

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**

October 8, 2024

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

1. 2024 3rd Quarter Employee Service Awards

ORDER OF BUSINESS

1. Consent Items

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

- a. Consider Approval of Regular Called Meeting Minutes of September 17, 2024
- b. Consider Approval of Budget Supplement BA-25-3-19-23

2. Consider Items Removed from Consent

3. Information Items

- a. August 2024 Financial Reports and September 2024 Sales Tax Report

4. Administration

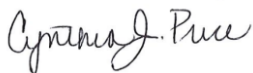
- a. Consider Approval of Group Life/AD&D and Dependent Life Renewal with Symetra, or Take Any Other Appropriate Action
- b. Consideration and Approval for a Preliminary Plat Request for Property Located at Linden Woods and more particularly described as A tract of land located in the N/2 SW/4 of Section 21, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, being more particularly described as follows: Commencing at the Southwest Corner of said N/2 SW/4; thence N00°19'48"E along the West line of said N/2 SW/4, a distance of 969.00 feet; thence N89°49'57"E, a distance of 50.00 feet to the True Point of Beginning, said point being in the East Right-of-Way line of U.S. 69 Business Route; thence N00°19'48"E along said East Right-of-Way line, a distance of 45.00 feet to a point in the North line of the 45 foot wide Road and Utility Easement as recorded in the Office of the Bryan County Clerk in Book 1286, Page 729; thence N89°49'57"E along said North line, a distance of 592.68 feet; thence N00°19'48"E, a distance of 303.41 feet to a point in the North line of said N/2 SW/4; thence N89°49'49"E along said North line, a distance of 1994.46 feet to the Northeast Corner of said N/2 SW/4; thence S00°15'29"W along the East line of said N/2 SW/4, a distance of 423.56 feet to a point in the West Right-of-Way line of the Union Pacific Railway; thence S13°42'22"W along said West Right-of-Way line, a distance of 900.14 feet; thence S89°49'57"W parallel with and 20 feet North of the South line of said N/2 SW/4, a distance of 850.47 feet to a point in the East Right-of-Way line of the Kansas, Oklahoma & Gulf Railway; thence S18°46'36"W along said East Right-of-Way line, a distance of 21.15 feet to a point in the South line of said N/2 SW/4; thence S89°49'57"W along said South line, a distance of 61.43 feet; thence N00°19'48"E, a distance of 969.00 feet; thence S89°49'57"W, a distance of 1460.82 feet to the True Point of Beginning.

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 9:55 a.m. on the 7th day of October 2024.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 10/8/2024
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Called Meeting Minutes of September 17, 2024

Council Information / Action Requested

Approval of Regular Called Meeting Minutes of September 17, 2024

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

ATTACHMENTS:

1. Durant City Council Minutes 09172024 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 22nd day of August 2024 and that an agenda of said meeting was posted at the place of such meeting at 2:50 p.m. on the 16th day of September 2024.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY COUNCIL
September 17, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Vice Mayor Simulescu called the meeting to order at 6:02 p.m.

INVOCATION/FLAG SALUTE

Chaplain Ken Bartholomew provided the invocation. Vice Mayor Simulescu led the flag salute.

ROLL CALL

Present:

Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
City Attorney Tom Marcum
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:

Mayor Martin Tucker

ORDER OF BUSINESS

1. 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 August 13, 2024
- b. Consider Approval of Budget Supplements BA 25-01
- c. Consider Approval of Budget Supplements BA-25-02
- d. Consider Approval of Mayoral Appointment of Lauran Fuller to the Library Advisory Board
- e. Consider Approval of Contract for Housing and Care of Municipal Prisoners (C-2024-47)

Motion To: Approve Consent Items as Presented

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. July 2024 Financial Reports and August 2024 Sales Tax Report

4. Administration

- a. Discussion, Consideration, and Possible Action on Acceptance of a Proposal for Renewal of Excess Workers Compensation Insurance with Arch Insurance Company

Motion To: Accept Proposal for Renewal of Excess Workers Compensation Insurance with Arch Insurance Company

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- b. Consider Approval of Resolution R-2024-14 City of Durant Emergency Operations Plan Update for 2024-2025

Motion To: Approve Resolution R-2024-14 City of Durant Emergency Operations Plan Update for 2024-2025

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- c. Discuss and Consider Withdrawal of Request for Forensic Audit by the Oklahoma State Auditor and Inspector and Take Possible Action

Motion To: Approve Withdrawal of Request for Forensic Audit by the Oklahoma State Auditor and Inspector

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- d. 1) Consider Award of Bid for Uniform Rental Services;
2) Consider Award of Service Contract for Uniform Rental Services

Motion To: Award Bid for Uniform Rental Services fo Clean Uniform Company

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

Motion To: Award Service Contract for Uniform Rental Services Between Clean Uniform Company and City of Durant (C-2024-50)

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- e. Discussion, Consideration, and Possible Action to Consider Approval of Contract for Hi-Lite Airfield Services, LLC. in the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC)

Motion To: Approve Contract for Hi-Lite Airfield Services, LLC in the Amount of \$203,885.95 to Replace the Runway and Taxiway Markings at the Durant Regional Airport (C-2024-19 CC)

Motion By: Humphrey Miller

Seconded By: Danny Sherrer

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- f. Consideration and Approval for a Conditional Use Permit for Property Located at 2101 W. Main Street, Suite 102

Motion To: Approve Conditional Use Permit for Property Located at 2101 W. Main Street, Suite 102

Motion By: Danny Sherrer

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

g. Consideration and Approval for a Re-Plat Request at 1415 West Mulberry Street
Motion To: Approve Re-Plat Request at 1415 West Mulberry Street

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

h. Consideration and Approval for Re-Plat for Linden Woods

Motion To: Approve Re-Plat Request for Linden Woods Contingent Upon Compliance with Setback Provisions

Motion By: Lauran Fuller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

i. 1) Consideration and Approval for a Rezone Request to Replace A-1 General Agriculture District to R-3 General Residential District for Property Located on Rodeo Road and in Durant and more particularly described as: SW/4 SE/4 LESS AND EXCEPT the East 15 feet thereof in Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government survey thereof. (Ordinance O-2024-16, Section 1)

2) Consider Approval of Ordinance O-2024-16, Section 2 Emergency Clause

Motion To: Deny Rezone Request to Replace A-1 General Agricultural District to R-3 General Residential District for Property Located on Rodeo Road and in Durant and More Particularly Described as: SW/4 SE/4 LESS AND EXCEPT the East 15 Feet Thereof in Section 7, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof. (Ordinance O-2024-16, Section 1)

Motion By: Lauran Fuller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- j. 1) Consideration and Approval for a Rezone Request to Replace A-1 General Agricultural District to the R-4 Manufactured Housing District for Property Located at 501 Lee Avenue and More Particularly Described as: The North 210 feet of the SE/4 SW/4 NE/4 of Section 33, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey, LESS AND EXCEPT a tract described as: Beginning at a point 1980 feet West and 589.1 feet North of the E/4 corner of said Section 33; thence N00°39'02"W for a distance of 62.54 feet to a fence corner; thence S89°08'08"E for a distance of 230.17 feet to a fence corner; thence S06°26'55"W for a distance of 72.35 feet to a fence corner; thence N86°40'54"W for a distance of 221.68 feet to the Point of Beginning. (Ordinance O-2024-17, Section 1)
- 2) Consider Approval of Ordinance O-2024-17, Section 2 Emergency Clause

Motion To: Deny Rezone Request to Replace A-1 General Agricultural District to the R-4 Manufactured Housing District for Property Located at 501 Lee Avenue and More Particularly Described as: The North 210 feet of the SE/4 SW/4 NE/4 of Section 33, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey, LESS AND EXCEPT a tract described as: Beginning at a point 1980 feet West and 589.1 feet North of the E/4 corner of said Section 33; thence N00 Degrees39'02" W for a distance of 62.54 feet to a fence corner; thence 506 Degrees 26' 55" W for a distance of 72.35 feet to a fence corner; thence N86 Degrees 40' 54" W for a distance of 221.68 feet to the Point of Beginning (Ordinance O-2024-17, Section 1).

Motion By: Humphrey Miller

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

- k. 1) Consider Approval of Ordinance O-2024-10, Sections 1-6, to Codify the Zoning Changes Approved by City Council;
- 2) Consider Approval of Ordinance O-2024-10, Section 7, Emergency Clause.

Motion To: Approve Ordinance O-2024-10, Sections 1-6

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-10, Section 7 Emergency Clause

Motion By: Lauran Fuller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

5. Executive Session

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

Motion To: Consider Entering Into Executive Session

Motion By: Mike Simulescu

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None

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

No action.

6. New Business

Council Member Miller stated he would like to see Public Comments returned to the council agenda. Council Member Sherrer stated he would also like to see Public Comments returned to the council agenda.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 10/8/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplement BA-25-3-19-23

#335 Appropriate funds for Building Maintenance, Equipment & Main Street Lighting
#336 Appropriate funds for CI Adjustment, FAA Grant& Taxiway, Waterline Allocate
#337 Appropriate funds for CDBG University Intersection project
#338 Appropriate funds for Pendleton Trust Rev and Mini AC Unit
#339 Appropriate funds for Transfer to CI for Waterline Allocation Project

Council Information / Action Requested

Approval of Budget Supplement BA-25-3-19-23

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

ATTACHMENTS:

1. BA 25-3 19-23 Budget Adjustment Register



Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT09160 - BA 25-3-19-23

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000335	FY 24/25 ORIGINAL BUDGET	BA 25-3 19 GF BULD MAINT, EQUIP, & MAIN ST LIGHTING	10/8/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-364-0150	TRSF FROM CAPITAL IMPROVE...	BA 25-3 19 GF BULD MAINT, EQUIP, & MAIN ST ...	0.00	-150,000.00	-150,000.00
October:	-150,000.00				
001-019-550-5058	BUILDING MAINT. & SUPPLIES	BA 25-3 19 GF BULD MAINT, EQUIP, & MAIN ST ...	10,000.00	10,000.00	20,000.00
October:	10,000.00				
001-019-550-5859	BUILDING REPAIR & RENOVATI...	BA 25-3 19 GF BULD MAINT, EQUIP, & MAIN ST ...	165,000.00	100,000.00	265,000.00
October:	100,000.00				
001-019-550-5864	BUILDING EQUIP & FURN	BA 25-3 19 GF BULD MAINT, EQUIP, & MAIN ST ...	5,000.00	20,000.00	25,000.00
October:	20,000.00				
001-019-570-0017	MAIN STREET PROGRAM MAT...	BA 25-3 19 GF BULD MAINT, EQUIP, & MAIN ST ...	35,175.00	20,000.00	55,175.00
October:	20,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000336	FY 24/25 ORIGINAL BUDGET	BA 25-3 20 CI ADJ, FAA TAXIWAY WATERLINE ALLOC.	10/8/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-301-1000	BEGINNING UNENCUMBERED	BA 25-3 20 CI ADJ, FAA TAXIWAY WATERLINE A...	-2,860,628.00	290,190.00	-2,570,438.00
October:	290,190.00				
015-000-361-5500	SALE OF PROPERTY	BA 25-3 20 CI ADJ, FAA TAXIWAY WATERLINE A...	0.00	-242,775.00	-242,775.00
October:	-242,775.00				
015-000-362-7716	FAA GRANT	BA 25-3 20 CI ADJ, FAA TAXIWAY WATERLINE A...	-266,047.00	-203,886.00	-469,933.00
October:	-203,886.00				
015-000-364-4050	TRSF FROM UTILITY AUTHORITY	BA 25-3 20 CI ADJ, FAA TAXIWAY WATERLINE A...	-1,870,897.00	-450,000.00	-2,320,897.00
October:	-450,000.00				
015-006-530-3406	ANIMAL CONTROL FACILITY	BA 25-3 20 CI OLD SR. CENTER TO ANIML SHEL	642,565.00	242,775.00	885,340.00
October:	242,775.00				
015-009-560-6405	DIXON PARK IMPROVEMENT	BA 25-3 20 CI ADJ, FAA TAXIWAY WATERLINE A...	0.00	50,000.00	50,000.00
October:	50,000.00				
015-009-560-6421	RAILS/TRAILS-ODOT CONSTRU	BA 25-3 20 CI ADJ,	50,000.00	-50,000.00	0.00
October:	-50,000.00				
015-016-520-2164	PROFESSIONAL SERVICES	BA 25-3 20 CI PRIOR Y ADJ,	5,000.00	5,000.00	10,000.00
October:	5,000.00				
015-018-550-5832	EM EQUIPMENT & MISC.	BA 25-3 20 CI PRIOR Y ADJ,	42,843.00	-5,785.00	37,058.00
October:	-5,785.00				
015-019-570-7800	FUND RESERVE	BA 25-3 20 CI PRIOR Y ADJ,	1,209,328.00	785.00	1,210,113.00
October:	785.00				
015-019-570-7800	FUND RESERVE	BA 25-3 20 CI TRSF TO GF FOR CITY HALL IMPRV	1,209,328.00	-150,000.00	1,059,328.00
October:	-150,000.00				
015-019-570-7800	FUND RESERVE	BA 25-3 20 CI CDBG UNIVERSITY INTERSECTION P...	1,209,328.00	-273,053.00	936,275.00
October:	-273,053.00				
015-019-599-0010	TRSF TO GENERAL FUND	BA 25-3 20 CI TO GF CITY HALL RENV.	0.00	150,000.00	150,000.00
October:	150,000.00				
015-019-599-9906	TRSF TO CDBG FUND	BA 25-3 20 CI TO CDBG UNIV. INTERSECT. PROJ...	0.00	273,053.00	273,053.00
October:	273,053.00				

Budget Adjustment Register

Packet: GLPKT09160 - BA 25-3-19-23

015-026-520-2103	PROFESSIONAL SERVICES	BA 25-3 20 CI RPIOR Y ADJ,	561,255.00	-126,000.00	435,255.00
October: -126,000.00					
015-026-520-2103	PROFESSIONAL SERVICES	BA 25-3 20 CI PRIOR Y ADJ,	561,255.00	-164,665.00	396,590.00
October: -164,665.00					
015-027-520-2103	WTP ENGINEERING	BA 25-3 20 CI WATERLINE ALLOC.	6,117.00	175,040.00	181,157.00
October: 175,040.00					
015-027-570-7050	SH78 WATERLINE RELOCATE	BA 25-3 20 CI WATERLINE ALLOC.1.8M TOTL	0.00	274,960.00	274,960.00
October: 274,960.00					
015-065-520-2136	PROFESSIONAL SERVICES	BA 25-3 20 CI ADJ, FAA TAXIWAY ENG	224,049.00	475.00	224,524.00
October: 475.00					
015-065-560-6400	AIRPORT IMPROVEMENTS	BA 25-3 20 CI ADJ, FAA TAXIWAY	8,744.00	203,886.00	212,630.00
October: 203,886.00					

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000337	FY 24/25 ORIGINAL BUDGET	BA 25-3-21 24 CDBG 19496 UNIV. INTERSCT PRJ.	10/8/2024		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
250-000-362-4020	24 CDBG-SC 19496	BA 25-3-21 24 CDBG 19496 UNIV. INTERSCT PR...	0.00	-171,250.00	-171,250.00
October: -171,250.00					
250-000-364-2907	TRSF FROM CAP IMP (015)	BA 25-3-21 24 CDBG 19496 UNIV. INTERSCT PR...	0.00	-273,053.00	-273,053.00
October: -273,053.00					
250-140-560-6200	UNIV BLVD INTERSECTION PAV...	BA 25-3-21 24 CDBG 19496 UNIV. INTERSCT PR...	0.00	444,303.00	444,303.00
October: 444,303.00					

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000338	FY 24/25 ORIGINAL BUDGET	BA 25-3-22 PENDLETON TRUST REV AND MINI AC UNIT	10/8/2024		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 25-3-22 PENDLETON TRUST 84 ENERGY	-11,682.00	-3,101.00	-14,783.00
October: -3,101.00					
350-000-363-1000	PENDLETON TRUST	BA 25-3-22 PENDLETON TRUST CITATION	-11,682.00	-1,606.00	-13,288.00
October: -1,606.00					
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 25-3-22 PENDLETON TRUST REV AND MINI ...	311,887.00	4,707.00	316,594.00
October: 4,707.00					
350-015-560-6408	IMPROVEMENTS	BA 25-3-22 MINI AC UNIT	8,925.00	5,190.00	14,115.00
October: 5,190.00					
350-015-570-7400	CONTINGENCY RESERVE	BA 25-3-22 MINI AC UNIT	582,968.00	-5,190.00	577,778.00
October: -5,190.00					

Adjustment Number	Budget Code	Description	Adjustment Date		
BA0000339	FY 24/25 ORIGINAL BUDGET	BA 25-3 23 TRSF TO CI WATERLINE ALLOCATE PRJ1.8M	10/8/2024		

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-030-570-7400	CONTINGENCY RESERVE	BA 25-3 23 TRSF T CI WATERLINE ALLOCATE PR...	900,000.00	-450,000.00	450,000.00
October: -450,000.00					
405-030-599-9917	TRSF TO CAPITAL IMPROVE. FU...	BA 25-3 23 TRSF T CI WATERLINE ALLOCATE PR...	1,855,897.00	450,000.00	2,305,897.00
October: 450,000.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
25	FY 24/25 ORIGINAL BUDGET	001-000-364-0150	TRSF FROM CAPITAL IMPROVEME...	0.00	-150,000.00	-150,000.00
		001-019-550-5058	BUILDING MAINT. & SUPPLIES	10,000.00	10,000.00	20,000.00
		001-019-550-5859	BUILDING REPAIR & RENOVATION	165,000.00	100,000.00	265,000.00
		001-019-550-5864	BUILDING EQUIP & FURN	5,000.00	20,000.00	25,000.00
		001-019-570-0017	MAIN STREET PROGRAM MATCH	35,175.00	20,000.00	55,175.00
		015-000-301-1000	BEGINNING UNENCUMBERED	-2,860,628.00	290,190.00	-2,570,438.00
		015-000-361-5500	SALE OF PROPERTY	0.00	-242,775.00	-242,775.00
		015-000-362-7716	FAA GRANT	-266,047.00	-203,886.00	-469,933.00
		015-000-364-4050	TRSF FROM UTILITY AUTHORITY	-1,870,897.00	-450,000.00	-2,320,897.00
		015-006-530-3406	ANIMAL CONTROL FACILITY	642,565.00	242,775.00	885,340.00
		015-009-560-6405	DIXON PARK IMPROVEMENT	0.00	50,000.00	50,000.00
		015-009-560-6421	RAILS/TRAILS-ODOT CONSTRU	50,000.00	-50,000.00	0.00
		015-016-520-2164	PROFESSIONAL SERVICES	5,000.00	5,000.00	10,000.00
		015-018-550-5832	EM EQUIPMENT & MISC.	42,843.00	-5,785.00	37,058.00
		015-019-570-7800	FUND RESERVE	1,209,328.00	-422,268.00	787,060.00
		015-019-599-0010	TRSF TO GENERAL FUND	0.00	150,000.00	150,000.00
		015-019-599-9906	TRSF TO CDBG FUND	0.00	273,053.00	273,053.00
		015-026-520-2103	PROFESSIONAL SERVICES	561,255.00	-290,665.00	270,590.00
		015-027-520-2103	WTP ENGINEERING	6,117.00	175,040.00	181,157.00
		015-027-570-7050	SH78 WATERLINE RELOCATE	0.00	274,960.00	274,960.00
		015-065-520-2136	PROFESSIONAL SERVICES	224,049.00	475.00	224,524.00
		015-065-560-6400	AIRPORT IMPROVEMENTS	8,744.00	203,886.00	212,630.00
		250-000-362-4020	24 CDBG-SC 19496	0.00	-171,250.00	-171,250.00
		250-000-364-2907	TRSF FROM CAP IMP (015)	0.00	-273,053.00	-273,053.00
		250-140-560-6200	UNIV BLVD INTERSECTION PAVING	0.00	444,303.00	444,303.00
		350-000-363-1000	PENDLETON TRUST	-11,682.00	-4,707.00	-16,389.00
		350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	311,887.00	4,707.00	316,594.00
		350-015-560-6408	IMPROVEMENTS	8,925.00	5,190.00	14,115.00
		350-015-570-7400	CONTINGENCY RESERVE	582,968.00	-5,190.00	577,778.00
		405-030-570-7400	CONTINGENCY RESERVE	900,000.00	-450,000.00	450,000.00
		405-030-599-9917	TRSF TO CAPITAL IMPROVE. FUND	1,855,897.00	450,000.00	2,305,897.00
25 Total:				1,615,499.00	0.00	1,615,499.00
Grand Total:				1,615,499.00	0.00	1,615,499.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:25 - FY 24/25 ORIGINAL BUDGET Fiscal: 2024-2025			
001	215,175.00	0.00	215,175.00
015	-2,247,671.00	0.00	-2,247,671.00
250	0.00	0.00	0.00
350	892,098.00	0.00	892,098.00
405	2,755,897.00	0.00	2,755,897.00
Budget Code 25 Total:	1,615,499.00	0.00	1,615,499.00
Grand Total:	1,615,499.00	0.00	1,615,499.00



The City of Durant

Memorandum

Date: 10/8/2024
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: 10/8/2024
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: August 2024 Financial Reports and September 2024 Sales Tax Report

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

1. August 2024 General Fund (001) Rev and Expenses Report
2. August 2024 CI (015) Rev and Expenses Report
3. August 2024 DCUA (405) Rev and Expenses Report
4. September 2024 Sales Tax Breakdown
5. September 2024 1% Sales Tax 10-Year History
6. September 2024 1% Sales Tax 10-Year Monthly Average

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
AUGUST 2024 - 16.67% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY24/25 Budget	% of Budget Y-T-D
Sales Tax (2%)	865,983	1,696,636	9,836,254	17.25%
Use Tax	235,445	496,999	2,342,412	21.22%
Alcoholic Beverage Tax	20,452	38,515	215,500	17.87%
Tobacco Excise Tax	10,817	20,849	150,000	13.90%
Telephone Franchise Tax	2	8,545	25,000	34.18%
Electric Service Franchise Tax	131,831	233,752	1,500,000	15.58%
Natural Gas Franchise Tax	3,954	7,841	400,000	1.96%
Cable TV Service Franchise Tax	-	-	70,000	0.00%
Vehicle Tax	491	14,394	135,000	10.66%
Gasoline Excise Tax	3,157	6,310	35,000	18.03%
Licenses - All Types	2,375	7,875	25,000	31.50%
Permits - All Types	23,720	72,491	347,500	20.86%
Swimming Pool Revenues	6,045	27,957	66,000	42.36%
Library Café Revenues	356	677	3,000	22.56%
Parks & Rec. Facility Rent Rev	-	-	400	0.00%
Charges For Services	475	13,844	47,500	29.14%
Police Bonds & Fines	69,323	135,317	570,000	23.74%
Interest Earnings	45,808	60,429	120,000	50.36%
Grant Revenues	161	19,743	66,032	29.90%
Miscellaneous Revenues	78,091	127,215	122,683	103.69%
Sub-Total Revenues	1,498,484	2,989,390	16,077,281	18.59%
Transfer from Emp Insurance	-	-	375,000	%
Transfer from Utility Authority	122,138	244,275	1,465,650	16.67%
	122,138	244,275	1,840,650	13.27%
USE OF FUND BALANCE		0	2,571,015	
Total Revenues & Other Financing Sources	1,620,621	3,233,665	20,488,946	15.78%

Department:	This Period	Year-To-Date	Current FY24/25 Budget	% of Budget Y-T-D
City Administration	76,261	132,405	1,019,440	12.99%
City Clerk	12,086	21,257	118,646	17.92%
City Treasurer	44,277	79,886	483,756	16.51%
Legal Services - Attorney	12,148	12,148	136,000	8.93%
Law Enforcement - Police Dept	625,581	1,053,477	6,283,014	16.77%
Animal Control	14,973	29,051	209,815	13.85%
Fire Dept	452,020	746,126	4,523,585	16.49%
Parks, Rec & General Services	91,368	165,330	990,425	16.69%
Swimming Pool	36,454	83,746	320,926	26.09%
Municipal Court	12,754	63,730	178,839	35.64%
Community Development	53,196	95,009	706,180	13.45%
Public Library	77,501	128,079	742,733	17.24%
Street Department	135,796	232,366	1,691,783	13.73%
Economic Development	26,883	36,890	255,441	14.44%
Civil Emergency Management	27,202	62,587	417,682	14.98%
General Government	86,778	151,933	1,047,355	14.51%
City Garage	38,031	68,125	373,712	18.23%
Senior Citizens Center	11,290	18,160	105,968	17.14%
Sub-Total Operating Expenditures	1,834,598	3,180,305	19,605,300	16.22%
Other Financing Uses:				
P. TRSF to I.T. service Fund	27,892	55,785	334,714	
Transfer to Insurance Cash Fund	-	168,932	168,932	100.00%
Transfer to 911 Tax Fund	8,333	16,667	100,000	16.67%
Transfer to DMSC Fund	15,000	30,000	180,000	16.67%
Transfer to Cemetery Operations Fund	8,333	16,667	100,000	16.67%
Sub-Total Transfers Out	59,559	288,051	883,646	32.60%
Total Expenditures & Other Financing Sources	1,894,157	3,468,356	20,488,946	16.93%

Net Gain / (Loss) - Excluding Balance Forward	(273,535)	(234,691)	0
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***August 2024 HAD 3 PAYROLLS

City of Durant, Oklahoma

Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report AUGUST 31, 2024

Revenue Type:	This Period	Year-To-Date	Current FY24/25 Budget
Interest Earnings	35,327	36,829	-
Miscellaneous	35,837	35,837	36,967
CCPF Donation	77,600	77,600	230,000
Sale Of Property	242,775	242,775	-
FAA Grant	-	-	266,047
ODOT Streetscape V Grant	-	-	-
Private Donation	-	-	-
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	7,154
2021 ARPA Grant	-	-	-
OWBR Loan Proceeds	-	-	1,938,473
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%	-	-	-
County Fire Tax Fund	-	-	-
Sub-Total Revenues	391,539	393,041	2,478,641
TRSF From General Fund	-	-	-
TRSF From 1% S.T. Rev. Fund	228,156	438,648	2,460,102
TRSF From Airport Authority	-	25,500	25,500
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	154,658	309,316	1,870,897
REIMB FROM CDBG	-	-	-
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	1,321,982	1,321,982	4,951,568
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Transfer from 2023 CWSRF 210-058	-	-	22,534,500
Equipment Financing	-	-	1,365,000
TRSF From DCFA Fund-Misc	-	-	-
CONTRIBUTED CAPITAL REVENUE (911 TRSF)	-	-	200,000
Sub-Total Transfers In	1,704,796	2,095,446	46,078,367
Balance Forward from FY24 (Unaudited)			2,860,628
Total Revenue & Other Financing Sources	2,096,336	2,488,488	51,417,636
Expenditure Type:	This Period	Year-To-Date	Current FY24/25 Budget
Law Enforcement - Police Dept	-	-	408,690
Animal Control Facility	5,382	5,382	699,011
Neighborhood Services	-	-	-
Communication Ctr.	-	-	220,000
Fire Dept	-	-	809,559
Parks, Rec, & Gen Services	-	-	385,045
Pool	-	-	512,000
Community Development	-	-	-
Street	456,089	480,376	1,451,940
Economic Development	-	-	-
Civil Emergency Management	-	1,190	126,652
General Government	36,338	83,083	1,986,927
Information Technology	-	-	135,500
City Garage	-	-	240,200
Senior Citizens Center	-	-	50,000
Public Works Administration	-	-	146,327
Water / Sewer Line Maintenance	71,272	113,578	3,829,671
Water Treatment Plant	-	41,538	281,587
Wastewater Treatment Plant	-	-	89,000
Collection-Solid Waste	-	-	170,000
Lake Durant	-	-	401,435
Disposal- Solid Waste	142,995	142,995	723,139
Eaker Field Airport	46,770	46,770	1,393,738
Sub-Total Expenditures	758,846	914,913	14,060,421
Sub-total of Transfer Expenses	-	-	-
Total Expenses	758,846	914,913	14,060,421
2020U.S.S.T.R.N. Exp.	-	-	4,089,648
2020 CWSRF OWRB EXP.	-	7,356	10,733,067
2023 CWSRF WWTP IMPV.2 EXO	-	-	22,534,500
Total Fund Expenditures	758,846	922,269	51,417,636
Net Gain / (Loss) - Excluding Balance Forward	1,337,490	1,566,218	-

City of Durant, Oklahoma

Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report AUGUST 2024 - 16.67% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 24/25 Budget	
Licenses and Permits	350	1,247	10,000	12.47%
Laboratory Test Performed	1,224	3,096	20,000	15.48%
Water Service - City-Wide	403,887	708,412	4,000,000	17.71%
Water Sales - RW Dist. #2	6,840	9,873	37,000	26.68%
Water Sales - RW Dist. #5	107,882	209,142	1,250,000	16.73%
Sewer Service Fees	314,829	575,506	3,500,000	16.44%
Sewer Excessive Strength Fees	14,311	34,603	16,800	0.00%
Sanitation Service Fees	302,265	603,830	4,000,000	15.10%
Sanitation - Roll off Bins Revenue	59,345	116,891	772,000	15.14%
Sanitation - Compactor Revenue	49,403	92,960	600,000	15.49%
Landfill Gate Fees (excluding Xfer ST.)	(972)	33,912	101,500	33.41%
Transfer Station Fees Revenue	22,321	52,272	150,000	34.85%
Interest Earnings	36,027	40,593	60,000	67.66%
Agri. Lease Revenue	-	-	4,500	0.00%
Late Payment Penalties	10,838	20,995	100,000	21.00%
Non Payment Fee	9,904	21,601	120,000	18.00%
Bad Debt Collect Fees Revenue	83	286	5,000	5.72%
Water Tower Lease	6,830	13,659	90,000	15.18%
DCUA Service Initiation Fee	3,780	6,900	30,000	23.00%
Tap Fees: Water & Sewer	22,112	22,562	200,000	11.28%
Recyclable Products SW Dis.	471	471	10,000	4.71%
Interest Earnings in 2007 USSTRN Proj. Acct.	355	672	1,800	37.31%
Miscellaneous Revenues	1,946	2,338	1,313	0.00%
2020 Airport Tank Principal Pymt	-	21,464	21,464	100.00%
2020 Airport Tank Interest Pymt	-	615	615	100.00%
Trans from emp insurance 005	-	-	240,000	0.00%
Trans from General Fund	-	-	-	0.00%
Sub-Total Operating Revenues	1,374,029	2,593,900	15,341,992	16.91%

USE OF FUND BALANCE

18,295

Total Revenues & Other Financing Sources	1,374,029	2,593,900	15,360,287	16.89%
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Expense Type:	This Period	Year-To-Date	Current FY 24/25 Budget	
Public Works Administration	43,958	65,308	498,084	13.11%
Utility Billing	64,027	110,579	710,177	15.57%
Water/Sewer Line Maintenance	148,748	235,316	1,500,688	15.68%
Water Treatment Plant	129,666	230,312	1,645,590	14.00%
Wastewater Treatment Plant	101,189	189,402	1,288,001	14.71%
Solid Waste - Collections	86,629	181,063	1,403,074	12.90%
Utility General Administration	141,349	143,536	2,550,902	5.63%
Lake Durant	4,031	9,082	51,300	17.70%
Solid Waste - Disposals	212,315	360,866	1,900,393	18.99%
Sub-Total Operating Expenses	931,912	1,525,464	11,548,208	13.21%

Transfer to Insurance Cash Fund	-	255,522	255,522	100.00%
Transfer to General Fund	122,138	244,275	1,465,650	16.67%
Transfer to Capital Improvement Fund	154,658	309,316	1,855,897	16.67%
Transfer to DMSC Fund 500	-	-	-	
Transfer to Airport Authority	12,943	25,885	155,312	16.67%
Transfer to DCUA Sinking Fund	6,642	13,283	79,698	16.67%
Sub-Total Transfer Expenses	296,380	848,282	3,812,079	

Reserve - Contingency

DCUA Fund Expense & Transfer Totals:	296,380	848,282	3,812,079	
Total Fund Expenses & Transfers	1,228,292	2,373,746	15,360,287	15.45%
Net Gain / (Loss) - Excluding Balance Forward	145,737	220,155	(0)	

***August 2024 HAD 3 PAYROLLS

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail	
1% Capital Improvements - for Debt Services/Payment	\$424,938.85
2% General Operations-For General Operation	\$849,877.69
1/4% Economic Development- Fund 110 for Indurstry Improv	\$106,234.71
1/4% Multi-Sports Facilities -For DMSC	\$106,234.71
1/4% SOSU Improvements-For SOSU Football Field & Arena	\$106,234.71
5/8% DISD Improvements - for High School	\$265,586.78
Total Sales Tax Rev. Sept 2024, 4-3/8%	\$1,859,107.45

\$584,290.91

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

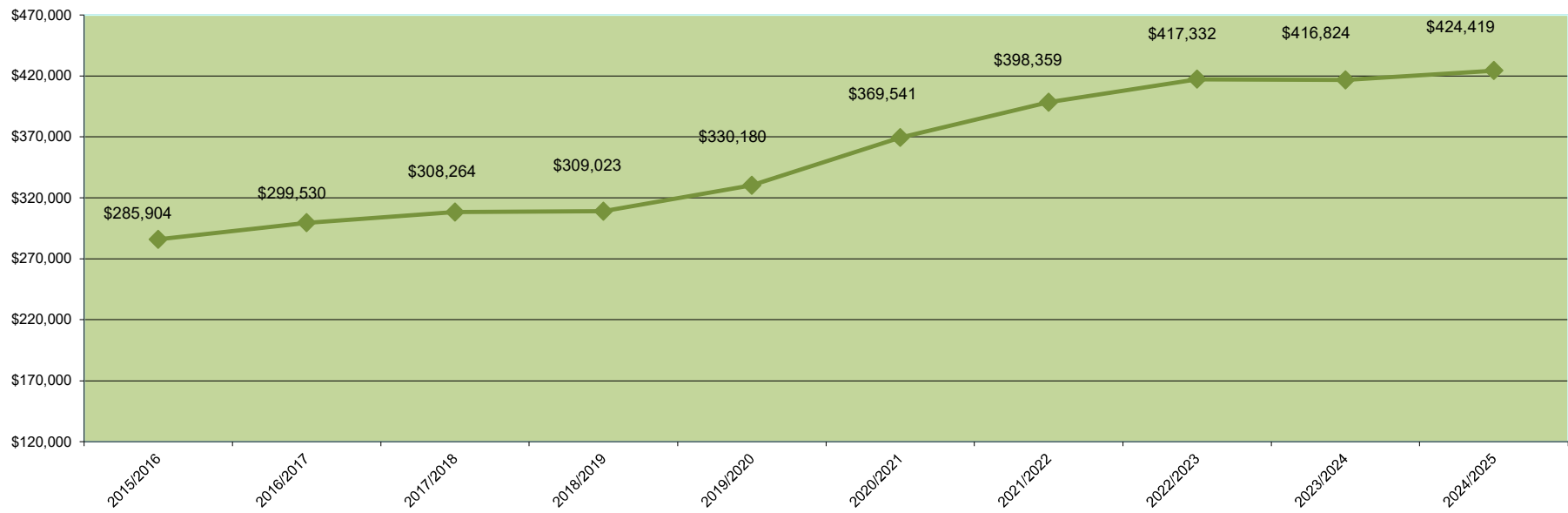
	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	% Change	Single Month Period
July	\$285,723	\$282,117	\$313,058	\$329,525	331,058	376,455	411,465	429,866	428,333	415,327	-3.03%	June / July
August	\$301,211	\$314,889	\$329,217	\$323,680	343,378	371,268	405,522	436,588	445,870	432,991	-2.95%	July / Aug.
September	\$310,412	\$292,744	\$298,291	\$309,656	340,005	375,103	396,622	406,801	426,408	424,939	-0.36%	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	\$1,273,257		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	\$424,419		
% change from prior yr.	1.57%	4.77%	2.92%	0.25%	6.85%	11.92%	7.80%	4.76%	-0.12%	-1.21%		
\$ change from prior yr.	\$52,906	\$163,515	\$104,802	\$9,109	\$253,889	391,781	345,815	227,683	(6,098)	(60,807)		

Current Month Sales Tax Revenue Deta	
1/4% Economic Development (eff)	\$106,234.71
1/4% Multi-Sports Facilities (effe	\$106,234.71
1/4% SOSU Improvements (effecti	\$106,234.71
1% Capital Improvements (effectiv	\$424,938.85
2% General Operations	\$849,877.69
5/8% DISD Improvements (effecti	\$265,586.78
Total Sales Tax Rev. Sept. 2024 @	\$1,859,107.45
* Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)	

Use Tax	DISD Monthly
\$44,725.23	\$310,312.01

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	Current 12 - Month Period	% Change
\$5,035,343	\$4,974,537	-1.21%

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





The City of Durant

Memorandum

Date: 10/8/2024
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: 10/8/2024
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Consider Approval of Group Life/AD&D and Dependent Life Renewal with Symetra, or Take Any Other Appropriate Action

Group Life/AD&D and Dependent Life renewal with Symetra reflects no change in the City's premium for 24/25. The rates are guaranteed until July 1, 2026. The current benefit year will be short (November 2024-June 2025) and then the anniversary date will move to July to coincide with the budget year.

Council Information / Action Requested

Approval of Group Life/AD&D and Dependent Life Renewal with Symetra

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

ATTACHMENTS:

1. PH 20769 Life Rider #01
2. 20769 Premium Rate Notice eff 10-1-2024



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Incorporation Provision

Policy Rider

Rider Number: 1
Policyholder: City of Durant
Policy Number: 01 020769 00

The Certificate(s) of Insurance, Rider(s), Policy change(s) and certificate change(s) are attached to, incorporated in and made a part of, The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy, except as stated herein.

<u>Rider</u>	<u>Effective Date of Incorporation</u>	<u>Applicable to</u>
1	September 23, 2024	Class 1
<u>Policy Change(s)</u>	<u>Effective Date of Change</u>	
	October 1, 2024	

The following is amended:
Policy Face Page – Anniversary Date

Policy Page(s) Changed

LGC 13000/OK 08/06, Policy Face Page

The provisions found in the certificate(s) will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificate(s) remain the same.

City of Durant

Symetra Life Insurance Company

By: _____

By: Margaret Meister
President

Title: _____

Date: _____

Date: September 24, 2024

Instructions: (1) Sign and return original to Symetra.
(2) Retain a copy with your policy.



Name of Policyholder: City of Durant

Policy Number:
01 020769 00

Effective Date:
November 1, 2023

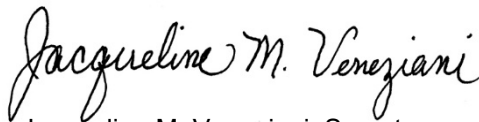
Place of Delivery:
Oklahoma

Anniversary Date:
July first of each year beginning in
2025

Premium Due Dates:
Monthly, on the first day of each policy
month.

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington, 98004-5135
(An insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The Policy.

Signed for The Company


Jacqueline M. Veneziani, Secretary


Margaret Meister, President

Fraud Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Table of Contents
Premium Provisions
Premium Schedule
Policy Provisions
Incorporation Provision

Rider #1, Effective October 1, 2024

Symetra ® is a registered service mark of Symetra Life Insurance Company.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Certificate Rider

Rider Number: 1
Policyholder: City of Durant
Policy Number: 01 020769 00

The Rider(s) form a part of the Certificate of Insurance given in connection with The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of the Certificate of Insurance, except as stated herein.

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/OK-CERT 08/06	October 1, 2024	Class 1

Certificate Change(s)

The following is amended:
Certificate Face Page – Policy Anniversary Date

Certificate Page(s) Changed

LGC 13500/OK-CERT 08/06; Certificate Face Page

The provisions found in the certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, the certificate remains the same.

Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

CLASS 1



CERTIFICATE OF INSURANCE

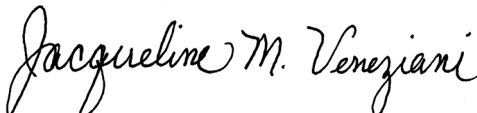
Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder: City of Durant
Policy Number: 01 020769 00
Policy Effective Date: November 1, 2023
Policy Anniversary Date: July first of each year beginning in 2025

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us. The Policy may be inspected at the office of the Policyholder.

Signed for The Company


Jacqueline M. Veneziani, Secretary


Margaret Meister, President

Fraud Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Rider #1, Effective October 1, 2024

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Schedule of Insurance

The benefits described herein are those in effect as of: November 1, 2023

Cost of Coverage:

Non-Contributory Coverage:

Basic Life Insurance

Basic Accidental Death and Dismemberment Insurance

Basic Dependent Life Insurance

Eligible Class(es) for Coverage: All full-time Active Employees working a minimum of 30 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Active Full-Time Employees

Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer on the Policy Effective Date: None.

If You start working for the Employer after the Policy Effective Date: None.

Life Insurance Benefit

Benefit Amounts are rounded to the next higher \$1,000, if not already a multiple thereof.

Employee

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	1 x Earnings Minimum: \$20,000	\$250,000	\$250,000

Dependent

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1			
Spouse	\$10,000	\$10,000	\$10,000
Child			
birth to 26 years	\$5,000	\$5,000	\$5,000
to age 30 if full-time student			

Accidental Death and Dismemberment Insurance Benefit (AD&D)

Principal Sums are rounded to the next higher \$1,000, if not already a multiple thereof.

Employee

<u>Basic</u>	<u>Principal Sum</u>	<u>Principal Maximum Sum</u>
Class 1	1 x Earnings Minimum: \$20,000	\$250,000

Schedule of Insurance

Additional Accidental Death and Dismemberment Insurance Benefits

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount: 10% of Basic AD&D Principal Sum
Seat Belt Maximum Amount: \$10,000
Seat Belt Minimum Amount: \$1,000

Air Bag Benefit Amount: 5% of Basic AD&D Principal Sum
Air Bag Maximum Amount: \$5,000

Repatriation Benefit

Benefit Amount: 5% of Basic AD&D Principal Sum
Maximum Amount: \$5,000

Child Education Benefit

Benefit Amount: 5% of Basic AD&D Principal Sum
Maximum Amount: \$5,000
Minimum Amount: \$2,500

Day Care Benefit

Benefit Amount: 5% of Basic AD&D Principal Sum
Maximum Amount: \$5,000
Minimum Amount: \$2,500

Spouse Education Benefit

Benefit Amount: 5% of Basic AD&D Principal Sum
Maximum Amount: \$5,000
Minimum Amount: \$2,500

Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

Reduction in Coverage Due to Age

Applies to Basic Life Insurance and Basic Accidental Death and Dismemberment Insurance:

We will reduce the Life Insurance Benefit and Principal Sum for You to the percentage indicated in the table below. This reduction will be effective on the date You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

Your Age	Benefit % You Receive
65	65%
70	50%

Applies to Basic Spouse Life Insurance:

No reduction.

Schedule of Insurance

Noninsurance Benefits

From time to time We may offer or provide to You noninsurance benefits and services. In addition, We may arrange for third party service providers to give access to You to discounted goods and services. While We have arranged for this access, the third party service providers are liable to You for the provision of such goods and/or services. We are not responsible for the provision of such goods and/or services nor are we liable for the failure of the provision of the same. Further, Symetra is not liable to You for the negligent provision of such goods and/or services by third party service providers.

Definitions

Active Employee

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Airworthiness Certificate

means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

Civil or Public Aircraft

means a Civil or Public Aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

Common Carrier

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Dependent Child

means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage who:
 - a) live with You in a regular parent-child relationship; or
 - b) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth to age 26;
- 2) age 26, but under age 30 and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
- 3) age 26 or older and disabled. Such children must have become disabled before attaining age 26. You must submit proof, satisfactory to Us, of such children's disability.

Definitions

Dependent

means Your Spouse and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

Earnings

means Your regular annual rate of pay not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the date of Loss.

Employer

means the Policyholder.

FAA

means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

Guaranteed Issue Amount

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Injury

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Military Transport Aircraft

means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

Motor Vehicle

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Definitions

Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

On

means, when used with reference to any conveyance (land, water or air), in or On, boarding or alighting from the conveyance.

Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Scheduled Aircraft

means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) is licensed by the FAA for the transportation of passengers for hire; and
- 2) publishes its flight schedules and fares for regular passenger service.

Spouse

means Your Spouse who is not legally separated or divorced from You.

The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our

means the insurance company named on the face page of The Policy.

Definitions

You or Your

means the person to whom this certificate is issued.

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

Enrollment: *How do I enroll for coverage for myself and my Dependents?*

Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; ; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Dependent Evidence of Insurability Requirements: *When will my Dependent first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status; or
- 2) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is \$5,000 or less.

Eligibility and Enrollment

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) the amount of Dependent Life Insurance will equal the amount for which Your Dependent was eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependent will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Period of Coverage

Effective Date: *When does my coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible for Dependent coverage.

Coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependent Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Period of Coverage

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependent?*

If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Period of Coverage

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
 - a) during the last 12 consecutive month period; or
 - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the date You or Your Employer terminates Your employment; or
- 5) the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage; or
- 5) the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage and my Dependent coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You or Your Dependent will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your and Your Dependent coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage (including Dependent Life coverage) may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Period of Coverage

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, all of Your coverage (including Dependent Life coverage) may be continued for up to 12 months. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 26 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 26.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Period of Coverage

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance; and
- 2) Basic Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

Disabled: *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

Period of Coverage

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;
or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

Benefits

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$187,500. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 12 months or less.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

Benefits

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependent coverage?*

To convert Your coverage or coverage for Your Dependent, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Benefits

Conversion Policy Provisions: *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependent die before coverage is converted?*

We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Portability Benefits: *What is Portability?*

Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Basic Life Insurance and Basic Dependent Life Insurance.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Qualifying Events for Your Dependent are:

- 1) Your Employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Benefits

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your Basic coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$10,000 for Your Spouse; or
- 3) \$5,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Spouse be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Effect of Portability on other Provisions: *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Benefits

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) Your body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.

Benefits

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Repatriation Benefit: *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Benefits

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

- 1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Children:

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Student means Your Child who on the date of Your death:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Benefits

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children;
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Benefits

Spouse Education Benefit: *When is the Spouse Education Benefit payable?*

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training. The expense must be incurred within two years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Benefits

Exclusions: *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 6) Injury sustained while On any aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner;
 - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization whose eligible persons are covered under The Policy; or
 - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 7) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 8) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 9) Injury sustained while committing or attempting to commit a felony;
- 10) Injury sustained while Intoxicated; or
- 11) Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 20 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 365 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within 90 days; after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

General Provisions

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment Insurance Benefits.

All statements made by You or the Employer or persons insured under The Policy are true and complete to the best of the knowledge and belief of the person(s) making them.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You and You or Your beneficiary must be provided a copy.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

General Provisions

Legal Actions: *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependent were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

SYMETRA LIFE INSURANCE COMPANY
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

PREMIUM RATE NOTICE

Policy Number: 01 020769 00

Policyholder: **City of Durant**

Effective Date of Premium Rates: October 1, 2024

Coverage

Monthly Rate

Basic Life Insurance	\$0.155 per \$1,000
Basic Accidental Death and Dismemberment Insurance	\$0.020 per \$1,000
Basic Dependent Life Insurance	\$3.210 per Family Unit

Rates will be guaranteed until July 1, 2026 unless there is a change in benefits, eligibility, or an Associated Company is added.

SYMETRA LIFE INSURANCE COMPANY



By: Margaret Meister, President

Registrar: John Paul Parikh

Date: September 27, 2024

- Instructions:
- (1) Use these rates beginning on the effective date shown above.
 - (2) Retain this Premium Rate Notice with your policy.



The City of Durant

Memorandum

Date: 10/8/2024

To: Mayor and City Council

From: Paul Cottrell, Building Inspector

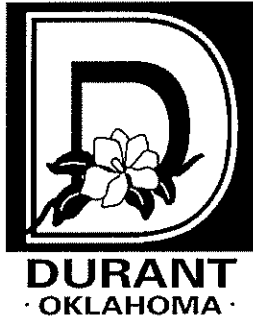
Re: Consideration and Approval for a Preliminary Plat Request for Property Located at Linden Woods and more particularly described as A tract of land located in the N/2 SW/4 of Section 21, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, being more particularly described as follows: Commencing at the Southwest Corner of said N/2 SW/4; thence N00°19'48"E along the West line of said N/2 SW/4, a distance of 969.00 feet; thence N89°49'57"E, a distance of 50.00 feet to the True Point of Beginning, said point being in the East Right-of-Way line of U.S. 69 Business Route; thence N00°19'48"E along said East Right-of-Way line, a distance of 45.00 feet to a point in the North line of the 45 foot wide Road and Utility Easement as recorded in the Office of the Bryan County Clerk in Book 1286, Page 729; thence N89°49'57"E along said North line, a distance of 592.68 feet; thence N00°19'48"E, a distance of 303.41 feet to a point in the North line of said N/2 SW/4; thence N89°49'49"E along said North line, a distance of 1994.46 feet to the Northeast Corner of said N/2 SW/4; thence S00°15'29"W along the East line of said N/2 SW/4, a distance of 423.56 feet to a point in the West Right-of-Way line of the Union Pacific Railway; thence S13°42'22"W along said West Right-of-Way line, a distance of 900.14 feet; thence S89°49'57"W parallel with and 20 feet North of the South line of said N/2 SW/4, a distance of 850.47 feet to a point in the East Right-of-Way line of the Kansas, Oklahoma & Gulf Railway; thence S18°46'36"W along said East Right-of-Way line, a distance of 21.15 feet to a point in the South line of said N/2 SW/4; thence S89°49'57"W along said South line, a distance of 61.43 feet; thence N00°19'48"E, a distance of 969.00 feet; thence S89°49'57"W, a distance of 1460.82 feet to the True Point of Beginning.

Council Information / Action Requested

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

ATTACHMENTS:

1. CC Staff Report Lindenwood
2. Lindenwoods NE Plat
3. Lindenwoods NE Preliminary Site Plan
4. Lindenwoods SITE MASTER PLAN1



THE CITY OF DURANT

Office of Community Development

Date: 10/2/2024
To: City Council
Case: PC-2024-30
From: Paul Cottrell
Re: Plat.

Request: Consider a request to plat property located at the end of Linden Woods Dr. in order to build 25 single family homes.

Current Zoning: R-3 General Residential.

Surrounding Properties:

Direction	Zoning	Use
North	R-3	Unused
West	R-3	Single/Multi Family
South	R-3	Unused
East	R-3	Railroad

Applicant: HPH Investors LP.

Background: Applicants approached staff seeking to plat the current property to build single family structures.

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 rezone request.

Analysis: Very large un-platted residential land. Recent concern of means of egress. Okie Safety reviewed and approved plans. Informed us that anything less than 30 habitable units does not require a second means of egress and the current site plan is ok.

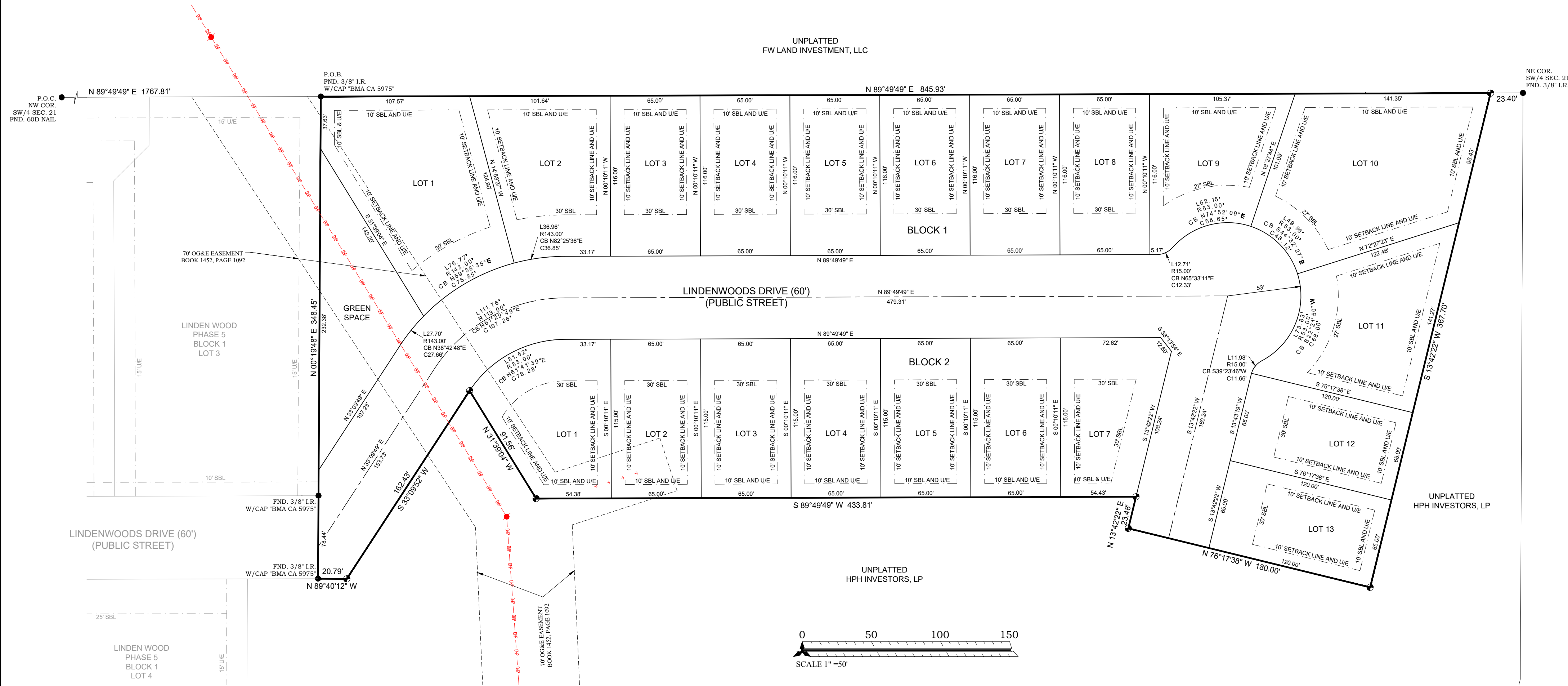
The current Future Land Use map shows this area as mixed use of commercial and residential.

Staff Recommendation: Current master plans does not include second means of egress and setbacks for residential structures.

PC Recommendation: Recommends denial of plat until a full site plan has been submitted that shows the second means of egress and proper setback requirements met.

Required Action: Hold a public hearing and recommend approval or denial of the plat of land located at the end of Linden Wood Dr. Any specific conditions imposed by the Council should be read into any approval motion.

LINDEN WOOD NORTHEAST
PART OF SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 6 SOUTH, RANGE 9 EAST
OF THE INDIAN MERIDIAN,
DURANT BRYAN COUNTY, OKLAHOMA



LEGAL DESCRIPTION:

A tract of land located in the North Half of the Southwest Quarter (N/2 SW/4) of Section Twenty-One (21), Township Six (6) South, Range Nine (9) East of the Indian Base and Meridian, Bryan County, Oklahoma, being more particularly described as follows;

COMMENCING at the Northwest Corner of said N/2 SW/4,
THENCE N89°49'49"E, along the North line of said N/2 SW/4, a distance of 1767.81 feet to the TRUE POINT OF BEGINNING, said point being the Northeast corner of Linden Wood Phase 5;
THENCE continuing N89°49'49"E, along said North line a distance of 845.93 feet; THENCE S13°42'22"W, a distance of 367.70 feet; THENCE N76°17'38"W, a distance of 180.00 feet; THENCE N13°42'22"E, a distance of 23.48 feet;
THENCE S89°49'49"W, parallel with said North line, a distance of 433.81 feet; THENCE N31°39'04"W, a distance of 91.56 feet; THENCE S33°09'52"W, a distance of 162.43 feet; THENCE N89°40'12"W, a distance of 20.79 feet; THENCE N00°19'48"E, along the East line of Linden Wood Phase 5, a distance of 348.45 feet to the TRUE POINT OF BEGINNING.
Containing 5.57 acres, more or less.

Basis of Bearings are Geodetic North.
Said being described by Robby L. Johnson, RPLS No. 1539 on July 23, 2024.

LICENSED LAND SURVEYOR'S CERTIFICATE

I, ROBBY L. JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT

Robby L. Johnson, R.P.L.S. No. 1539
Bennett-Morris & Associates, Land Surveying, P.C.
C.A. No. 5975 (LS)
P.O. Box 2618, Ada, Oklahoma 74821
PH. 580-279-1795 Fax 888-662-7778

COUNTY OF BRYAN
STATE OF OKLAHOMA

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, ON THIS _____ DAY OF _____, 2024.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC NO

FLOOD ZONE

SUBJECT PROPERTY DOES LIE WITHIN DESIGNATED FLOOD ZONE (X) AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY: F.E.M.A. MAP NO. 40013C0190E MAP REVISED JUNE 2, 2011. LOW LYING AND CREEK AREAS MAY BE SUBJECT TO FLOODING.

OWNERS CERTIFICATE & DEDICATION:

THE UNDERSIGNED HEREBY DEDICATE FOR THE PUBLIC USE OF ALL THE STREETS SHOWN HEREON AND DEDICATE FOR USE BY PUBLIC OR QUASI-PUBLIC ENTITIES PROVIDING ELECTRIC, TELEPHONE, GAS OR WATER UTILITY SERVICES, OR SEWER SERVICES, THOSE EASEMENTS LABELED DRAINAGE EASEMENT, UTILITY EASEMENT, OR BOTH, SHOWN HEREON, ALL IN THE WIDTH, LENGTH, AND LOCATION DESIGNATED ON THE PLAT, AND SUCH EASEMENTS SHALL NOT BE USED FOR INGRESS AND EGRESS BY THE PUBLIC NOR BY ANY OTHER UTILITY SERVICE COMPANY OR PERSONS WHOMSOEVER EXCEPT AS INCIDENTAL TO AND REQUIRED IN CONNECTION WITH THE USE OF THE EASEMENTS FOR THEIR SPECIFIC PURPOSE AS SHOWN ON THE ANNEXED PLAT OF LINDEN WOOD NORTHEAST TO THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA. THE TRANSACTION OF THIS IRREVOCABLE OFFER OF DEDICATION SHALL BE CONSUMMATED UPON THE EXECUTION OF THE ACCEPTANCE OF DEDICATION BY CITY COUNCIL AS SET FORTH HEREON, FOR THE THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF LINDEN WOOD NORTHEAST TO THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA.

HPH INVESTORS, LP
BY: EXPRESS DEVELOPMENT, INC.; ITS GENERAL PARTNER

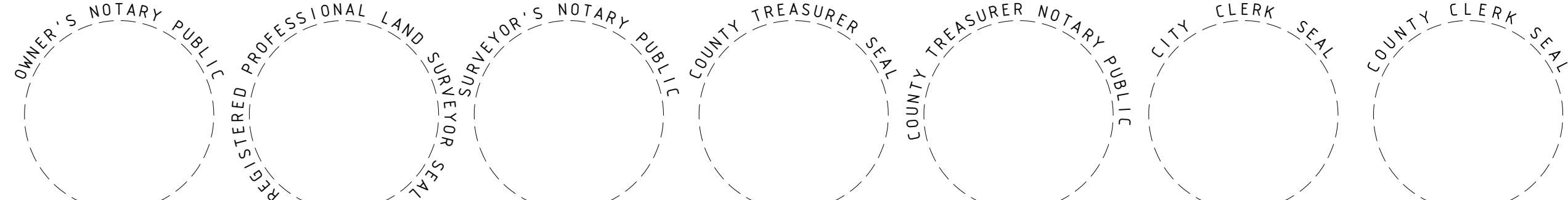
BY: KRISTINE M. TIBBETTS, PRESIDENT

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED KRISTINE M. TIBBETTS, PRESIDENT OF EXPRESS DEVELOPMENT INC., THE GENERAL PARTNER OF HPH INVESTORS, LP, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC



DURANT CITY PLANNING
COMMISSION APPROVAL

I, _____, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION FOR THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA, HEREBY CERTIFY THAT SAID COMMISSION DULY APPROVED THE PLAT OF LINDEN WOOD NORTHEAST TO THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA ON THIS _____ DAY OF _____, 2024.

CHAIRMAN SECRETARY

COUNTY TREASURER'S CERTIFICATE

I, _____, THE DULY ELECTED AND QUALIFIED COUNTY TREASURER OF BRYAN COUNTY, OKLAHOMA, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES UP TO AND INCLUDING THE YEAR 20 _____ ON THE ABOVE DESCRIBED PROPERTY KNOWN AS LINDEN WOOD NORTHEAST, BEING A PART OF THE SW/4 OF SECTION 21, T6S, R9E, 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 A.D.

COUNTY TREASURER

COUNTY OF BRYAN
STATE OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

ACCEPTANCE of DEDICATION
BY CITY COUNCIL

LET IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA, THAT THE STREETS, AVENUES, AND EASEMENTS FOR PUBLIC USE ON THIS PLAT OF LINDEN WOOD NORTHEAST TO THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA ARE HEREBY ACCEPTED. ADOPTED BY THE CITY COUNCIL OF THE CITY OF DURANT, BRYAN COUNTY OKLAHOMA, THIS _____ DAY OF _____, 2024.

SIGNED: _____ SIGNED: _____
MAYOR CITY CLERK

CERTIFICATE FOR CITY
OF DURANT ACCEPTANCE
COUNTY OF BRYAN

I, _____, CITY CLERK OF THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA, DO HEREBY VERIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL PAYMENTS OF UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THERE ARE NO SPECIAL ASSESSMENT PROCEDURES NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT OF LINDEN WOOD NORTHEAST TO THE CITY OF DURANT, BRYAN COUNTY, OKLAHOMA ON THIS _____ DAY OF _____, 2024.

SIGNED: _____
CITY CLERK

COUNTY CLERK CERTIFICATE
STATE OF OKLAHOMA
COUNTY OF BRYAN

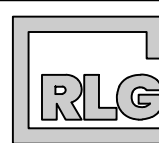
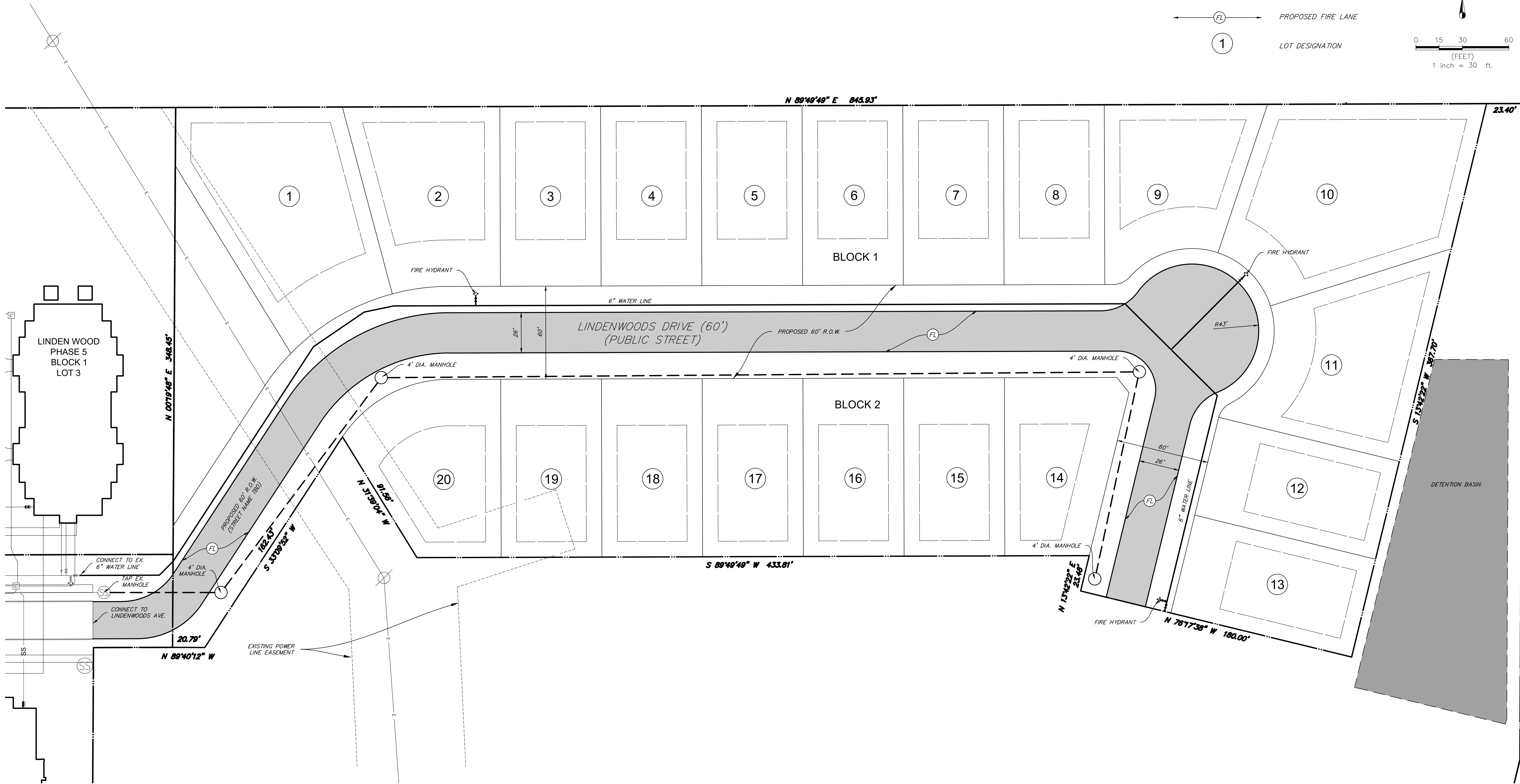
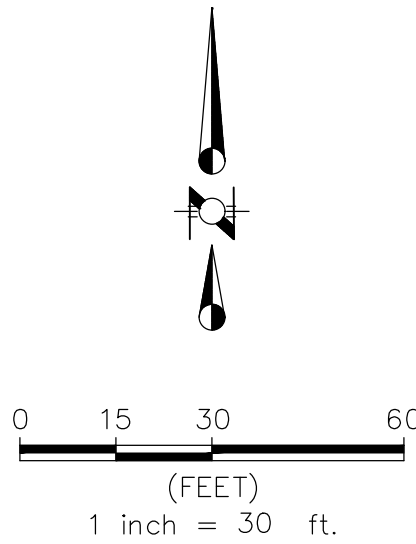
THIS INSTRUMENT WAS FILED ON THE _____ DAY OF _____, 2024 A.D. AT _____ AND DULY RECORDED IN BOOK _____, PAGE _____.

COUNTY CLERK

BRYAN COUNTY, OKLAHOMA	<table><tr><td colspan="2">© COPYRIGHT 2024 Bennett-Morris And Associates Land Surveying, P.C. - C.A. No. 5975 (LS)</td></tr><tr><td>SCALE: 1in = 50ft</td><td>DATE: 07/25/2024</td></tr><tr><td>PROJECT NUMBER: 2024-0001</td><td>PROJECT NAME: LINDEN WOOD NORTHEAST</td></tr><tr><td>FIELD BOOK: _____</td><td>FIELD NO.: _____</td></tr><tr><td>SHEET: 1 OF 1</td><td></td></tr></table>	© COPYRIGHT 2024 Bennett-Morris And Associates Land Surveying, P.C. - C.A. No. 5975 (LS)		SCALE: 1in = 50ft	DATE: 07/25/2024	PROJECT NUMBER: 2024-0001	PROJECT NAME: LINDEN WOOD NORTHEAST	FIELD BOOK: _____	FIELD NO.: _____	SHEET: 1 OF 1		<table><tr><td colspan="2">PRELIMINARY PLAT OF LINDEN WOOD NORTHEAST DURANT, BRYAN COUNTY</td></tr><tr><td colspan="2">SURVEYING AND MAPPING BY Bennett-Morris And Associates Land Surveying, P.C. ADA, OKLAHOMA</td></tr></table>	PRELIMINARY PLAT OF LINDEN WOOD NORTHEAST DURANT, BRYAN COUNTY		SURVEYING AND MAPPING BY Bennett-Morris And Associates Land Surveying, P.C. ADA, OKLAHOMA		
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LEGEND

- PROPOSED CURB
PROPOSED WATER
PROPOSED SANITARY SEWER
PROPOSED FIRE LANE
LOT DESIGNATION



RLG CONSULTING ENGINEERS
12001 N. CENTRAL EXPRESSWAY #300 DALLAS, TX 75243
5601 BRIDGE STREET #420 FORT WORTH, TX 76112
WWW.RLGINC.COM TBPE FIRM REG. F-493

PROGRESS SET
FOR REVIEW ONLY

ISSUED 07/29/2024

THESE DOCUMENTS ARE FOR DESIGN
REVIEW AND NOT INTENDED FOR
CONSTRUCTION, BIDDING OR PERMIT
PURPOSES. THEY WERE PREPARED BY
OR UNDER THE SUPERVISION OF:

NEAL R. STEWART
OKLAHOMA PE #33408

SITE PLAN

LINDENWOODS NORTH EAST

LINDENWOODS DRIVE

DEVELOPMENT SERVICES

CITY OF DURANT, BRYAN COUNTY, OKLAHOMA

REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
RLG	RLG	07/29/2024	2443	010	C01.00



MASTER SITE PLAN

SCALE: 1" = 40'-0"

