

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 necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

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

August 13, 2024

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Meeting Minutes of July 9, 2024
- b. Consider Approval of Special Called Meeting Minutes of July 16, 2024
- c. Consider Approval of Mayoral Appointments of Dan Craige and Al Olsen to Serve An Additional Three Year Term as an Airport Advisory Board Members
- d. Consider Approval of Mayoral Appointments of Mike Allen, Wayne Jones and Conner Alford to Serve Additional Three-Year Terms as Board of Adjustment Members
- e. Consider Approval of Mayoral Appointments of Clent Horner and Whitney Kerr to Serve Additional Three-Year Terms on the Durant Planning Commission
- f. Consider Approval of Mayoral Appointment of Gloria Hodge for an Additional Three Year Term and Phyllis Rustin for a Three-Year Term to the Donald W. Reynolds Center & Library Advisory Board

- g. Consider Approval of Budget Supplements BA 24-14

2. Consider Items Removed from Consent

3. Information Items

- a. June 2024 Financial Reports and June Sales Tax Report

4. Administration

- a. Consider Approval of Resolution Supporting Continued Participation in Main Street Programs (R-2024-13)
- b. Consider Approval of Ordinance Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency (O-2024-04)
- c. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title V, Chapter 53 by Amending References to the Code of Federal Regulations; and Declaring an Emergency (O-2024-05)
- d. Consider Approval of Agreement Between City of Durant and Theorem LLC for Architectural and Engineering Services for New Animal Shelter in the Amount of \$96,250.00 (C-2024-45)
- e. Consider Approval of Ordinance Amending the Durant Code of Ordinances Title IX, Chapter 96 by Requiring Dogs and Cats to be Sterilized; Providing Exceptions; Establishing Permit; Providing Penalty; and Declaring an Emergency (O-2024-07)
- f. Consider Approval of \$300.00 Deposit Required Towards Sterilization and Vaccination Services in Accordance with Section 96.051 Penalties of the Durant Code of Ordinances
- g. Consideration and Approval for a Re-plat and Rezone Request for 3424 Sunnyside Road
- h. Consideration and Approval for Rezone Request at 319 W. Louisiana St.
- i. Consideration and Approval for a Rezone Request at West Alabama Street and South 2nd Ave
- j. Consideration and Approval for Rezone Request at West Mississippi Street and South 2nd Avenue

k. Consideration and Approval for a Rezone Request at 820 East Main Street

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 5:20 p.m. on the 9th day of August 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of July 9, 2024

Council Information / Action Requested

Approval of Regular Meeting Minutes of July 9, 2024

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

ATTACHMENTS:

1. Durant City Council Minutes 07092024 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 3:50 p.m. on the 5th day of July 2024.



Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL
July 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. 2024 2nd Quarter Employee Service Awards

The following employees were presented with service awards:

5 YEARS

Jeremy Overton (Landfill) Certificate, Pin, \$50
Creston Brown (Library): Certificate, Pin, \$50

15 YEARS

Miles Gooding (Police Admin): Certificate, Pin, \$150

25 YEARS

Phillip Hightower (Public Works): Plaque, Certificate, Pin, \$250

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 June 11, 2024
- b. Consider Approval of Budget Supplements BA 24-13

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. May 2024 Financial Reports and June Sales Tax Report
- b. Quarterly Reports

Jeff Langford, Fire Department
Kathy Moore, Economic Development
Josh Matekovic, Airport
Phillip Hightower, Public Works
Joe Clark, Police Department
TJ Steele, IT Department
Paul Cottrell, Building Inspector
Richard Ezell, Emergency Management
Reed Aichholz, Community Development

4. Administration

- a. 1) Consider Award of Bid for City Hall Roof Repair
- 2) Consider Approval of Contract for City Hall Roof Repair

Motion To: Award Bid for City Hall Roof Repair to All Seasons Contracting in the Amount of \$62,500.00

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Contract Between City of Durant and All Seasons Contracting for City Hall Roof Repair

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Approval of Registration Fee in the Amount of \$80.00 for Mommy and Me Camp through the Parks and Recreation Department

Motion To: Approve Registration Fee in the Amount of \$80.00 for Mommy and Me Camp through the Parks and Recreation Department

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- c. Consideration of Approval for Rezone Request at 3820 W University Blvd

Motion To: Approve Rezone Request at 3820 W. University Boulevard

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- d. Consideration of Approval for a Replat Request at SE Corner of Willow St and N 4th Avenue

Motion To: Approve Replat Request at SE Corner of Willow Street and N 4th Avenue

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- e. Consideration of Approval for a Rezone Request at 407 E. Georgia Street

Motion To: Approve Rezone Request at 407 E. Georgia Street

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- f. Consideration of Approval for a Rezone and Replat Request at 3610 N. 1st Avenue

Motion To: Approve Rezone and Replat Request at 3610 N. 1st Avenue

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

g. Consideration of Approval for a Replat Request Behind 4202 Wilson Street

Motion To: Approve Replat Request Behind 4202 Wilson Street

Motion By: Mike Simulescu

Seconded By: Martin Tucker

Ayes: Fuller, Simulescu, Tucker

Nays: Miller, Sherrer

Abstain: None

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Special Called Meeting Minutes of July 16, 2024

Council Information / Action Requested

Approval of Special Called Meeting Minutes of July 16, 2024

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

ATTACHMENTS:

1. Special Called Durant City Council Minutes 07162024 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 12th day of July 2024 and that an agenda of said meeting was posted at the place of such meeting at 3:30 p.m. on the 12th day of July 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
July 16, 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

ORDER OF BUSINESS

1. Executive Session

- a. Consider Entering Into Executive Session to Discuss Collective Bargaining Agreement Between the City of Durant and the Fraternal Order of Police Lodge 113 for FY 2024-2025. This Executive Session Permitted Under 25 O.S. 307(B)(2)

Motion To: Enter Into Executive Session

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

b. Consider Action Pursuant to Item 1a

Motion To: Adopt Collective Bargaining Agreement Between the City of Durant and the Fraternal Order of Police Lodge 113 for FY 2024-2025 and FY 2025-2026 with Amendment to Article 27 to Cap All Education Incentives Pay to Maximum of \$200 per Month

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

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: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Appointments of Dan Craige and Al Olsen to Serve An Additional Three Year Term as an Airport Advisory Board Members

Mr. Craige and Mr. Olsen held seats on the Airport Advisory Board. Their terms ended in June 2024. Mr. Craige and Mr. Olsen have both expressed their willingness to serve an additional term.

Council Information / Action Requested

Approval of Mayoral Appointment of Dan Craige and Al Olsen to Serve An Additional Three Year Term as an Airport Advisory Board Member

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Appointments of Mike Allen, Wayne Jones and Conner Alford to Serve Additional Three-Year Terms as Board of Adjustment Members

Mike Allen, Wayne Jones and Conner Alford each held a seat on the Board of Adjustment. Their terms ended in June 2024. Mr. Allen, Mr. Jones and Mr. Alford have all stated their willingness to serve an additional term.

Council Information / Action Requested

Approval of Mayoral Appointments of Mike Allen, Wayne Jones and Conner Alford to Serve Additional Terms as Board of Adjustment Members

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Appointments of Clent Horner and Whitney Kerr to Serve Additional Three-Year Terms on the Durant Planning Commission

Clent Horner and Whitney Kerr each held positions on the Durant Planning Commission. Their terms ended in June 2024. Both Mr. Horner and Ms. Kerr have stated their willingness to serve an additional term.

Council Information / Action Requested

Approval of Mayoral Appointments of Clent Horner and Whitney Kerr to Serve Additional Terms on the Durant Planning Commission

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Mayoral Appointment of Gloria Hodge for an Additional Three Year Term and Phyllis Rustin for a Three-Year Term to the Donald W. Reynolds Center & Library Advisory Board

Council Information / Action Requested

Approval of Mayoral Appointment of Gloria Hodge for an Additional Three Year Term and Phyllis Rustin for a Three-Year Term to the Donald W. Reynolds Center & Library Advisory Board

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 24-14

#307 Appropriate funds for Insurance Cash Fund (003) Year End Adjust
#308 Appropriate funds for Capital Improvements Fund (015) Year End Adjust
#309 Appropriate funds for Airport Authority Fund (206) Year End Adjust
#310 Appropriate funds for PD Drug Enforcement Fund (305) Vehicle Purchase transfer to CI

Council Information / Action Requested

Approval of Budget Supplement BA 24-14

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

ATTACHMENTS:

1. BA 24-14 124-127 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT08361 - BA 24-14 124-127

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000307	FY 23/24 ORIGINAL BUDGET	BA 24-14 124 FUND 003 YE ADJUSTMENT	6/30/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
003-000-364-9900	TRSF FROM ENT. FUNDS	BA 24-14 124 FUND 003 YE ADJUSTMENT	-43,559.00	-1,500.00	-45,059.00
June:	-1,500.00				
003-034-530-3047	AUTO & GEN. LIAB. INSURANC	BA 24-14 122 FUND 003 YE ADJUSTMENT	470,000.00	1,500.00	471,500.00
June:	1,500.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000308	FY 23/24 ORIGINAL BUDGET	BA 24-14 125 CI YE ADJUST	6/30/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-364-3050	TRSF FROM PD DRUG ENFORC	BA 24-14 125 CI YE ADJUST	0.00	-1,379.00	-1,379.00
June:	-1,379.00				
015-005-560-6306	VEHICLE(S)	BA 24-14 125 CI YE ADJUST	230,305.00	1,379.00	231,684.00
June:	1,379.00				
015-018-550-5832	EM EQUIPMENT & MISC.	BA 24-14 125 CI YE ADJUST	48,751.00	-5,002.00	43,749.00
June:	-5,002.00				
015-019-570-7800	FUND RESERVE	BA 24-14 125 CI YE ADJUST	750,430.00	5,002.00	755,432.00
June:	5,002.00				
015-805-520-2103	2020 STREET PROFESSIONAL S	BA 24-14 125 CI YE ADJUST	237,693.00	155,288.00	392,981.00
June:	155,288.00				
015-805-560-6200	2020 STREETS PROJECT	BA 24-14 125 CI YE ADJUST	4,433,414.00	-155,288.00	4,278,126.00
June:	-155,288.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000309	FY 23/24 ORIGINAL BUDGET	BA 24-14 126 FUND206 AIRPORT YE ADJUST	6/30/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-361-1400	AIRPORT JET FUEL SALES	BA 24-14 126 FUND206 AIRPORT YE ADJUST	-770,000.00	-342,000.00	-1,112,000.00
June:	-342,000.00				
206-000-361-1500	AIRPORT AV-GAS SALES	BA 24-14 126 FUND206 AIRPORT YE ADJUST	-195,000.00	-90,000.00	-285,000.00
June:	-90,000.00				
206-000-361-4000	MISC. REVENUE	BA 24-14 126 FUND206 AIREVAC FOR HANGA	-129,289.00	-199,763.00	-329,052.00
June:	-199,763.00				
206-000-361-6100	PRIVATE DONATION	BA 24-14 126 FUND206 AIREVAC CHECK TO M	-199,913.00	199,763.00	-150.00
June:	199,763.00				
206-000-364-1100	TRANSFER FROM GENERAL FU	BA 24-14 126 FUND206 AIRPORT YE ADJUST	-300,000.00	300,000.00	0.00
June:	300,000.00				
206-065-510-1100	SALARIES AND WAGES	BA 24-14 126 FUND206 AIRPORT YE ADJUST	319,745.91	-90,000.00	229,745.91
June:	-90,000.00				
206-065-550-5660	BUILDING MAINTENANCE	BA 24-14 126 FUND206 AIRPORT YE ADJUST	28,000.00	-25,000.00	3,000.00
June:	-25,000.00				
206-065-550-5663	VEHICLE MAINTENANCE	BA 24-14 126 FUND206 AIRPORT YE ADJUST	15,000.00	-4,500.00	10,500.00
June:	-4,500.00				

Budget Adjustment Register

Packet: GLPKT08361 - BA 24-14 124-127

206-065-550-5887	AVIATION GASOLINE PURCHAS	BA 24-14 126 FUND206 AIRPORT YE ADJUST	180,000.00	28,000.00	208,000.00
June:	28,000.00				
206-065-560-2204	JET FUEL PURCHASES	BA 24-14 126 FUND206 AIRPORT YE ADJUST	550,000.00	222,000.00	772,000.00
June:	222,000.00				
206-065-599-0030	TRSF TO INSURANCE CASH FUN	BA 24-14 126 FUND206 AIRPORT YE ADJUST	11,780.00	1,500.00	13,280.00
June:	1,500.00				

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000310	FY 23/24 ORIGINAL BUDGET	BA 24-14 FUND 305 FOR VEHICLE	6/30/2024		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
305-005-570-1701	CONTINGENCY RESERVE	BA 24-14 FUND 305 FOR VEHICLE	13,183.00	-1,379.00	11,804.00
June:	-1,379.00				
305-005-599-9902	TRSF TO CAPITAL IMPROVEME	BA 24-14 FUND 305 FOR VEHICLE	0.00	1,379.00	1,379.00
June:	1,379.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
24	FY 23/24 ORIGINAL BUDGE	003-000-364-9900	TRSF FROM ENT. FUNDS	-43,559.00	-1,500.00	-45,059.00
		003-034-530-3047	AUTO & GEN. LIAB. INSURANCE	470,000.00	1,500.00	471,500.00
		015-000-364-3050	TRSF FROM PD DRUG ENFORCEM	0.00	-1,379.00	-1,379.00
		015-005-560-6306	VEHICLE(S)	230,305.00	1,379.00	231,684.00
		015-018-550-5832	EM EQUIPMENT & MISC.	48,751.00	-5,002.00	43,749.00
		015-019-570-7800	FUND RESERVE	750,430.00	5,002.00	755,432.00
		015-805-520-2103	2020 STREET PROFESSIONAL SERV	237,693.00	155,288.00	392,981.00
		015-805-560-6200	2020 STREETS PROJECT	4,433,414.00	-155,288.00	4,278,126.00
		206-000-361-1400	AIRPORT JET FUEL SALES	-770,000.00	-342,000.00	-1,112,000.00
		206-000-361-1500	AIRPORT AV-GAS SALES	-195,000.00	-90,000.00	-285,000.00
		206-000-361-4000	MISC. REVENUE	-129,289.00	-199,763.00	-329,052.00
		206-000-361-6100	PRIVATE DONATION	-199,913.00	199,763.00	-150.00
		206-000-364-1100	TRANSFER FROM GENERAL FUND	-300,000.00	300,000.00	0.00
		206-065-510-1100	SALARIES AND WAGES	319,745.91	-90,000.00	229,745.91
		206-065-550-5660	BUILDING MAINTENANCE	28,000.00	-25,000.00	3,000.00
		206-065-550-5663	VEHICLE MAINTENANCE	15,000.00	-4,500.00	10,500.00
		206-065-550-5887	AVIATION GASOLINE PURCHASES	180,000.00	28,000.00	208,000.00
		206-065-560-2204	JET FUEL PURCHASES	550,000.00	222,000.00	772,000.00
		206-065-599-0030	TRSF TO INSURANCE CASH FUND	11,780.00	1,500.00	13,280.00
		305-005-570-1701	CONTINGENCY RESERVE	13,183.00	-1,379.00	11,804.00
		305-005-599-9902	TRSF TO CAPITAL IMPROVEMENT	0.00	1,379.00	1,379.00
			24 Total:	5,650,540.91	0.00	5,650,540.91
			Grand Total:	5,650,540.91	0.00	5,650,540.91

Fund Summary

Fund	Before	Adjustment	After
Budget Code:24 - FY 23/24 ORIGINAL BUDGET Fiscal: 2023-2024			
003	426,441.00	0.00	426,441.00
015	5,700,593.00	0.00	5,700,593.00
206	-489,676.09	0.00	-489,676.09
305	13,183.00	0.00	13,183.00
Budget Code 24 Total:	5,650,540.91	0.00	5,650,540.91
Grand Total:	5,650,540.91	0.00	5,650,540.91



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: June 2024 Financial Reports and June Sales Tax Report

June 2024
General Fund (001)
Capital Improvements Fund (015)
DCUA (405) - Utility Authorities Fund
AND
July 2024
Sales Tax Breakdown
1% Sales Tax 10-Year History
1% Sales Tax Monthly Average

Council Information / Action Requested
Information Only

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

ATTACHMENTS:

1. June 2024 GF (001) Revenue & Expense Report
2. June 2024 CI (015) Revenue & Expense Report
3. June 2024 DCUA (405) Revenue & Expense Report
4. July 2024 Sales Tax Breakdown
5. July 2024 1% Sales Tax 10-Year History
6. July 2024 1% Sales Tax Monthly Average

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
JUNE 2024 - 100% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
Sales Tax (2%)	799,413	10,003,780	9,107,643	109.84%
Use Tax	210,466	2,972,108	2,036,880	145.91%
Alcoholic Beverage Tax	18,073	206,120	220,000	93.69%
Tobacco Excise Tax	13,404	138,248	170,000	81.32%
Telephone Franchise Tax	1	4,239	75,000	5.65%
Electric Service Franchise Tax	72,130	1,284,135	1,945,000	66.02%
Natural Gas Franchise Tax	4,086	67,206	512,000	13.13%
Cable TV Service Franchise Tax	-	56,864	150,000	37.91%
Vehicle Tax	16,018	143,940	135,000	106.62%
Gasoline Excise Tax	3,089	34,681	50,000	69.36%
Licenses - All Types	18,300	42,720	17,000	251.29%
Permits - All Types	18,107	359,433	346,000	103.88%
Swimming Pool Revenues	32,528	100,308	65,500	153.14%
Library Café Revenues	247	3,597	3,000	119.90%
Parks & Rec. Facility Rent Rev	-	2,431	-	0.00%
Charges For Services	6,903	81,905	34,000	240.90%
Police Bonds & Fines	57,511	727,180	581,400	125.07%
Interest Earnings	47,678	260,207	35,000	743.45%
Grant Revenues	-	70,692	101,146	69.89%
Miscellaneous Revenues	25,449	302,987	213,186	142.12%
Sub-Total Revenues	1,343,405	16,862,780	15,797,755	106.74%
Transfer from Emp Insurance	-	-	-	%
Transfer from Utility Authority	191,663	2,300,000	2,300,000	100.00%
	191,663	2,300,000	2,300,000	100.00%
USE OF FUND BALANCE		0	3,101,545	
Total Revenues & Other Financing Sources	1,535,068	19,162,780	21,199,300	90.39%
Department:	This Period	Year-To-Date	Current FY23/24 Budget	% of Budget Y-T-D
City Administration	52,155	879,737	895,426	98.25%
City Clerk	7,705	91,760	102,086	89.88%
City Treasurer	31,392	377,456	406,007	92.97%
Legal Services - Attorney	14,805	93,993	130,000	72.30%
Law Enforcement - Police Dept	411,337	5,507,561	6,188,230	89.00%
Neighborhood Services	25,768	355,651	569,238	62.48%
Fire Dept	329,411	4,349,793	4,424,079	98.32%
Parks, Rec & General Services	65,120	799,823	956,891	83.59%
Swimming Pool	41,870	155,236	221,619	70.05%
Municipal Court	11,503	175,549	194,523	90.25%
Community Development	30,189	376,607	525,068	71.73%
Public Library	64,823	773,720	813,193	95.15%
Street Department	114,330	1,403,626	1,848,047	75.95%
Economic Development	9,816	136,954	192,197	71.26%
Civil Emergency Management	39,840	488,929	560,300	87.26%
General Government	38,495	626,851	932,352	67.23%
City Garage	24,586	296,159	335,336	88.32%
Senior Citizens Center	31,906	131,530	154,392	85.19%
Sub-Total Operating Expenditures	1,345,052	17,020,932	19,448,985	87.52%
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	33,337	400,000	400,000	100.00%
Transfer to DMSC Fund	200,000	200,000	200,000	100.00%
Transfer to Capital Impr. Fund	28,436	28,436	28,436	100.00%
Transfer to Cemetery Operations Fund	7,500	90,000	90,000	100.00%
Transfer to DCUA Fund	-	600,000	600,000	100.00%
Sub-Total Transfers Out	269,273	1,450,315	1,750,315	82.86%
Total Expenditures & Other Financing Sources	1,614,325	18,471,247	21,199,300	87.13%
Net Gain / (Loss) - Excluding Balance Forward	(79,258)	691,533	0	

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report JUNE 30, 2024

Revenue Type:	This Period	Year-To-Date	Current FY23/24 Budget
Interest Earnings	25,631	74,148	-
Miscellaneous	9,050	104,497	78,348
CCPF Donation	-	230,600	300,000
FAA Grant	-	66,023	332,070
ODOT Streetscape V Grant	-	-	399,968
Private Donation	-	66,556	79,089
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	11,172	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	34,681	710,026	3,543,481
TRSF From General Fund	28,436	28,436	28,436
TRSF From 1% S.T. Rev. Fund	186,888	2,448,068	2,000,000
TRSF From Airport Authority	-	199,763	199,763
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	125,000	1,500,000	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	340,324	10,527,974	51,294,107
Balance Forward from FY20 (Unaudited)			2,244,035
Total Revenue & Other Financing Sources	375,005	11,238,000	57,081,623

Expenditure Type:	This Period	Year-To-Date	Current FY23/24 Budget
Law Enforcement - Police Dept	29,799	249,532	303,813
Animal Control Facility	-	1,012	113,577
Neighborhood Services	-	3,504	8,950
Communication Ctr.	-	-	100,500
Fire Dept	-	874,198	980,031
Parks, Rec, & Gen Services	-	741,478	1,041,003
Pool	253	3,170	150,000
Community Development	-	-	25,000
Street	-	1,472,346	2,330,928
Economic Development	-	-	-
Civil Emergency Management	65,330	495,246	615,058
General Government	65,165	568,157	2,154,271
Information Technology	-	-	206,476
City Garage	-	4,012	104,212
Senior Citizens Center	-	-	-
Public Works Administration	-	-	18,192
Water / Sewer Line Maintenance	206,255	792,794	4,226,103
Water Treatment Plant	169,732	330,874	543,108
Wastewater Treatment Plant	-	-	263,192
Collection-Solid Waste	-	818,259	1,100,000
Lake Durant	-	28,227	35,000
Disposal- Solid Waste	-	489,328	1,041,740
Eaker Field Airport	49,632	380,431	1,703,966
Sub-Total Expenditures	586,165	7,252,567	17,065,120
Sub-total of Transfer Expenses	-	-	-
Total Expenses	586,165	7,252,567	17,065,120
2020 U.S.T.R.N. Exp.	26,860	1,321,982	5,411,631
2020 CWSRF Exp.	-	1,237,100	12,070,372
2023 CWSRF WWTP IMPV.2 EXO	-	-	22,534,500
Total Fund Expenditures	613,025	9,811,649	57,081,623
Net Gain / (Loss) - Excluding Balance Forward	(238,020)	1,426,351	-

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

Monthly Revenue and Expense Report
JUNE 2024 -100% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Licenses and Permits	220	17,259	9,000
Laboratory Test Performed	1,548	19,906	20,000
Water Service - City-Wide	298,856	3,635,206	4,000,000
Water Sales - RW Dist. #2	3,034	36,403	37,000
Water Sales - RW Dist. #5	103,896	1,087,698	1,250,000
Sewer Service Fees	253,078	3,150,620	2,800,000
Sewer Excessive Strength Fees	15,316	64,724	-
Sanitation Service Fees	301,129	3,562,809	3,700,000
Sanitation - Roll off Bins Revenue	66,941	740,682	700,000
Sanitation - Compactor Revenue	54,936	594,062	500,000
Landfill Gate Fees (excluding Xfer ST.)	22,047	129,104	300,000
Transfer Station Fees Revenue	22,027	172,612	250,000
Interest Earnings	26,873	125,464	20,000
Agri. Lease Revenue	-	4,600	4,500
Late Payment Penalties	8,364	111,494	110,000
Non Payment Fee	2,987	117,318	155,000
Bad Debt Collect Fees Revenue	442	6,885	4,200
Water Tower Lease	6,830	56,421	120,000
DCUA Service Initiation Fee	3,630	35,620	27,000
Tap Fees: Water & Sewer	19,631	252,705	110,000
Recyclable Products SW Dis.	-	7,199	7,000
Interest Earnings in 2007 USSTRN Proj. Acct.	241	2,559	450
Miscellaneous Revenues	33,377	78,682	17,543
2020 Airport Tank Principal Pymt	-	21,357	21,357
2020 Airport Tank Interest Pymt	-	722	722
2020 LED Proj. Principal FM GF	(130)	51,747	51,747
2020 LED Proj. Interest FM GF	130	200	200
Trans from emp insurance 005	-	99,000	99,000
Trans from General Fund	-	600,000	600,000
Sub-Total Operating Revenues	1,245,401	14,783,056	14,914,719

USE OF FUND BALANCE

			80,390
Total Revenues & Other Financing Sources	1,245,401	14,783,056	14,995,109

Expense Type:	This Period	Year-To-Date	Current FY 23/24 Budget
Public Works Administration	15,985	223,000	266,790
Utility Billing	57,088	581,886	689,025
Water/Sewer Line Maintenance	92,086	1,109,953	1,209,573
Water Treatment Plant	156,769	1,430,831	1,890,438
Wastewater Treatment Plant	73,387	1,150,887	1,412,711
Solid Waste - Collections	82,474	1,158,204	1,318,467
Utility General Administration	1,033	389,131	1,779,828
Lake Durant	4,787	58,933	68,550
Solid Waste - Disposals	128,984	2,008,692	2,195,665
Sub-Total Operating Expenses	612,591	8,111,518	10,831,047

Transfer to Insurance Cash Fund	-	194,562	194,562
Transfer to I.T. service Fund 010	-	-	-
Transfer to General Fund	191,663	2,300,000	2,300,000
Transfer to Risk MGT. Fund	-	-	-
Transfer to Capital Improvement Fund	125,000	1,500,000	1,500,000
Transfer 2007 USSTRN To CI Fund 015	-	-	-
Transfer to DMSC Fund 500	-	-	-
Transfer to Airport Authority	13,375	160,500	160,500
Transfer to DCUA Sinking Fund	750	9,000	9,000
Sub-Total Transfer Expenses	330,788	4,164,062	4,164,062

Reserve - Contingency

Reserve for Payroll

DCUA Fund Expense & Transfer Totals:	330,788	4,164,062	4,164,062
Total Fund Expenses & Transfers	943,379	12,275,580	14,995,109
Net Gain / (Loss) - Excluding Balance Forward	302,021	2,507,476	-

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$415,326.59
2% General Operations-For General Operation	\$830,653.19
1/4% Economic Development- Fund 110 for Indurstry Improv	\$103,831.65
1/4% Multi-Sports Facilities -For DMSC	\$103,831.65
1/4% SOSU Improvements-For SOSU Football Field & Arena	\$103,831.65
5/8% DISD Improvements - for High School	\$259,579.12
Total Sales Tax Rev. July 4-3/8%	\$1,817,053.85

\$571,074.07

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

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	% Change	Single Month Period
July	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	428,333	415,327	-3.03%	June / July
August	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	445,870			July / Aug.
September	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	426,408			Aug. / Sept.
October	\$292,477	\$295,814	\$313,960	\$305,445	329,146	359,331	394,840	423,692	440,473			Sept. / Oct.
November	\$263,753	\$305,225	\$317,104	\$292,323	322,363	360,649	383,784	417,467	415,755			Oct. / Nov.
December	\$280,961	\$282,558	\$287,917	\$302,025	336,928	342,145	389,101	411,863	415,785			Nov. / Dec.
January	\$303,941	\$316,625	\$319,265	\$319,947	331,582	348,969	399,365	411,980	417,692			Dec. / Jan.
February	\$282,081	\$304,006	\$314,369	\$300,025	340,113	351,684	430,326	422,394	419,238			Jan. / Feb.
March	\$255,710	\$278,891	\$281,267	\$275,318	295,098	347,403	350,947	381,905	377,515			Feb. / March
April	\$290,669	\$305,276	\$313,062	\$299,350	328,110	333,643	403,097	406,036	380,313			March / Aprl.
May	\$286,450	\$317,742	\$325,558	\$332,701	331,431	439,672	411,741	446,047	434,804			Aprl. / May
June	\$277,462	\$298,475	\$286,097	\$318,281	\$332,952	\$428,168	\$403,495	\$413,350	\$399,706			May / June
Total	\$3,430,849	\$3,594,364	\$3,699,166	\$3,708,275	\$3,962,165	\$4,434,490	\$4,780,305	\$5,007,988	\$5,001,890	\$415,327		8,868,979.72
FY Monthly Average	\$285,904	\$299,530	\$308,264	\$309,023	\$330,180	\$369,541	\$398,359	\$417,332	\$416,824	\$415,327		
% change from prior yr.	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	-0.12%	-0.35%		
\$ change from prior yr.	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	227,683	(6,098)	(17,571)		

Current Month Sales Tax Revenue Data

1/4% Economic Development (eff)	\$103,831.65
1/4% Multi-Sports Facilities (eff)	\$103,831.65
1/4% SOSU Improvements (effect)	\$103,831.65
1% Capital Improvements (effectiv	\$415,326.59
2% General Operations	\$830,653.19
5/8% DISD Improvements (effecti	\$259,579.12
Total Sales Tax Rev. July 2024 @	\$1,817,053.85

* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)

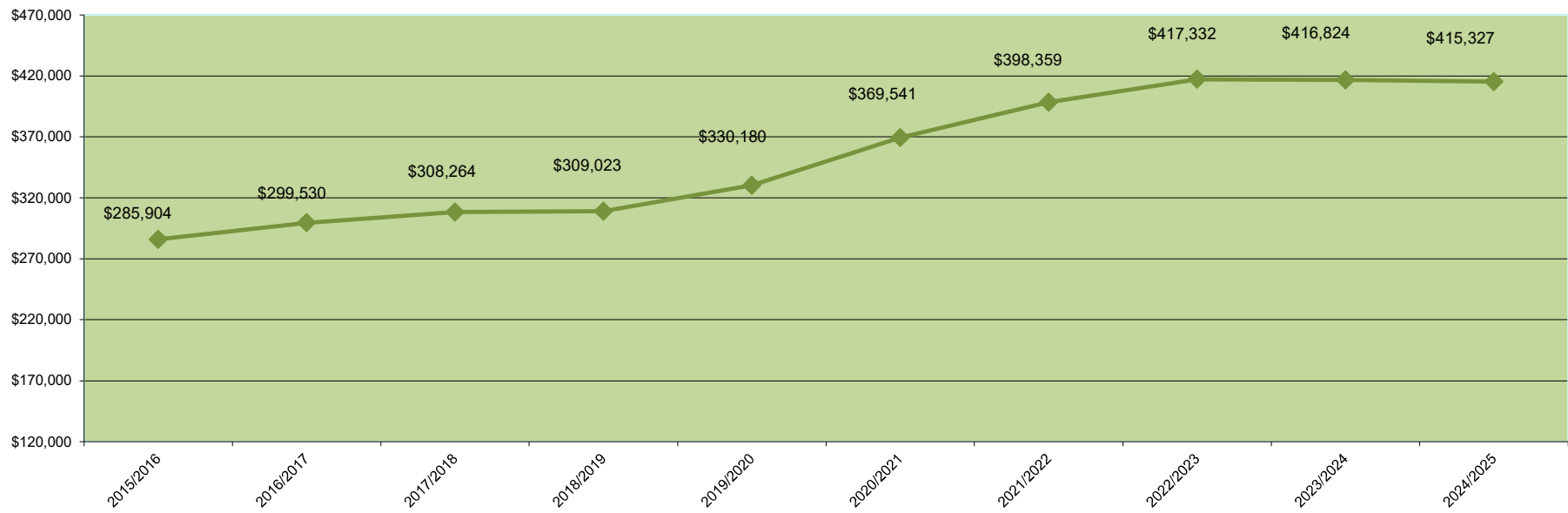
Use Tax	
\$43,592.35	\$303,171.47

DISD Monthly

1% Sales Tax - Current Annual Growth

Previous 12 - Month Period	Current 12 - Month Period	% Change
\$5,006,455	\$4,988,884	-0.35%

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





The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Approval of Resolution Supporting Continued Participation in Main Street Programs (R-2024-13)

Council Information / Action Requested

Approval of Resolution Supporting Continued Participation in Main Street Programs (R-2024-13)

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

ATTACHMENTS:

1. R-2024-13 Supporting Continued Participation in Main Street Programs UNSIGNED

Resolution No. R-2024-13

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/ private effort to revitalize their “Main Street” areas, and

WHEAREAS, the City of Durant desires to continue participating in the Oklahoma Main Street Center,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURANT:

SECTION 1. That the City of Durant supports the participation in the 2024 / 2025 Oklahoma Main Street Center with the specific goal of revitalizing the historic central business district using the Main Street 4-Point Approach TM to economic revitalization.

Section 2. That the City of Durant understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown/historic commercial districts.

ADOPTED THIS 13th DAY OF AUGUST, 2024.

Mayor Martin Tucker

Attest:

City Clerk Cynthia J. Price



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Ordinance Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency (O-2024-04)

Council Information / Action Requested

Approval of Ordinance Enacting and Adopting the Supplement to the Code of Ordinances for the City of Durant, Oklahoma, and Declaring an Emergency (O-2024-04)

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

ATTACHMENTS:

1. O-2024-04 Enacting and Adopting the Supplement to the Code of ORdinances for the City of Durant, Oklahoma, and Declaring an Emergency UNSIGNED

ORDINANCE NO. O-2024-04

AN ORDINANCE ENACTING AND ADOPTING THE SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF DURANT, OKLAHOMA, AND DECLARING AN EMERGENCY

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the 2024 S-3 Supplement to the Code of Ordinances of the City of Durant, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of the City of Durant; and

WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Oklahoma Code; and

WHEREAS, it is the intent of the Durant City Council to accept these updated sections in accordance with the changes of the law of the State of Oklahoma; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at any early date;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA:

Section 1. That the 2024 S-3 Supplement to the Code of Ordinances of the City of Durant as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the Mayor and City Council and the Clerk of the City of Durant is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.

Section 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

PASSED AND ADOPTED by the Mayor and City Council of the City of Durant, Oklahoma on this 13th day of August 2024 with the Emergency Clause passed separately.

CITY OF DURANT

Martin Tucker, Mayor

ATTEST:

Cynthia J. Price, City Clerk



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Phillip Hightower, Public Works Director
Re: Consider Approval of Ordinance Amending the Durant Code of Ordinances Title V, Chapter 53 by Amending References to the Code of Federal Regulations; and Declaring an Emergency (O-2024-05)

Council Information / Action Requested

Approval of Ordinance Amending the Durant Code of Ordinances Title V, Chapter 53 by Amending References to the Code of Federal Regulations; and Declaring an Emergency (O-2024-05)

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

ATTACHMENTS:

1. O-2024-05 Wastewater Treatment Ordinance

ORDINANCE NO. O-2024-05

AN ORDINANCE AMENDING THE DURANT CODE OF ORDINANCES TITLE V, CHAPTER 53 BY
AMENDING REFERENCES TO THE CODE OF FEDERAL REGULATIONS; MODIFYING SURCHARGE
PROVISIONS; and DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF DURANT, OKLAHOMA:

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

§ 53.004 DEFINITIONS.

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

ACT or THE ACT. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. §§ 1251 et seq.

APPROVAL AUTHORITY. State of Oklahoma Department of Environmental Quality.

AUTHORIZED REPRESENTATIVE OF THE USER.

(1) If the user is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to ensure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual or general permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in divisions (1) through (3) above may designate a duly authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city IPD.

BEST MANAGEMENT PRACTICES or **BMPs**. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in § [53.015](#)(A) and (B) of this chapter (40 C.F.R. § 403.5(a)(1) and (b)). **BMPs** include treatments requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND or **BOD₅**. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20°C, usually expressed as a concentration (such as, mg/l).

CATEGORICAL INDUSTRIAL USER. An industrial user subject to a categorical pretreatment standard or categorical standard.

CATEGORICAL PRETREATMENT STANDARD or **CATEGORICAL STANDARD**. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with § 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 C.F.R. Chapter I, Subchapter N, Parts 405 through 471 and all Parts now existing or hereinafter added and all amendments thereto.

CITY. The City of Durant or the City Council of Durant.

COMPOSITE SAMPLE. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

CONTROL AUTHORITY. The City of Durant.

DAILY MAXIMUM. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

DAILY MAXIMUM LIMIT. The maximum allowable discharge limit of a pollutant during a calendar day. Where **DAILY MAXIMUM LIMITS** are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where **DAILY MAXIMUM LIMITS** are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

ENVIRONMENTAL PROTECTION AGENCY or **EPA**. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

EXISTING SOURCE. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards,

which will be applicable to such source if the standard is thereafter promulgated in accordance with § 307 of the Act.

GRAB SAMPLE. A sample which is taken from a wastestream without regard to the rate of flow in the wastestream and over a period of time not to exceed 15 minutes.

INDIRECT DISCHARGE or DISCHARGE. The introduction of pollutants into the POTW from any nondomestic source regulated under § 307(b), (c), or (d) of the Act.

INDUSTRIAL WASTES. All water-borne solids, liquids, or gaseous wastes resulting from any industrial, manufacturing, or food processing operation or process, or from the development of any natural resource, or any mixture of these with water or domestic sewage as distinct from normal domestic sewage.

INSTANTANEOUS MAXIMUM ALLOWABLE DISCHARGE LIMIT. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERFERENCE. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the city's OPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/ regulatory provisions or permits issued there under, or any more stringent state or local regulations: § 405 of the Act; the Solid Waste Disposal Act, being 42 U.S.C. §§ 6901 et seq., including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA), being 42 U.S.C. §§ 6901 et seq.; any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act, being 42 U.S.C. §§ 6901 et seq.; the Clean Air Act; the Toxic Substances Control Act, being 15 U.S.C. §§ 2601 et seq.; and the Marine Protection, Research, and Sanctuaries Act, being 16 U.S.C. §§ 1431 et seq. and 33 U.S.C. §§ 1401 et seq.

LOCAL LIMITS. Specific discharge limits developed and enforced by the city upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 C.F.R. § 403.5(a)(1) and (b).

MEDICAL WASTE. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MONTHLY AVERAGE. The sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

MONTHLY AVERAGE LIMIT. The highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

NEW SOURCE.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under § 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located;

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of divisions (1)(b) or (1)(c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this definition has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program:

1. Any placement, assembly, or installation of facilities or equipment; or
2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts, which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this division (3)(b).

NON-CONTACT COOLING WATER. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

PASS THROUGH. A discharge, which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from

other sources, is a cause of a violation of any requirement of the city's OPDES permit, including an increase in the magnitude or duration of violation.

PERSON. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

POLLUTANT. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (such as, pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

PRETREATMENT. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

PRETREATMENT COORDINATOR. The person designated by the city to supervise along with the Superintendent the operation of the POTW, and who is charged with certain duties and responsibilities by this chapter, or a duly authorized representative.

PRETREATMENT REQUIREMENTS. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

PRETREATMENT STANDARD, NATIONAL PRETREATMENT STANDARD, or STANDARD. Prohibited discharge standards, categorical pretreatment standards, and local limits.

PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGES. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in § [53.015](#) of this chapter.

PUBLICLY OWNED TREATMENT WORKS or POTW. A "treatment works," as defined by § 212 of the Act (33 U.S.C. § 1292), which is owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

SANITARY SEWER. A sewer which carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

SEPTIC TANK WASTE. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

SEWAGE. Human excrement and gray water (household showers, dishwashing operations, and the like).

SIGNIFICANT INDUSTRIAL USER. Except as provided in divisions (3) and (4) below:

- (1) An industrial user subject to categorical pretreatment standards;
- (2) An industrial user that:
 - (a) Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 - (b) Contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - (c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) The city may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - (a) The industrial user, prior to the city's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (b) The industrial user annually submits the certification statement required in § 53.108(B) of this chapter, together with any additional information necessary to support the certification statement; and
 - (c) The industrial user never discharges any untreated concentrated wastewater.
- (4) Upon a finding that a user meeting the criteria in division (2) above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 C.F.R. § 403.8(f)(6), determine that such user should not be considered a significant industrial user.

SLUG LOAD or SLUG. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in § 53.015 of this chapter.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE. A classification pursuant to the *Standard Industrial Classification Manual* issued by the United States Office of Management and Budget.

STORM DRAIN (sometimes termed **STORM SEWER**). A sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

STORM WATER. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

SUSPENDED SOLIDS. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

USER or INDUSTRIAL USER. A source of indirect discharge to the POTW.

WASTEWATER. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER TREATMENT PLANT or TREATMENT PLANT. That portion of the POTW, which is designed to provide treatment of municipal sewage and industrial waste.

(Prior Code, § 53.004) (Ord. 1590, passed 4-14-2009)

§ 53.016 NATIONAL CATEGORICAL PRETREATMENT STANDARDS.

The national categorical pretreatment standards found at 40 C.F.R. Chapter I, Subchapter N, Parts 405 through 471 and all Parts now existing or hereinafter added, and all amendments thereto, are hereby incorporated.

(A) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Pretreatment Department may impose equivalent concentration or mass limits in accordance with 40 C.F.R. § 403.6(c).

(B) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Pretreatment Department shall impose an alternate limit using the combined wastestream formula in 40 C.F.R. § 403.6(e).

(C) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 C.F.R. § 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

(D) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 C.F.R. § 403.15.

(E) Where an industry may be subject to production-based categorical pretreatment standards, the Pretreatment Department may impose equivalent concentration or mass limitations in accordance with 40 C.F.R. § 403.6(c)(2)-(4).

(Prior Code, § 53.011) (Ord. 1590, passed 4-14-2009)

§ 53.237 SURCHARGES.

(A) Surcharges will be administered for the discharge of excessive strength BOD₅, TSS, and FOG when the limits stated in this chapter are exceeded. These charges are in addition to any sewer use charges incurred by the user and shall be according to the fee schedule.

(1) For the purpose of this section, **EXCESSIVE STRENGTH WASTEWATER** means wastewater discharged into the POTW in which the average concentrations of biochemical oxygen demand (BOD₅) exceeds ~~225~~ 300 mg/l, and/or the average concentration of total suspended solids (TSS) exceeds ~~200~~ 250 mg/l, and/or the average concentration of fats, oils, and grease (FOG) exceeds 200 mg/l.

(2) In order to recover the costs of treating excessive strength wastewater, the city reserves the right to apply a surcharge to any user identified as discharging excessive strength wastewater. Surcharges shall be calculated on the basis of mass (measured in pounds) in accordance with the following formula:

$$P = (C - X) \times MG \times 8.34$$

Where:

P	=	Pounds of pollutant applicable to surcharge
C	=	Concentration of pollutant in mg/l measured in the discharge
X	=	Allowable concentration of pollutant in mg/l
MG	=	Total flow in million gallons discharged during the reporting period
8.34	=	Conversion factor

(3) There will be no surcharge, nor will there be any reduction in the base level charge, when C is equal to or less than the concentration limits for each respective pollutant.

(4) If only one sample is collected during the reporting period, any surcharge fee that is applicable to said sample shall apply to the total flow discharged in the reporting period both before and after the sample is collected.

(5) If more than one sample is collected during the reporting period, the first sample surcharge is calculated by using the total flow discharged from the first day of the reporting period until the date of the second sample. The second sample surcharge is calculated using the remaining days in the reporting period. Subsequent sample surcharges shall be calculated in the same manner using the total flow discharged until the date of subsequent sample collection.

(B) The sewage from individual residences known to discharge only domestic wastewater is assumed to be of normal strength and will not ordinarily be analyzed.

(Prior Code, § 53.151) (Ord. 1590, passed 4-14-2009)

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 13th day of August, 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



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Pam Polk, City Manager
Re: Consider Approval of Agreement Between City of Durant and Theorem LLC for Architectural and Engineering Services for New Animal Shelter in the Amount of \$96,250.00 (C-2024-45)

Council Information / Action Requested

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

ATTACHMENTS:

1. C-2024-45 Agreement Between City and Theorem LLC for Architectural and Engineering Services for New Animal Shelter UNSIGNED



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of August in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

, City of Durant
300 W Evergreen Street. Durant, OK 74701
Telephone Number: 580-931-6600

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

, Theorem, LLC
126 N 4th Avenue. Durant, OK 74701
Telephone Number: 580-745-9418
Fax Number: 580-745-9662

for the following Project:
(Name, location and detailed description)

Durant Animal Shelter

City of Durant

The City of Durant is looking to construct a new animal shelter facility. The city owns two parcels of land on the south side of E Georgia Street, off of Hwy 78. These lots combined are approximately 0.8 acres.

City staff anticipate the need for approximately 50 dog boarding kennels for healthy animals, 10-12 kennels for quarantine dogs, 12 +/- feline kennels + feline quarantine. Staff currently utilizes a 20

ft shipping container for their bulk food storage, but would like a storage room within the conditioned facility as well for immediate needs. A small veterinary/care room will be needed, as well as, adoption

room, admin office space, small reception/lobby, a fenced yard for animal play, fenced area for loading/

unloading animals, fenced area for city vehicles after hours parking, exterior and interior security cameras.

Special sanitary sewer accommodations may be required for outbound sewer carrying animal waste.

The Owner and Architect agree as follows.

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- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Theorem is providing architectural and engineering services for the design, construction documents, bidding and construction administration for a new city animal shelter, located on anticipated to be located on E Georgia Street in Du rant.

Description: The City of Durant is looking to construct a new animal shelter facility. The city owns two parcels of la nd on the south side of E Georgia Street, off of Hwy 78. These lots combined are approximately 0.8 acres.

City staff anticipate the need for approximately 50 dog boarding kennels for healty animals, 10-

12 kennels for quarantine dogs, 12 +/- feline kennels + feline quarantine. Staff currently utilizes a 20 ft shipping container for their bulk food storage, but would like a storage room within the conditioned

facility as well for immediate needs. A small veterinary/care room will be needed, as well as, adoption room, admin office space, small reception/lobby, a fenced yard for animal play, fenced area for loading/unloading animals, fenced area for city vehicles after hours parking, exterior and interior security cameras.

Special sanitary sewer accommodations may be required for outbound sewer carrying animal waste.

We anticipate a facility of approximately 3,500 SF to be sufficient for this facility. Scope of Services & Deliverables:

Architectural Services and Construction Documents:- Observe existing site conditions.-

Obtain any surveys, reports, deeds, and information performed for the site.- Take on-site measurements and document as-built conditions of any existing and/or adjacent facilities, which may effect the project.-

Architectural plans including but not limited to Life Safety Plans, Dimension Floor plans, Elevations, Structural Plans, Mechanical, Electrical & Plumbing Engineering, Fire Sprinkler design & specifications (if required), Site Plans, Construction Details/Specifications,

Project Construction Manual, 3D Renderings and Presentations to City of Durant as required.-

Building Permit Applications (where required) and submittal packages- CAD drawings and specifications-

Public Bidding Process & Construction Administration Assumptions:-

City of Durant will be able to provide public utility information surrounding the site.- A re-

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plat will be required, per City of Durant ordinances, for this location, as this site is currently two separate parcels.
Schedule: Our current work load would allow us to begin work on a project of this scope beginning in
August 2024 with Design and Engineering completed by December 2024. Fees & Project Budget:-
Anticipated Construction Budget: \$1,250,000.00- Architectural & Engineering \$96,250.00
Estimated Project Budget: \$1,346,250.00

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1M / \$2M

.2 Automobile Liability

NA

.3 Workers' Compensation

Statutory

.4 Professional Liability

\$1M / \$2M

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written

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notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

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Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The

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Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Professional Land Surveyor/Civil Engineering for site grading/drainage/utilities

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

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§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the

place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Cost of work completed to date.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

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written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$96,250.00

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

These fees are included in Basic Services Fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Construction Documents Phase	<u>Forty-five</u>	percent (	<u>45</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

NA

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

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OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Shane Knight, AIA, Principal

(Printed name, title, and license number, if required)

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/

Certification of Document's Authenticity**AIA® Document D401™ – 2003**

I, Shane Knight, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 17:23:13 ET on 08/09/2024 under Order No. 4104251023 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Joe Clark, Interim Police Chief
Re: Consider Approval of Ordinance Amending the Durant Code of Ordinances Title IX, Chapter 96 by Requiring Dogs and Cats to be Sterilized; Providing Exceptions; Establishing Permit; Providing Penalty; and Declaring an Emergency (O-2024-07)

Council Information / Action Requested

Approval of Ordinance Amending the Durant Code of Ordinances Title IX, Chapter 96 by Requiring Dogs and Cats to be Sterilized; Providing Exceptions; Establishing Permit; Providing Penalty; and Declaring an Emergency (O-2024-07)

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

ATTACHMENTS:

1. O-2024-07 Amending Durant Code of Ordinances Title IX, Chapter 96 (2)

ORDINANCE NO. O-2024-07

**AN ORDINANCE AMENDING THE DURANT CODE OF ORDINANCES TITLE IX, CHAPTER 96 BY
REQUIRING DOGS AND CATS TO BE STERILIZED; PROVIDING EXCEPTIONS; ESTABLISHING
PERMIT; PROVIDING PENALTY; and DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF DURANT, OKLAHOMA:

**SECTION 1 – THAT THE FOLLOWING NEW SECTIONS ARE ADDED TO THE DURANT CITY CODE
SUCH THAT THERE NOT BE A DUPLICATION IN NUMBERING:**

§96.048 – SPAY OR NEUTER REQUIRED

- A. On or after November 1, 2024, it is unlawful for any person to own, possess, keep or harbor within the city any dog or cat over the age of six months that has not been spayed or neutered except as provided for by Section 96.049.
- B. The owner of any dog or cat shall furnish upon request of an animal control officer, police officer, or code enforcement officer written evidence showing the sterilization status of the animal. A valid rabies vaccination certificate listing the subject animal as being spayed or neutered shall constitute sufficient proof of sterilization.
- C. The failure or refusal of any person to comply with the requirements of this section, unless excepted, shall be an offense separate and distinct from all other offenses prescribed in this chapter and for purposes of enforcement, shall not be considered as a lesser included offense to any other offense established by this Code.

§96.049 – EXCEPTIONS TO SPAY OR NEUTER REQUIREMENTS

- A. The owner of a dog or cat shall not be required to spay or neuter the animal upon demonstrating to the satisfaction of the animal control officer or police officer compliance with any of the following exceptions:
 - 1. The animal is medically unsuited to undergo the sterilization procedure, and a veterinarian signs a written statement specifying the medical grounds for the exemption.
 - 2. The animal suffers from a temporary medical condition so that sterilization is unsafe or imprudent, and a veterinarian signs a written statement as to the prognosis of when the sterilization may be performed. The date given on that prognosis shall become the expiration date of the temporary medical exemption. Upon expiration, sterilization shall

be required unless a veterinarian provides another temporary medical exemption and prognosis in the same manner.

3. The animal is owned, possessed, kept or harbored within the city for no more than 60 days in any consecutive 12 month period.
4. The owner obtains or has made application for an annual intact permit, for any reason deemed valuable to the owner, and is otherwise in compliance with the provisions of this chapter.

§96.050 – INTACT PERMIT

- A. It is unlawful for any person who owns, possesses, keeps or harbors within the city any unspayed or unneutered dog or cat over the age of six months, for which the exceptions enumerated in subsections (a)—(c) of Section 96.049 do not apply, to fail to obtain an intact permit in his or her name.
- B. The city clerk, animal control officer or other duly authorized agents for the city shall issue intact permits upon payment of the fee and approval of an application made for such purpose. The application shall state the name, address and telephone number of the owner and the name, breed, color, age and sex of the dog or cat for which the intact permit is obtained, and such other information as the city clerk or animal control officer may require. Neither the city clerk, the animal control officer, nor any other agent of the city shall issue an intact permit until the owner presents a certificate showing the dog or cat has a current rabies vaccination at the time application is made.
- C. Upon approval of the application, the city clerk, animal control officer or other city agent shall issue the intact permit in the appropriate form and a uniquely numbered metallic or plastic tag shall be issued with the permit. An intact permit shall expire one year from the date of issuance and shall be subject to revocation or non-renewal if the holder of the permit shall violate any of the city ordinances relating to animals.
- D. A current intact permit may be transferred to the new owner of the dog or cat for which the permit was issued upon application by the new owner.
- E. In the event a metallic or plastic intact permit tag is lost or destroyed, the owner may obtain a duplicate tag. It is unlawful to use or attempt to use a tag for which a duplicate tag has been issued.
- F. It is unlawful to use or transfer an intact permit or tag, or attempt to use or transfer the same, for or to a dog or cat other than the animal for which the permit was issued.

§96.051 PENALTIES

Any person who violates the ordinances of the City of Durant requiring dogs or cats over the age of six months to be spayed or neutered shall be punished as follows:

- A. Upon a first offense, a fine shall be levied as provided for by Section 96.999 of this Code along with a requirement to bring the animal into compliance with all vaccination and sterilization requirements within ten (10) days.
- B. Upon a second or subsequent offense committed within one year of any previous offense, the owner shall be subject to a fine as identified in Paragraph A. Further, the subject animal(s) may be impounded and the City shall take reasonable efforts to notify the animal owner. The owner shall have ten (10) days from the date of impoundment to deposit with the City Clerk three hundred dollars (\$300.00) for services of a licensed veterinarian to bring the animal into compliance with sterilization and vaccination requirements. Any surplus deposit will be refunded to the depositor. Failure to deposit the required funds within the required period may result in forfeiture of the animal.

Second or subsequent offenses as contemplated by this Section are those alleged to have been committed by the person and shall not be limited to a particular animal. Failure to comply with a second animal within one year of an offense involving a different animal shall be considered a second or subsequent offense.

- C. A person accused of a violation within Paragraph B shall be entitled to a hearing. The accused shall have ten (10) days to request a hearing in writing with the City Clerk and the City Manager or designee shall conduct a hearing within seven (7) days. Any person aggrieved by the ruling of the City Manager or his or her designee shall have a right to appeal to the City Council by filing a written notice with the City Clerk within ten days from the ruling of the City Manager or his or her designee of his or her intention to do so. Upon an appeal having thus been lodged, the Council shall, at its next regular Council meeting, hear the matter de novo and shall enter such order or orders as are just and proper.

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 13th day of August, 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



The City of Durant

Memorandum

Date: 8/13/2024
To: Mayor and City Council
From: Joe Clark, Interim Police Chief
Re: Consider Approval of \$300.00 Deposit Required Towards Sterilization and Vaccination Services in Accordance with Section 96.051 Penalties of the Durant Code of Ordinances

The deposit is in accordance with Section 96.051, 'Penalties' of the Durant Code of Ordinances (Ordinance O-2024-07) which states in part: 'The owner shall have ten (10) days from the date of impoundment to deposit with the City Clerk three hundred dollars (\$300.00) for services of a licensed veterinarian to bring the animal into compliance with sterilization and vaccination requirements. Any surplus deposit will be refunded to the depositor.'

Council Information / Action Requested

Approval of \$300.00 Deposit Required Towards Sterilization and Vaccination Services in Accordance with Section 96.051 Penalties of the Durant Code of Ordinances

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

ATTACHMENTS:



THE CITY OF DURANT

Office of Community Development

Date: 08/01/2024
To: City Council
Case: PC 2024-04
From: Paul Cottrell
Re: Re-plat and Re-zone Request for Juan Acosta for property located at 3424 Sunnyside Rd

Request: Consider a Re-plat and Re-zone Request for property located at 3424 Sunnyside Rd

Current Zoning: A-1, General Agriculture

Surrounding Properties:

Direction	Zoning	Use
North	R-1	Single Family Homes
West	A-1	Vacant Property
South	A-1	Single Family Home/Vacant Property
East	A-1	Vacant Property

Applicant: Juan Acosta

Background: Applicants desires to re-plat and re-zone the property to keep his home but add 3 plats for each of daughters in the front part of his property. Each will have own driveway.

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

Analysis: The subject property is almost 4 acres. The lots for his daughters will 72X150 (meets size/frontage requirements). Applicant has the letter RWD #5 stating they can supply water. It will be septic for all 3 houses.

Staff Recommendation: Staff recommends approval of the re-plat and re-zone since it meet all requirements.

Planning Commission Recommendation: Approval if all is being rezoned to R-1 which it will be.

PART OF THE SW/4 SE/4 - SEC 36, T 6 S - R 8 E, I.M.
BRYAN COUNTY, OKLAHOMA

PRELIMINARY

this plat is preliminary. This note will be removed, and plat will be issued for certification upon signatures upon approval.

FOREST HILLS ADDITION
Book 635, Page 364



A part of the Southwest Quarter of the Southeast Quarter (SW4 SE4) of Section Thirty-Six (36), Township Six (6) South, Range Eight (8) East of the Indian Meridian, Bryan County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said SW4 SE4;

thence **S69°03'21"W** along the West-line of said SW4 SE4 a distance of 50.00 to the POINT OF BEGINNING;

thence **N09°44'37"W** parallel with the West line of said SW4 SE4 a distance of 307.00 feet;

thence **N09°44'37"W** parallel with the South line of said SW4 SE4 a distance of 758.48 feet to a point on the West Right-of-Way line of State Highway 75;

thence **S27°10'10"E** along the West Right-of-Way line of State Highway 75 a distance of 350.48 to a point on the North Right-of-Way line of Sunnyside Road;

thence **S69°03'21"W** along the North Right-of-Way line of Sunnyside Road a distance of 507.00 feet to the POINT OF BEGINNING.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Juan Acosta and Maria Acosta, do hereby certify that they are the owners of and the only persons, firms, or corporations having any rights, title, or interest in and to the land shown on this plat and that they have caused the same to be surveyed and platted into Four (4) lots as shown on this plat and that they hereby dedicate the streets and any easements shown herein for the use of the public. Said property covered by said plat and dedication is subject to certain restrictions, reservations and covenants contained in a separate instrument, which will be filed for record in the Office of the County Clerk of Bryan County, Oklahoma, subsequent to the filing of this plat.

Juan Acosta, Owner	Date	Maria Acosta, Owner	Date
--------------------	------	---------------------	------

OWNER'S NOTARY

STATE OF OKLAHOMA
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Juan Acosta & Maria Acosta, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the
State of Oklahoma

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:
That I, Cory D. Culpepper, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Durant, Oklahoma.

Cory D. Culpepper
Licensed Professional
Land Surveyor No. 1980
C.A. No. 5158

SURVEYOR'S NOTARY

STATE OF OKLAHOMA
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cory D. Cripepper, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

 GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public in and for the
State of Oklahoma

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

COUNTY TREASURER'S CERTIFICATE

I, Prady Sullivan-Holt, the duly elected/appointed and qualified County Treasurer of Bryan County, Oklahoma, do hereby certify that there are no unpaid taxes up to and including this year on the described real property known as Acosta Acres Addition 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 _____, 2024.

Prudy Sullivan-Holt
County Treasurer

COUNTY CLERK'S CERTIFICATE

That I, Tammy Reynolds, the duly elected/appointed and qualified County Clerk of Bryan County, Oklahoma, do hereby certify that ACOSTA ACRES, a subdivision being part of the Southwest Quarter of the Southeast Quarter of Section 38, Township 6 South, Range 5 East of the Indian Meridian, Bryan County, Oklahoma; Together with the Owners Certificate and the Surveyors Certificate on the same were presented to the County Clerk of Bryan County, Oklahoma for approval; that said plat, Owners Certificate and Surveyors Certificate being found to conform to the platting requirements in all respects, are in all things approved on this _____ day of _____, 2024 at _____ and duly recorded in Book Number _____, Page Number _____.

Tammy Reynolds County Clerk	Date
--------------------------------	------

CERTIFICATE OF ACCEPTANCE

Pursuant to the City of Durant Subdivision Regulations, this document was given approval by the Durant City Council at a meeting held the _____ day of _____, 2024. All of the conditions of approval having been completed, this document is hereby accepted and this certificate executed under the authority of such regulations.

Date of fixation: 11-10-2014

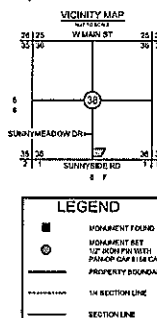
Attest: Cynthia Price
City Clerk

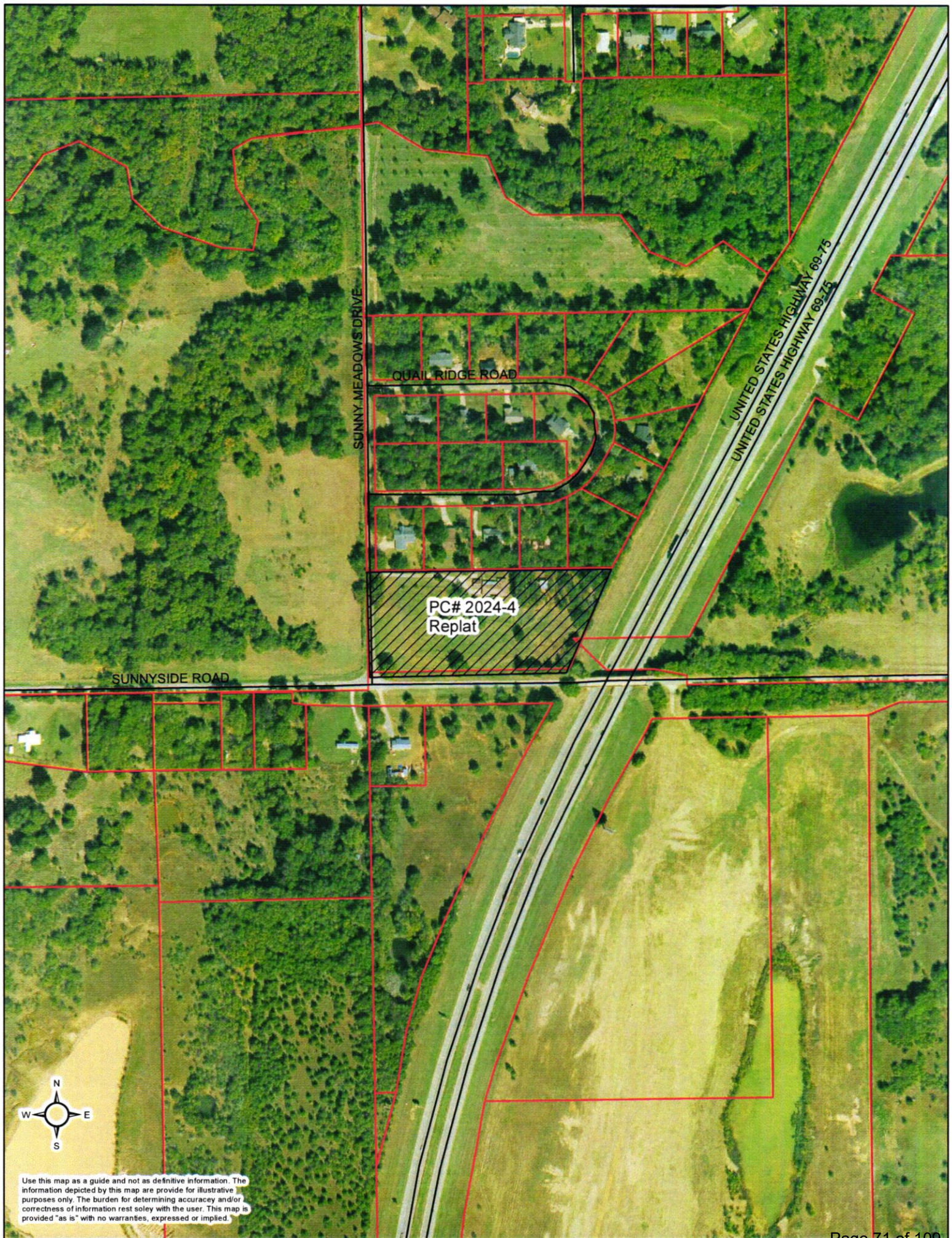
Martin Tucker
Mayor

CERTIFICATE OF FINAL APPROVAL

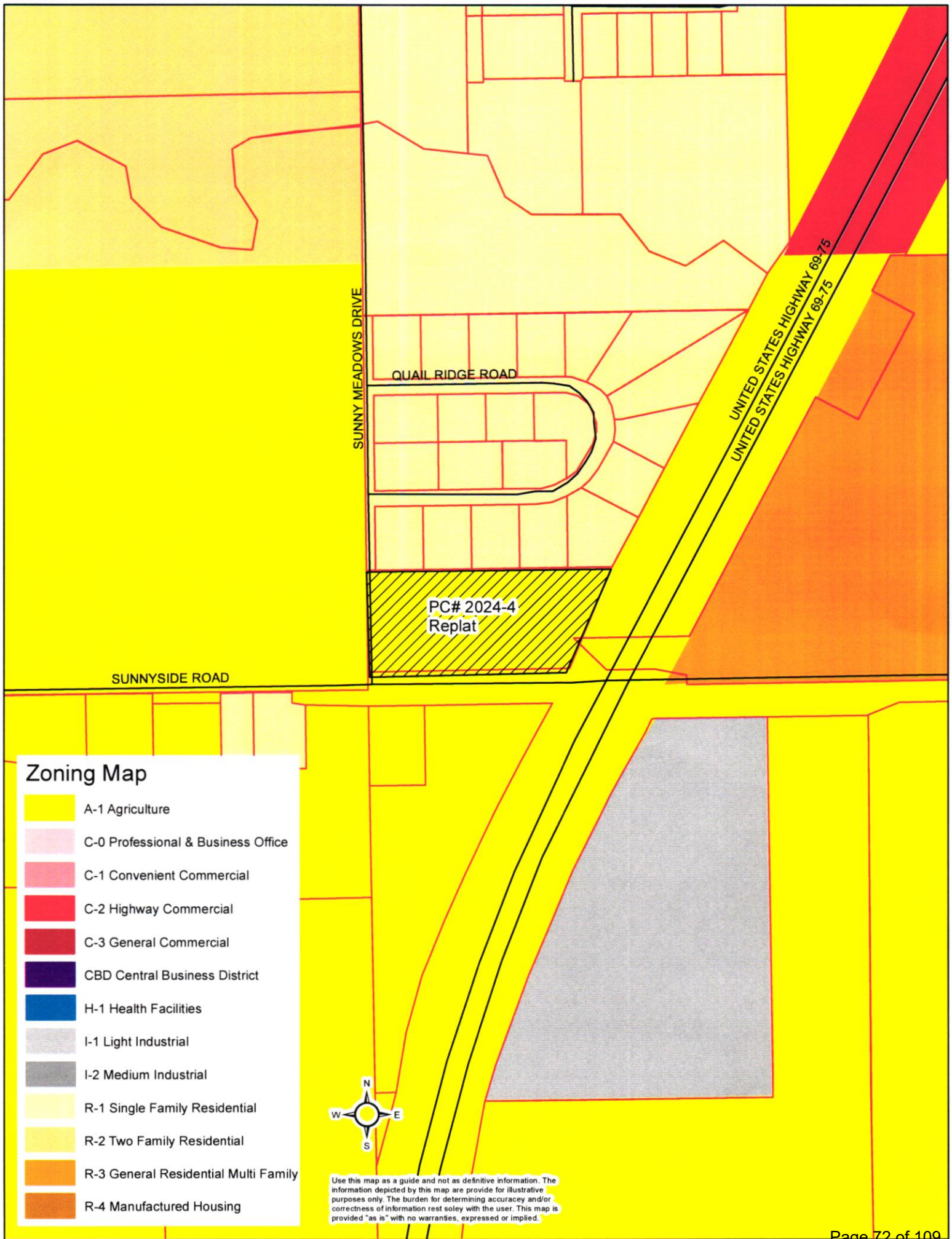
I, _____ Chairman of the City of Durant, Planning Commission
for the City of Durant, State of Oklahoma, hereby certify that the said commission duly
approved the ACOSTA ACRES ADDITION,
this ____ day of _____, 2024.

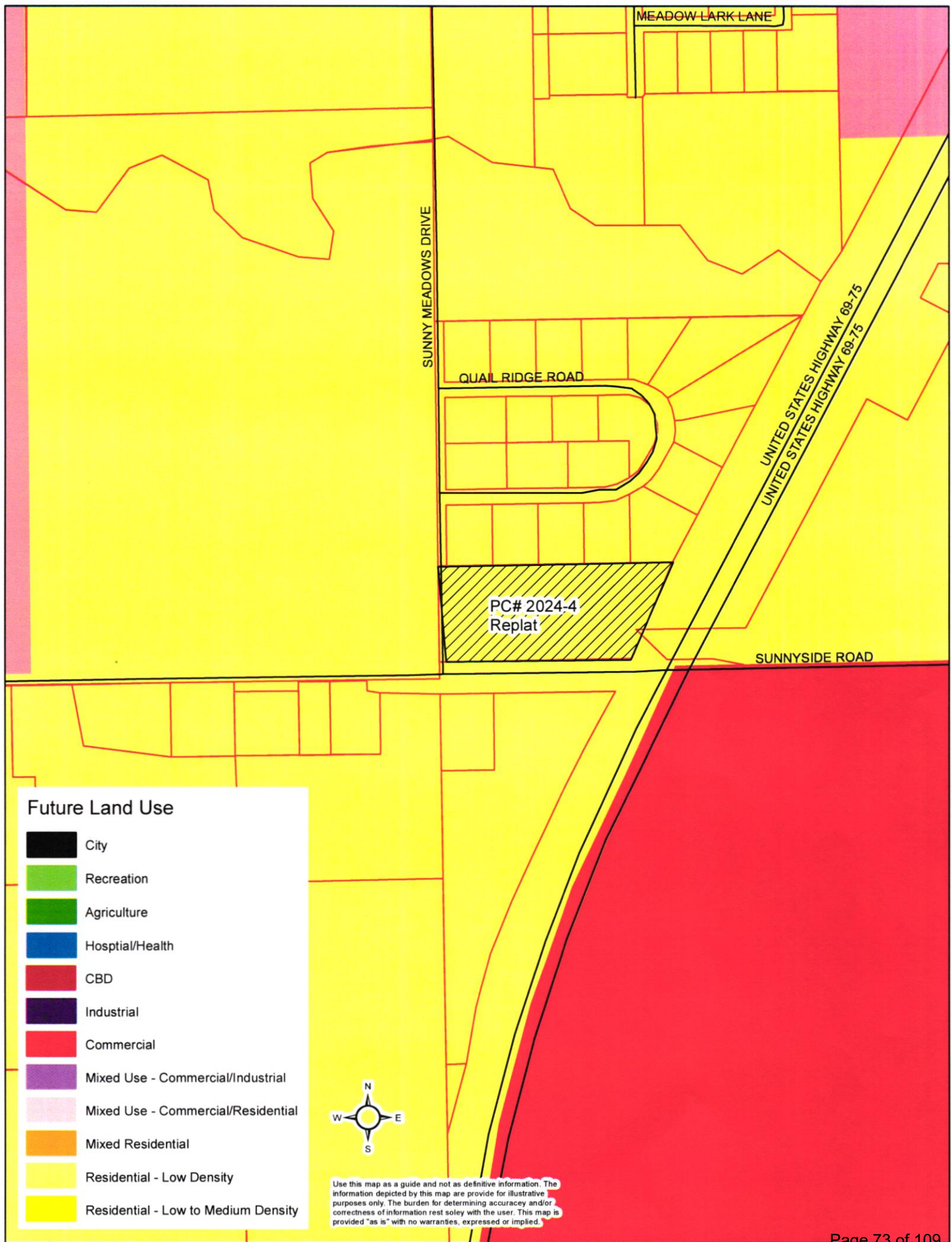
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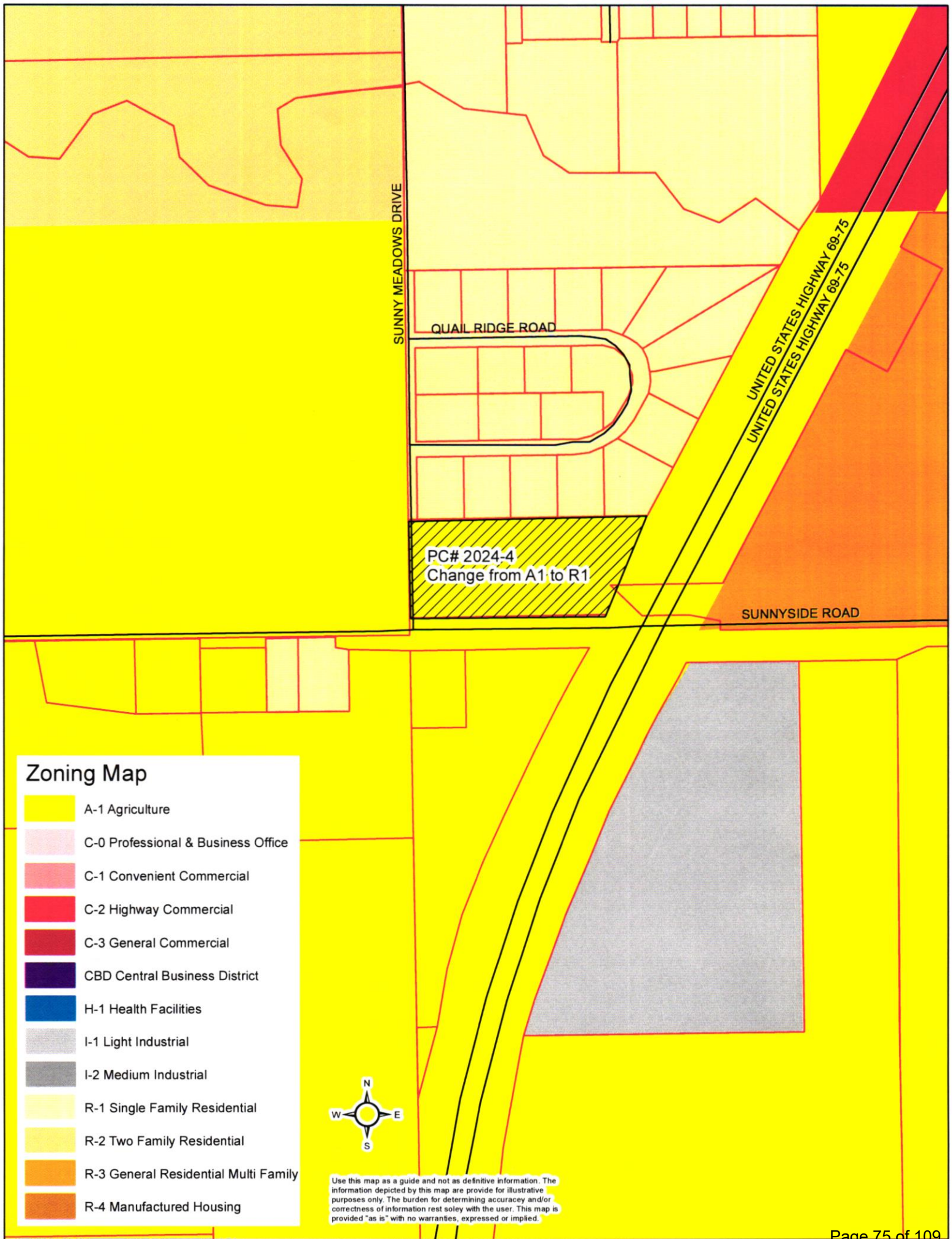
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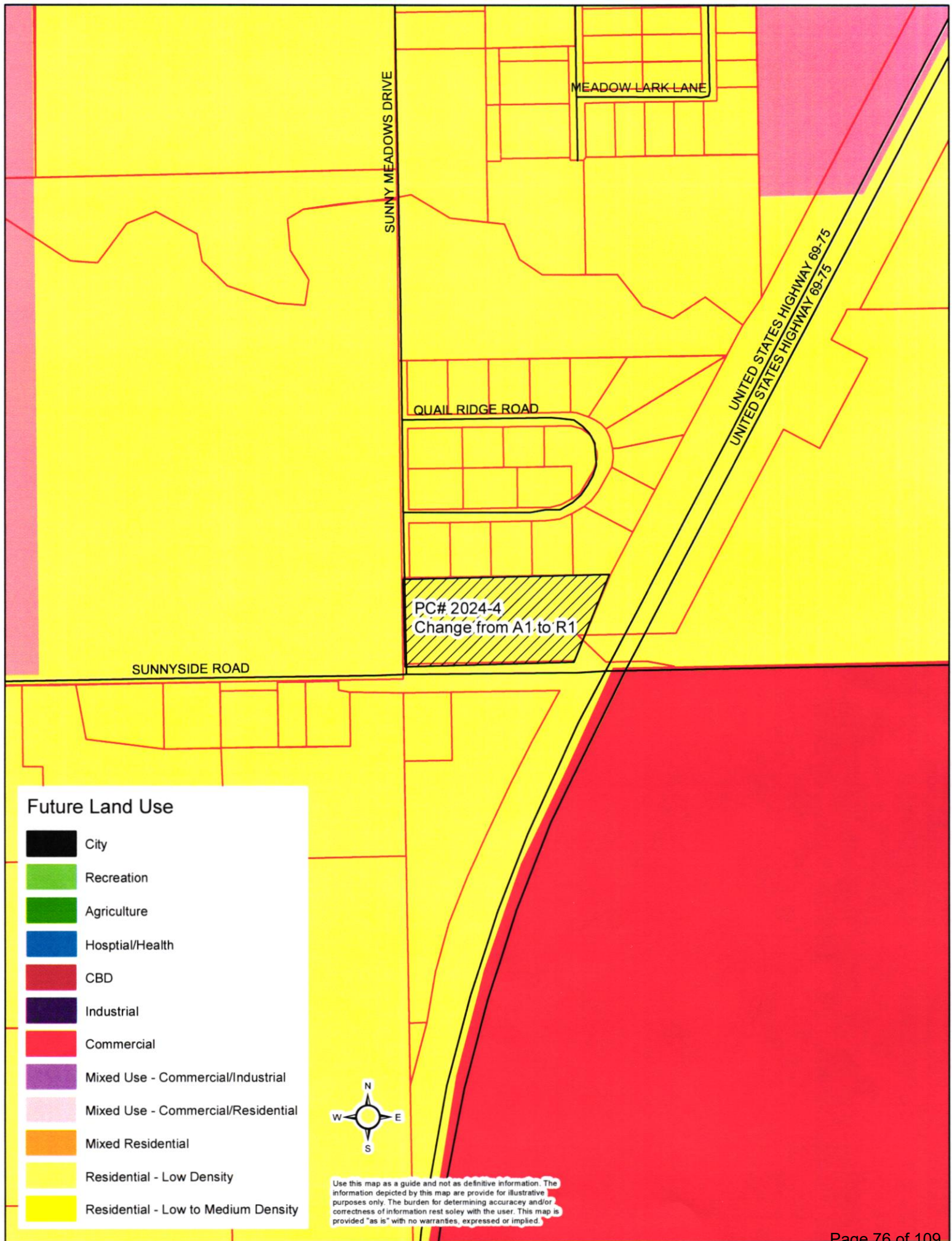


Zoning Map

- 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



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THE CITY OF DURANT

Office of Community Development

Date: 08/07/2025
To: City Council
Case: PC 2024-23
From: Paul Cottrell
Re: Rezone Request for property located near 319 W. Louisiana Street

Request: Consider a request from Mr. Soujeole for a Rezone Request for property located near 319 W. Louisiana Street.

Current Zoning: R-2, Two-Family Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-3	Multi-Family Residential
West	R-2	Two-Family Residential
South	R-2	Two-Family Residential
East	R-2	Two-Family Residential

Applicant: Xavier de La Soujeole

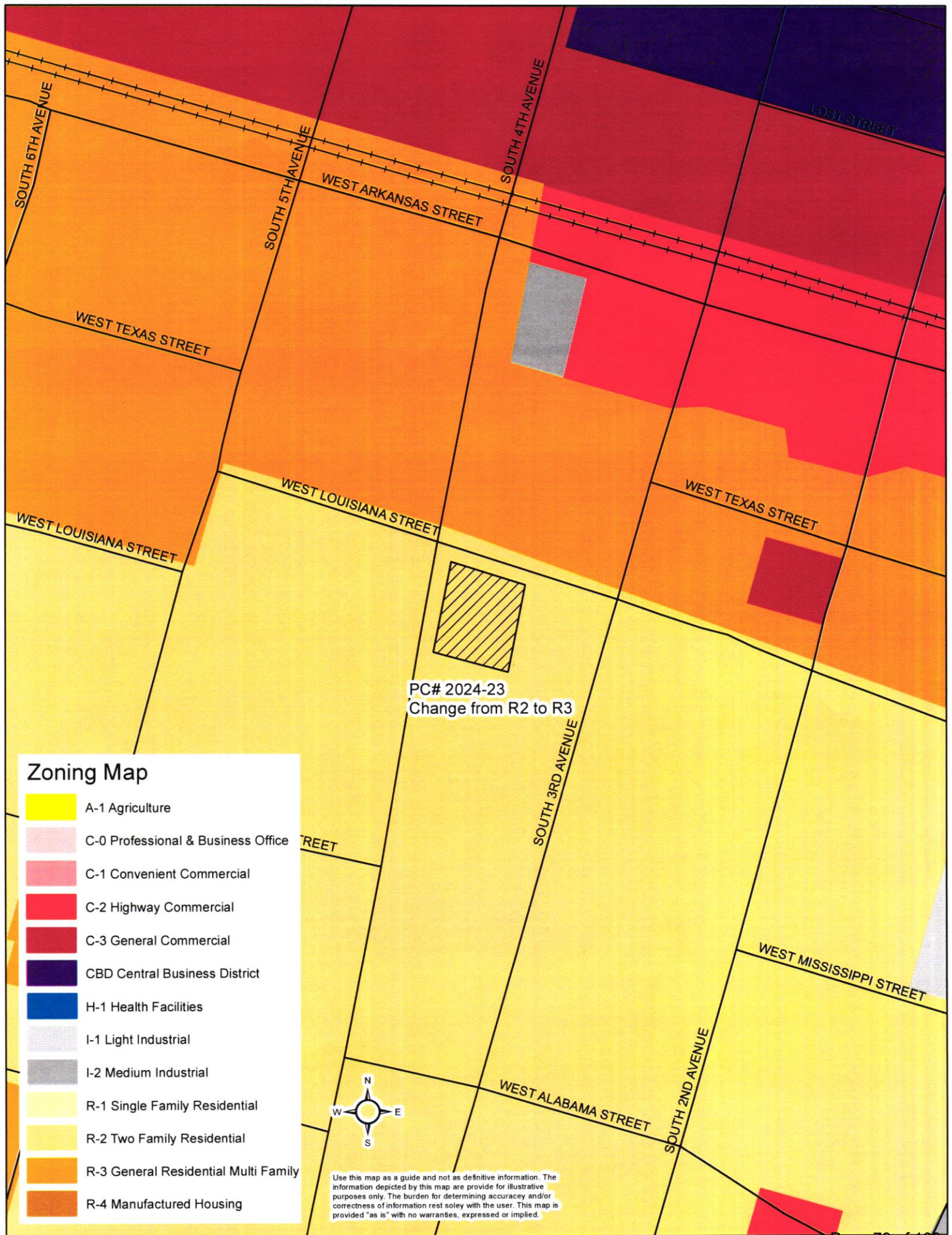
Background: Applicant desires to possible build a multi-family concept should it pass the re-zone. The applicant might come back and re-plat the lot to handle the multi-family units.

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

Analysis: The property is a .44 acre tract. It is adjacent to other R-3 zoning.

Staff Recommendation: Staff recommends approval of the rezone as it meet all the requirements.

Planning Commission Recommendation: This was a split vote, but the no vote following reasons: Some discussion about this being spot zoning. Since there is R3 across the street, it may not be. However, when comparing to the current zoning map, there is a clear/distinct/clean line separating R2 and R3 and we didn't want to disrupt that. When comparing to current use in that area, an R3 use would also be a quite different. The future land use map also has this area designated as low to medium density



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

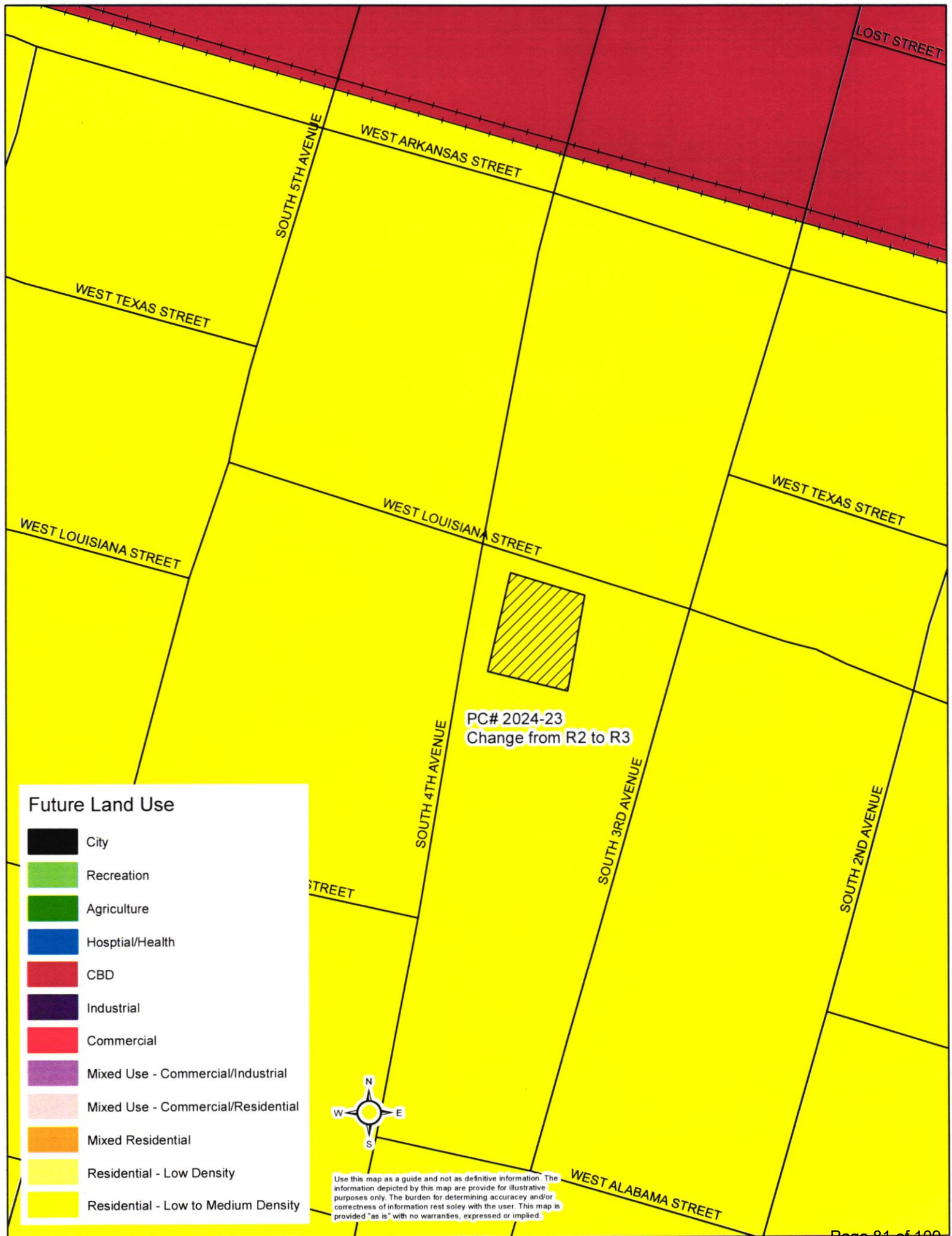


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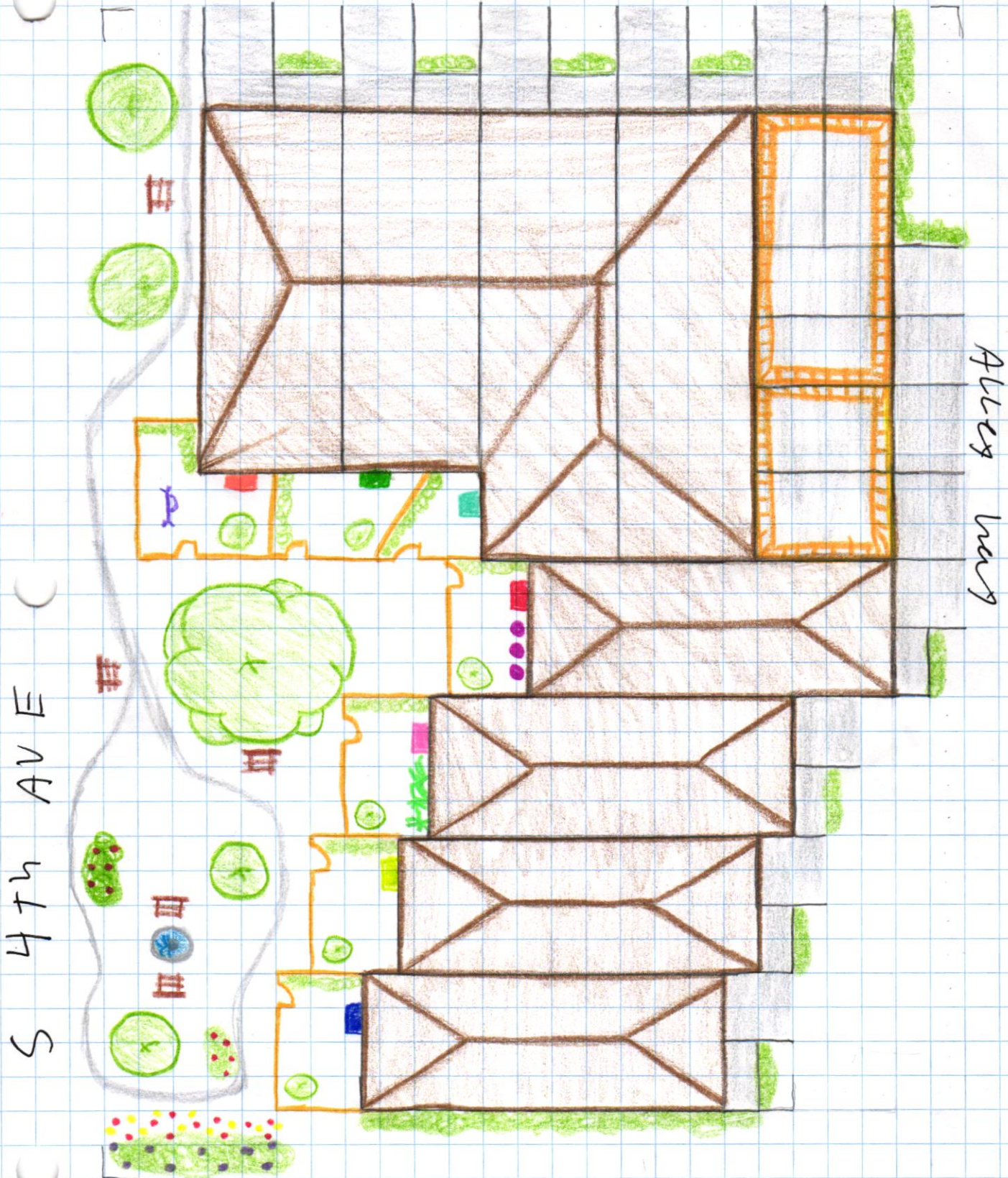
PC# 2024-23
Change from R2 to R3

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BLOCK 265 LOT 7 SCALE: 5ft 

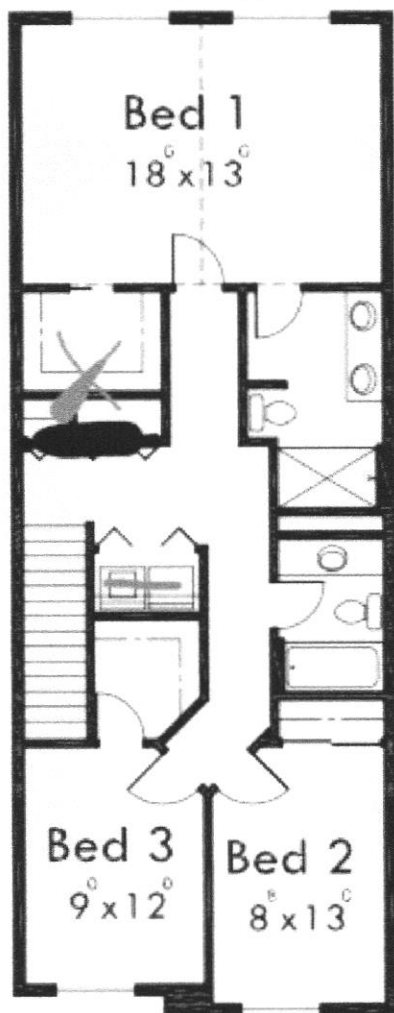
W Louisiana



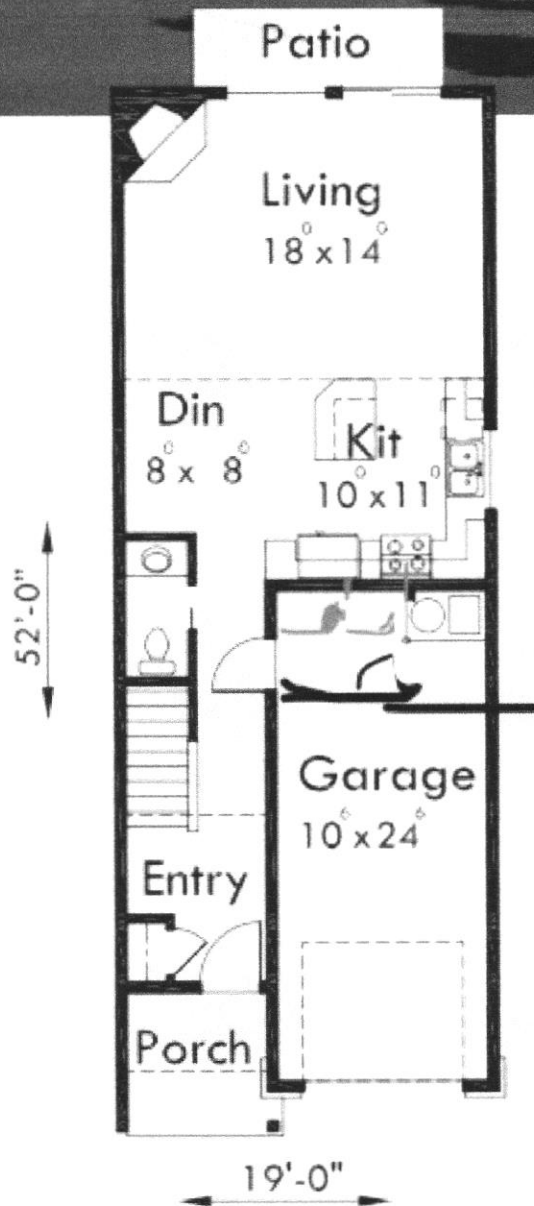


PLAN #SV-726-MIR

MAIN FLR. 635 SQ. FT.
UPPER FLR. 905 SQ. FT.
TOTAL 1540 SQ. FT.



2nd Floor



1st Floor

Bruinier & associates, inc. building designers
503-246-3022 www.houseplans.pro & www.bruinier.com

1304 SW BERTHA BLVD. PORTLAND OREGON 97219



THE CITY OF DURANT

Office of Community Development

Date: 08/07/2024
To: City Council
Case: PC 2024-24
From: Paul Cottrell
Re: Rezone for property located near W. Alabama Street and S. 2nd Ave

Request: Consider a request from for a Rezone Request for property located near W. Alabama Street and S. 2nd Ave

Current Zoning: R-2 Two-family Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-2	Two-family Residential
West	R-2	Two-family Residential
South	C-2	Highway Commercial & Commercial Recreational
East		Railroad

Applicant: Xavier de La Soujeole

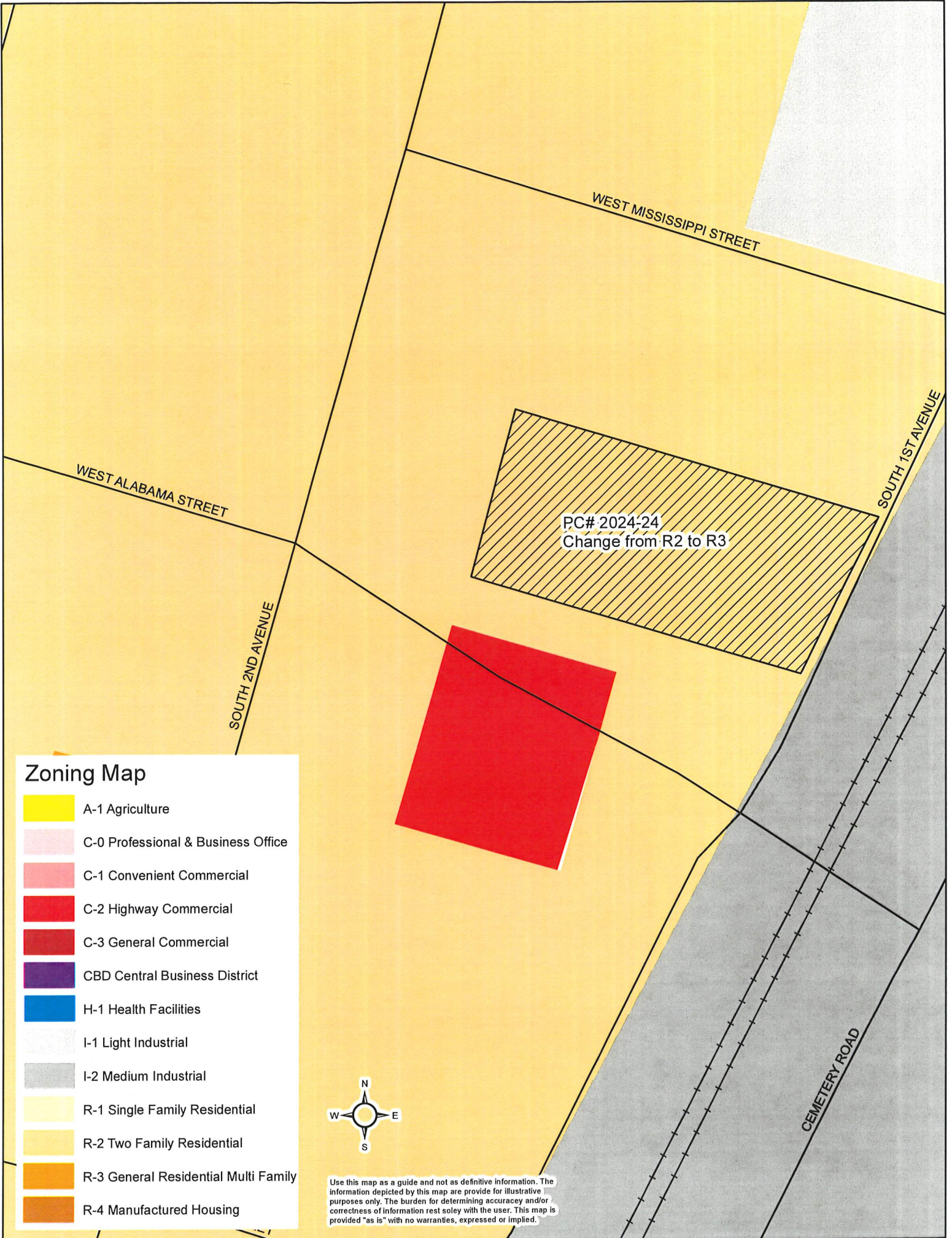
Background: Applicant desires to have the property rezoned to build multi-family units.

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

Analysis: The subject property is an oddly shaped lot. The owner needs the rezone before he can re-plat to create a thoughtful multi-family housing.

Staff Recommendation: Staff recommends to keep the current zone but seek a variance for the lot size.

Planning Commission Recommendation: Denied for rezone due to spot zoning.



Zoning Map

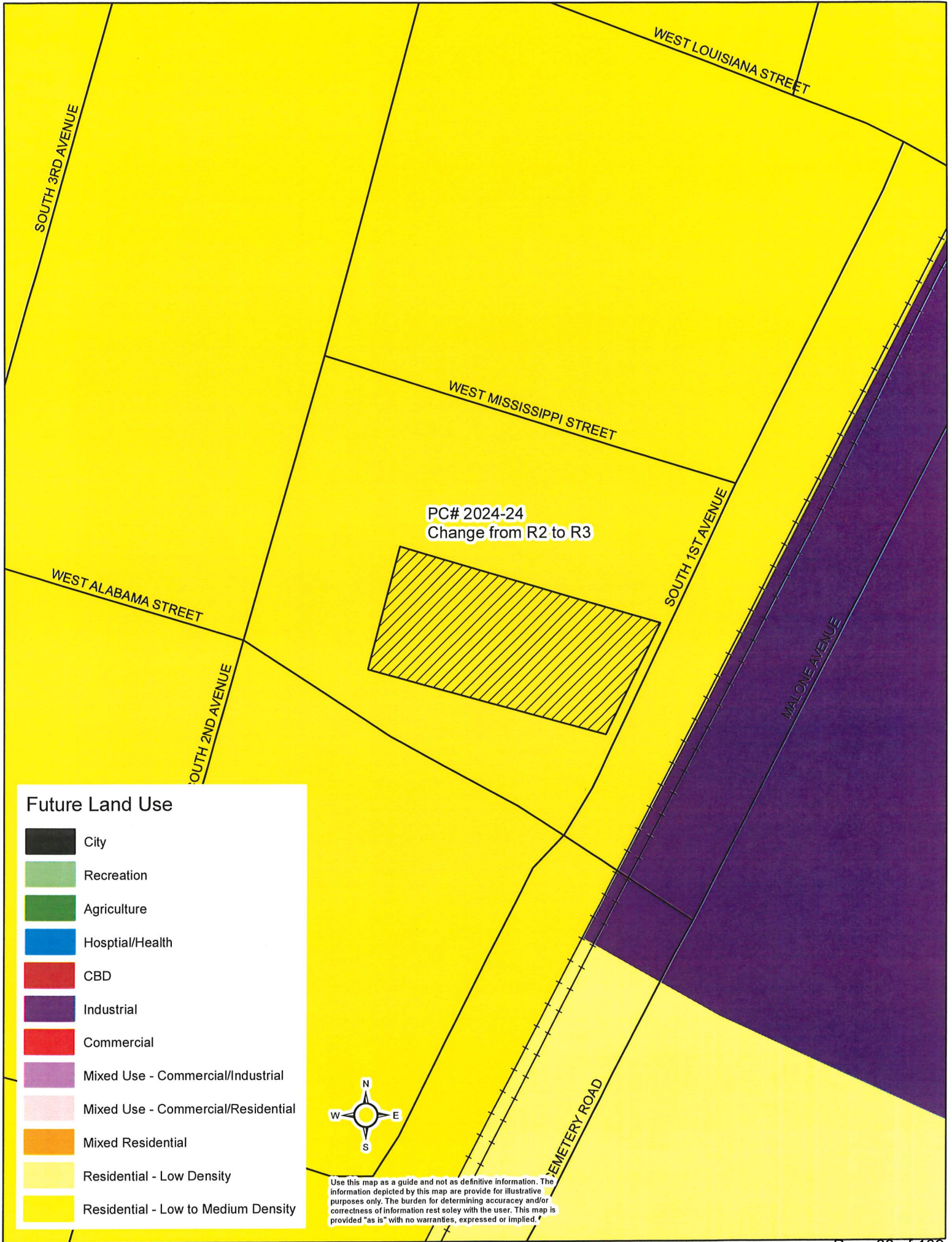
- A-1 Agriculture
- C-0 Professional & Business Office
- C-1 Convenient Commercial
- C-2 Highway Commercial
- C-3 General Commercial
- CBD Central Business District
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Future Land Use

- 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

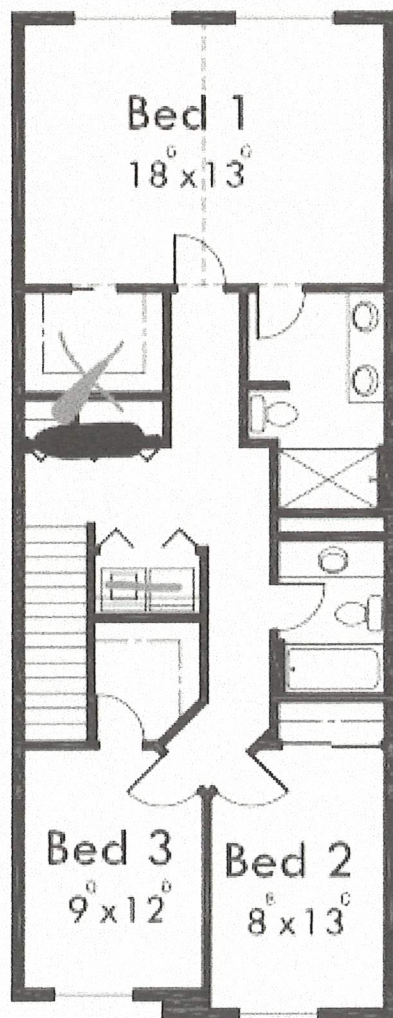


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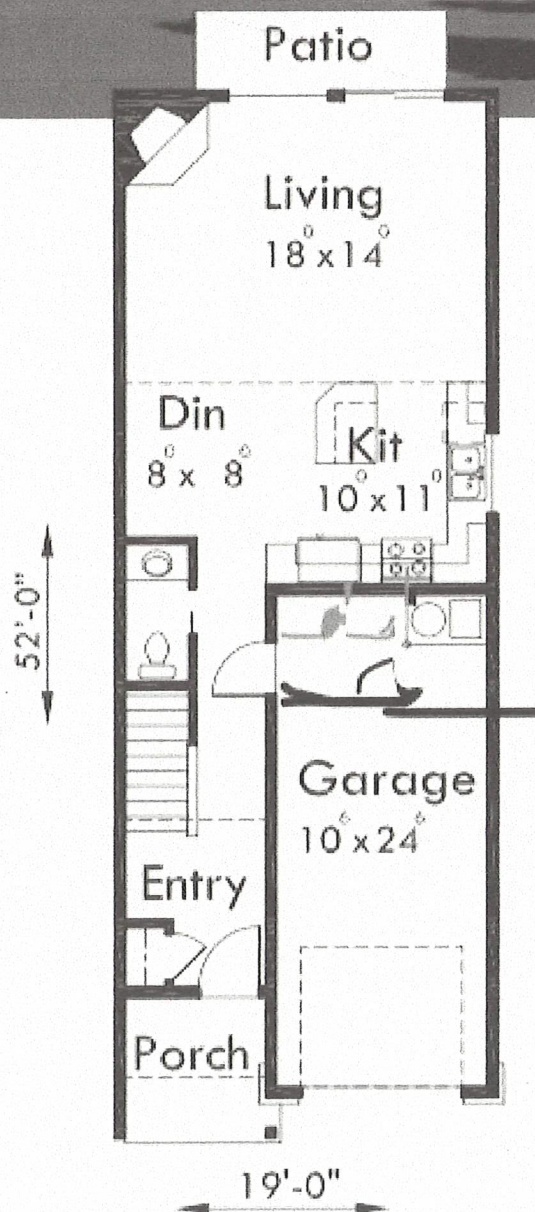


PLAN #SV-726-MIR

MAIN FLR. 635 SQ. FT.
UPPER FLR. 905 SQ. FT.
TOTAL 1540 SQ. FT.



2nd Floor



1st Floor

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1304 SW BERTHA BLVD. PORTLAND OREGON 97219

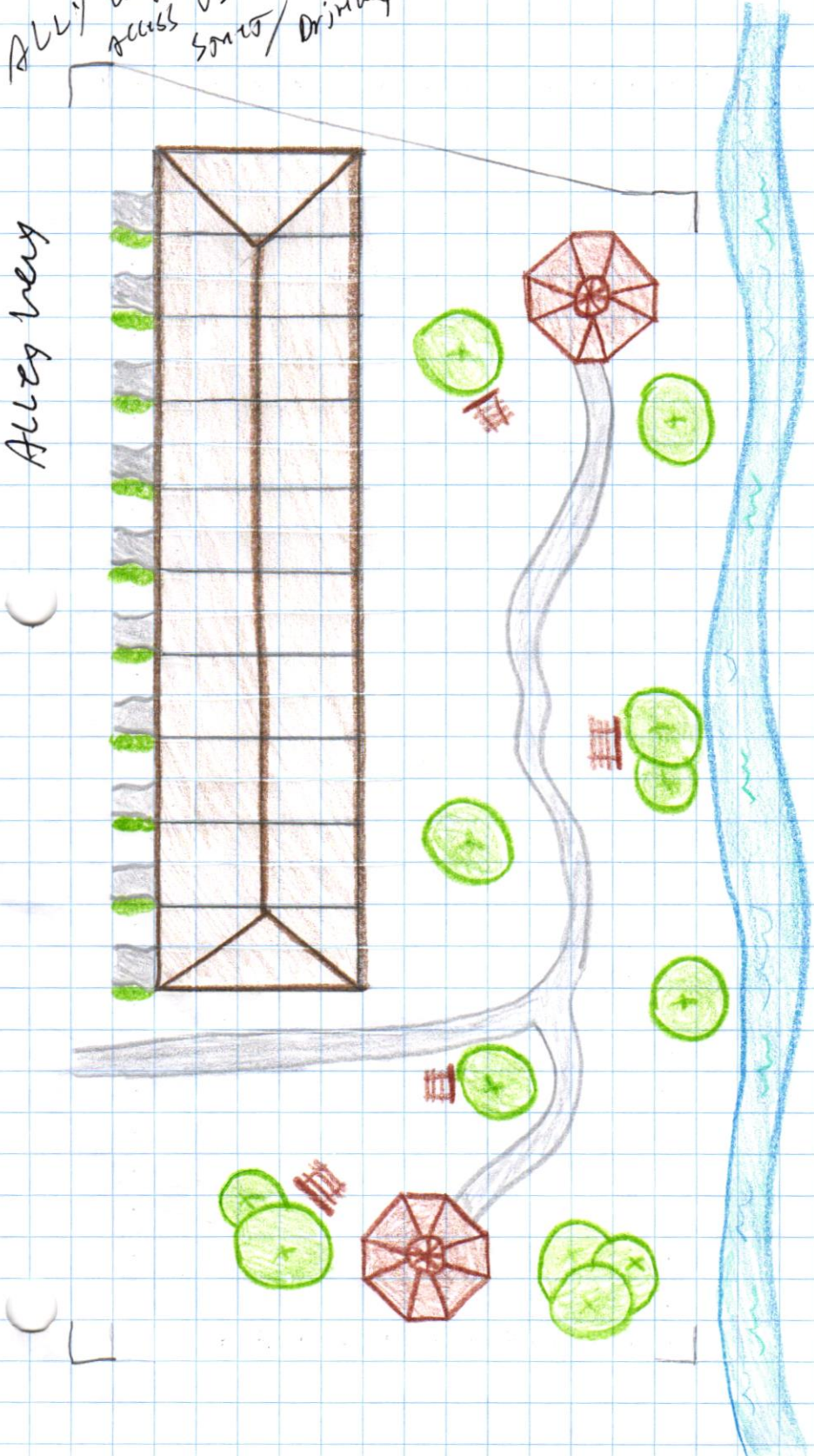
NOTE:
PARK
AREA
NOT
TO
SCALE

S 1ST AVE

Ally way access vs. Street/Driveway

Ally way

Alaska Street



Block 586 Lot 4, 10, 11 2nd Floor

NOTE:

PARA

AREA

NOTE

TO

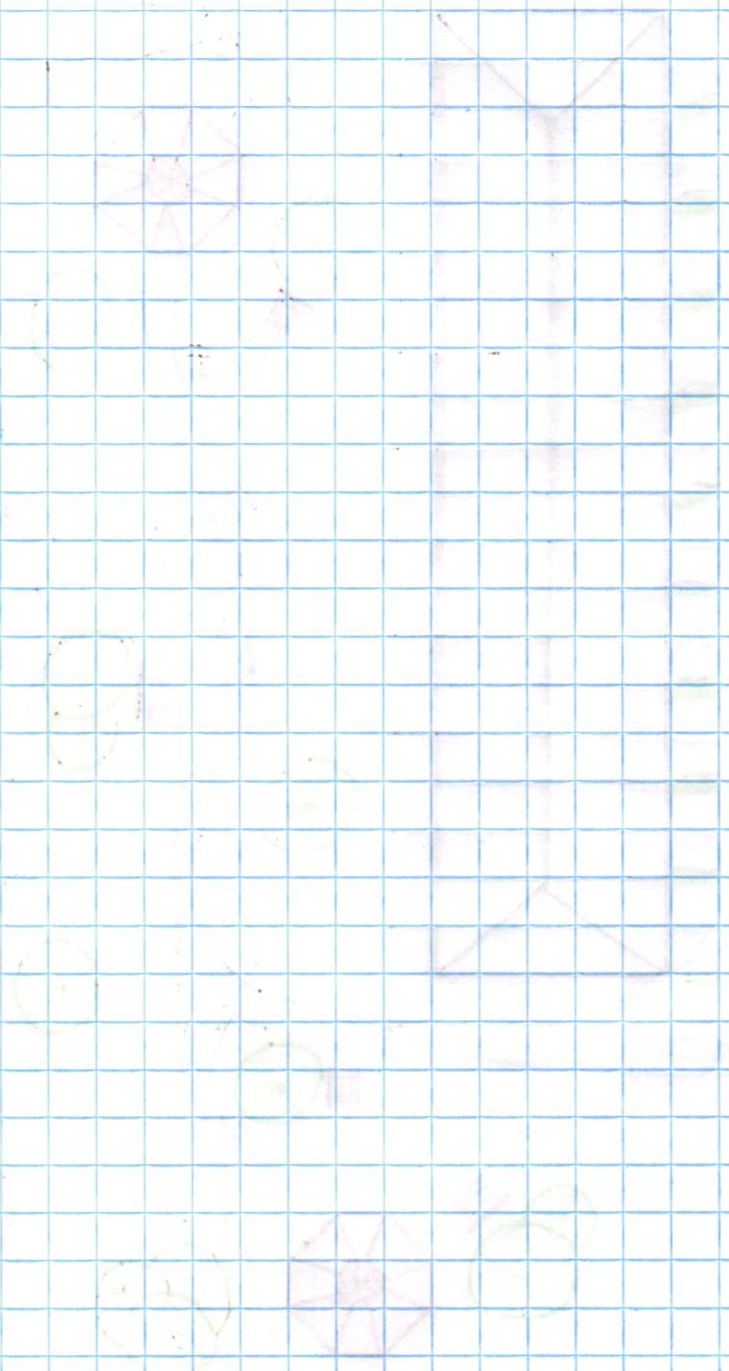
2nd Floor

21/12/19

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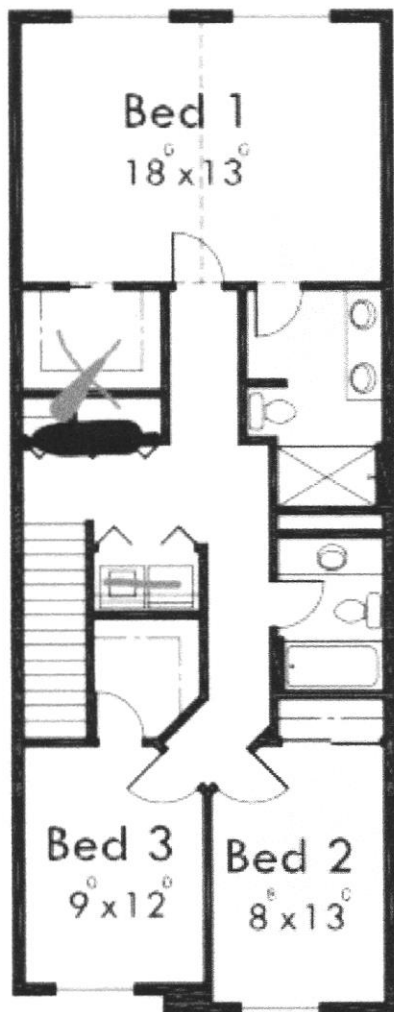
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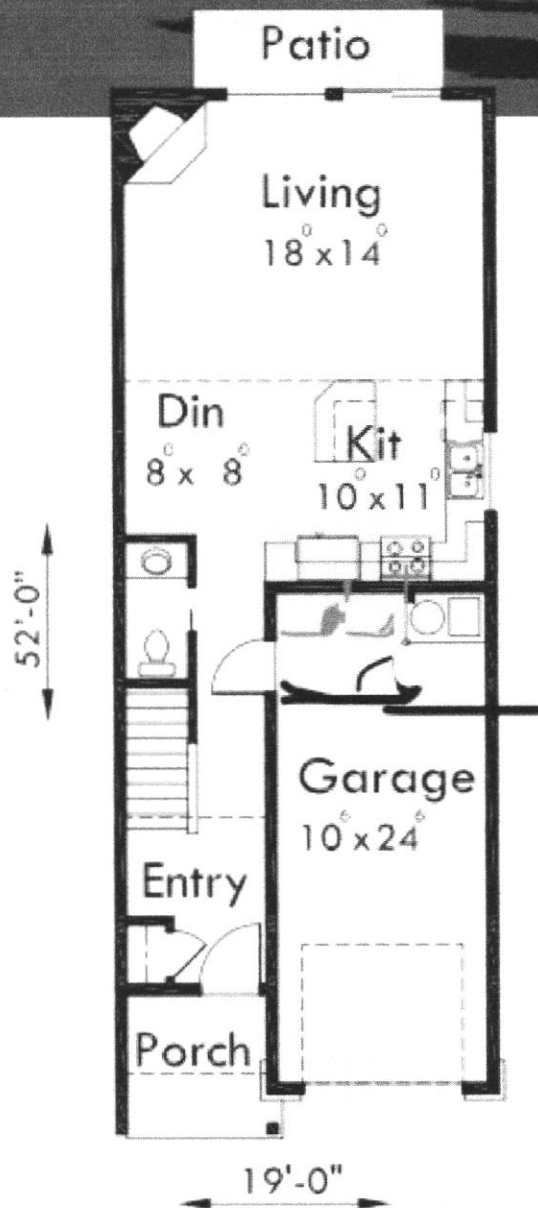


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1304 SW BERTHA BLVD. PORTLAND OREGON 97219



THE CITY OF DURANT

Office of Community Development

Date: 08/07/2024
To: City Council
Case: PC 2024-22
From: Paul Cottrell
Re: Rezone

Request: Consider a request for rezone for property located near South 2nd Ave and West Mississippi St.

Current Zoning: R-2, Two-Family Residential

Surrounding Properties:

Direction	Zoning	Use
North	I-1	Light Industrial
West	R-2	Single Family Homes
South	R-2	Single Family Homes
East	I-2	Medium Industrial

Applicant: Xavier de la Soujeole

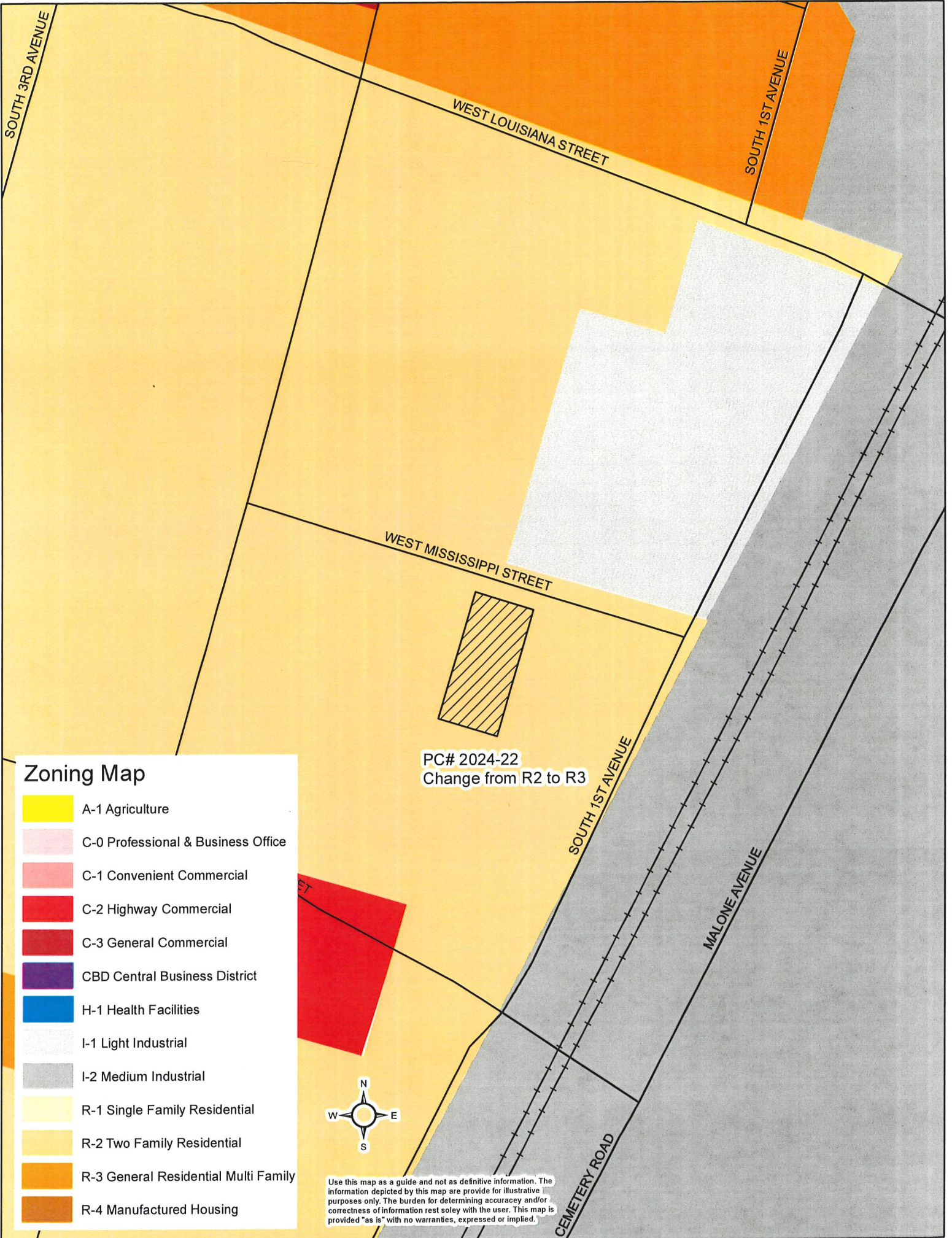
Background: Applicants approached for rezone to build 2-story multi-family units.

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

Analysis: The owner is requesting the rezone from R-2 to R-3 because the lot width is 70' instead of 80'. A duplex is permitted in R-3 but not in R-2 at that width. R-3 is not close to this location.

Staff Recommendation: Staff recommends not to rezone as it would be spot zoning but the developer wanted to try before Planning Commission and City Council.

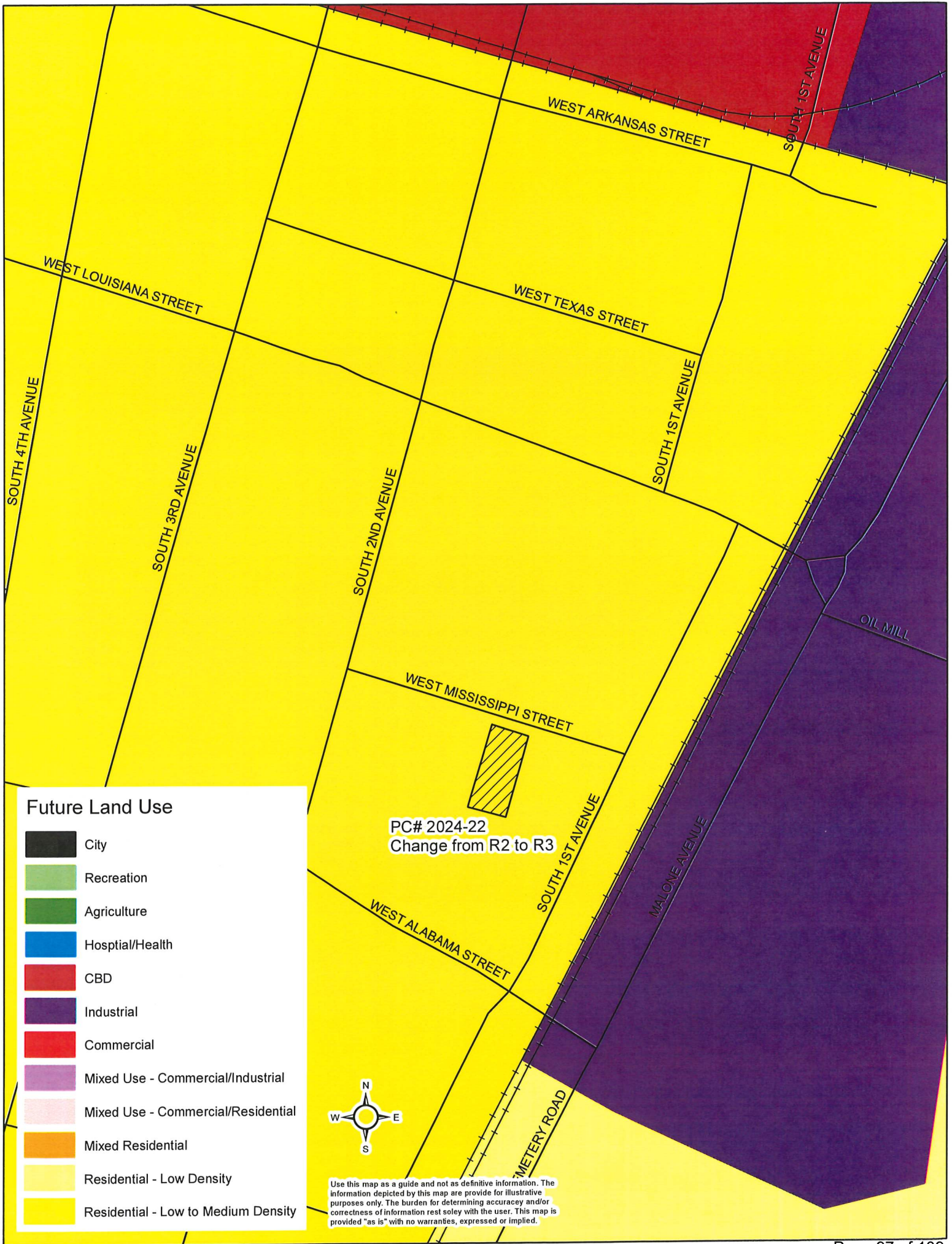
Planning Commission Recommendation: Denied due to spot zoning.





PC# 2024-22
Change from R2 to R3

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Future Land Use

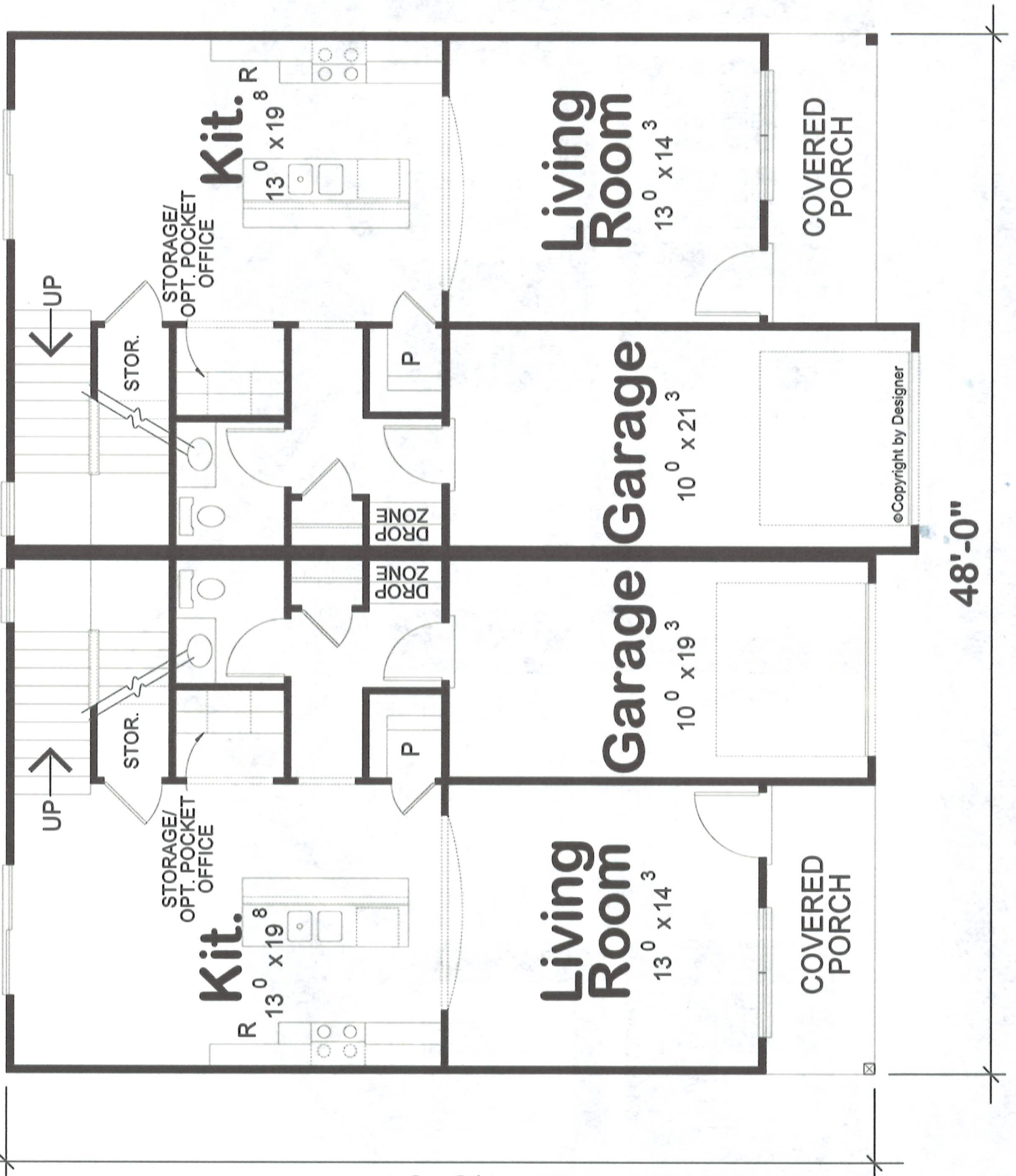
- City
- Recreation
- Agriculture
- Hospital/Health
- CBD
- Industrial
- Commercial
- Mixed Use - Commercial/Industrial
- Mixed Use - Commercial/Residential
- Mixed Residential
- Residential - Low Density
- Residential - Low to Medium Density



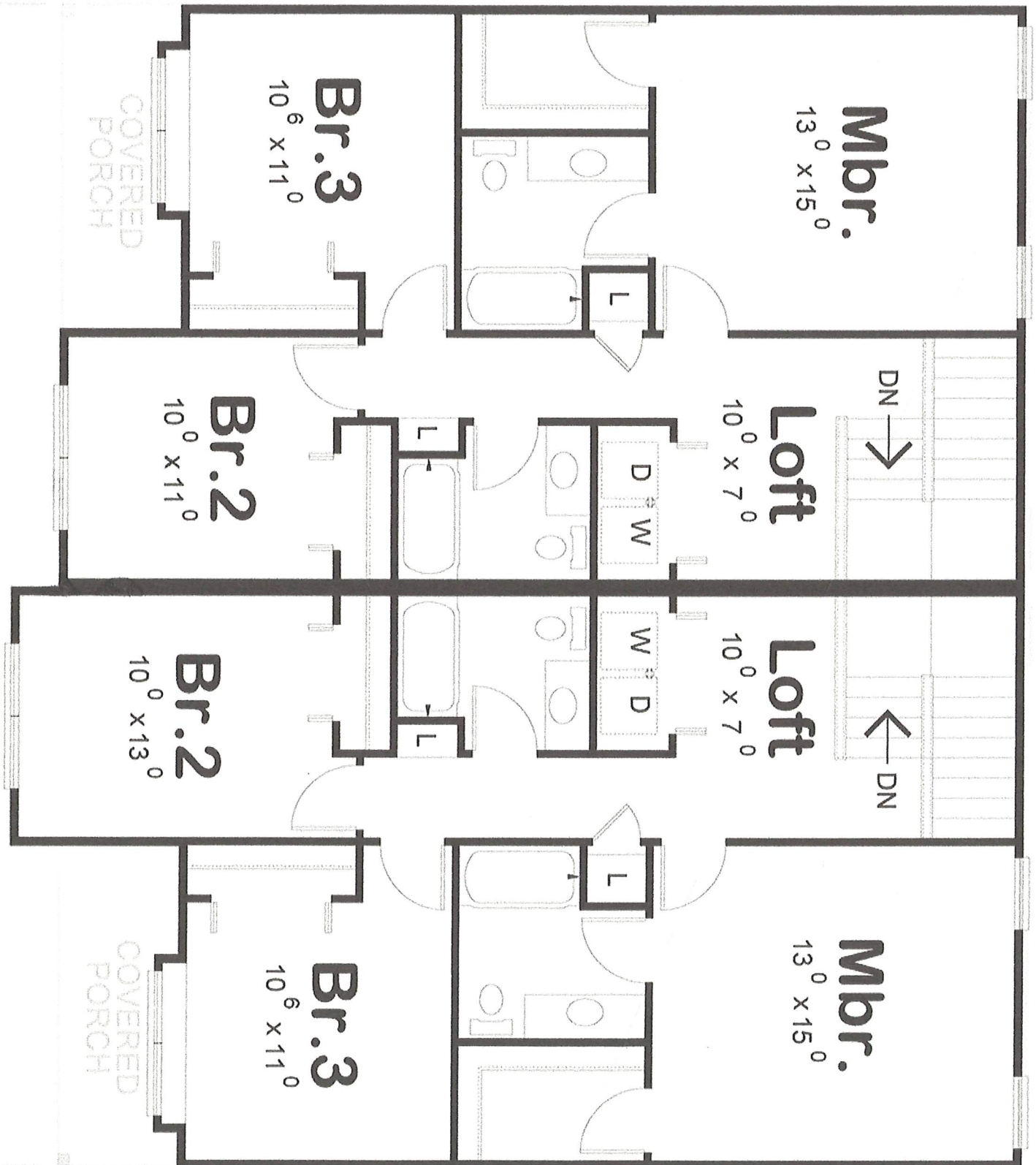
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest solely with the user. This map is provided "as is" with no warranties, expressed or implied.



40'-0"

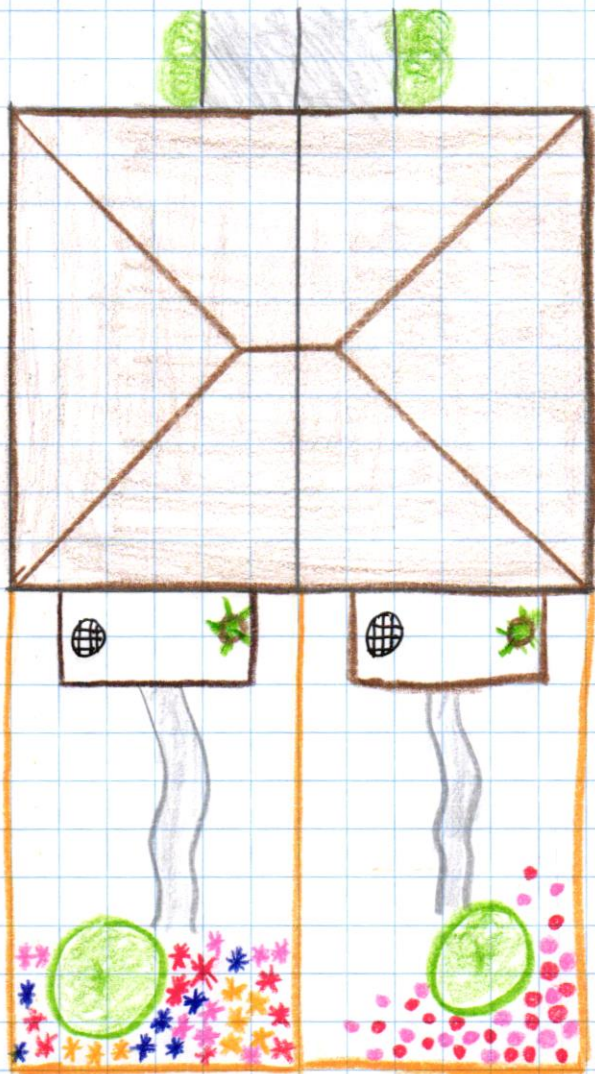


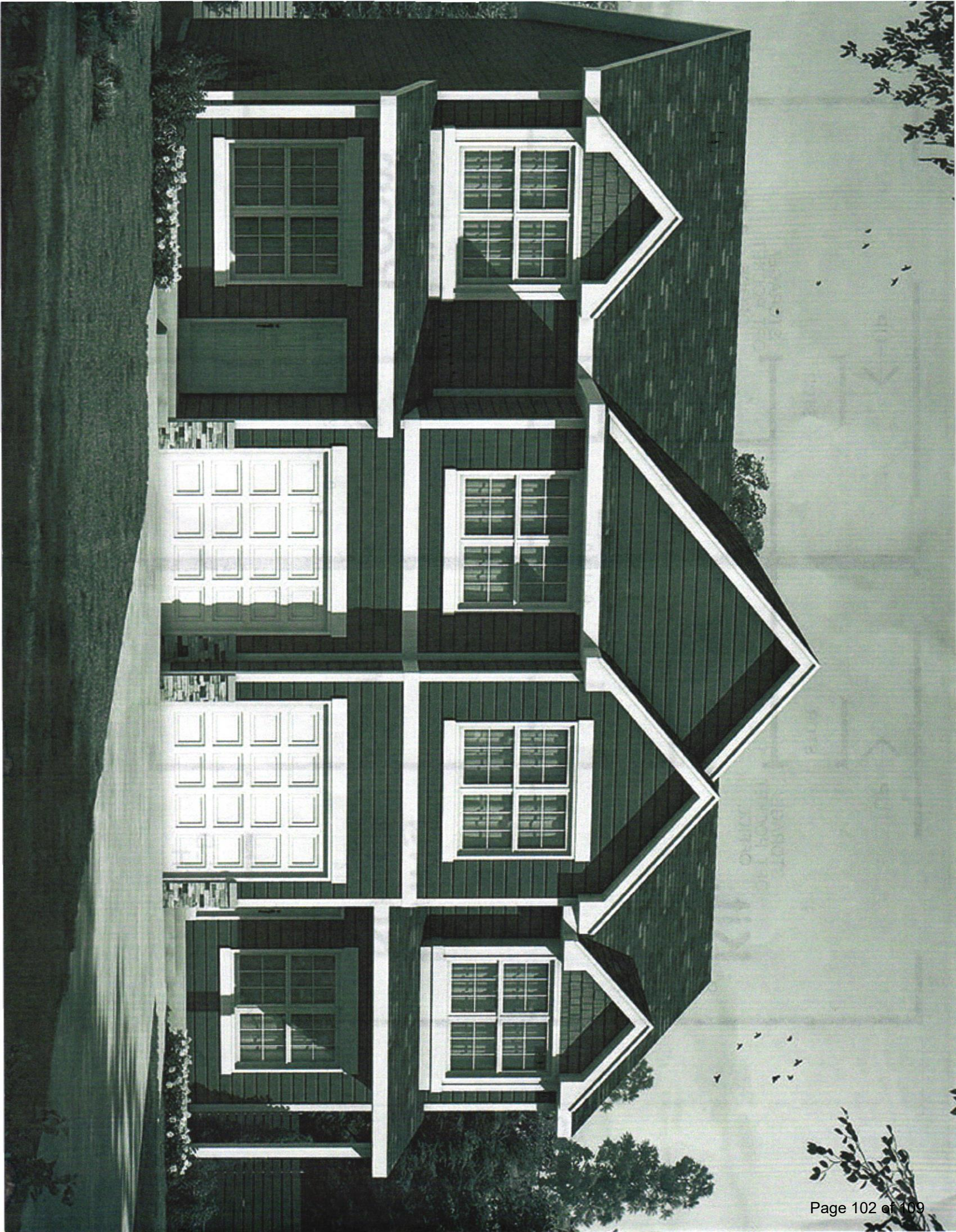
40'-0"



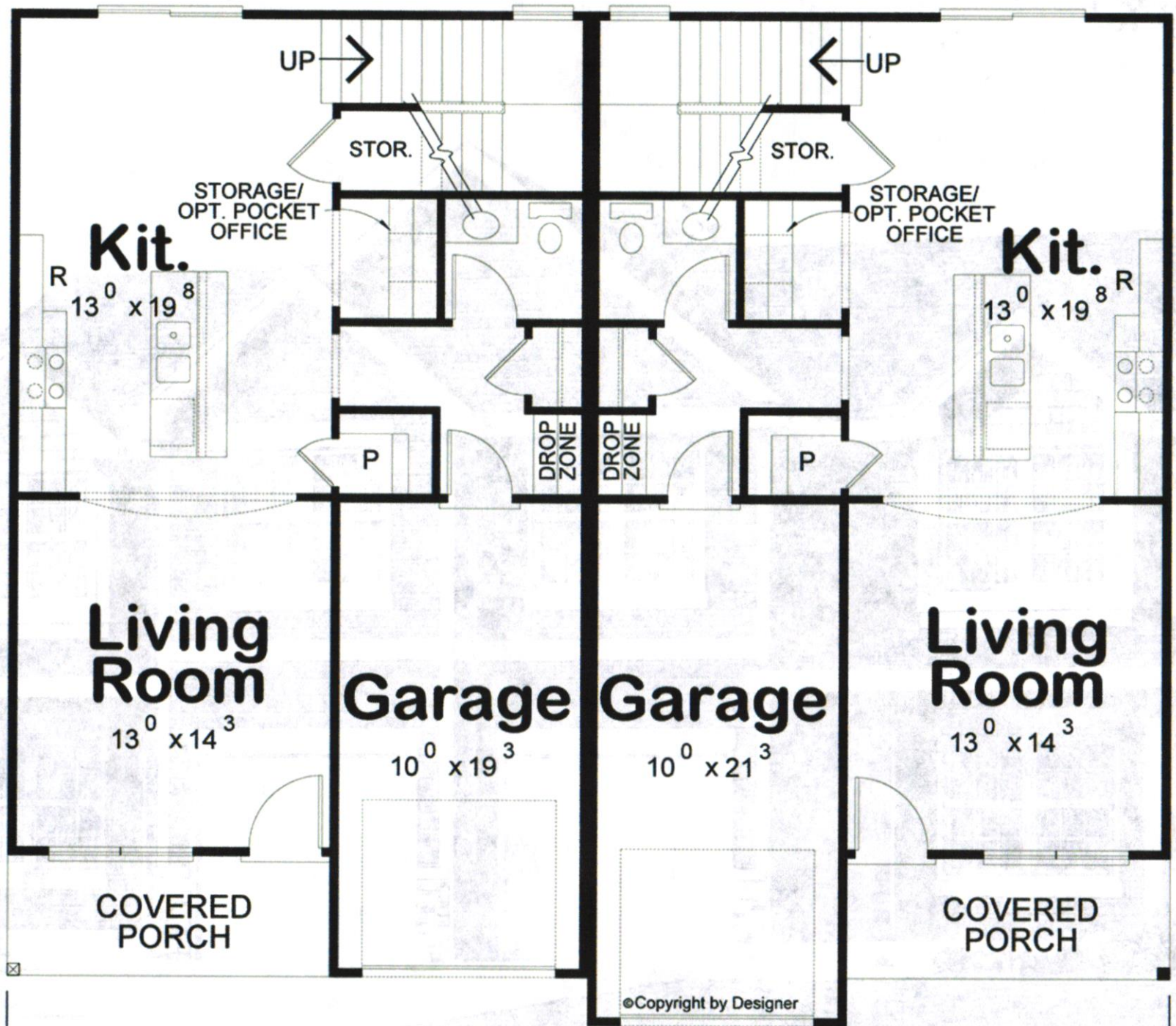
BLOCK 286 LOT 3 SCALE: 4ft 

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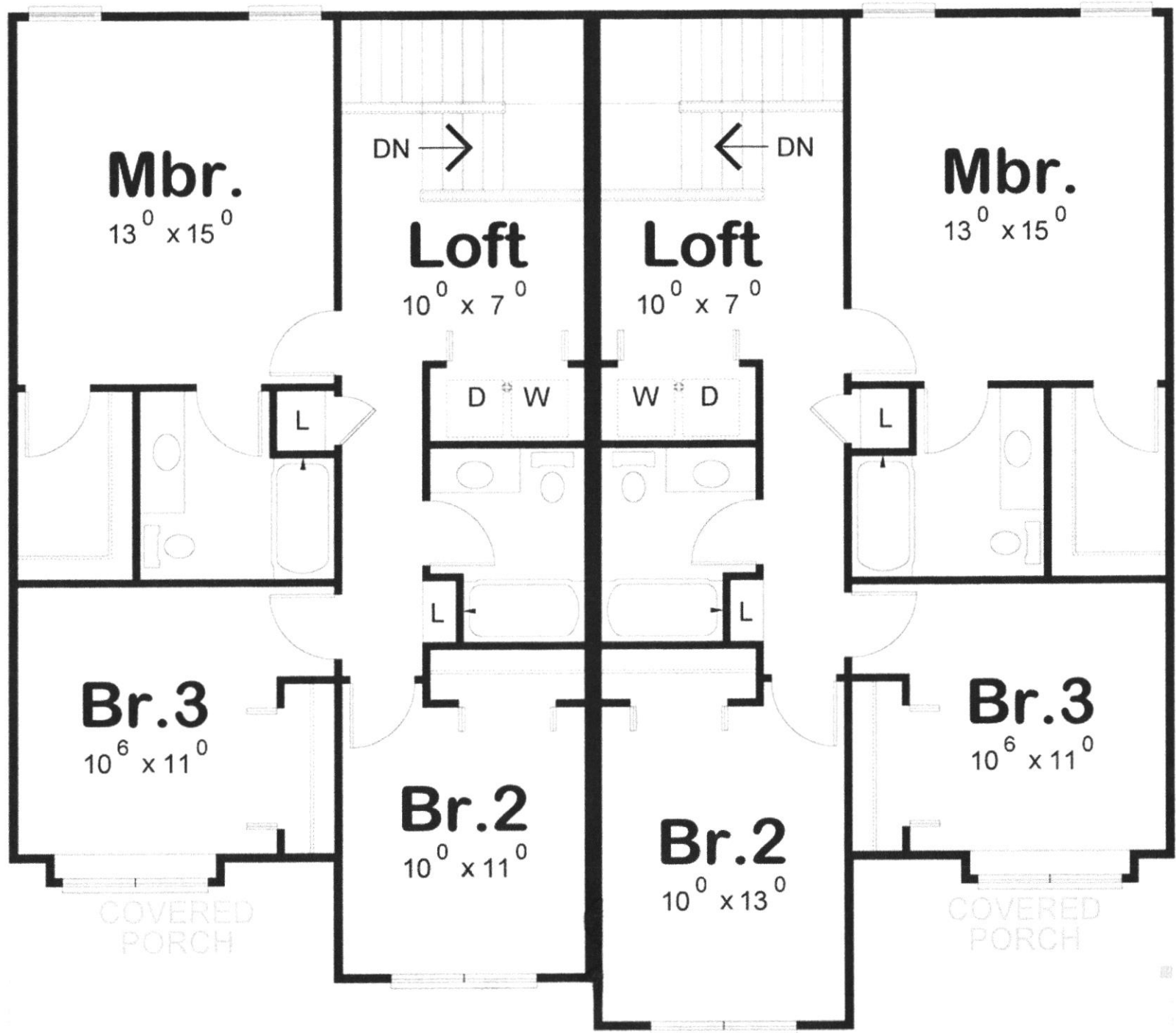


40'-0"



48'-0"

40'-0"



48'-0"



THE CITY OF DURANT

Office of Community Development

Date: 08/07/2024
To: City Council
Case: PC 2024-20
From: Paul Cottrell
Re: Rezone

Request: Consider a request for a rezone to R-3 located at: 820 E. Main in the City of Durant.

Current Zoning: C-3

Surrounding Properties:

Direction	Zoning	Use
North	R-3	Mixed Density Residential
East	C-3	General Commercial District
South	C-3	General Commercial District
West	R-3	Mixed Density Residential

Applicant: Dickie Couch

Background: Applicant desires to live in the church building and convert it/ the lot into a residence or 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.

Analysis:

District Regulations

Minimum Lot Size: 6,000 sq. ft.

Setbacks: 15'

Minimum Parking Requirements: 2.5

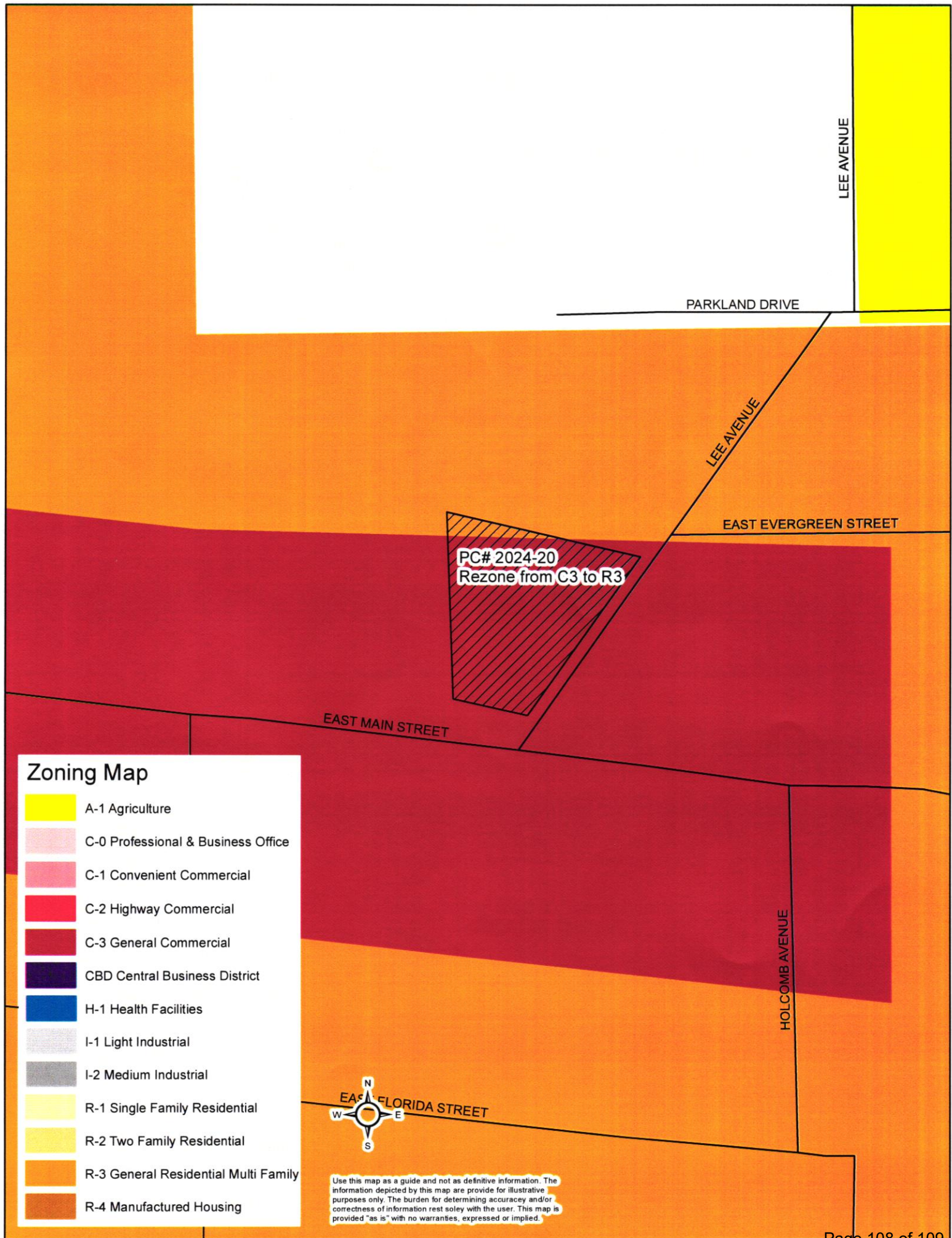
Landscaping Requirement: 5% for all new builds

STAFF Recommendation: Approved to Rezone for R-1.

Planning Commission Recommendation: Rezone to R-1 as per future land use map.



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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



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