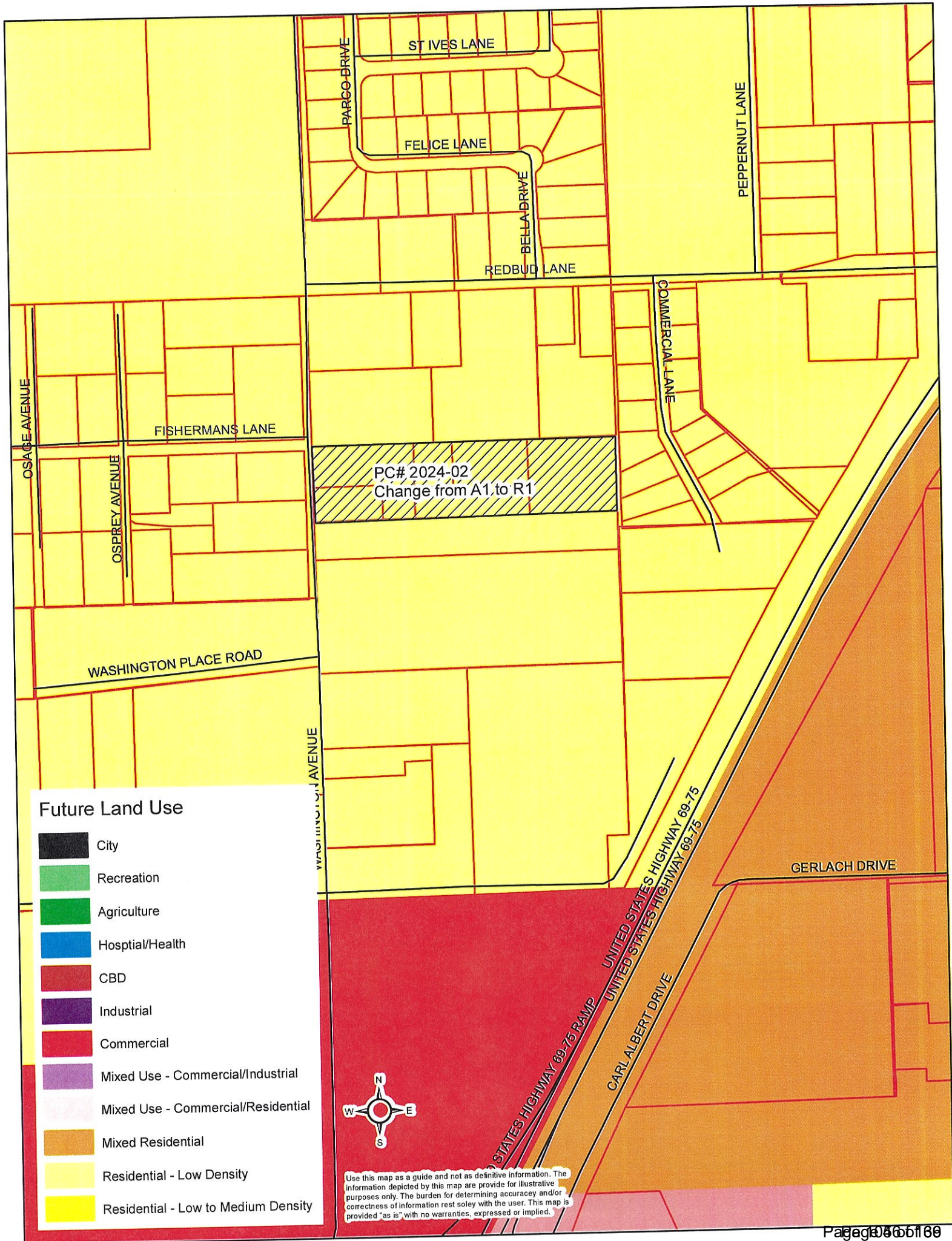


Zoning Map

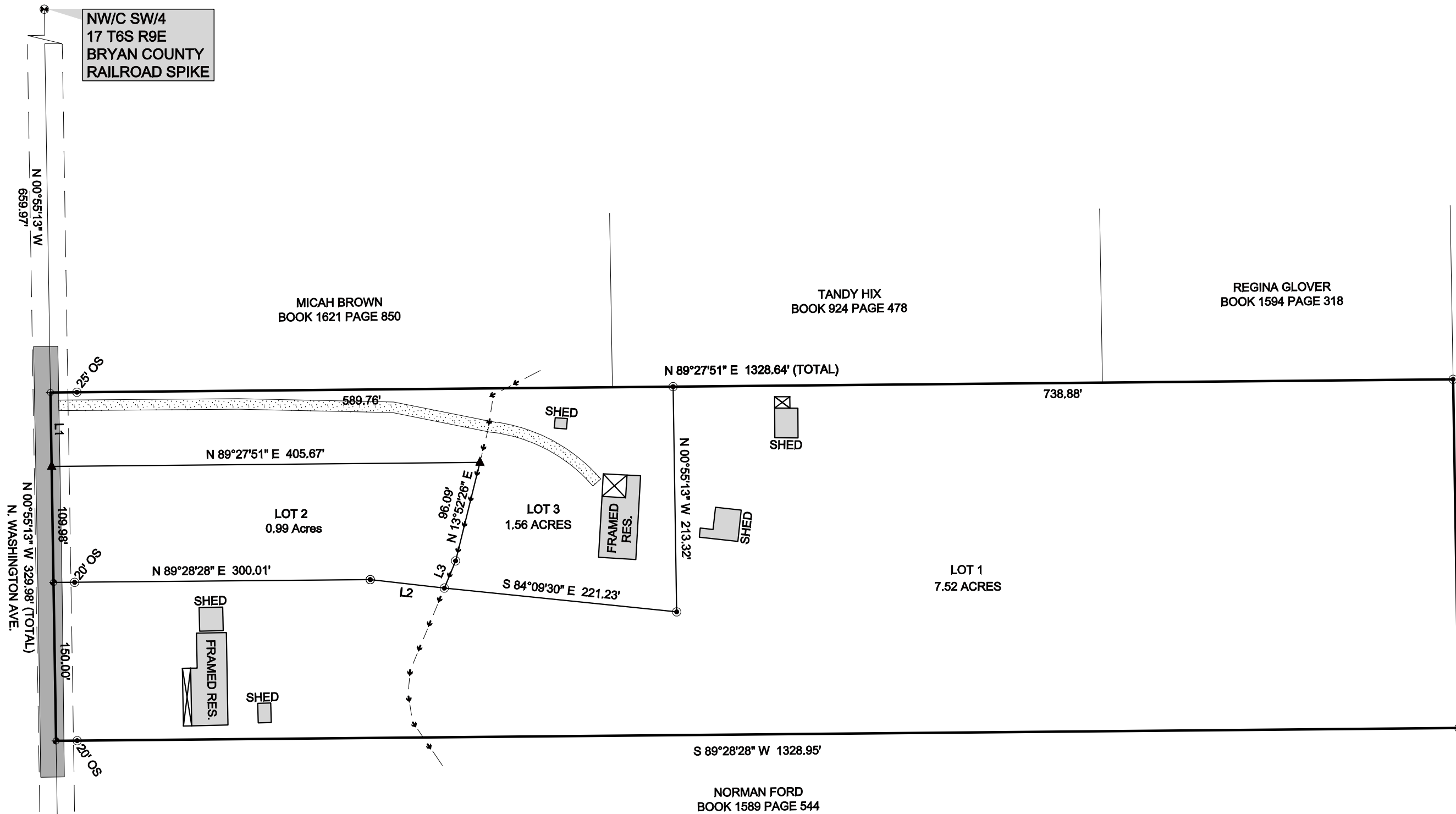
- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
- H-1 Health Facilities
- I-1 Light Industrial
- I-2 Medium Industrial
- R-1 Single Family Residential
- R-2 Two Family Residential
- R-3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



Lilley Acres
PORTION OF THE SW/4 SECTION 17 T6S R9E
BRYAN COUNTY, OKLAHOMA

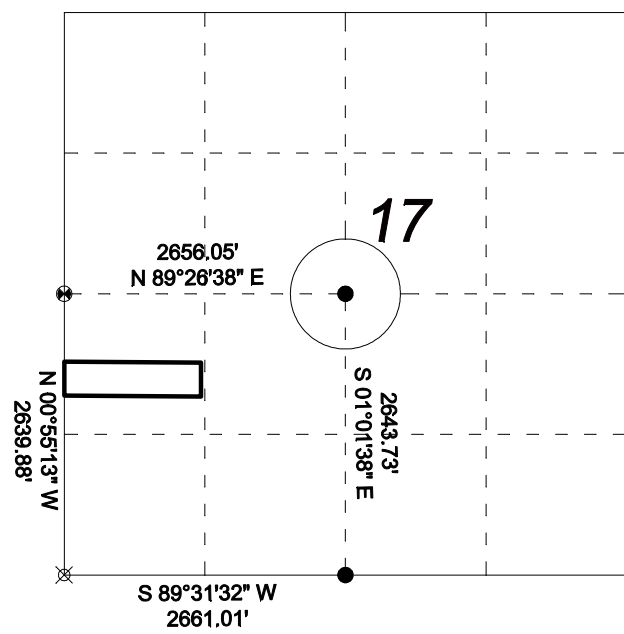


LEGEND

- These standard symbols will be found in the drawing.
- IRON PIN FOUND
 - MAG NAIL FOUND
 - 80D NAIL FOUND
 - 1/2" IRON PIN SET (PLS 1780)
 - MAG NAIL SET (PLS 1780)
 - CALCULATED CORNER
 - CENTERLINE CREEK
 - BOUNDARY LINE
 - 16.5' STATUTORY R/W
 - 35' ROAD & UTILITY EASEMENT

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

LOCATION & SURVEY CONTROL MAP
SECTION 17 T6S R9E



LINE	BEARING	DISTANCE
L1	N 00°55'13" W	70.00
L2	S 89°27'13" E	70.66
L3	N 22°27'04" E	127.90



GENERAL SURVEY NOTES:

- SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAYS, EITHER RECORDED, OR IMPLIED, THEREOF.
- THIS SURVEY WAS PERFORMED FOR THE BENEFIT OF Lilley Family Revocable Trust, ANY OTHER USE OF THIS PLAT IS PROHIBITED.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT(S) AND DOES NOT EXTEND TO ANY UNNAMED PERSON(S) WITHOUT EXPRESS RECERTIFICATION BY SURVEYOR NAMING SAID PERSON(S).
- THIS IS NOT A VALID SURVEY WITHOUT THE SURVEYORS HAND WRITTEN SIGNATURE AND DATE.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE OPINION.
- THIS PLAT AND SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- CRAIGE SURVEYING L.L.C. COPYRIGHT 2024.

Durant Planning Commission- Approval and Acceptance

I, _____, Chairman of the Durant Planning Commission for the City of Durant, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat of **Lilley Acres** on this _____ day of _____, 20____.

Chairman

Secretary

Durant City Council- Approval and Acceptance

Let it be resolved by the City Council of the City of Durant, Bryan County, Oklahoma, that the streets, avenues, and easements for public use on this plat of **Lilley Acres**, to the City of Durant, Bryan County, Oklahoma and are hereby accepted. Adopted by the City of Durant, Bryan County, Oklahoma, this _____ day of _____, 20____.

Mayor

City Clerk

BRYAN COUNTY CLERK CERTIFICATE

State of Oklahoma, County of Bryan
This instrument was filed on the _____ day of _____ at _____ and duly recorded in Book Number _____ Page _____

Bryan County Clerk

BRYAN COUNTY TREASURER'S CERTIFICATE

I, _____, Do hereby certify that I am the duly qualified and acting County Treasurer of Bryan County, Oklahoma. That the tax records of said county show all taxes for the year 20____ and prior years are paid on the land shown on this lot combination plat in the City of Durant, Oklahoma; and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing the 20____ taxes.

Bryan County Treasurer

Date

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

The Oklahoma State Department of Environmental Quality certifies that this plat is approved for the construction of a _____ sewage disposal system and a _____ water system this _____ day of _____, 2024.

Environmental Specialist

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____, 2024, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

LICENSED LAND SURVEYORS CERTIFICATE

I, COLE CRAIGE, a licensed land surveyor in the State of Oklahoma, do hereby certify that this plat represents a survey performed by myself and meets the Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. Subject to easements and/or right-of-ways recorded or implied thereof.

COLE CRAIGE P.L.S. #1780

DATE

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____, 2024, personally appeared COLE CRAIGE to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

OWNERS:

VICKI STACHOWSKI (BOOK 997 PAGE 152) & (BOOK 1639 PAGE 1039)
TIMOTHY STACHOWSKI (BOOK 1639 PAGE 1036)
DAVID LILLEY (BOOK 1639 PAGE 1044)
TRISTEN LILLEY (BOOK 1639 PAGE 1041)

OWNERS CERTIFICATE & DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That _____
VICKI STACHOWSKI

That _____
TIMOTHY STACHOWSKI

being the sole owners in fee simple of the following described real property:

ENTIRE PARENT PARCEL DESCRIPTION:
THE N/2 S/2 NW/4 SW/4 IN SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, OKLAHOMA.

STATE OF OKLAHOMA
COUNTY OF BRYAN

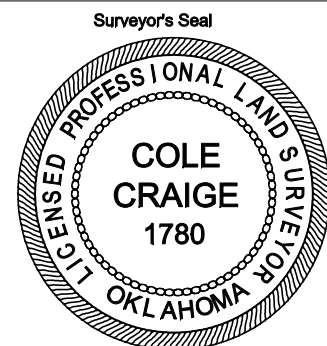
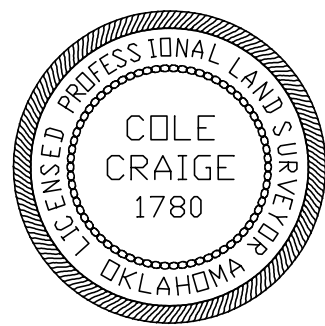
Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____, 2024, personally appeared:

VICKI STACHOWSKI
TIMOTHY STACHOWSKI

to me known to be the identical person(s) 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 written purposes therein set forth.

Given under my hand and seal of office the day and year last above

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



CRAIGE SURVEYING L.L.C.		Surveyor's Seal	SURVEY INFO.	REVISION/ISSUE	
P.O. BOX 363 BOKCHITO, OK 74728 (800) 286-2404 CA # 6185, PLS # 1780 craigesurveying@gmail.com			SURVEY ORDERED- 11-1-23	1.	
Lilley Family Trust N Weatherington Durant, OK, 74701 PART OF NEW4 SECTION 17 T6S R9E BRYAN COUNTY, OKLAHOMA			FIELDWORK DATE(S)- 11-21-23	2.	
			SURVEY PLAT COMPLETE- 4-4-24	3.	
			DATE OF LAST VISIT 11-21-23	4.	
			SCALE 1" = 100'	SHEET 1 OF 1	
ORD FILE- Z1785 R9ESECTION 20PRELUD ESTATES 9-3-20.plt DWG FILE-Z1785 R9ESECTION 17LILLEY ACRES FINAL 3-25-24.dwg					



The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on a Replat Request for Property Located 175ft North of Intersection at San Angelo Lane and N Washington Avenue

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Staff Report Replat Earthman&Dyer 5 14 2024
2. Maps of Earthman-Dryer Property



THE CITY OF DURANT

Office of Community Development

Date: 5/14/2024
To: Mayor Tucker & City Council
Case: PC 2024-12
From: Reed Aichholz, Community Development Director
Re: Replat Request from Earthman and Dyer

Request: Consider a request from the Mr. Earthman and Dyer to replat their property.

Current Zoning: R1- Single Family Residential

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

Surrounding Properties:

Direction	Zoning	Use
North	R-1/R-3	Mixed Density Residential
East	R-3	Single Family Residential Uses
South	R-3	Single Family Residential
West	A-1	Agricultural Uses

Lot Characteristics:

Width	~ 325 ft.
Depth	~ 1310 ft.
Total Area	~ 2.6 acres (~113,256 sq. ft.)

Applicant: Mr. Earthman and Mr. Dyer

Background: Applicant approached staff with the desire to divide the parcel in half for the purpose of having to home build sites separately owned by Mr. Earthman and Mr. Dyer.

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 group, is approximately 2.6 acres in total. They intend to create a divide the parcel in half and utilize a shared driveway with 30' easements of appurtenance on either side of the driveway areas. This type of replat would be considered a minor subdivide.

- Nothing in current ordinance or ODOT driveway code forbids shared driveways
 - o This also limits the number of turnouts on Washington
- The City of Durant is not involved in any private property disputes
- Rural Water and Septic Utilities
- Electrical Easement on Northern Parcel... enough space for building site

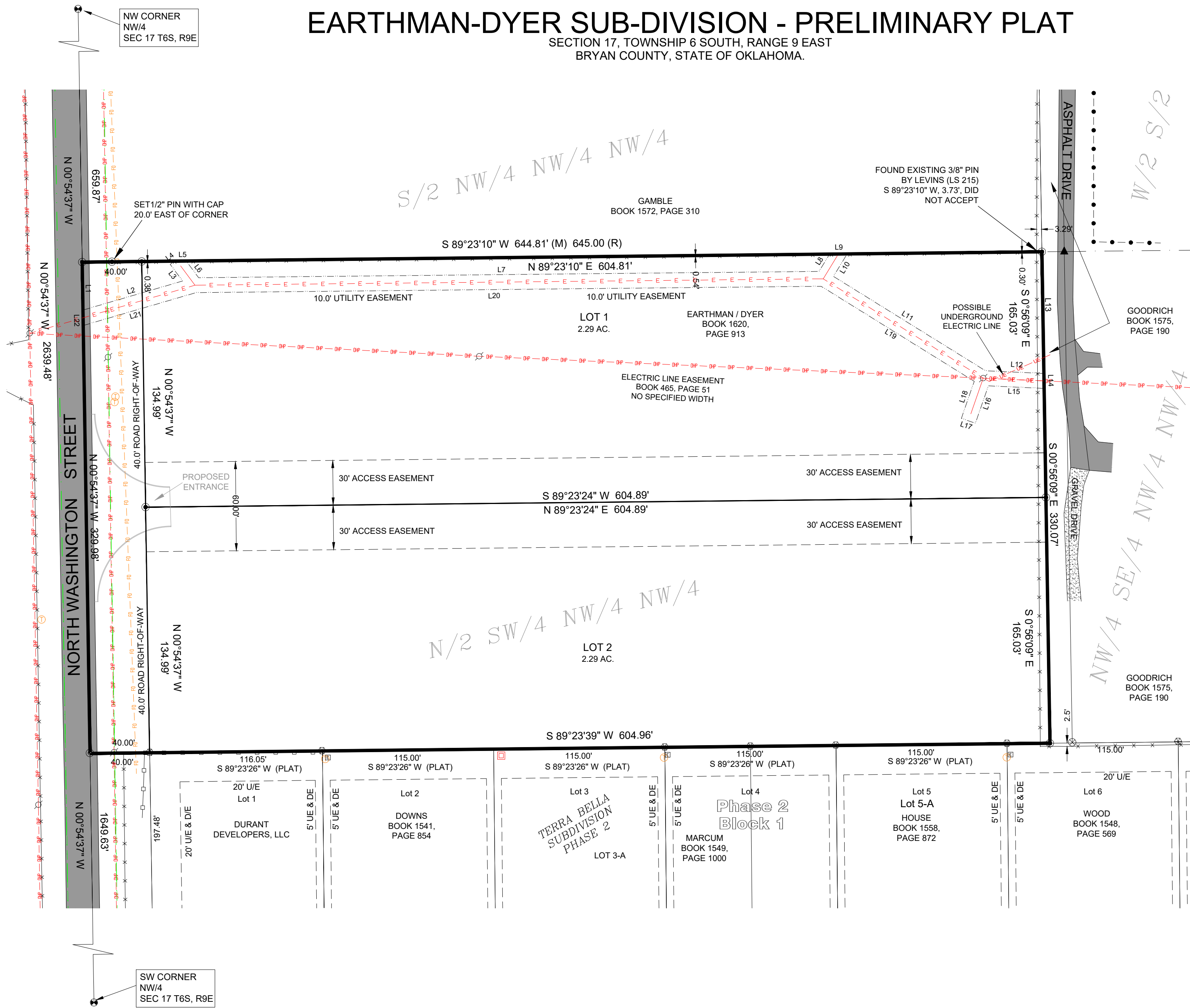
Planning Commission particularly pointed out the 60' shared driveway easement is the same size needed for a future subdivision street ROW.

Planning Commission Recommendation: Planning Commission unanimously voted to approve this replat noting that if the intended use is not actually the proposed 2 single family lots, any future platting processes could be significantly more difficult.

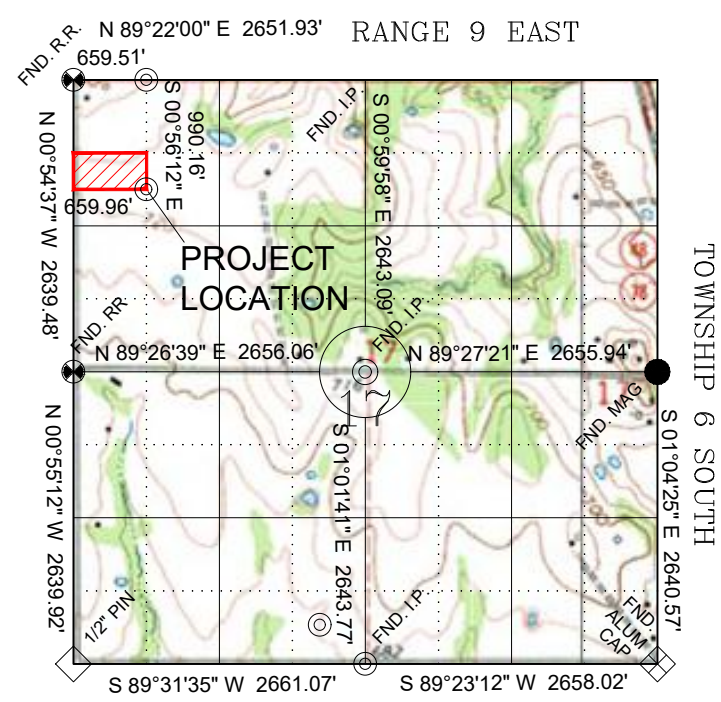
Required Action: Hold a public hearing and recommend approval or denial for the replat – located at 5168 N Washington Ave. Any specific conditions imposed by the Commission should be read into any approval motion.

EARTHMAN-DYER SUB-DIVISION - PRELIMINARY PLAT

SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST
BRYAN COUNTY, STATE OF OKLAHOMA.



LOCATION MAP



FIELD DATA AND MEASUREMENTS FOR SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST, BRYAN COUNTY, OKLAHOMA

DATA FOR 10.0' ELECTRIC EASEMENT

LINE	BEARING	DISTANCE
L1	S 00°54'37" E	32.23'
L2	N 73°45'29" E	89.73'
L3	N 36°33'01" W	13.98'
L4	N 53°26'59" E	3.62'
L5	N 89°23'10" W	7.88'
L6	S 36°33'01" E	13.99'
L7	N 89°25'08" E	416.81'
L8	N 31°27'13" E	13.65'
L9	N 89°23'10" E	11.80'
L10	S 31°27'13" W	17.71'
L11	S 58°10'24" E	120.23'
L12	S 87°22'59" E	39.28'
L13	N 00°56'09" W	81.72'
L14	S 00°56'09" E	10.02'
L15	N 87°22'59" W	37.47'
L16	S 19°11'10" W	26.62'
L17	N 70°48'50" W	10.00'
L18	N 19°11'10" E	26.34'
L19	N 58°10'24" W	121.05'
L20	S 89°25'08" W	419.99'
L21	S 73°45'29" W	78.96'
L22	N 00°54'37" W	10.37'

SURVEYOR'S NOTES:

1. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT, COMMITMENT OR TITLE OPINION, NO EASEMENTS OR RIGHTS-OF-WAY WERE PROVIDED TO THE SURVEYOR.
2. ALL MEASUREMENTS AS SHOWN ARE IN GRID (SPC NAD 83) BEARINGS, AND GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. ALL LATITUDE AND LONGITUDE COORDINATES ARE SHOWN AS WGS 84, DERIVED BY DIFFERENTIAL G.P.S. BASED ON DURANT CONTROL NETWORK BY PAGE SURVEYING AND ASSOCIATES, AND GRID (SPC NAD 83) BEARINGS.
5. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. A LIMITED ATTEMPT WAS MADE TO RESEARCH COUNTY RECORDS OR OTHER RECORD OFFICES, THEREFORE EASEMENTS AFFECTING THE SUBJECT TRACT MAY NOT BE REFLECTED BY THIS PLAT.
6. SUBJECT PROPERTY IS SUBJECT TO STATUTORY SECTION LINE ROAD EASEMENTS WHERE APPLICABLE AND AS SHOWN ON SURVEY PLAT.
7. SURVEY PERFORMED USING RTK GPS, COORDINATE SYSTEM IS WGS 84, ALL BEARING ARE REFERENCED TO GRID (SPC NAD 83) BEARINGS.
8. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND MAY BE SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS

DOCUMENTS USED IN PREPARATION FOR THIS SURVEY:

1. WARRANTY DEED TO CHRIS AND MALLORY EARTHMAN, AND DAVID AND JENNIFER DYER, FILED ON JANUARY 13, 2023 IN BOOK 1620, PAGE 913 IN THE RECORDS OF BRYAN COUNTY, OKLAHOMA.
2. OTHER VARIOUS ADJOINING RECORD DEEDS AS SHOWN ON PLAT.
3. OKLAHOMA CERTIFIED CORNER RECORDS FILED WITH THE OKLAHOMA DEPARTMENT OF LIBRARIES FOR SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN MERIDIAN AND BASE LINE.
4. GLO PLAT WITH FIELD NOTES.
5. RECORDED PLAT OF TERRA BELLA SUB-DIVISION PHASE 2.

OWNERS CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS
That CHRIS AND MALLORY EARTHMAN and DAVID AND JENNIFER DYER, DURANT, OKLAHOMA being the sole owners of the parent tracts in fee simple of the following described property respectively, to wit:
ORIGINAL PARENT TRACTS: The West 645 feet of the N/2 SW/4 NW/4 NW/4 of Section 17, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof.
DEED FILED IN BOOK 1620, PAGE 913 OF THE RECORDS IN THE OFFICE OF THE COUNTY CLERK, BRYAN COUNTY, OKLAHOMA.
I, DAVID L. PAGE, JR. HEREBY CERTIFY THAT THIS SUB-DIVISION PLAT, PREPARED UNDER MY DIRECT SUPERVISION, ACCURATELY REPRESENTS THE FOLLOWING TRACT OF LAND TO WIT:

We hereby offer for dedication to the public, the use of public facilities and easements, except for private streets and other amenities specified and shown on the annexed plat of EARTHMAN-DYER SUB-DIVISION to Durant, Oklahoma. The transaction of this irrevocable offer of dedication shall be consummated upon the execution of the Durant City Planning Commissions Approval and Acceptance, but subject to the restrictive covenants referenced below. For the purpose of providing an orderly development of EARTHMAN-DYER SUB-DIVISION to Durant, Oklahoma, do hereby provide restrictive covenants filed in Book _____, Page _____, of the records in the office of the County Clerk, Bryan County, Oklahoma.

DATE SIGNED _____ OWNER, MEMBER/MANAGER DATE SIGNED _____ OWNER, MEMBER/MANAGER
DATE SIGNED _____ OWNER, MEMBER/MANAGER DATE SIGNED _____ OWNER, MEMBER/MANAGER

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2023, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires: _____ Notary Public

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2021, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires: _____ Notary Public

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2022, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires: _____ Notary Public

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned Notary Public, in and for said county and state on this _____ day of _____, 2021, personally appeared _____ to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free given under my hand and seal the day and year listed above written, therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires: _____ Notary Public

LICENSED LAND SURVEYORS CERTIFICATE

I, David Lee Page, Jr., a Licensed Land Surveyor in the State of Oklahoma, do hereby state that this plat of survey for EARTHMAN-DYER SUB-DIVISION, an addition to the City of Durant, is based on an actual field survey, by myself, under my direction, in accordance with the Oklahoma Minimum Standards for the Practice of Land Surveying. All lot and block corners of aforementioned plat will be 3" steel pins set with PLS 1566 ID cap unless otherwise shown on plat. This plat of survey is subject to easements and/or rights-of-way, covenants, and other restriction, either recorded, or implied, thereof.

David L. Page, Jr., P.L.S. 3-21-23 Date

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned, a Notary Public in and for said County and State on this 25th day of January, 2023, personally appeared David L. Page, Jr., to me known to be the identical person who executed the within and 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.

Given under my hand and seal of office the day and year last above written.
AUGUST 26, 2028
Commission Expiration

COUNTY TREASURERS CERTIFICATE

I, _____, The duly elected and qualified County Treasurer of Bryan County, Oklahoma, do hereby certify that there are no unpaid taxes up to and including the year 2022 on the described real property known as A.A.A. ESTATES SUB-DIVISION being a part of Bryan County, State of Oklahoma, and the required security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

Witness my hand this _____ day of _____, 2023.

County Treasurer

STATE OF OKLAHOMA
COUNTY OF BRYAN

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2023, personally appeared _____ to me known to be the identical person who executed the within and 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.

Given under my hand and seal of office the day and year last above written.
Notary Public
Commission Expiration

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

The Oklahoma State Department of Environmental Quality, certifies that this plat is approved for the construction of a _____ sewage disposal system and a _____ water system this _____ day of _____, 2023.

Environmental Specialist

COUNTY CLERK CERTIFICATE

STATE OF OKLAHOMA
COUNTY OF BRYAN

This instrument, _____, was filed on the _____ day of _____, 2023, at _____ and duly recorded in book _____, page _____.

County Clerk

DURANT CITY PLANNING COMMISSION - APPROVAL AND ACCEPTANCE

I, _____, Chairman of the Durant Planning Commission for the City of Durant, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat of A.A.A. ESTATES SUB-DIVISION, on this _____ day of _____, 2023.

Chairman
Secretary

DURANT CITY COUNCIL - APPROVAL AND ACCEPTANCE

Let it be resolved by the City Council of the City of Durant, Bryan County, Oklahoma, that the streets, avenues, and easements for public use on this plat of A.A.A. ESTATES SUB-DIVISION, to the City of Durant, Bryan County, Oklahoma, and are hereby accepted. Adopted by the City Council of the City of Durant, Bryan County, Oklahoma, this _____ day of _____, 2023.

Signed _____ Mayor Signed _____ City Clerk

G.P.S. BASE POINT INFORMATION:

NAD 83 COORDINATE WGS 84 DATA
NORTHING: 256234.916 LAT: 34°01'36.3180" N
EASTING: 2455845.183 LONG: 96°23'29.4834" W
ELEV: 685.457 HT: 598.572

FLOOD STATEMENT

SUBJECT PROPERTY LIES WITHIN ZONE X OTHER AREAS (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), AS DEFINED BY F.E.M.A. MAP# 40135C0107E, DATED: JUNE 2, 2011.

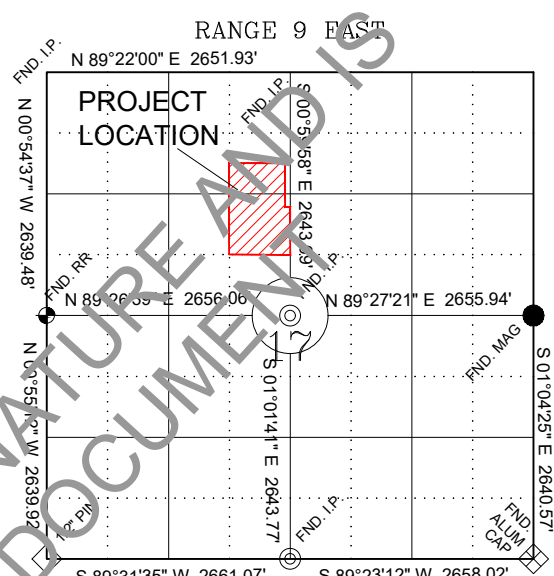


224 SOUTH 8th AVENUE
DURANT, OKLAHOMA 74701
(580) 920-2101 OR (580) 920-0176
FAX (580) 920-9121

DAVID L. PAGE, JR. © 2023
PROFESSIONAL LAND SURVEYOR #1566
EXPIRES 6-30-2023

EARTHMAN-DYER SUB-DIVISION PRELIMINARY PLAT

SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST
BRYAN COUNTY, STATE OF OKLAHOMA.

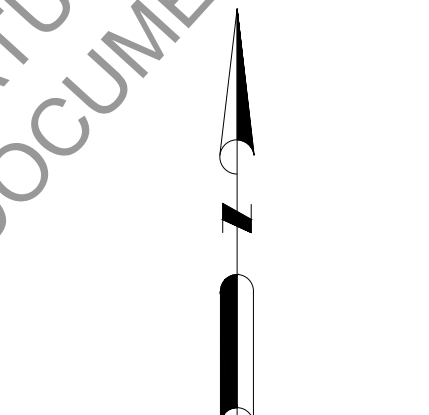


LOCATION MAP

FIELD DATA AND MEASUREMENTS FOR SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST, BRYAN COUNTY, OKLAHOMA

LOCATION
SECTION 17,
TOWNSHIP 6 SOUTH, RANGE 9 EAST
BRYAN COUNTY

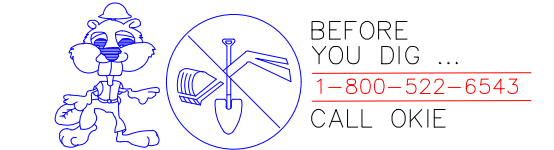
0' 50' 100'



-BASIS OF BEARINGS-
BEARINGS OBTAINED FROM G.P.S. OBSERVATIONS (SPC NAD 83)
CONTROLLING CORNERS ARE EXISTING CORNERS FOUND AT THE SECTION CORNERS AND 1/4 CORNERS OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 9 EAST, BRYAN COUNTY, OKLAHOMA.

GENERAL NOTES:

SUBJECT TO EASEMENTS AND/OR RIGHTS-OF-WAY, EITHER RECORDED, OR IMPLIED THEREOF.
NO UTILITIES OF ANY KIND HAVE BEEN LOCATED EXCEPT THOSE SHOWN ON THE ANNEXED PLAT.
CONTROLLING CORNERS FOR THIS SURVEY ARE AS SHOWN ON THE LOCATION MAP.
THIS IS NOT A FINAL SURVEY WITHOUT THE SURVEYORS ORIGINAL SIGNATURE AND ORIGINAL SEAL.
PORTIONS OF THIS PLAT ARE IN COLOR, PHOTO AND ELECTRONIC COPIES OF THIS PLAT MAKE IT INVALID AND MAY ALTER ITS MEANING.
THIS PLAT AND SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.



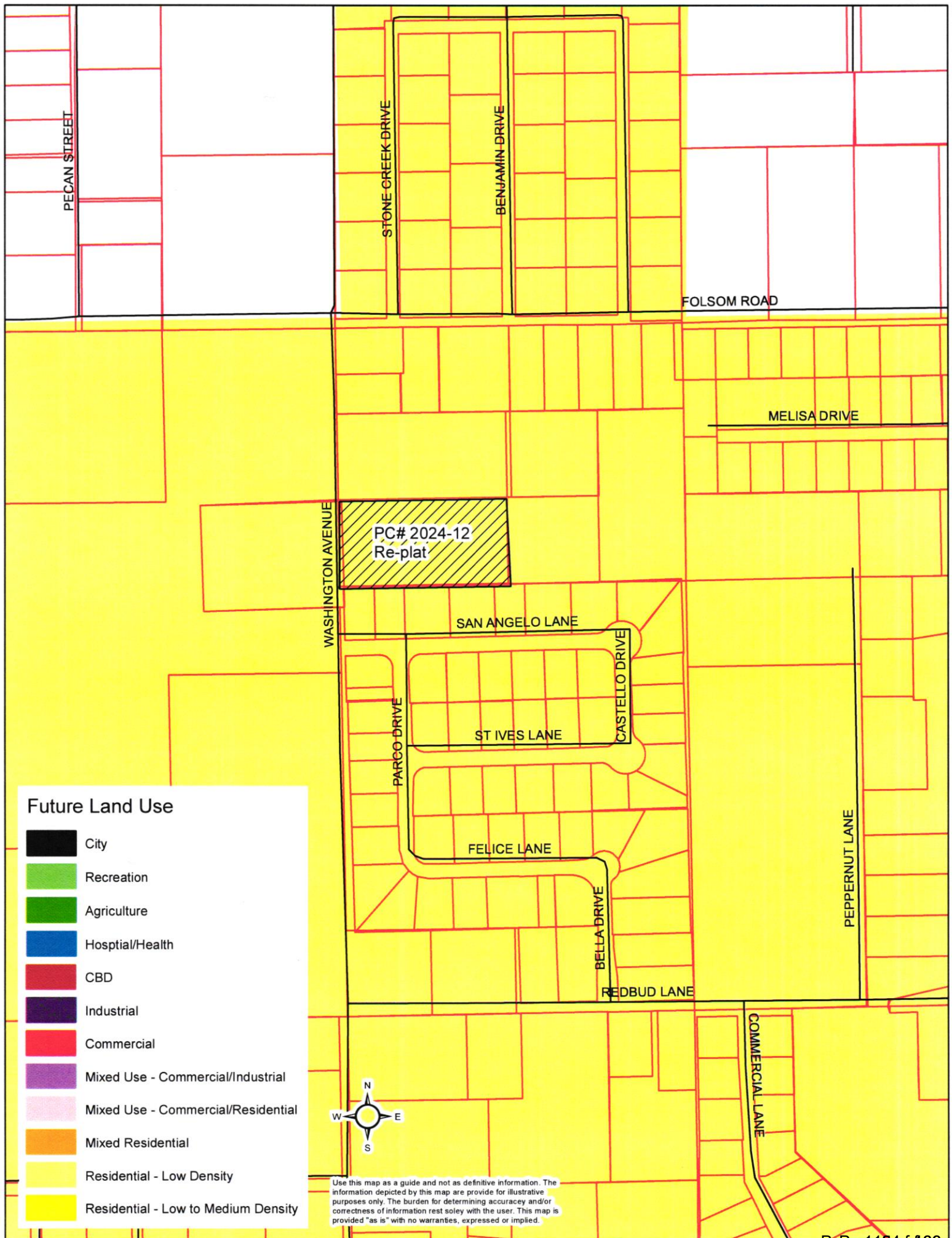
NO.	REVISION/ISSUE	DATE

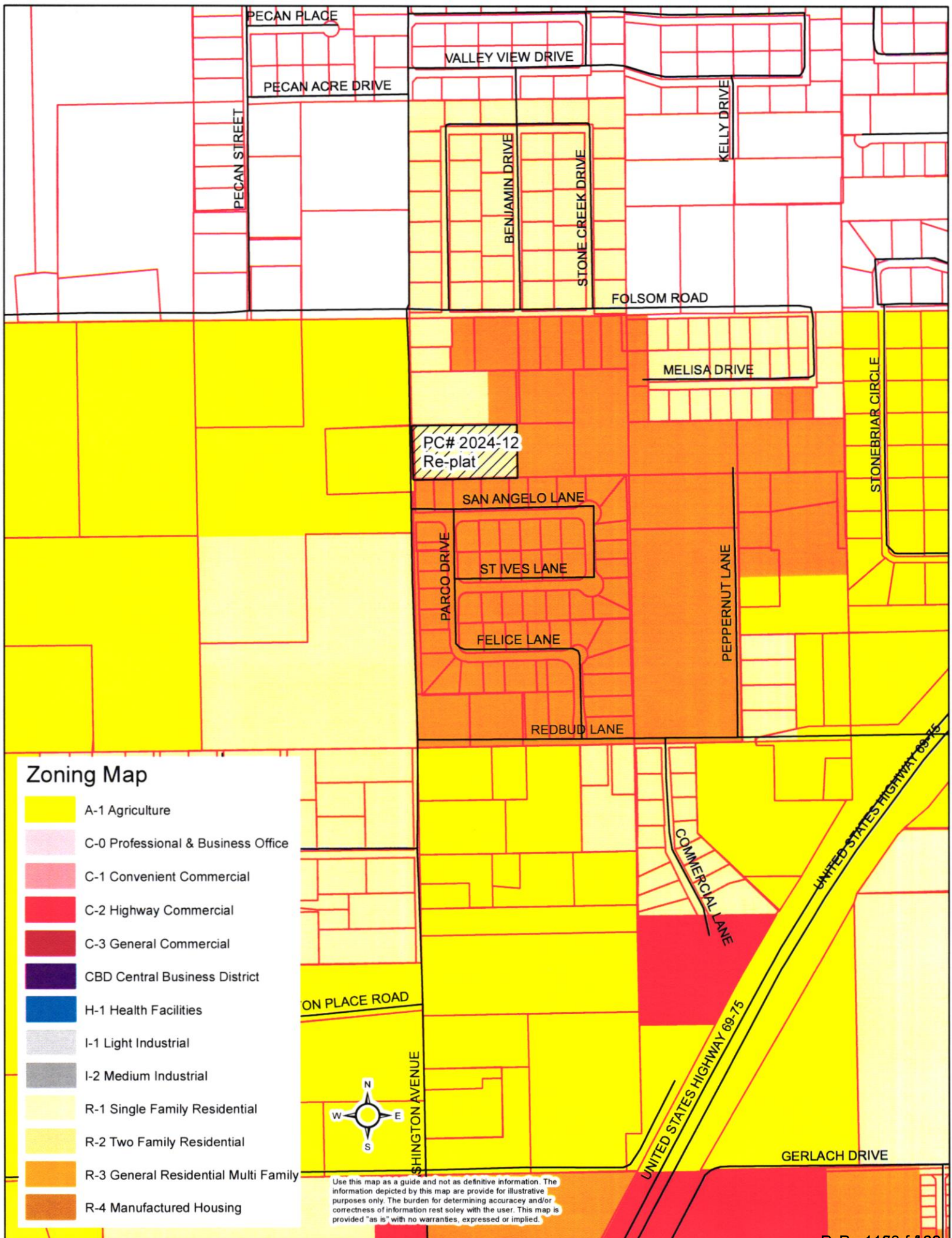
Project Name and Address
EARTHMAN-DYER SUB-DIVISION
CHRIS EARTHMAN, MALLORY EARTHMAN,
JIM DYER, AND JENNIFER DYER
DURANT, OKLAHOMA

DATE 3-21-23
SCALE 1" = 50'
SHEET NO. 1 OF 1



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.







The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on a Rezone Request for Property Located at 3820 W. University Boulevard

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Staff Report Rezone Sellers 5 14 2024
2. Maps of 3820 W. University Blvd.



THE CITY OF DURANT

Office of Community Development

Date: 5/14/2024
To: Mayor Tucker and the City Council
Case: CC 2024-2
From: Reed Aichholz, Community Development Director
Re: Rezone Request from Barbara Sellers

Request: Consider a request from the Barbara Sellers to rezone her property from C-1 to R-1

Current Zoning: C1- Neighborhood Commercial

The Future Land Use Map has this area as Mixed Use

Surrounding Properties:

Direction	Zoning	Use
North	R-3	Mixed Density Residential
East	R-3	Mixed Density Residential
South	R-3	Mixed Density Residential
West	R-3	Mixed Density Residential

Lot Characteristics:

Width	~ 120 ft.
Depth	~ 355 ft.
Total Area	~ 1 acre(s) (~43,560 sq. ft.)

Applicant: Barbara Sellers

Background: Applicant approached staff with the desire to rezone the property from C1 to R1 because of the current single-family use. The owner is currently in negotiations to sell the property as a single-family residence and the lender desires confirmation of residential use.

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.

- “It should be noted that I, Reed Aichholz did not manage this case well. Their case has been pushed back due to poor organization. I could have also advised an R3 zone request several months ago, but did not think to look at the current zoning map.”

Analysis: The subject property, owned by the Barbara Sellers, is approximately 1 acre in total. It is surrounded by R3 uses and has a commercial mixed use future land plan.

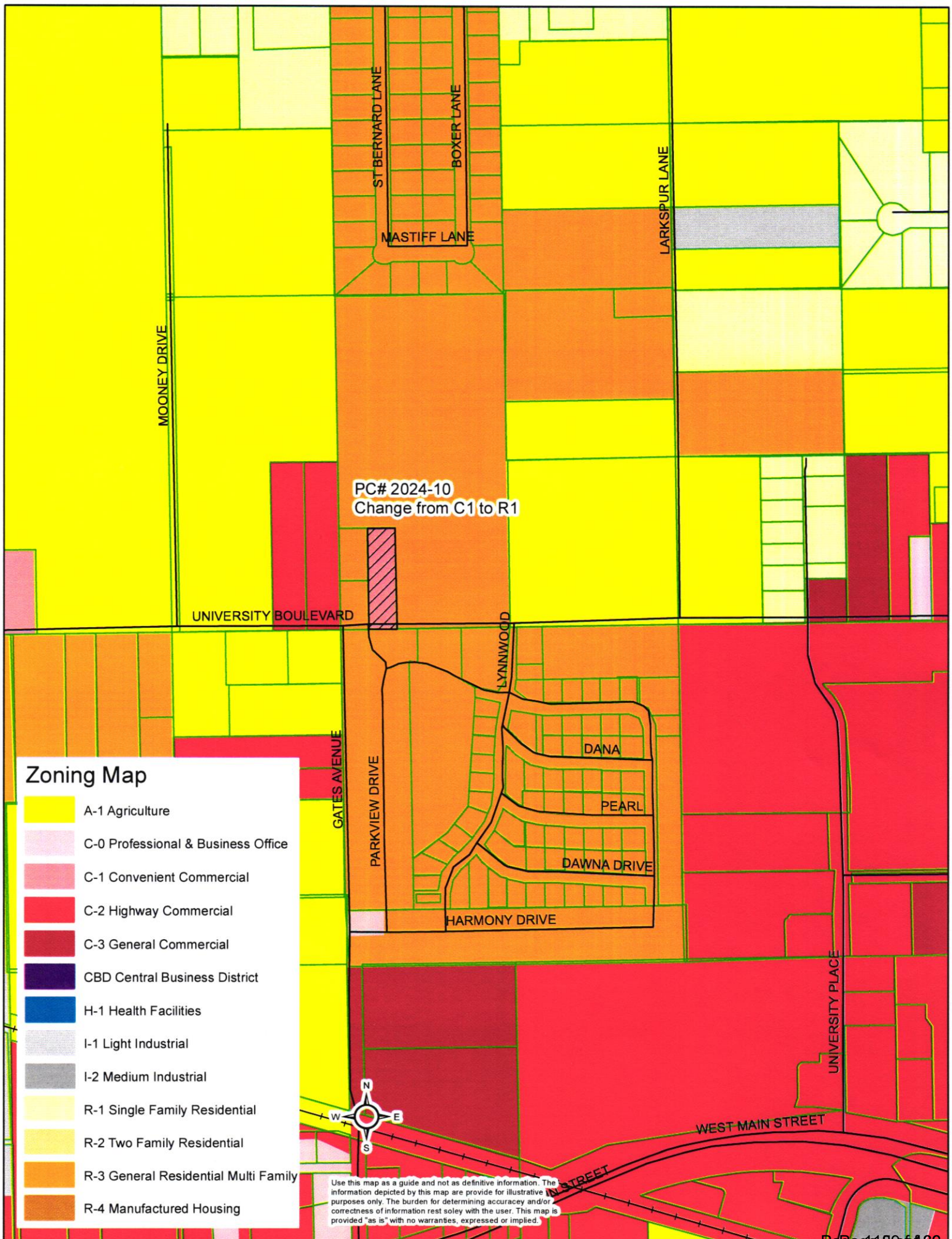
Planning Commission Recommendation: Given the surrounding zoning and future land use plan, planning commission recommended to deny the R1 request and approve an amended request of R3 zoning. Their justification was that since R3 is more restrictive than the current C1 zoning, this recommendation is actionable.

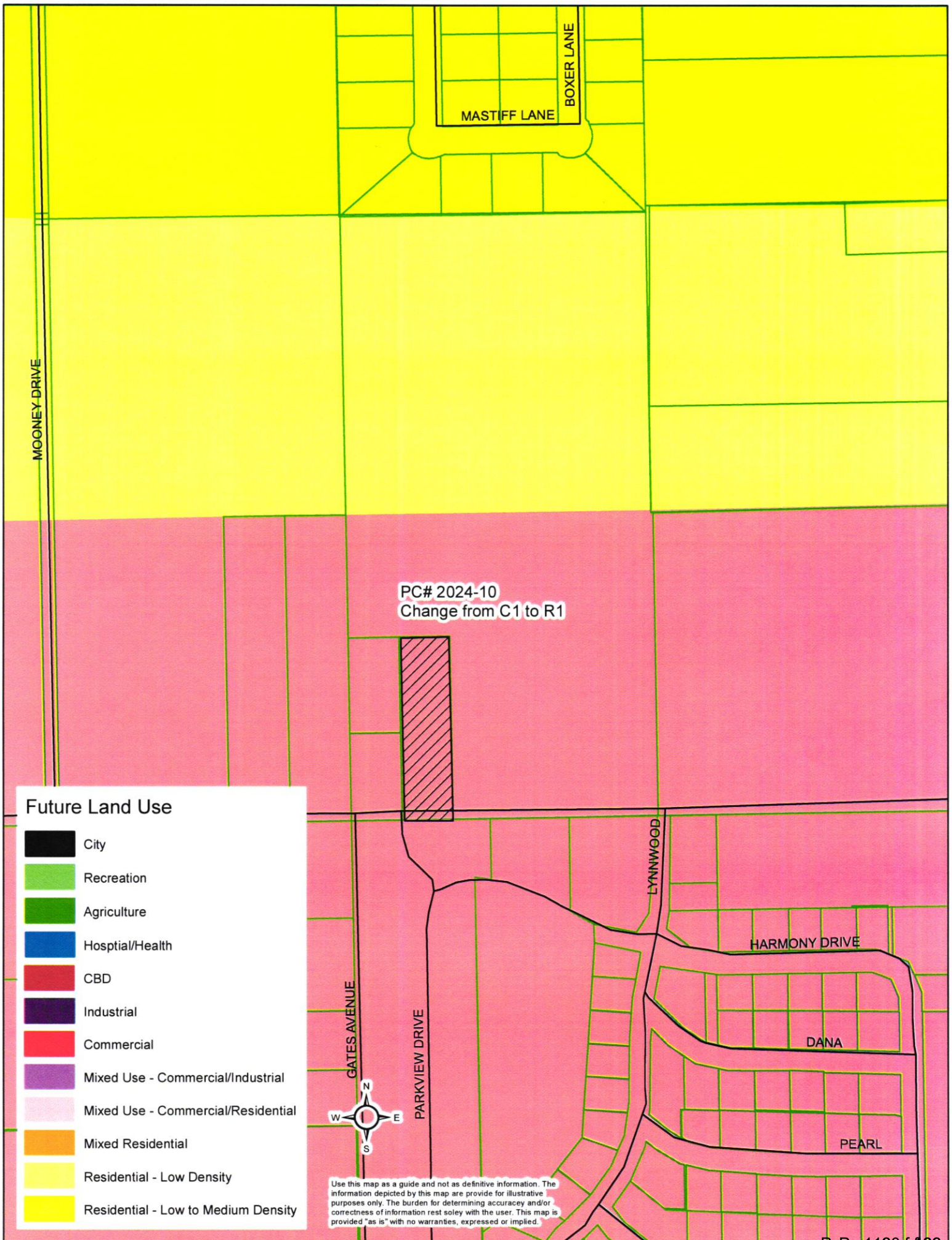
Required Action: Hold a public hearing and recommend approval or denial for the rezone – located at 3820 W University. Any specific conditions imposed by the Commission should be read into any approval motion.



PC# 2024-10
Change from C1 to R1

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The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Reed Aichholz, Community Development Director/Planner
Re: Discussion, Consideration and Possible Action on a Rezone Request for Property Located at 199 S 18th Avenue

Council Information / Action Requested

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

ATTACHMENTS:

1. CC2024 Staff Report HL Properties 5 14 2024
2. Maps of HL Properties



THE CITY OF DURANT

Office of Community Development

Date: 5/14/2024
To: Mayor Tucker & City Council
Case: PC 2024-05
From: Reed Aichholz, Community Development Director
Re: Rezone Request from HL Properties

Request: Consider a request from the HL Properties to rezone a property from R-1 to R-3

Current Zoning: R-1 – Single Family Residential

The Future Land Use Map has this area as Mixed Use

Surrounding Properties:

Direction	Zoning	Use
North	R-1	Single Family Residential
East	R-1	Single Family Residential
South	R-3	Mixed Density Residential
West	R-1	Single Family Residential

Lot Characteristics:

Width	~ 130 ft.
Depth	~ 600 ft. (triangle)
Total Area	~ 2.2 acres

Applicant: HL Properties

Background: Applicant approached the City with a desire to create quality higher density residential options near to downtown Durant. In order to achieve a density option higher than single family, a rezone is necessary.

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 property is around forms of residential and north across the railroad tracks from an R3 zoned area. The future land use is noted as Highway Commercial. Although denoted as future commercial, creating commercial in this location would entail destroying a historic strip of downtown OR not providing strategic frontage for the commercial.

A significant amount of citizen feedback was recorded at the Planning Commission meeting on 5/7/2024. Around 10 neighbors showed up to contest the proposed use with fear that historic vernacular would be negatively impacted.

Comments from the landowner show a goal to clean up the area and create a quality product. A singular comment was made in support of the proposal with a specific citation from the comprehensive plan about walkable and attainable housing product.

Planning Commission argued that the adjacent R3 property is across the railroad tracks in a completely different themed neighborhood and that a density product would hurt the historic theme of the area.

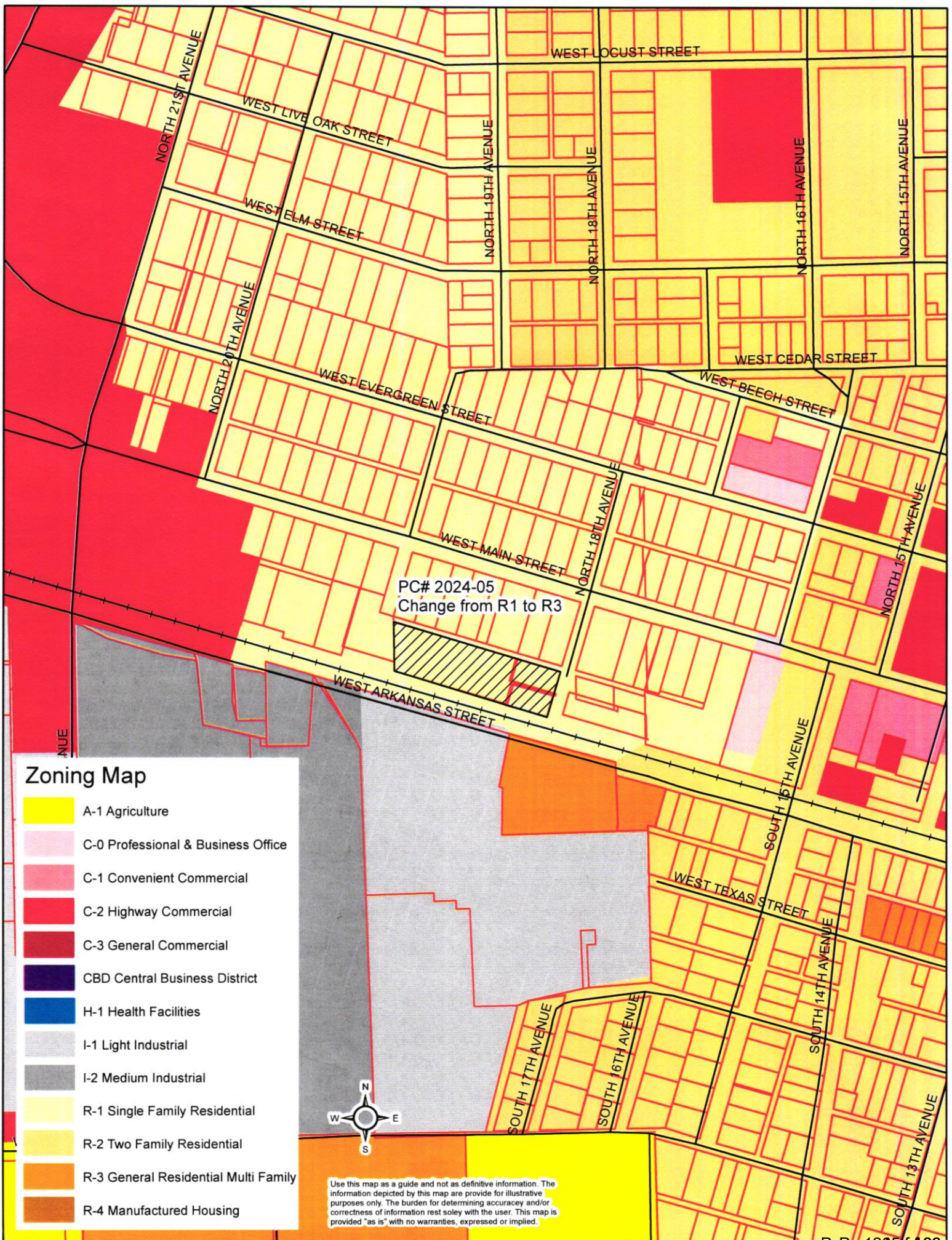
Planning Commission Recommendation: Planning Commission unanimously denied the request. Staff cannot recommend approval without an assurance of historical/architectural character. There would also need to be specific attention to fire truck accessibility.

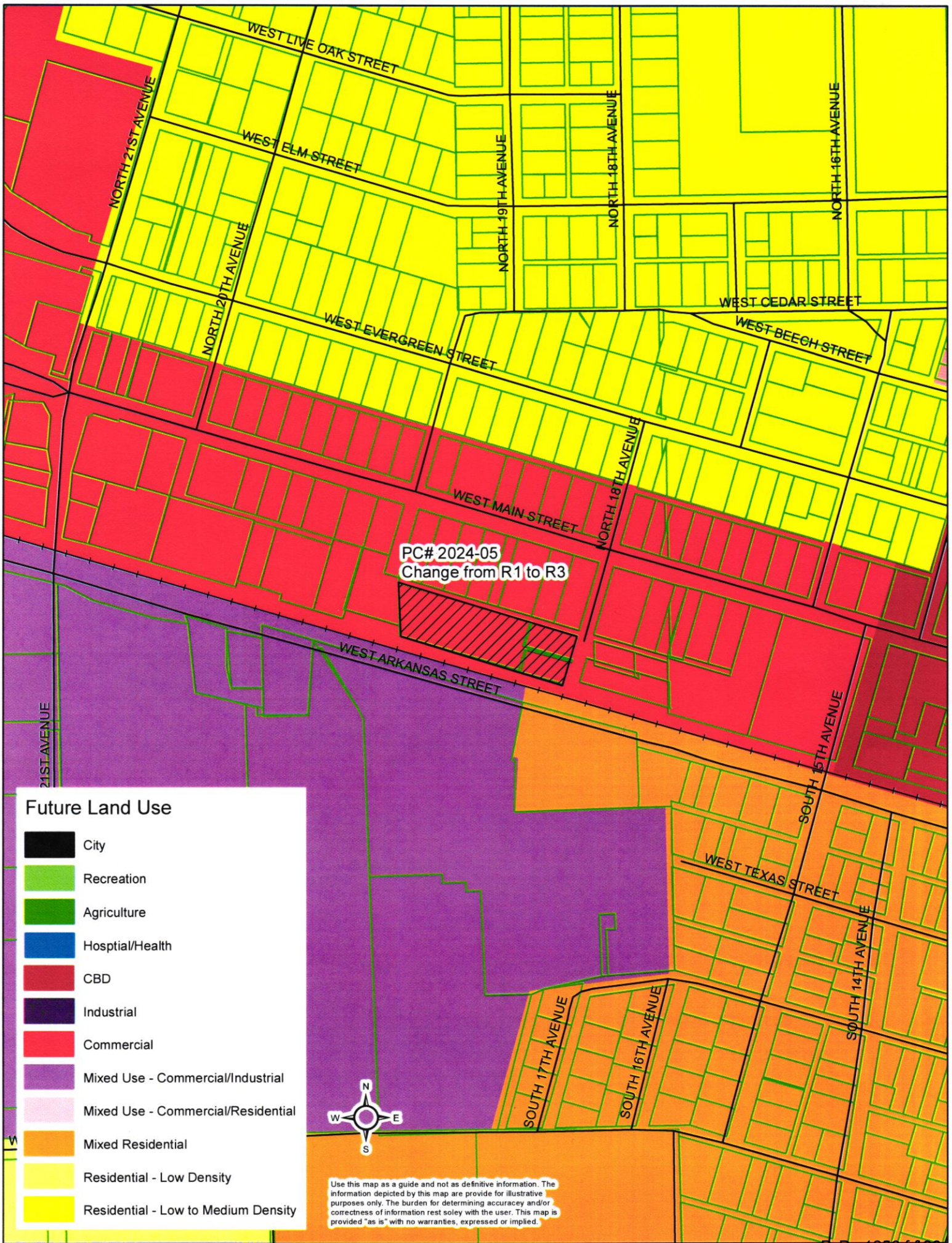
Required Action: Hold a public hearing and recommend approval or denial for the rezone – located at N 16th Street Any specific conditions imposed by the Commission should be read into any approval motion.



PC# 2024-05
Change from R1 to R3

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.







The City of Durant

Memorandum

Date: 5/14/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Approval of Ordinance O-2024-01 Amending Title III, Administration, Competitive Bidding Requirements; Section 37.021 Bidding Requirements, Section 37.022 Bidding Procedures, and Section 37.023 Emergency Purchases; Declaring an Emergency

The proposed ordinance showing requested amendments is attached.

Council Information / Action Requested

Approval of Ordinance O-2024-01 Amending Title III, Administration, Competitive Bidding Requirements; Section 37.021 Bidding Requirements, Section 37.022 Bidding Procedures, and Section 37.023 Emergency Purchases; Declaring an Emergency

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

ATTACHMENTS:

1. O-2024-01 Amending Title III, Competitive Bidding Requirements Sections 37.021, 37.022, 37.023, Declaring Emergency - Edited Version
2. O-2024-01 Amending Title III, Competitive Bidding Requirements; Sections 37.021, 37.022, 37.023, Declaring Emergency -Clean Copy

ORDINANCE NO. O-2024-01

AN ORDINANCE AMENDING TITLE III, ADMINISTRATION, COMPETITIVE BIDDING REQUIREMENTS; SECTION 37.021 BIDDING REQUIREMENTS, SECTION 37.022 BIDDING PROCEDURES, AND SECTION 37.023 EMERGENCY PURCHASES; DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF DURANT, OKLAHOMA:

Section 1 – The Durant City Code shall be amended as follows:

§ 37.020 COMPETITIVE BIDDING REQUIRED.

All purchases of and contracts for supplies and contractual services as defined herein, and all sales of personal property which has become obsolete and unusable shall be based on competitive bids whenever possible, except as specifically provided herein or otherwise required by law. Purchases and contracts related to construction projects, labor, equipment, material, and repairs by public trusts shall comply with 60 O.S. § 176(G) and construction projects shall comply with the Oklahoma Public Competitive Bidding Act, 61 O.S. §§ 101 et seq.

§ 37.021 BIDDING REQUIREMENTS.

Except as otherwise required by law, the bidding requirements of the city shall be as follows.

(A) *Contractual service purchases.* Contractual services shall be purchased by formal written contract as follows.

(1) Contractual services, when the estimated cost thereof exceeds \$50,000, shall be purchased from the lowest and best bidder or from the best value bidder, after due notice inviting bids.

(2) No bid is required for cContractual services, when the estimated cost thereof is \$50,000 or less, ~~may be purchased using the open market procedure as provided for herein.~~

(B) *Supplies, material, and equipment purchases.* Supplies, material, or equipment shall be purchased as follows.

(1) All contractual purchases of supplies, materials, and equipment, when the estimated cost

thereof exceeds \$530,000, shall be purchased by formal written contract or by purchase order from the lowest and best bidder or from the best value bidder, after due notice inviting bids.

~~(2) All contractual purchases of supplies, material, and equipment, when the estimated cost thereof is \$30,000 or less may be purchased using the open market procedure provided for herein.~~

(C) *Construction projects.* Construction projects shall be purchased as follows.

(1) All construction projects whereby the estimated cost thereof is over the amount set by the Oklahoma Public Competitive Bidding Act shall be bid in accordance with the requirements of that statute.

(2) All construction projects whereby the estimated cost thereof is less than the amount set by the Oklahoma Public Competitive Bidding Act may be procured by written contract or by purchase order ~~from the lowest and best bidder or from the best value bidder, using the open market procedure provided for herein.~~

(D) *Exception for cooperative purchases.* Notwithstanding the foregoing limitations, competitive bidding shall not be required and the Purchasing Agent shall have the authority, instead, to make purchases from a cooperative purchasing agreement/plan, or under contracts let by the state, when the best interests of the city would be served.

(E) *Surplus property.* No surplus or obsolete supplies, materials, or equipment of a value of more than \$1,000 may be sold until the City Council shall have declared them obsolete or surplus. Before the City Manager sells any surplus or obsolete supplies, materials, or equipment, except as otherwise provided herein, he or she shall advertise them for sale in such manner as he or she deems necessary to adequately reach prospective buyers to give them an opportunity to make bids. All bids shall be sealed and shall be opened in public at a designated time and place, except when the sale is by public auction. The City Manager may repeatedly reject all bids and advertise or give notice again. He or she may sell such supplies, materials, or equipment only to the highest responsible bidder for cash. In case of a tie, he or she may sell to either of the bidders tying, or may divide the sale among the two or more tying, always selling to the highest responsible bidder or bidders for cash.

(F) *City Manager approval limit.* The City Manager has approval authority of purchases, bids, and contracts up to \$50,000.

(G) *Declared local emergency purchases.* During a locally declared emergency, except as otherwise required by law, the bidding requirements established in this section shall be waived.

§ 37.022 BIDDING PROCEDURES.

The following bidding procedures shall apply to those purchases that require a competitive bidding procedure.

(A) *Notice inviting bids.*

(1) *City website.* The Agent shall cause to be published notice inviting bids on the city website at least five days preceding the last day set for the receipt of bids or conducting an auction. The city website notice required herein shall include a general description of the services required or the articles to be purchased or sold and shall state where bid forms and specifications may be obtained and the time and place for opening bids or the public auction.

(2) *Bidders' list.* The Agent shall also solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a bidders' list maintained by the Agent by sending a copy of such city website notice or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitations sent to the vendors on the bidders' list shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

(B) *Bid deposits.* When deemed necessary by the Agent, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety where it has been required. A successful bidder shall forfeit any surety required upon failure on his or her part to enter a contract within ten days after the award.

(C) *Bid opening procedures.*

(1) *Sealed.* Except in the case of public auctions, bids shall be submitted sealed to the office of the City Clerk and shall be identified on the envelopes as bids.

(2) *Opening.* Bids for supplies, materials, equipment or contractual services shall be opened in public at the time and place stated in public notices.

(3) *Tabulation.* A tabulation of all bids received shall be made by the Agent and the tabulation shall be available for public inspection in the office of the City Clerk at all reasonable times.

(D) *Rejection of bids.*

(1) *Public interest.* The city shall have the authority to reject all bids, parts of any or all bids, or all bids for any one or more supplies or contractual services included in the proposed contract when the public interest will be served thereby. The city reserves the right to waive technicalities in bidding if such action is deemed to be in the best interest of the city. The ultimate authority to accept, reject or waive technicalities rests with the City Manager.

(2) *Undue influence.* Bids shall be rejected if any bidder has attempted to exert undue influence over the results of the bid including:

(a) The bidder or anyone subject to the bidder's direction or control attempts to pay, give or donate to any officer or employee of the city any money or other thing of value, either directly or indirectly, in procuring the bid;

(b) The bidder or anyone subject to the bidder's direction or control attempts to influence the award of the bid by threat, force or intimidation; or

(c) Any other contact by bidder to any officer or employee of the city other than the designated agent, which in the opinion of the Agent was an attempt to unduly influence the award of the bid.

(3) *Bidders in default to city.* The city shall not accept the bids of a contractor who is in default on the payment of taxes, licenses or other monies due the city.

(4) *Bidders not attending pre-bid conference.* The city shall not accept the bids of a contractor who did not attend a mandatory pre-bid conference.

(5) *Late bids.* No bids shall be accepted after the stated time of the bid opening. Any bid received late shall remain unopened and returned to the bidder.

(E) *Award of contract.*

(1) *Authority in the City Manager.* The City Manager shall have the authority to award contracts and make purchases in an amount established herein or by City Council by resolution, and shall have the authority to bind the city and its' agencies in that regard.

(2) *Lowest and best bidder and best value bidder.* Contracts shall be awarded to the lowest and best bidder or the best value bidder meeting specifications. Bid specifications may include a point system for evaluating the bid. In addition to those factors established by state law, the following factors shall be considered:

(a) The price;

(b) The ability, capacity and skill of the bidder to perform the contract or provide the service required;

(c) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

(d) The character, integrity, reputation judgment, experience and efficiency of the bidder;

(e) The quality of performance of previous contracts or services;

(f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

(g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

(h) The quality, availability and adaptability of the supplies or contractual services to the particular use required;

(i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

(j) Where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award;

(k) The number and scope of conditions attached to the bid; and

(l) If a point system has been utilized in the bid specifications, the number of points earned by the bidder.

(F) *Award to other than lowest secure bidder.* When the award is not given to the lowest secure bidder meeting specifications, such award must be approved by the City Council and a full and complete statement of reasons for placing the order with one other than the lowest secure bidder shall be entered in the minutes of the Council.

(G) *Tie bids.*

(1) *Local bidders.* If two or more bids received are for the same total amount of unit price, quality and service being equal, the contract shall be awarded to the local bidder.

(2) *Bidders of equal status.* Where division (G)(1) above is not determinative, the Agent shall award the contract to one of the tie bidders by drawing lots in public.

(H) *Change orders.* If a bid has been based on a unit price bid, change orders shall be allowed based on the bid unit price without additional advertisement or bidding.

(I) *Performance bonds.* Before entering a contract, the Agent shall have the authority to require a performance bond in such amount as he shall find reasonably necessary to protect the best interests of the city.

(J) *Prohibition against subdivision.* No contract or purchase shall be subdivided to avoid the requirements of this section.

(K) ~~*Open market procedure.* All purchases of supplies, materials, or equipment having an estimated cost less than \$30,000, and all sales of personal property which has become obsolete and unusable, of less than the estimated value of \$ 1,000, may be made on the~~

~~open market, without newspaper city website advertisement and without observing the procedure prescribed in this section for the award of formal contracts.~~

~~—(1) *Minimum number of bids.* All open market purchases in excess of \$5,000 shall, whenever possible, be based on competitive market quotation bids as set forth below, and shall be awarded to the lowest secure bidder in accordance with the standards set forth herein. For purchases from \$5,000 to \$29,999.99, buyer shall make at least three solicitations (written/telephone) for competitive market quotation bids.~~

~~—(2) *Recording.* The Agent shall keep a record of all open market orders and the bids submitted in competition thereon, and such records shall be open to public inspection at all reasonable times.~~

~~—(L) *Federal/state surplus and/or used.* The City Manager may authorize the purchase of used equipment and or items from federal or state surplus sites or from a dealer or auction site provided the item was budgeted and the purchase price does not exceed the budgeted amount for said item.~~

(LM) *Waiver of competitive bidding.* The City Council may waive the requirement for competitive bidding for the purchase of supplies, materials, equipment or contractual services when some material feature or characteristic of the item or service sought to be purchased is unique and the Purchasing Agent has certified that to the best of his or her knowledge, after diligent inquiry, the item or service is available from only one source. The Purchasing Agent may require the department head or official requesting the bid waiver to submit an affidavit identifying the unique and material features or characteristics of the item or service. A full and complete statement of the reasons for approving each waiver of competitive bidding shall be filed with the City Clerk.

§ 37.023 EMERGENCY PURCHASES.

(A) *By Agent.* In case of an apparent emergency which requires immediate purchase of supplies or contractual services, the City Manager, in an amount not to exceed \$50,000 or an amount set by Council by resolution, shall be empowered to grant written authorization to the Agent to secure ~~by open market procedure as herein set forth~~, at the lowest obtainable price, any supplies or contractual services, regardless of the amount of the expenditure. A full report of the circumstances of the emergency purchase shall be filed by the Agent with the City Clerk and shall be open to public inspection.

(B) *By department head.* In case of actual emergency occurring during normal office hours, the head of any using agency may, with the consent of the Agent and the approval of the City Manager, purchase directly any supplies or contractual services whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health, or convenience of the citizens.

Section 2. DECLARATION OF EMERGENCY.

For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma, and the inhabitants thereof, it is necessary that this Ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

Passed and approved this 14th day of May, 2024, in regular session of the Durant City Council.

CITY OF DURANT

MARTIN TUCKER, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:

CYNTHIA J. PRICE
CITY CLERK

ORDINANCE NO. O-2024-01

AN ORDINANCE AMENDING TITLE III, ADMINISTRATION, COMPETITIVE BIDDING REQUIREMENTS; SECTION 37.021 BIDDING REQUIREMENTS, SECTION 37.022 BIDDING PROCEDURES, AND SECTION 37.023 EMERGENCY PURCHASES; DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF DURANT, OKLAHOMA:

Section 1 – The Durant City Code shall be amended as follows:

§ 37.020 COMPETITIVE BIDDING REQUIRED.

All purchases of and contracts for supplies and contractual services as defined herein, and all sales of personal property which has become obsolete and unusable shall be based on competitive bids whenever possible, except as specifically provided herein or otherwise required by law. Purchases and contracts related to construction projects, labor, equipment, material, and repairs by public trusts shall comply with 60 O.S. § 176(G) and construction projects shall comply with the Oklahoma Public Competitive Bidding Act, 61 O.S. §§ 101 et seq.

§ 37.021 BIDDING REQUIREMENTS.

Except as otherwise required by law, the bidding requirements of the city shall be as follows.

(A) *Contractual service purchases.* Contractual services shall be purchased by formal written contract as follows.

(1) Contractual services, when the estimated cost thereof exceeds \$50,000, shall be purchased from the lowest and best bidder or from the best value bidder, after due notice inviting bids.

(2) No bid is required for contractual services, when the estimated cost thereof is \$50,000 or less.

(B) *Supplies, material, and equipment purchases.* Supplies, material, or equipment shall be purchased as follows.

(1) All contractual purchases of supplies, materials, and equipment, when the estimated cost

thereof exceeds \$530,000, shall be purchased by formal written contract or by purchase order from the lowest and best bidder or from the best value bidder, after due notice inviting bids.

(C) *Construction projects.* Construction projects shall be purchased as follows.

(1) All construction projects whereby the estimated cost thereof is over the amount set by the Oklahoma Public Competitive Bidding Act shall be bid in accordance with the requirements of that statute.

(2) All construction projects whereby the estimated cost thereof is less than the amount set by the Oklahoma Public Competitive Bidding Act may be procured by written contract or by purchase order.

(D) *Exception for cooperative purchases.* Notwithstanding the foregoing limitations, competitive bidding shall not be required and the Purchasing Agent shall have the authority, instead, to make purchases from a cooperative purchasing agreement/plan, or under contracts let by the state, when the best interests of the city would be served.

(E) *Surplus property.* No surplus or obsolete supplies, materials, or equipment of a value of more than \$1,000 may be sold until the City Council shall have declared them obsolete or surplus. Before the City Manager sells any surplus or obsolete supplies, materials, or equipment, except as otherwise provided herein, he or she shall advertise them for sale in such manner as he or she deems necessary to adequately reach prospective buyers to give them an opportunity to make bids. All bids shall be sealed and shall be opened in public at a designated time and place, except when the sale is by public auction. The City Manager may repeatedly reject all bids and advertise or give notice again. He or she may sell such supplies, materials, or equipment only to the highest responsible bidder for cash. In case of a tie, he or she may sell to either of the bidders tying, or may divide the sale among the two or more tying, always selling to the highest responsible bidder or bidders for cash.

(F) *City Manager approval limit.* The City Manager has approval authority of purchases, bids, and contracts up to \$50,000.

(G) *Declared local emergency purchases.* During a locally declared emergency, except as otherwise required by law, the bidding requirements established in this section shall be waived.

§ 37.022 BIDDING PROCEDURES.

The following bidding procedures shall apply to those purchases that require a competitive bidding procedure.

(A) *Notice inviting bids.*

(1) *City website.* The Agent shall cause to be published notice inviting bids on the city website at least five days preceding the last day set for the receipt of bids or conducting an auction. The city website notice required herein shall include a general description of the services required or the articles to be purchased or sold and shall state where bid forms and specifications may be obtained and the time and place for opening bids or the public auction.

(2) *Bidders' list.* The Agent shall also solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a bidders' list maintained by the Agent by sending a copy of such city website notice or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitations sent to the vendors on the bidders' list shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

(B) *Bid deposits.* When deemed necessary by the Agent, bid deposits shall be prescribed in the public notices inviting bids. Unsuccessful bidders shall be entitled to return of surety where it has been required. A successful bidder shall forfeit any surety required upon failure on his or her part to enter a contract within ten days after the award.

(C) *Bid opening procedures.*

(1) *Sealed.* Except in the case of public auctions, bids shall be submitted sealed to the office of the City Clerk and shall be identified on the envelopes as bids.

(2) *Opening.* Bids for supplies, materials, equipment or contractual services shall be opened in public at the time and place stated in public notices.

(3) *Tabulation.* A tabulation of all bids received shall be made by the Agent and the tabulation shall be available for public inspection in the office of the City Clerk at all reasonable times.

(D) *Rejection of bids.*

(1) *Public interest.* The city shall have the authority to reject all bids, parts of any or all bids, or all bids for any one or more supplies or contractual services included in the proposed contract when the public interest will be served thereby. The city reserves the right to waive technicalities in bidding if such action is deemed to be in the best interest of the city. The ultimate authority to accept, reject or waive technicalities rests with the City Manager.

(2) *Undue influence.* Bids shall be rejected if any bidder has attempted to exert undue influence over the results of the bid including:

(a) The bidder or anyone subject to the bidder's direction or control attempts to pay, give or donate to any officer or employee of the city any money or other thing of value, either directly or indirectly, in procuring the bid;

(b) The bidder or anyone subject to the bidder's direction or control attempts to influence the award of the bid by threat, force or intimidation; or

(c) Any other contact by bidder to any officer or employee of the city other than the designated agent, which in the opinion of the Agent was an attempt to unduly influence the award of the bid.

(3) *Bidders in default to city.* The city shall not accept the bids of a contractor who is in default on the payment of taxes, licenses or other monies due the city.

(4) *Bidders not attending pre-bid conference.* The city shall not accept the bids of a contractor who did not attend a mandatory pre-bid conference.

(5) *Late bids.* No bids shall be accepted after the stated time of the bid opening. Any bid received late shall remain unopened and returned to the bidder.

(E) *Award of contract.*

(1) *Authority in the City Manager.* The City Manager shall have the authority to award contracts and make purchases in an amount established herein or by City Council by resolution, and shall have the authority to bind the city and its agencies in that regard.

(2) *Lowest and best bidder and best value bidder.* Contracts shall be awarded to the lowest and best bidder or the best value bidder meeting specifications. Bid specifications may include a point system for evaluating the bid. In addition to those factors established by state law, the following factors shall be considered:

(a) The price;

(b) The ability, capacity and skill of the bidder to perform the contract or provide the service required;

(c) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

(d) The character, integrity, reputation judgment, experience and efficiency of the bidder;

(e) The quality of performance of previous contracts or services;

(f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

(g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

(h) The quality, availability and adaptability of the supplies or contractual services to the particular use required;

(i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

(j) Where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award;

(k) The number and scope of conditions attached to the bid; and

(l) If a point system has been utilized in the bid specifications, the number of points earned by the bidder.

(F) *Award to other than lowest secure bidder.* When the award is not given to the lowest secure bidder meeting specifications, such award must be approved by the City Council and a full and complete statement of reasons for placing the order with one other than the lowest secure bidder shall be entered in the minutes of the Council.

(G) *Tie bids.*

(1) *Local bidders.* If two or more bids received are for the same total amount of unit price, quality and service being equal, the contract shall be awarded to the local bidder.

(2) *Bidders of equal status.* Where division (G)(1) above is not determinative, the Agent shall award the contract to one of the tie bidders by drawing lots in public.

(H) *Change orders.* If a bid has been based on a unit price bid, change orders shall be allowed based on the bid unit price without additional advertisement or bidding.

(I) *Performance bonds.* Before entering a contract, the Agent shall have the authority to require a performance bond in such amount as he shall find reasonably necessary to protect the best interests of the city.

(J) *Prohibition against subdivision.* No contract or purchase shall be subdivided to avoid the requirements of this section.

(K) *Federal/state surplus and/or used.* The City Manager may authorize the purchase of used equipment and or items from federal or state surplus sites or from a dealer or auction site provided the item was budgeted and the purchase price does not exceed the budgeted amount for said item.

(L) *Waiver of competitive bidding.* The City Council may waive the requirement for competitive bidding for the purchase of supplies, materials, equipment or contractual

services when some material feature or characteristic of the item or service sought to be purchased is unique and the Purchasing Agent has certified that to the best of his or her knowledge, after diligent inquiry, the item or service is available from only one source. The Purchasing Agent may require the department head or official requesting the bid waiver to submit an affidavit identifying the unique and material features or characteristics of the item or service. A full and complete statement of the reasons for approving each waiver of competitive bidding shall be filed with the City Clerk.

§ 37.023 EMERGENCY PURCHASES.

(A) *By Agent.* In case of an apparent emergency which requires immediate purchase of supplies or contractual services, the City Manager, in an amount not to exceed \$50,000 or an amount set by Council by resolution, shall be empowered to grant written authorization to the Agent to secure, at the lowest obtainable price, any supplies or contractual services, regardless of the amount of the expenditure. A full report of the circumstances of the emergency purchase shall be filed by the Agent with the City Clerk and shall be open to public inspection.

(B) *By department head.* In case of actual emergency occurring during normal office hours, the head of any using agency may, with the consent of the Agent and the approval of the City Manager, purchase directly any supplies or contractual services whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health, or convenience of the citizens.

Section 2. DECLARATION OF EMERGENCY.

For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma, and the inhabitants thereof, it is necessary that this Ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

Passed and approved this 14th day of May, 2024, in regular session of the Durant City Council.

CITY OF DURANT

MARTIN TUCKER, MAYOR
CITY OF DURANT, OKLAHOMA

ATTEST:

CYNTHIA J. PRICE
CITY CLERK