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** | **July 8, 2025**

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

1. 2025 Second 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 Meeting Minutes of June 9, 2025

b. Consider Approval of Budget Supplements BA 25-11

2. Consider Items Removed from Consent

3. Information Items

a. Durant Sports Festival Wrap Up

4. Administration

a. Consider Approval of the Professional Engineering Services Agreement between City of Durant and Garver LLC for the Main Street Drainage Improvements from Main Street to Cemetery Road

5. Executive Session

a. Consider Entering Into Executive Session to Discuss Project 1 and Take Possible Action (This executive session is authorized by Oklahoma State Statute, Title 25 Section 307 C-11);

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

6. New Business

ADJOURNMENT

CERTIFICATE
This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of December 2024 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 3rd day of July 2025.

Cynthia J. Price

_____
Cynthia J. Price, City of Durant

The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 7/8/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of June 9, 2025

Council Information / Action Requested
Approval of Regular Meeting Minutes of June 9, 2025

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

ATTACHMENTS:
1. Durant City Council Meeting Minutes 06092025

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 10th day of December 2024 and that an agenda of said meeting was posted at the place of such meeting at 3:55 p.m. on the 6th day of June 2025.

Cynthia J. Price

_____

Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL
June 9, 2025 AT 6:00 PM, Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma

CALL TO ORDER

Mayor Tucker called the meeting to order at 6:00 p.m.

INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation and led the flag salute.

ROLL CALL

Present:
Council Member Lauran Fuller
Council Member Humphrey Miller
Council Member Danny Sherrer
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Manager Pam Polk
City Clerk Cynthia J. Price

Absent:
City Attorney Tom Marcum

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 May 13, 2025

Motion To: Approve Consent Item as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

4. Administration

a. Consideration and Possible Approval of a Final Plat for Property Located at East Georgia Street and Southeast 3rd Avenue in Durant and More Particularly Described as:

A tract of land in Section 4, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, more particularly described as follows: Beginning at a point on the North line of Section 4 and the intersection with the East Right-of-Way line of U.S. Highway 78; Thence East along said North line a distance of 806 feet; Thence South and parallel with the West Section line a distance of 323.40 feet; Thence West and parallel with the North Section line a distance of 862 feet to a point on the East Right-of-Way line of said Highway. Thence Northerly along the Easterly Right-of-Way of said Highway to the Point of Beginning.

Motion To: Approve Final Plat for Property Located at East Georgia Street and Southeast 3rd Avenue in Durant

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

5. Public Hearings

a. 1. Public Hearing on Proposed FY2025-2026 Budget (Resolution R-2025-03);

2. Discussion, Consideration and Possible Action on Resolution R-2025-03 Adopting the Budget for Fiscal Year 2025-2026.

Agenda Item 5(a)(1).

Hearing Opened to Public.

Call for comment.

No comment.

Public hearing closed.

_____

Motion To: Approve Resolution R-2025-03 Adopting the Budget for Fiscal Year 2025-2026.

Motion By: Lauran Fuller

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

6. Executive Session

a. Discuss, Consider and Possible Vote to Enter Into Executive Session to Discuss Information Technology of the Public Body (This executive session is authorized by Oklahoma Statute Title 25, Section 307(B)(11)).

Motion To: Enter into Executive Session

Motion By: Martin Tucker

Seconded By: Lauran Fuller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

b. Take Possible Action Pursuant to Executive Session Item 6(a)

No action.

7. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 7/8/2025
To: Mayor and City Council
From: An chen Lai, Finance Director/Treasurer
Re: Consider Approval of Budget Supplements BA 25-11

#399 Appropriate funds for GF Operation Expenditure
#400 Appropriate funds for Risk Management refund checks adjustment
#401 Appropriate funds for Capital Improvements project adjustment, Pool, AirEvac, PD vehicle & WWTP project
#402 Appropriate funds for DIA reverse transfer for project AirEvac & Small Business project
#403 Appropriate funds for reverse transfer to DIA Projects
#404 Appropriate funds for Insurance Reimbursement and Operation expenses.
#405 Appropriate funds for SE & DMSC Projects
#406 Appropriate funds for Pendleton Trust monthly revenue & expenses
#407 Appropriate funds for operating expenses
#408 Appropriate funds for Concession sales, inventory and operating expenses

Council Information / Action Requested
Approval of Budget Supplements BA 25-11

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

ATTACHMENTS:
1. BA 25-11 Budget Adjustment Register

Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT11397 - BA 25-11 82-91

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000399	FY 24/25 ORIGINAL BUDGET	BA25-11 82 GF OPERATION ADJUST	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-001-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	669,323.83	-3,400.00	665,923.83
June: -3,400.00					
001-001-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	820.00	3,000.00	3,820.00
June: 3,000.00					
001-001-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	4,840.00	400.00	5,240.00
June: 400.00					
001-002-550-5051	OFFICE SUPPLIES	BA25-11 82 GF OPERATION ADJUST	150.00	-120.00	30.00
June: -120.00					
001-002-550-5857	MMBRSHIP/LICNSE/CRTFCATI...	BA25-11 82 GF OPERATION ADJUST	75.00	120.00	195.00
June: 120.00					
001-003-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	294,033.04	-2,500.00	291,533.04
June: -2,500.00					
001-003-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	2,500.00	2,500.00
June: 2,500.00					
001-005-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	3,811,041.27	-56,900.00	3,754,141.27
June: -56,900.00					
001-005-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	100,022.00	40,000.00	140,022.00
June: 40,000.00					
001-005-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	17,475.00	10,000.00	27,475.00
June: 10,000.00					
001-005-530-3031	PHONE & TELECOMMUNICATI...	BA25-11 82 GF OPERATION ADJUST	13,354.00	6,900.00	20,254.00
June: 6,900.00					
001-005-550-5656	RANGE MAINT, WEAPONS, A...	BA25-11 82 GF OPERATION ADJUST CI VEHICL	47,000.00	-10,000.00	37,000.00
June: -10,000.00					
001-006-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	116,419.55	-8,670.00	107,749.55
June: -8,670.00					
001-006-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	8,500.00	8,500.00
June: 8,500.00					
001-006-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	1,050.00	120.00	1,170.00
June: 120.00					
001-006-550-5509	OTHER EQUIP PARTS & MAINT	BA25-11 82 GF OPERATION ADJUST	1,000.00	50.00	1,050.00
June: 50.00					
001-008-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	2,918,287.13	-341,500.00	2,576,787.13
June: -341,500.00					
001-008-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	340,000.00	340,000.00
June: 340,000.00					
001-008-510-1300	UNEMPLOYMENT INSURANCE	BA25-11 82 GF OPERATION ADJUST	11,070.00	1,500.00	12,570.00
June: 1,500.00					
001-009-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	478,830.55	-15,650.00	463,180.55
June: -15,650.00					
001-009-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	15,000.00	15,000.00
June: 15,000.00					
001-009-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	4,200.00	650.00	4,850.00

June: 650.00					
001-009-550-5671	RECREATIONAL EQUIP. & MAIN...	BA25-11 82 GF OPERATION ADJUST	23,408.00	-5,000.00	18,408.00
June: -5,000.00					
001-009-570-7200	TRAINING AND TRAVEL	BA25-11 82 GF OPERATION ADJUST	3,000.00	5,000.00	8,000.00
June: 5,000.00					
001-012-550-5509	OTHER EQUIP PARTS & MAINT	BA25-11 82 GF OPERATION ADJUST	9,614.00	-3,500.00	6,114.00
June: -3,500.00					
001-012-550-5658	BUILDING AND MAINTENANCE	BA25-11 82 GF OPERATION ADJUST	8,500.00	-3,500.00	5,000.00
June: -3,500.00					
001-012-550-5853	CHEMICALS, DRUGS, AND LAB	BA25-11 82 GF OPERATION ADJUST	23,000.00	6,000.00	29,000.00
June: 6,000.00					
001-012-550-5881	POOL CONCESSION	BA25-11 82 GF OPERATION ADJUST	10,000.00	1,000.00	11,000.00
June: 1,000.00					
001-013-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	41,922.82	-4,000.00	37,922.82
June: -4,000.00					
001-013-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	1,000.00	1,000.00
June: 1,000.00					
001-013-530-3031	PHONE & TELECOMMUNICATI...	BA25-11 82 GF OPERATION ADJUST	1,221.00	-1,000.00	221.00
June: -1,000.00					
001-013-530-3056	CREDIT CARD PROCESSING FEES	BA25-11 82 GF OPERATION ADJUST	13,000.00	2,500.00	15,500.00
June: 2,500.00					
001-013-530-3057	KIOSK AND WEB FEES	BA25-11 82 GF OPERATION ADJUST	2,000.00	1,500.00	3,500.00
June: 1,500.00					
001-014-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	326,256.66	-5,500.00	320,756.66
June: -5,500.00					
001-014-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	3,000.00	3,000.00
June: 3,000.00					
001-014-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	2,531.00	2,500.00	5,031.00
June: 2,500.00					
001-014-520-2132	GIS SERVICES	BA25-11 82 GF OPERATION ADJUST	2,000.00	27,000.00	29,000.00
June: 27,000.00					
001-014-520-8777	NUISANCE ABATEMENT SERVIC...	BA25-11 82 GF OPERATION ADJUST	100,000.00	-27,000.00	73,000.00
June: -27,000.00					
001-015-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	399,390.73	-5,000.00	394,390.73
June: -5,000.00					
001-015-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	500.00	500.00
June: 500.00					
001-015-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	3,500.00	4,500.00	8,000.00
June: 4,500.00					
001-016-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST	569,736.34	-44,000.00	525,736.34
June: -44,000.00					
001-016-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST	0.00	26,000.00	26,000.00
June: 26,000.00					
001-016-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST	4,800.00	18,000.00	22,800.00
June: 18,000.00					
001-016-550-5695	PAVING MAINTENANCE	BA25-11 82 GF OPERATION ADJUST	305,336.00	-25,000.00	280,336.00
June: -25,000.00					
001-016-550-5896	PAVEMENT MARKING MATERI...	BA25-11 82 GF OPERATION ADJUST	2,000.00	25,000.00	27,000.00
June: 25,000.00					
001-017-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-11 82 GF OPERATION ADJUST	600.00	2,050.00	2,650.00
June: 2,050.00					
001-017-510-1600	LIFE & HEALTH INSURANCE	BA25-11 82 GF OPERATION ADJUST	19,405.20	-7,800.00	11,605.20
June: -7,800.00					

001-017-530-3051	CONTRACT LABOR	BA25-11 82 GF OPERATION ADJUST		25,750.00	5,000.00	30,750.00
June: 5,000.00						
001-017-550-5869	EQUIPMENT & FURNISHINGS	BA25-11 82 GF OPERATION ADJUST		3,000.00	100.00	3,100.00
June: 100.00						
001-017-570-7010	MISC. EXPENDITURES	BA25-11 82 GF OPERATION ADJUST		500.00	650.00	1,150.00
June: 650.00						
001-018-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST		188,137.60	-1,000.00	187,137.60
June: -1,000.00						
001-018-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST		7,550.00	1,000.00	8,550.00
June: 1,000.00						
001-019-550-5065	OTHER SUPPLIES, EQUIP & SERV	BA25-11 82 GF OPERATION ADJUST		3,500.00	-150.00	3,350.00
June: -150.00						
001-019-550-5852	GENERAL GOV COMMON FUEL...	BA25-11 82 GF OPERATION ADJUST		13.00	50.00	63.00
June: 50.00						
001-019-550-5864	BUILDING EQUIP & FURN	BA25-11 82 GF OPERATION ADJUST		9,034.00	100.00	9,134.00
June: 100.00						
001-019-570-7010	A & G MISCELLANEOUS	BA25-11 82 GF OPERATION ADJUST IT Services		73,384.00	25,000.00	98,384.00
June: 25,000.00						
001-019-570-7800	FUND RESERVE	BA25-11 82 GF OPERATION ADJUST IT Services		454,066.00	-25,000.00	429,066.00
June: -25,000.00						
001-019-599-0150	TRSF TO CAPITAL IMPR. FUND	BA25-11 82 GF OPERATION ADJUST PD VEHICLE		1,068.00	10,000.00	11,068.00
June: 10,000.00						
001-021-510-1100	SALARIES AND WAGES	BA25-11 82 GF OPERATION ADJUST		185,350.69	-9,500.00	175,850.69
June: -9,500.00						
001-021-510-1200	OVERTIME	BA25-11 82 GF OPERATION ADJUST		0.00	8,500.00	8,500.00
June: 8,500.00						
001-021-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-11 82 GF OPERATION ADJUST		1,200.00	1,000.00	2,200.00
June: 1,000.00						
001-021-550-5871	OIL AND LUBRICANTS	BA25-11 82 GF OPERATION ADJUST		49,900.00	4,000.00	53,900.00
June: 4,000.00						
001-021-570-7200	TRAINING AND TRAVEL	BA25-11 82 GF OPERATION ADJUST		5,000.00	-4,000.00	1,000.00
June: -4,000.00						

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000400	FY 24/25 ORIGINAL BUDGET	BA 25-11 83 CAS CHECKS REIMBS	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
012-000-361-4000	MISC. REVENUE	BA 25-11 83 CAS CHECKS REIMBS BRADFORD ...	-595.00	-31.00	-626.00
June: -31.00					
012-000-361-4000	MISC. REVENUE	BA 25-11 83 CAS CHECKS REIMBS	-595.00	-9.00	-604.00
June: -9.00					
012-090-570-7029	MEDICAL CLAIMS	BA 25-11 83 CAS CHECKS REIMBS BRADFORD	120,454.00	40.00	120,494.00
June: 40.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000401	FY 24/25 ORIGINAL BUDGET	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 OWRB AJ	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
015-000-301-1000	BEGINNING UNENCUMBERED	BA 25-11 84 CI PRJ ADJ POOL ADJ.	-3,158,981.00	100,000.00	-3,058,981.00
June: 100,000.00					
015-000-364-0010	TRSF FROM GENERAL FUND	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 ...	-1,068.00	-10,000.00	-11,068.00
June: -10,000.00					

015-000-364-3300		EQUIPMENT FINANCING	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 ...	-1,450,000.00	900,000.00	-550,000.00
June:	900,000.00					
015-005-560-6324		POLICE VEHICLES W/EQUIP	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 ...	327,400.00	10,000.00	337,400.00
June:	10,000.00					
015-012-560-8072		POOL REHABILITATION	BA 25-11 84 CI PRJ ADJ POOL	450,000.00	-100,000.00	350,000.00
June:	-100,000.00					
015-065-560-6200		FY24 HANGAR BUILDING PROJ...	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 ...	900,000.00	-900,000.00	0.00
June:	-900,000.00					
015-905-560-6005		2020 WWTP CONTINGENCY	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 ...	77,368.00	-23,223.00	54,145.00
June:	-23,223.00					
015-905-560-6009		2020 WWTP EQUIPMENT	BA 25-11 84 CI PRJ ADJ PD VEHL AIREVAC 20 ...	151,012.00	23,223.00	174,235.00
June:	23,223.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000402	FY 24/25 ORIGINAL BUDGET	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	6/9/2025

Summary Description:

Account Number		Account Name	Adjustment Description	Before	Adjustment	After
020-000-364-1101		TRSF FROM ECONOMIC (110) R...	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	-20,000.00	20,000.00	0.00
June:	20,000.00					
020-000-364-1101		TRSF FROM ECONOMIC (110) R...	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	-20,000.00	-900,000.00	-920,000.00
June:	-900,000.00					
020-000-364-1101		TRSF FROM ECONOMIC (110) R...	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	-20,000.00	900,000.00	880,000.00
June:	900,000.00					
020-000-364-2800		TRANSFER FROM ECONOMIC-D...	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	-900,000.00	900,000.00	0.00
June:	900,000.00					
020-000-364-2800		TRANSFER FROM ECONOMIC-D...	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	-900,000.00	-20,000.00	-920,000.00
June:	-20,000.00					
020-017-599-9914		TRANSFER TO ECONOMIC	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	0.00	100,234.00	100,234.00
June:	100,234.00					
020-067-560-6216		FY24 AIR. AUTH. HANGAR PROJ...	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	900,000.00	-900,000.00	0.00
June:	-900,000.00					
020-067-570-7009		SMALL BUSINESS TECHNOLOGY	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	10,000.00	-10,000.00	0.00
June:	-10,000.00					
020-067-570-7011		SMALL BUSINESS GRANT	BA 25-22 85 IDA PRJ ADJ AIREVAC, SMALL BUS,	90,234.00	-90,234.00	0.00
June:	-90,234.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000403	FY 24/25 ORIGINAL BUDGET	BA 25-11 86 REVERSE AIREVAC & SMALL BUSN	6/9/2025

Summary Description:

Account Number		Account Name	Adjustment Description	Before	Adjustment	After
110-000-301-1000		BEGINNING BALANCE	BA 25-11 86 REVERSE AIREVAC & SMALL BUSN	-3,574,000.00	100,234.00	-3,473,766.00
June:	100,234.00					
110-000-361-0000		TRANSFERS IN	BA 25-11 86 REVERSE AIREVAC & SMALL BUSN	0.00	-100,234.00	-100,234.00
June:	-100,234.00					
110-017-560-6021		FUTURE PROJECTS	BA 25-11 86 REVERSE AIREVAC & SMALL BUSN	3,600,000.00	900,000.00	4,500,000.00
June:	900,000.00					
110-017-599-0201		TRANSFER TO DIA - DEBT PMTS	BA 25-11 86 REVERSE AIREVAC & SMALL BUSN	920,000.00	-900,000.00	20,000.00
June:	-900,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date

BA0000404	FY 24/25 ORIGINAL BUDGET	BA 25-11 87 FOR OPERATION EXPENSES ADJUSTMNT	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-000-361-1500	AIRPORT AV-GAS SALES	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	-250,000.00	-70,000.00	-320,000.00
June: -70,000.00					
206-000-361-4000	MISC. REVENUE	BA 25-11 87 FOR INSURANCE REIMB	-2,343.00	-202,122.00	-204,465.00
June: -202,122.00					
206-065-510-1100	SALARIES AND WAGES	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	260,163.29	-27,500.00	232,663.29
June: -27,500.00					
206-065-510-1200	OVERTIME	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	2,200.00	8,000.00	10,200.00
June: 8,000.00					
206-065-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	1,750.00	7,500.00	9,250.00
June: 7,500.00					
206-065-550-5658	TERMINAL BLDG. MAINTENAN...	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	22,000.00	4,000.00	26,000.00
June: 4,000.00					
206-065-550-5663	VEHICLE MAINTENANCE	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	10,000.00	8,000.00	18,000.00
June: 8,000.00					
206-065-550-5887	AVIATION GASOLINE PURCHAS...	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	180,000.00	70,000.00	250,000.00
June: 70,000.00					
206-065-560-6422	TAXIWAY A1 PAVEMENT REPAIR	BA 25-11 87 FOR OPERATION EXPENSES ADJUS...	0.00	202,122.00	202,122.00
June: 202,122.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000405	FY 24/25 ORIGINAL BUDGET	BA 25-11 88 SE & DMSC PROJECT	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
215-000-301-1000	BEGINNING UNENCUMBERED	BA 25-11 88 SE & DMSC PROJECT	-1,400,264.00	-303,696.00	-1,703,960.00
June: -303,696.00					
215-078-570-7045	REIMBURSE TO SE PROJECTS	BA 25-11 88 SE & DMSC PROJECT	356,671.00	402,500.00	759,171.00
June: 402,500.00					
215-078-570-7800	FUND RESERVE	BA 25-11 88 SE & DMSC PROJECT	96,502.00	-87,397.00	9,105.00
June: -87,397.00					
215-078-580-8515	2007 STRN PRINCIPAL PAYMEN...	BA 25-11 88 SE & DMSC PROJECT	81,321.00	-45,134.00	36,187.00
June: -45,134.00					
215-078-580-8614	2004/2011 STRB INTEREST EXP.	BA 25-11 88 SE & DMSC PROJECT	95,393.00	-84,000.00	11,393.00
June: -84,000.00					
215-078-580-8615	2007 STRN INTEREST EXPENSE	BA 25-11 88 SE & DMSC PROJECT	285,161.00	-284,773.00	388.00
June: -284,773.00					
215-078-599-5001	TRSF TO CI -MISC REIMBURSE...	BA 25-11 88 SE & DMSC PROJECT	356,671.00	402,500.00	759,171.00
June: 402,500.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000406	FY 24/25 ORIGINAL BUDGET	BA 25-11 89 MOTHLY PENDLETON TRUST REVENUE	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA 25-11 89 MOTHLY PENDLETON TRUST84 E...	-44,072.00	-2,718.00	-46,790.00
June: -2,718.00					
350-000-363-1000	PENDLETON TRUST	BA 25-11 89 MOTHLY PENDLETON TRUST CITAT..	-44,072.00	-367.00	-44,439.00
June: -367.00					
350-000-363-1000	PENDLETON TRUST	BA 25-11 89 MOTHLY PENDLETON TRUST-84 E...	-44,072.00	-2,961.00	-47,033.00
June: -2,961.00					

350-000-363-1000	PENDLETON TRUST	BA 25-11 89 MOTHLY PENDLETON TRUST-CITA...	-44,072.00	-318.00	-44,390.00
June: -318.00					
350-000-363-1000	PENDLETON TRUST	BA 25-11 89 MOTHLY PENDLETON TRUST - GU...	-44,072.00	-16.00	-44,088.00
June: -16.00					
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA 25-11 89 MOTHLY PENDLETON TRUST REV...	334,678.00	6,380.00	341,058.00
June: 6,380.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000407	FY 24/25 ORIGINAL BUDGET	BA 25-11 90 DCUA OPERATION ADJUSTMENT	6/9/2025

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-000-361-4000	MISC. REVENUE	BA 25-11 90 LAKE DURANT SE ELECTRIC REIMB	-1,313.00	-247.00	-1,560.00
June: -247.00					
405-024-510-1100	SALARIES AND WAGES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	311,979.90	-18,050.00	293,929.90
June: -18,050.00					
405-024-510-1200	OVERTIME	BA 25-11 90 DCUA OPERATION ADJUSTMENT	1,800.00	50.00	1,850.00
June: 50.00					
405-024-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA 25-11 90 DCUA OPERATION ADJUSTMENT	0.00	3,000.00	3,000.00
June: 3,000.00					
405-024-550-5852	FUEL	BA 25-11 90 DCUA OPERATION ADJUSTMENT	3,000.00	-500.00	2,500.00
June: -500.00					
405-024-550-5854	UNIFORMS	BA 25-11 90 DCUA OPERATION ADJUSTMENT	3,500.00	500.00	4,000.00
June: 500.00					
405-025-510-1100	SALARIES AND WAGES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	237,382.22	-14,000.00	223,382.22
June: -14,000.00					
405-025-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA 25-11 90 DCUA OPERATION ADJUSTMENT	800.00	2,000.00	2,800.00
June: 2,000.00					
405-025-530-3032	POSTAGE	BA 25-11 90 DCUA OPERATION ADJUSTMENT	56,500.00	12,000.00	68,500.00
June: 12,000.00					
405-025-530-3037	PRINTING SERVICES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	2,000.00	3,655.00	5,655.00
June: 3,655.00					
405-025-530-3051	CONTRACT LABOR	BA 25-11 90 DCUA OPERATION ADJUSTMENT	2,000.00	-2,000.00	0.00
June: -2,000.00					
405-025-530-3056	CREDIT CARD PROCESSING FEES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	120,000.00	15,000.00	135,000.00
June: 15,000.00					
405-025-530-3057	KIOSK AND WEB PYMT FEES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	70,000.00	20,200.00	90,200.00
June: 20,200.00					
405-025-530-3058	BAD DEBT EXPENSE	BA 25-11 90 DCUA OPERATION ADJUSTMENT	18,000.00	-18,000.00	0.00
June: -18,000.00					
405-025-550-5655	MAINTENANCE CONTRACTS	BA 25-11 90 DCUA OPERATION ADJUSTMENT	63,095.00	48,870.00	111,965.00
June: 48,870.00					
405-025-550-5663	VEHICLE MAINTENANCE	BA 25-11 90 DCUA OPERATION ADJUSTMENT	0.00	10.00	10.00
June: 10.00					
405-025-550-5849	COMPUTER SOFTWARE & ACCE...	BA 25-11 90 DCUA OPERATION ADJUSTMENT	10,000.00	-8,880.00	1,120.00
June: -8,880.00					
405-026-510-1100	SALARIES AND WAGES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	643,582.02	-50,708.00	592,874.02
June: -50,708.00					
405-026-510-1202	SPCEIAL PAY-LEAVE & BONUS ...	BA 25-11 90 DCUA OPERATION ADJUSTMENT	600.00	7,100.00	7,700.00
June: 7,100.00					
405-026-550-5849	COMPUTER SOFTWARE & ACCE...	BA 25-11 90 DCUA OPERATION ADJUSTMENT	1,200.00	-550.00	650.00
June: -550.00					
405-026-550-5861	MINOR TOOLS AND EQUIPMENT	BA 25-11 90 DCUA OPERATION ADJUSTMENT	15,000.00	550.00	15,550.00

June:	550.00					
405-031-550-5074		SAFETY SUPPLIES	BA 25-11 90 DCUA OPERATION ADJUSTMENT	1,000.00	-600.00	400.00
June:	-600.00					
405-031-550-5508		TRACTOR & MOWER MAINTEN...	BA 25-11 90 DCUA OPERATION ADJUSTMENT	1,500.00	600.00	2,100.00
June:	600.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000408	FY 24/25 ORIGINAL BUDGET	BA 25-11 91 DMSC PRJ ITEMS	6/28/2025

Summary Description:

Account Number		Account Name	Adjustment Description	Before	Adjustment	After
500-000-364-2150		TRSF FROM DCFA FUND	BA 25-11 91 DMSC PRJ ITEMS	-356,671.00	-402,500.00	-759,171.00
June:	-402,500.00					
500-010-530-3053		UMPIRE FEES	BA 25-11 91 DMSC PRJ ITEMS	6,000.00	-5,000.00	1,000.00
June:	-5,000.00					
500-010-550-5801		CONCESSION PRODUCT INVEN...	BA 25-11 91 DMSC PRJ ITEMS	60,000.00	5,000.00	65,000.00
June:	5,000.00					
500-010-550-5803		MINOR TOOLS AND EQUIPMENT	BA 25-11 91 DMSC PRJ ITEMS	5,000.00	-1,000.00	4,000.00
June:	-1,000.00					
500-010-570-7010		MISC TOURN EXP	BA 25-11 91 DMSC PRJ ITEMS	1,500.00	1,000.00	2,500.00
June:	1,000.00					
500-011-560-6404		CAPITAL IMPRV. ITEM	BA 25-11 91 DMSC PRJ ITEMS	356,671.00	402,500.00	759,171.00
June:	402,500.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
25	FY 24/25 ORIGINAL BUDGET	001-001-510-1100	SALARIES AND WAGES	669,323.83	-3,400.00	665,923.83
		001-001-510-1200	OVERTIME	820.00	3,000.00	3,820.00
		001-001-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	4,840.00	400.00	5,240.00
		001-002-550-5051	OFFICE SUPPLIES	150.00	-120.00	30.00
		001-002-550-5857	MMBRSHIP/LICNSE/CRTFCATION/...	75.00	120.00	195.00
		001-003-510-1100	SALARIES AND WAGES	294,033.04	-2,500.00	291,533.04
		001-003-510-1200	OVERTIME	0.00	2,500.00	2,500.00
		001-005-510-1100	SALARIES AND WAGES	3,811,041.27	-56,900.00	3,754,141.27
		001-005-510-1200	OVERTIME	100,022.00	40,000.00	140,022.00
		001-005-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	17,475.00	10,000.00	27,475.00
		001-005-530-3031	PHONE & TELECOMMUNICATION	13,354.00	6,900.00	20,254.00
		001-005-550-5656	RANGE MAINT, WEAPONS, AMMO	47,000.00	-10,000.00	37,000.00
		001-006-510-1100	SALARIES AND WAGES	116,419.55	-8,670.00	107,749.55
		001-006-510-1200	OVERTIME	0.00	8,500.00	8,500.00
		001-006-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	1,050.00	120.00	1,170.00
		001-006-550-5509	OTHER EQUIP PARTS & MAINT	1,000.00	50.00	1,050.00
		001-008-510-1100	SALARIES AND WAGES	2,918,287.13	-341,500.00	2,576,787.13
		001-008-510-1200	OVERTIME	0.00	340,000.00	340,000.00
		001-008-510-1300	UNEMPLOYMENT INSURANCE	11,070.00	1,500.00	12,570.00
		001-009-510-1100	SALARIES AND WAGES	478,830.55	-15,650.00	463,180.55
		001-009-510-1200	OVERTIME	0.00	15,000.00	15,000.00
		001-009-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	4,200.00	650.00	4,850.00
		001-009-550-5671	RECREATIONAL EQUIP. & MAINT.	23,408.00	-5,000.00	18,408.00
		001-009-570-7200	TRAINING AND TRAVEL	3,000.00	5,000.00	8,000.00
		001-012-550-5509	OTHER EQUIP PARTS & MAINT	9,614.00	-3,500.00	6,114.00
		001-012-550-5658	BUILDING AND MAINTENANCE	8,500.00	-3,500.00	5,000.00
		001-012-550-5853	CHEMICALS, DRUGS, AND LAB	23,000.00	6,000.00	29,000.00
		001-012-550-5881	POOL CONCESSION	10,000.00	1,000.00	11,000.00
		001-013-510-1100	SALARIES AND WAGES	41,922.82	-4,000.00	37,922.82
		001-013-510-1200	OVERTIME	0.00	1,000.00	1,000.00
		001-013-530-3031	PHONE & TELECOMMUNICATION	1,221.00	-1,000.00	221.00
		001-013-530-3056	CREDIT CARD PROCESSING FEES	13,000.00	2,500.00	15,500.00
		001-013-530-3057	KIOSK AND WEB FEES	2,000.00	1,500.00	3,500.00
		001-014-510-1100	SALARIES AND WAGES	326,256.66	-5,500.00	320,756.66
		001-014-510-1200	OVERTIME	0.00	3,000.00	3,000.00
		001-014-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	2,531.00	2,500.00	5,031.00
		001-014-520-2132	GIS SERVICES	2,000.00	27,000.00	29,000.00
		001-014-520-8777	NUISANCE ABATEMENT SERVICES	100,000.00	-27,000.00	73,000.00
		001-015-510-1100	SALARIES AND WAGES	399,390.73	-5,000.00	394,390.73
		001-015-510-1200	OVERTIME	0.00	500.00	500.00
		001-015-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	3,500.00	4,500.00	8,000.00
		001-016-510-1100	SALARIES AND WAGES	569,736.34	-44,000.00	525,736.34
		001-016-510-1200	OVERTIME	0.00	26,000.00	26,000.00
		001-016-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	4,800.00	18,000.00	22,800.00
		001-016-550-5695	PAVING MAINTENANCE	305,336.00	-25,000.00	280,336.00
		001-016-550-5896	PAVEMENT MARKING MATERIALS	2,000.00	25,000.00	27,000.00
		001-017-510-1204	VEHICLE & CELL PHONE ALLOWAN...	600.00	2,050.00	2,650.00
		001-017-510-1600	LIFE & HEALTH INSURANCE	19,405.20	-7,800.00	11,605.20
		001-017-530-3051	CONTRACT LABOR	25,750.00	5,000.00	30,750.00
		001-017-550-5869	EQUIPMENT & FURNISHINGS	3,000.00	100.00	3,100.00
		001-017-570-7010	MISC. EXPENDITURES	500.00	650.00	1,150.00
		001-018-510-1100	SALARIES AND WAGES	188,137.60	-1,000.00	187,137.60
		001-018-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	7,550.00	1,000.00	8,550.00
		001-019-550-5065	OTHER SUPPLIES, EQUIP & SERV	3,500.00	-150.00	3,350.00
		001-019-550-5852	GENERAL GOV COMMON FUEL CO...	13.00	50.00	63.00
		001-019-550-5864	BUILDING EQUIP & FURN	9,034.00	100.00	9,134.00
		001-019-570-7010	A & G MISCELLANEOUS	73,384.00	25,000.00	98,384.00
		001-019-570-7800	FUND RESERVE	454,066.00	-25,000.00	429,066.00

001-019-599-0150	TRSF TO CAPITAL IMPR. FUND	1,068.00	10,000.00	11,068.00
001-021-510-1100	SALARIES AND WAGES	185,350.69	-9,500.00	175,850.69
001-021-510-1200	OVERTIME	0.00	8,500.00	8,500.00
001-021-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	1,200.00	1,000.00	2,200.00
001-021-550-5871	OIL AND LUBRICANTS	49,900.00	4,000.00	53,900.00
001-021-570-7200	TRAINING AND TRAVEL	5,000.00	-4,000.00	1,000.00
012-000-361-4000	MISC. REVENUE	-595.00	-40.00	-635.00
012-090-570-7029	MEDICAL CLAIMS	120,454.00	40.00	120,494.00
015-000-301-1000	BEGINNING UNENCUMBERED	-3,158,981.00	100,000.00	-3,058,981.00
015-000-364-0010	TRSF FROM GENERAL FUND	-1,068.00	-10,000.00	-11,068.00
015-000-364-3300	EQUIPMENT FINANCING	-1,450,000.00	900,000.00	-550,000.00
015-005-560-6324	POLICE VEHICLES W/EQUIP	327,400.00	10,000.00	337,400.00
015-012-560-8072	POOL REHABILITATION	450,000.00	-100,000.00	350,000.00
015-065-560-6200	FY24 HANGAR BUILDING PROJECT	900,000.00	-900,000.00	0.00
015-905-560-6005	2020 WWTP CONTINGENCY	77,368.00	-23,223.00	54,145.00
015-905-560-6009	2020 WWTP EQUIPMENT	151,012.00	23,223.00	174,235.00
020-000-364-1101	TRSF FROM ECONOMIC (110) REI...	-20,000.00	20,000.00	0.00
020-000-364-2800	TRANSFER FROM ECONOMIC-DEBT	-900,000.00	880,000.00	-20,000.00
020-017-599-9914	TRANSFER TO ECONOMIC	0.00	100,234.00	100,234.00
020-067-560-6216	FY24 AIR. AUTH. HANGAR PROJECT	900,000.00	-900,000.00	0.00
020-067-570-7009	SMALL BUSINESS TECHNOLOGY	10,000.00	-10,000.00	0.00
020-067-570-7011	SMALL BUSINESS GRANT	90,234.00	-90,234.00	0.00
110-000-301-1000	BEGINNING BALANCE	-3,574,000.00	100,234.00	-3,473,766.00
110-000-361-0000	TRANSFERS IN	0.00	-100,234.00	-100,234.00
110-017-560-6021	FUTURE PROJECTS	3,600,000.00	900,000.00	4,500,000.00
110-017-599-0201	TRANSFER TO DIA - DEBT PMTS	920,000.00	-900,000.00	20,000.00
206-000-361-1500	AIRPORT AV-GAS SALES	-250,000.00	-70,000.00	-320,000.00
206-000-361-4000	MISC. REVENUE	-2,343.00	-202,122.00	-204,465.00
206-065-510-1100	SALARIES AND WAGES	260,163.29	-27,500.00	232,663.29
206-065-510-1200	OVERTIME	2,200.00	8,000.00	10,200.00
206-065-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	1,750.00	7,500.00	9,250.00
206-065-550-5658	TERMINAL BLDG. MAINTENANCE	22,000.00	4,000.00	26,000.00
206-065-550-5663	VEHICLE MAINTENANCE	10,000.00	8,000.00	18,000.00
206-065-550-5887	AVIATION GASOLINE PURCHASES	180,000.00	70,000.00	250,000.00
206-065-560-6422	TAXIWAY A1 PAVEMENT REPAIR	0.00	202,122.00	202,122.00
215-000-301-1000	BEGINNING UNENCUMBERED	-1,400,264.00	-303,696.00	-1,703,960.00
215-078-570-7045	REIMBURSE TO SE PROJECTS	356,671.00	402,500.00	759,171.00
215-078-570-7800	FUND RESERVE	96,502.00	-87,397.00	9,105.00
215-078-580-8515	2007 STRN PRINCIPAL PAYMENTS	81,321.00	-45,134.00	36,187.00
215-078-580-8614	2004/2011 STRB INTEREST EXP.	95,393.00	-84,000.00	11,393.00
215-078-580-8615	2007 STRN INTEREST EXPENSE	285,161.00	-284,773.00	388.00
215-078-599-5001	TRSF TO CI -MISC REIMBURSEMENT	356,671.00	402,500.00	759,171.00
350-000-363-1000	PENDLETON TRUST	-44,072.00	-6,380.00	-50,452.00
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	334,678.00	6,380.00	341,058.00
405-000-361-4000	MISC. REVENUE	-1,313.00	-247.00	-1,560.00
405-024-510-1100	SALARIES AND WAGES	311,979.90	-18,050.00	293,929.90
405-024-510-1200	OVERTIME	1,800.00	50.00	1,850.00
405-024-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	3,000.00	3,000.00
405-024-550-5852	FUEL	3,000.00	-500.00	2,500.00
405-024-550-5854	UNIFORMS	3,500.00	500.00	4,000.00
405-025-510-1100	SALARIES AND WAGES	237,382.22	-14,000.00	223,382.22
405-025-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	800.00	2,000.00	2,800.00
405-025-530-3032	POSTAGE	56,500.00	12,000.00	68,500.00
405-025-530-3037	PRINTING SERVICES	2,000.00	3,655.00	5,655.00
405-025-530-3051	CONTRACT LABOR	2,000.00	-2,000.00	0.00
405-025-530-3056	CREDIT CARD PROCESSING FEES	120,000.00	15,000.00	135,000.00
405-025-530-3057	KIOSK AND WEB PYMT FEES	70,000.00	20,200.00	90,200.00
405-025-530-3058	BAD DEBT EXPENSE	18,000.00	-18,000.00	0.00
405-025-550-5655	MAINTENANCE CONTRACTS	63,095.00	48,870.00	111,965.00
405-025-550-5663	VEHICLE MAINTENANCE	0.00	10.00	10.00
405-025-550-5849	COMPUTER SOFTWARE & ACCES.	10,000.00	-8,880.00	1,120.00
405-026-510-1100	SALARIES AND WAGES	643,582.02	-50,708.00	592,874.02

405-026-510-1202	SPCEIAL PAY-LEAVE & BONUS ACCR	600.00	7,100.00	7,700.00
405-026-550-5849	COMPUTER SOFTWARE & ACCES.	1,200.00	-550.00	650.00
405-026-550-5861	MINOR TOOLS AND EQUIPMENT	15,000.00	550.00	15,550.00
405-031-550-5074	SAFETY SUPPLIES	1,000.00	-600.00	400.00
405-031-550-5508	TRACTOR & MOWER MAINTENAN…	1,500.00	600.00	2,100.00
500-000-364-2150	TRSF FROM DCFA FUND	-356,671.00	-402,500.00	-759,171.00
500-010-530-3053	UMPIRE FEES	6,000.00	-5,000.00	1,000.00
500-010-550-5801	CONCESSION PRODUCT INVENTORY	60,000.00	5,000.00	65,000.00
500-010-550-5803	MINOR TOOLS AND EQUIPMENT	5,000.00	-1,000.00	4,000.00
500-010-570-7010	MISC TOURN EXP	1,500.00	1,000.00	2,500.00
500-011-560-6404	CAPITAL IMPRV. ITEM	356,671.00	402,500.00	759,171.00
	25 Total:	**11,829,447.84**	**0.00**	**11,829,447.84**
	Grand Total:	**11,829,447.84**	**0.00**	**11,829,447.84**

Fund Summary

Fund	Before	Adjustment	After
Budget Code:25 - FY 24/25 ORIGINAL BUDGET Fiscal: 2024-2025			
001	11,367,666.41	0.00	11,367,666.41
012	119,859.00	0.00	119,859.00
015	-2,704,269.00	0.00	-2,704,269.00
020	80,234.00	0.00	80,234.00
110	946,000.00	0.00	946,000.00
206	223,770.29	0.00	223,770.29
215	-128,545.00	0.00	-128,545.00
350	290,606.00	0.00	290,606.00
405	1,561,626.14	0.00	1,561,626.14
500	72,500.00	0.00	72,500.00
Budget Code 25 Total:	**11,829,447.84**	**0.00**	**11,829,447.84**
Grand Total:	**11,829,447.84**	**0.00**	**11,829,447.84**

The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 7/8/2025
To: Mayor and City Council
From: Ryan Brewer, Parks and Recreation Manager
Re: Durant Sports Festival Wrap Up

Council Information / Action Requested
Information only.

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

ATTACHMENTS:

The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date:	7/8/2025
To:	Mayor and City Council
From:	Pam Polk, City Manager
Re:	Consider Approval of the Professional Engineering Services Agreement between City of Durant and Garver LLC for the Main Street Drainage Improvements from Main Street to Cemetery Road

Please check back. Attachment not available at time of posting.

Council Information / Action Requested

Approval of the Professional Engineering Services Agreement between City of Durant and Garver LLC for the Main Street Drainage Improvements from Main Street to Cemetery Road

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

ATTACHMENTS:

1. Agreement for Professional Services Between City of Durant and Garver, LLC for Main Street Drainage Improvements from Main Street to Cemetery Road

Agreement
For
Professional Services

Main Street Drainage Improvements

City of Durant, Oklahoma

Garver Project No. 2500386

Contents

RECITALS 1

1. DEFINITIONS 1

2. SCOPE OF SERVICES 2

3. PAYMENT 2

4. AMENDMENTS 2

5. OWNER'S RESPONSIBILITIES 3

6. GENERAL REQUIREMENTS 3

7. INSURANCE 6

8. DOCUMENTS 7

9. INDEMNIFICATION / WAIVERS 7

10. DISPUTE RESOLUTION 8

11. TERMINATION 9

12. MISCELLANEOUS 10

13. EXHIBITS 10

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date by and between the **City of Durant, Oklahoma** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, Owner intends to improve storm water drainage from Main Street to the outfall at Mineral Bayou just downstream from Cemetery Road (approx. 0.75-miles in total length) by increasing capacity of existing drainage channels and the existing culverts to meet the requirements for the 10-year design storm event. Drainage improvements include upsizing existing drainage structures at six (6) different roadway crossings and two (2) different railroad crossings (Kiamichi and Union Pacific). These drainage improvements will tie into the Main Street Roadway Reconstruction from 16th Avenue to 4th Avenue project. The drainage improvements are outlined in the attached "Conceptual Drainage Improvements Map" at the end of this scoping document. The project will reference the Durant Downtown Drainage Study prepared by Garver in February 2022 as the basis for the proposed drainage improvements (the **"Project"**).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual

Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B or an amount equal to the amount of compensation actually received by Garver from Owner.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Oklahoma. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Oklahoma, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Durant, Oklahoma		**Garver, LLC**	
By:	_____ *Signature*	By:	J. Bret Cabbiness *Signature*
Name:	_____ *Printed Name*	Name:	J. Bret Cabbiness *Printed Name*
Title:	_____	Title:	Sr. Project Manager
Date:	_____	Date:	July 3, 2025
Attest:	_____	Attest:	John Strahan

Appendix A
Scope of Services

Main Street Drainage Improvements from Main Steet to Cemetery Road

City of Durant, Oklahoma

Garver Project No. T28-2500386

Prepared By:

750 SW 24th Street, Suite 200
Moore, Oklahoma 73170

CONTENTS

GENERAL 3

TASK I – PROJECT MANAGEMENT 3

TASK II – TOPOGRAPHICAL SURVEY 3

TASK III – GEOTECHNICAL SERVICES 4

TASK IV – H&H TECHNICAL MEMORANDUM 4

TASK V – PRELIMINARY DESIGN (50% COMPLETE) 5

TASK VI – FINAL DESIGN FOR REVIEW (90% COMPLETE) 5

TASK VII – FINAL DESIGN (100% COMPLETE) 6

TASK VIII – BIDDING PHASE SERVICES 6

TASK IX – CONSTRUCTION ADMINISTRATION SERVICES 7

TASK X – CONSTRUCTION OBSERVATION SERVICES 8

TASK XI – RAILROAD COORDINATION SERVICES 9

WORK NOT INCLUDED 9

SCHEDULE 10

FEE PROPOSAL 11

CONCEPTUAL DRAINAGE IMPROVEMENTS MAP 12

GENERAL

Generally, the Scope of Services includes professional engineering, project management and construction engineering services necessary for the design, bidding, and construction management of the Main Street Drainage Improvements project from Main Street to Cemetery Road for the City of Durant (Owner).

The Main Street Drainage Improvements project from Main Street to Cemetery Road will improve storm water drainage from Main Street to the outfall at Mineral Bayou just downstream from Cemetery Road (approx. 0.75-miles in total length) by increasing capacity of existing drainage channels and the existing culverts to meet the requirements for the 10-year design storm event. Drainage improvements include upsizing existing drainage structures at six (6) different roadway crossings and two (2) different railroad crossings (Kiamichi and Union Pacific). These drainage improvements will tie into the Main Street Roadway Reconstruction from 16th Avenue to 4th Avenue project. The drainage improvements are outlined in the attached "Conceptual Drainage Improvements Map" at the end of this scoping document. The project will reference the Durant Downtown Drainage Study prepared by Garver in February 2022 as the basis for the proposed drainage improvements.

TASK I – PROJECT MANAGEMENT

Garver shall be responsible to perform the following project management tasks throughout the course of the project:

- Meet with the Owner for a Pre-Design Conference in order to determine Owner specific design criteria, city ordinances and other critical design features of the Project.
- Develop a detailed project schedule with milestone dates for the Owner.
- Attend up to two (2) council meetings for project presentations.
- Meet with the Owner to answer questions and discuss comments during design reviews and incorporate appropriate comments into subsequent design phase.
- Document all major meetings (i.e. pre-design, design reviews, etc.) and send documentation to Owner within seven (7) calendar days for review and approval.
- Provide monthly progress reports and update the project schedule accordingly.

Task I Deliverables:
- Meeting Minutes (PDF Document)
- Detailed Project Schedule (PDF Document)
- Monthly Progress Reports (PDF Document)

TASK II – TOPOGRAPHICAL SURVEY

Garver's surveying subconsultant will perform the following tasks:

Survey Control

- Set a minimum of two (2) control points tied to the City of Durant's survey data grid for horizontal and vertical purposes.

- Establish a minimum of two (2) benchmarks in the project vicinity.

- Run a differential level loop through all control points and benchmarks.

Topographic Survey

- The survey shall depict topographic features including showing contours at a 1' vertical interval, all physical improvements including buildings, parking, roadways, driveways, sidewalks, fencing, decorative vegetation, and visible utilities, as well as underground utilities as located by the Oklahoma One-Call system.

- Other provided utility information provided by the client or found by the surveyor, such as atlas maps and as-built plans, will be shown and noted on the survey.

- Sanitary sewer manholes, gravity sewer lines, storm sewer manholes, storm sewer inlets, and water valves will have an invert depth measured to the connection outside of the survey limits.

- Provide an electronic file in .dwg format of the topographic survey with proper annotations (per Garver CAD standards) including the following:
  - C3D surface model with contours at a 1.0' interval
  - Survey Control & Topographic Survey Certifications

- The surveying subconsultant will be responsible for coordinating with each railroad owner to access their existing rights of way for surveying purposes. The surveyor will be responsible for his own insurance to meet the minimum requirements of each railroad company.

- Conduct visual inspections and non-destructive testing measurements of the existing drainage structures to determine the structural integrity of the existing structures.

TASK III – GEOTECHNICAL SERVICES

Garver will perform the following tasks:

- Garver will utilize a geotechnical subconsultant to perform geotechnical services. Bore holes shall be drilled to provide soil data required for pipeline trench design and for horizontal boring or tunneling design. The scope will include a total of four (4) borings, with two (2) borings located at the Kiamichi Railroad and two (2) borings located at the Union Pacific Railroad. Garver will provide the Owner electronic formats of the geotechnical subconsultant's report.

- Owner will assist Garver in coordinating the site's access for the geotechnical subconsultant and associated boring teams with equipment.

TASK IV – H&H TECHNICAL MEMORANDUM

Garver will utilize the existing conditions hydraulic model from the February 2022 Durant Downtown Drainage Study to evaluate three (3) design alternatives for the planned drainage improvements to pass the 10-year design storm event:

1) Replace all existing drainage structures with new structures.

2) Modify the existing drainage structures by adding an additional box culvert barrel(s) structurally tied to the existing structures.

3) Evaluate the functionality and likelihood of providing low stage storm water detention or attenuation adjacent to the Lloyd Pyle Park baseball complex at the corner of South 5th Street and Mississippi Street in conjunction with other planned drainage improvements.

Task IV Deliverables:

- One (1) PDF copy of the Technical Memorandum of the final hydraulic modeling evaluation of the three (3) design alternatives.

TASK V – PRELIMINARY DESIGN (50% COMPLETE)

The Preliminary Design phase will represent approximately a 50% complete level-of-effort of the Final Design Documents. The Preliminary Design phase submittal will include preliminary construction plans and a preliminary opinion of probable construction cost. Garver will not begin the Final Design for Review phase until the Preliminary Design phase is approved by the Owner in writing.

Garver anticipates the Preliminary Design phase will include drainage improvement plan and profile sheets, proposed drainage channel typical sections, initial structural details of any new drainage structures, preliminary earthwork estimates, and preliminary construction quantities.

Garver will prepare and deliver five (5) bound copies and one (1) electronic copy of the Preliminary Design phase submittal for review and approval by the Owner.

Task V Deliverables:

- Five (5) hard copies of the Preliminary (50% Complete) Plans and Opinion of Probable Construction Cost.
- One (1) PDF copy of the Preliminary (50% Complete) Plans and Opinion of Probable Construction Cost.

TASK VI – FINAL DESIGN FOR REVIEW (90% COMPLETE)

The Final Design for Review phase will represent approximately a 90% complete level-of-effort of the Final Design Documents. The Final Design for Review submittal will include final construction plans, construction details, construction quantities and pay item notes, a final opinion of probable construction cost, and any required permits (for the city to execute and pay all fees) for construction within or on the existing railroad(s) rights of way. Garver will not begin the Final Design phase until the Final Design for Review phase is approved by the Owner in writing.

During the Final Design for Review phase of the project, Garver will incorporate the comments from the Preliminary Design plan reviews to complete the design.
Garver will prepare and deliver five (5) bound copies and one (1) electronic copy of the Final Design for Review submittal for review and approval by the Owner.

Task VI Deliverables:

- Five (5) hard copies of the Final (90% Complete) Plans and Opinion of Probable Construction Cost.
- One (1) PDF copy of the Final (90% Complete) Plans and Opinion of Probable Construction Cost.

TASK VII – FINAL DESIGN (100% COMPLETE)

The Final Design phase will represent a 100% complete level-of-effort of the Final Design Documents. The Final Design phase submittal will include final construction plans, final construction details, final construction quantities and pay item notes, a final opinion of probable construction cost, a list of ODOT standard drawings, references to the ODOT construction specifications, and any other necessary permit applications (to be executed and fees paid by the construction contractor) required for construction of the project.

During the Final Design phase of the project, Garver will incorporate the comments from the Final Design for Review plan reviews to complete the design.

Garver anticipates the Final Design plans will include the following sheets:

- Title Sheet
- Location Map
- Typical Section and Details
- Summary of Pay Quantities and Notes
- Drainage Map
- Storm Water Management Plan
- Erosion Control
- Plan and Profiles
- Removals
- Signing and Striping
- Traffic Detour Plan
- Sequence of Construction
- Cross Sections

Garver will prepare and deliver five (5) bound copies and one (1) electronic copy of the Final Design submittal for review and approval by the Owner.

Task VII Deliverables:

- Five (5) hard copies of the Final Design (100% Complete) Plans and Opinion of Probable Construction Cost.
- One (1) PDF copy of the Final Design (100% Complete) Plans, Opinion of Probable Construction Cost, ODOT Standard Drawings, ODOT Construction Specifications, and Contract Documents.

TASK VIII – BIDDING PHASE SERVICES

The bidding phase period is anticipated to be a 45-day duration. During the bidding period phase of the project, Garver will:

- Prepare and submit an Advertisement for Bids to the City for newspaper publication as directed by the Owner. Owner will submit the Advertisement for Bids to the newspaper and will pay advertising costs outside of this contract.
- Post Advertisement for Bids, construction contract documents, and any associated information from the Owner to be posted to Garver's Bidding Website for download by prospective bidders.
- Serve as the point of contact during bidding for all project related technical questions.
- Prepare any addenda as appropriate for Owner approval and post on Garver's Bidding Website.
- Prepare for and participate in one (1) pre-bid conference.

- Prepare a pre-bid conference agenda. Provide to the Owner for review and approval, then post to Garver's Bidding Website. Post the pre-bid conference meeting minutes with attendance record.
- Attend the bid opening.
- Tabulate all submitted bids, perform evaluation of the bids and recommend award to the Owner.
- Prepare conformed construction plans for use by the Owner and the construction contractor during construction.

Task VIII Deliverables:

- Advertisement for Bids (electronic PDF document).
- Any addendum for bidding (electronic PDF document).
- Pre-bid conference meeting agenda (electronic PDF document).
- Pre-bid conference meeting minutes (electronic PDF document).
- Bid tabulation (electronic PDF document).
- Recommendation of construction contract award.
- Conformed construction plans (three (3) half-size sets of the construction plan drawings, and one (1) PDF copy of the specifications).

TASK IX – CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration Services for this contract will encompass two (2) projects:

1) Main Street Drainage Improvements from Main Street to Cemetery Road
2) Main Street Roadway Reconstruction from 16th Avenue to 4th Avenue

Garver anticipates these projects will be bid at the same time as a single project. The proposed fee for Construction Administration Services is based on an estimated 365 calendar-day construction contract. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue Construction Administration Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

Garver will provide the following Construction Administration Services during the construction phase of work:

Pre-Work Conference

Garver will prepare for and manage the pre-work conference.

Contractor Submittals

Garver will review and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the submittals during this review will not relieve Contractor from conformance with the bidding documents. The Contractor will be responsible for confirming and correlating all quantities, selecting fabrication processes and techniques of construction, and performing his work in a safe and satisfactory manner.

Applications for Payment

Garver will review the Contractor's progress payment requests on a monthly basis, based upon the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment.

Changes in Work

When authorized by the Owner, Garver will prepare change orders for changes in the work from that originally provided in the construction contract documents. If redesign or substantial engineering or

surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

Monthly Construction Progress Meetings
Garver will visit the site monthly to check on construction progress and quality of work. Garver will furnish monthly construction progress reports and send to Owner within seven (7) calendar days of the meeting date. Garver will communicate and coordinate daily with the construction observer, review reports, and provide clarifications as needed.

Final Acceptance Meeting
Garver will perform a final inspection field meeting to determine if final acceptance of the project by the Owner is warranted. Provide a final punch-list of construction items the contractor will need to complete prior to Owner acceptance of the project as complete.

As-Built Documents
Garver will prepare and furnish as-built construction plans after completion and final acceptance of the project.

Task IX Deliverables:
- Monthly Progress Reports (PDF Document)
- One (1) PDF and one (1) Hard Copy of As-Built Documents

TASK X – CONSTRUCTION OBSERVATION SERVICES

Construction Observation Services for this contract will encompass two (2) projects:
1) Main Street Drainage Improvements from Main Street to Cemetery Road
2) Main Street Roadway Reconstruction from 16th Avenue to 4th Avenue

Garver anticipates these projects will be bid at the same time as a single project and only require a single, full time, on-site Construction Observation representative. The proposed fee for Construction Observation Services is based on approximately eight (8) hours per day, five (5) days per week, for fifty-two (52) weeks of the 365 calendar-day construction contract. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue Construction Observation Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing Construction Observation Services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

Construction observation services will be provided by Garver's Construction Observation representative, who will provide or accomplish the following tasks:

- Follow the approved Conformed Construction Plans and the 2019 ODOT Construction Specifications as guidance to observe work performed.
- Consult with and advise the Owner during the construction period.

- Coordinate with the firm(s) providing construction materials quality assurance testing under the Construction Contractor's scope of work.
- Maintain file of quantities incorporated into the work, material test reports, certifications, shop drawings and submittals, and other appropriate information for each contract.
- Attend progress meetings with the Owner and Contractor during the construction period.
- Maintain daily construction observation reports for each construction contract which will contain information pertinent to each site (i.e. hours worked on the project site, weather conditions, list of visitors, number of men and type of equipment working, etc.).
- Participate in final inspection, prepare punch list, and review final project closeout documents.

Task X Deliverables:

- Daily Observation Reports (PDF Document) submitted monthly for twelve (12) months.

TASK XI – RAILROAD COORDINATION SERVICES

Garver will provide the following railroad coordination tasks with the Union Pacific Railroad and the Kiamichi Railroad:

- Kickoff meeting with each railroad company to discuss project specifics.
- Coordinate project schedules and budgets with each railroad company.
- Determine railroad design criteria for the proposed drainage improvements within the railroad right-of-way.
- Coordinate preliminary and final design plans with each railroad company.
- Coordinate construction sequence and schedule with each railroad company.
- Preparation of any applicable railroad permits for each railroad company for the project. All railroad permitting fees are to be paid for by the Owner.

WORK NOT INCLUDED

The following items are not included but will be considered as Extra Work. Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

- Design of improvements off-site or beyond scope extents.
- Redesign for the Owner's convenience or due to changed conditions after previous approval.
- Submittals or deliverables in addition to those listed herein.
- Additional meetings beyond those identified in the scope.
- Geotechnical services.
- Potholing existing utilities.
- Field inspecting private utility relocations.
- Easement acquisitions and legal description preparation.
- Construction materials testing.
- Railroad permitting fees.
- Services after construction, such as warranty follow-up, operations support, etc.
- Environmental handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

SCHEDULE

Garver will begin work within ten (10) days of the written Notice to Proceed for this contract and shall complete services according to the following schedule.

Phase / Deliverable	Calendar Days
Pre-Design Conference with Owner	Approx. Ten (10) days from Notice to Proceed
Task I – Project Management	Throughout Project Duration
Task II – Topographical Survey	Sixty (60) Days from Notice to Proceed
Task III – Geotechnical Services	Sixty (60) Days from Notice to Proceed
Task IV – H&H Technical Memorandum	Sixty (60) Days from Receipt of Survey
Task V – Preliminary Design (50% Complete)	Ninety (90) Days from Approval of H&H Technical Memorandum
Task VI – Final Design for Review (90% Complete)	Ninety (90) Days from Approval of Preliminary Design (50% Complete) Submittal
Task VII – Final Design (100% Complete)	Thirty (30) Days from Approval of Final Design for Review (90% Complete) Submittal
Task VIII – Bidding Phase Services	Throughout Bidding Phase (Approx. Forty-Five (45) Days)
Task IX – Construction Administration Services	Throughout Construction Duration (Approx. Three Hundred Sixty-Five (365) Days)
Task X – Construction Observation Services	Throughout Construction Duration (Approx. Three Hundred Sixty-Five (365) Days)
Task XI – Railroad Coordination Services	Throughout Project Duration

FEE PROPOSAL
The engineering contract costs and fees are summarized below. The fee proposal is divided into each contract task and then totaled for the entire contract.

TASK	FEE TYPE	SUB-TOTAL
Task I – Project Management	Lump Sum	$33,420.00
Task II – Topographical Survey	Lump Sum	$62,850.00
Task III – Geotechnical Services	Lump Sum	$42,256.00
Task IV – H&H Technical Memorandum	Lump Sum	$81,910.00
Task V – Preliminary Design (50% Complete)	Lump Sum	$105,189.00
Task VI – Final Design for Review (90% Complete)	Lump Sum	$87,431.00
Task VII – Final Design (100% Complete)	Lump Sum	$55,486.00
Task VIII –Bidding Phases Services	Lump Sum	$28,884.00
Task IX – Construction Administration Services	Lump Sum	$66,550.00
Task X – Construction Observation Services	Lump Sum	$314,390.00
Task XI – Railroad Coordination Services	Lump Sum	$92,364.00
TOTAL ENGINEERING FEE	**LUMP SUM**	**$970,730.00**

CONCEPTUAL DRAINAGE IMPROVEMENTS MAP

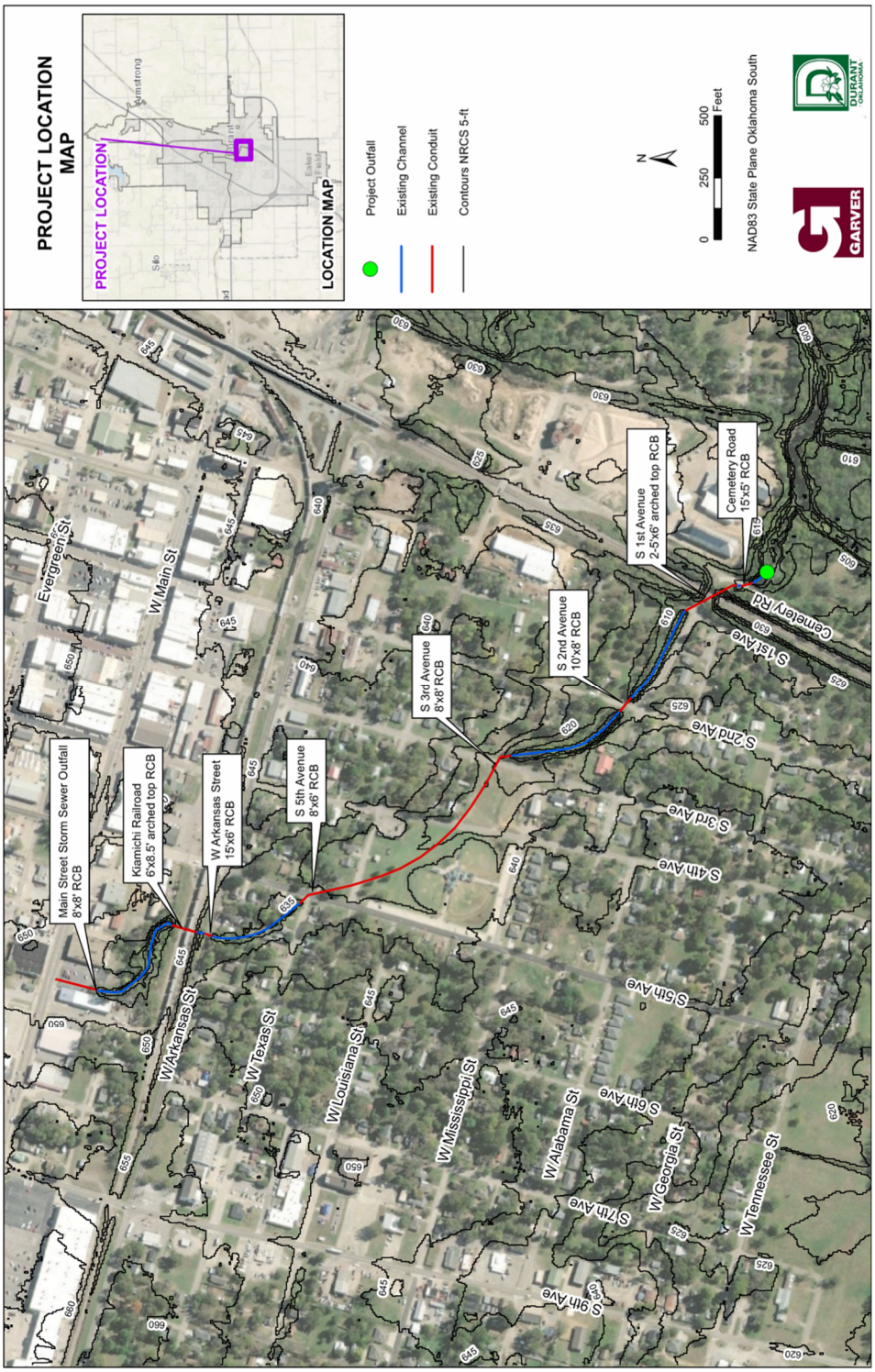

EXHIBIT B
(COMPENSATION SCHEDULE)

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task I – Project Management	$33,420.00	LUMP SUM
Task II – Topographical Survey	$62,850.00	LUMP SUM
Task III – Geotechnical Services	$42,256.00	LUMP SUM
Task IV – H&H Technical Memorandum	$81,910.00	LUMP SUM
Task V – Preliminary Design (50% Complete)	$105,189.00	LUMP SUM
Task VI – Final Design for Review (90% Complete)	$87,431.00	LUMP SUM
Task VII – Final Design (100%)	$55,486.00	LUMP SUM
Task VIII – Bidding Phases Services	$28,884.00	LUMP SUM
Task IX – Construction Administration Services	$66,550.00	LUMP SUM
Task X – Construction Observation Services	$314,390.00	LUMP SUM
Task XI – Railroad Coordination Services	$92,364.00	LUMP SUM
TOTAL FEE	**$970,730.00**	**LUMP SUM**

The lump sum amount to be paid under this Agreement is $970,730.00.

EXHIBIT C
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000

The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date:	7/8/2025
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	Consider Entering Into Executive Session to Discuss Project 1 and Take Possible Action (This executive session is authorized by Oklahoma State Statute, Title 25 Section 307 C-11);

Council Information / Action Requested

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

ATTACHMENTS:

The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 7/8/2025
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Action Pursuant to Executive Session Item 5(a)

Council Information / Action Requested

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

ATTACHMENTS: