

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY COUNCIL

8:00 AM

**Roscoe J. Hatfield
Council Chambers
SPECIAL AGENDA**

January 26, 2017

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consider Approval of Agreement Between City of Durant and Southern Oklahoma Development Association for Payment of Administration Fee for CMC On/Off Ramp Project Grant # 08-01-05038
2. Consider Approval of Request for Authorization of Payment for Southern Oklahoma Development Association Administrative Fee for Economic Development Administration Grant #08-01-05038 to Construct On/Off Ramp on US 70 and Old East Main Street for the CMC Metals Plant (RFAP #2017-010)
3. Consider Approval of Ordinance No. 1822 of the City of Durant, Oklahoma, Levying and Assessing an Excise Tax (Sales Tax) of Five Percent (5%) (in Addition to Any and All Other Excise Taxes Now in Force), Upon the Gross Proceeds or Gross Receipts Derived from Rents Received from Occupancy of Hotel or Motel, Rooms, Providing for Use of Tax Funds; Providing for Tax Rate; Providing Exemptions; Providing Tax to be Separately Designated on Bills; Providing for Operator's Duties; Providing for Assessment and Determination of Tax; Providing for an Agreement of Administration; Requiring Certificates of Registration; Making Records Confidential; Providing for Creation of a Public Trust; Requiring Approval of Ordinance by Majority of Registered Voters Voting at an Election Held for Such Purpose as Provided by Law; Fixing Effective Dates; Providing for Severability; and Containing Other Provisions Related Thereto
4. Consider Approval of Resolution No. 2017-02 Authorizing the Calling and Holding of an Election in the City of Durant, Oklahoma, on the 4th Day of April, 2017, for the Purpose of Submitting to the Qualified Electors of the City of Durant, Oklahoma, the Question of Their Approval or Rejection of Ordinance No. 1822 Levying a Five Percent (5%) Tax upon the Gross Proceeds or Gross Receipts Derived from Occupancy of a Room or

Rooms in this City; Providing that the Revenues from Such Tax to be
Used for Enhancing and Promoting Tourism and Economic Development

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 13th day of January, 2017 and that an agenda of said meeting was posted at the place of such meeting at 7:30 a.m. on the 24th day of January, 2017.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Manager

Memorandum

Date: 1/23/2017
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Approval of Agreement Between City of Durant and Southern Oklahoma Development Association for Payment of Administration Fee for CMC On/Off Ramp Project Grant # 08-01-05038

The Economic Development Administration Grant #08-01-05038 for construction of the on/off ramp on US Highway 70 and Old East Main Street, Durant, for the CMC Metals Plant was awarded by the Economic Development Administration and a contract for administrative services was signed between the City of Durant and Southern Oklahoma Development Association (SODA) on August 11, 2015.

SODA expended a great deal of time and effort to secure the award but was taken out of the administration of this grant. An agreement by all parties has been reached per the attached documentation to pay SODA \$20,000.00 compensation for applying for and securing this grant for the City of Durant and will result in cancellation of the remainder of the contract amount.

Council Information / Action Requested

Approval of Agreement Between City of Durant and Southern Oklahoma Development Association for Payment of Administration Fee for CMC On/Off Ramp Project Grant # 08-01-05038 in the amount of \$20,000.00.

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

ATTACHMENTS:

Description	Type	Upload Date
Southern Oklahoma Development Association Contract for Administrative Services (C-2015-43)	Exhibit	1/23/2017
SODA Letter of 11.23.2016	Exhibit	1/23/2017
SODA Letter of 1.20.2017	Exhibit	1/23/2017

CONTRACT FOR ADMINISTRATIVE SERVICES

This Agreement between City of Durant, located in Oklahoma, and Southern Oklahoma Development Association for the consideration hereinafter set forth, agree as follows:

This contract shall become effective concurrent with the U. S. Department of Commerce/Economic Development Administration's contract and shall be in effect through the end date of said contract. This contract period may be extended by mutual agreement of both parties.

I. PROJECT

Contractor understands that this contract is entered into to provide City of Durant with services constituting:

Administrative services required in implementing and carrying out the project, if said project receives funding by the U. S. Department of Commerce/Economic Development Administration. Required services are specified in Attachment "A".

Description of Project: CONSTRUCTION OF ON/OFF RAMP ON US HWY 70 AND OLD EAST MAIN STREET. DURANT, BRYAN COUNTY, OKLAHOMA

II. ADMINISTRATIVE RESPONSIBILITIES (SEE ATTACHMENT A)

Part II will be binding to both parties upon execution of this contract. City of Durant agrees to pay Contractor, as compensation for administrative consulting services, a total sum not to exceed \$112,500.00. Contractor will be reimbursed in (4) four equal payments of \$28,125.000. The first payment will be due upon release of funds, the second payment will be due once project is 50% complete, the third payment will be due once project is 75% complete and the remaining 25% will be due at closeout and will be paid only after receipt and approval of invoices from the contractor.

Services as specified in Attachment "A", Part II are subject to the following conditions.

A. The project specified in Part I is funded by the U. S. Department of Commerce/Economic Development Administration and for the amount of funding requested.

B. City of Durant shall have the option to accept the services of the Contractor beginning with the start date listed above of the Economic Development grant contract received from the U. S. Department of Commerce/Economic Development Administration or at a later date specified. Notification of acceptance of said services shall be in writing to Contractor. City of Durant agrees to pay the Contractor (SODA) as compensation for administrating EDA Grant in the amount of \$112,500.00 dollars. Contractor will be reimbursed in (4) four equal payments of \$28,125.000. The first payment will be due upon release of funds, the second payment will be due once project is 50% complete, the third payment will be due once project is 75% complete and the remaining 25% will be due at closeout and will be paid only after receipt and approval of invoices from the contractor.

The invoices must list the individual services that were provided, their percentage of completion, the fee requested (as defined in the Statement of Price submitted in Contractor's Proposal), and identify each staff member where applicable who provided the services. Reimbursement for each service listed shall not exceed the completion percentage of the service provided (i.e. if 50% of a particular service is complete, no more than 50% of the fee for that service may be reimbursed).

C. Contractor shall not begin to provide any services as specified in Part II until written notification from City of Durant is received.

D. City of Durant shall have the option to not accept the services of the Contractor to be provided under Part II for any of the following reasons:

1. The project specified in Part I is funded by the U. S. Department of Commerce/Economic Development Administration at a lower amount than the amount requested.
2. City of Durant determines such services may be provided by City of Durant's staff.
3. City of Durant is dissatisfied with the services of the Contractor.

III. GENERAL TERMS AND CONDITIONS

A. SUBCONTRACT NOTIFICATION PROVISION

The work and services covered by this contract may be subcontracted by the Contractor. The Contractor will insure that in no event will the subcontract incur any obligation on the part of City of Durant

B. MODIFICATION

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

INTERPRETATION, REMEDIES

1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree in writing to utilize an outside arbitrator to make a final determination binding upon both parties.
2. In the event of any disagreement between the Contractor and City of Durant relating to the work and services being performed and its conformity to the requirements of this contract, the decision of City of Durant shall prevail.
3. Neither forbearance nor payment by City of Durant shall be construed to constitute waiver of any remedies for any default or breach of the Contractor that exists then or occurs later.

C. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

D. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the Economic Development Administration, its agents, officers and employees and City of Durant, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. Contractor shall, within limitations placed on such entities by state law, save harmless the Economic Development Administration, its agents, officers and employees and the Cities agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for the Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the Economic Development Administration, its agents, officers and employees and City of Durant, its agents, officers and employees for all the herein-before-described expenses, claims actions or amounts recovered.

E. PERSONNEL

1. Contractor represents that he/she has or will secure, at his/her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with City of Durant

2. Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereafter will be performed by Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

F. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if Contractor shall violate any of the covenants, agreements or stipulations of this contract, City of Durant shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereafter.
2. Notwithstanding the above, the Contractor shall not be relieved of any liability to City of Durant for damages sustained by City of Durant by virtue of any breach of the contract by the Contractor and the City shall withhold any payments to the Contractor until such time as the exact amount of damages due City of Durant from the Contractor is determined.

G. TERMINATION FOR CONVENIENCE OF CITY OF DURANT

City of Durant may terminate this contract at any time by giving at least 30 days notice in writing to the Contractor. If the City of Durant terminates the contract, as provided herein, the Contractor will be paid for the services rendered and any allowable expenses incurred up to the termination date.

H. CONFLICT OF INTEREST

No member of the governing body of City of Durant or any other officer, employee or agent of the City of Durant, who exercises any functions or responsibilities in connection with the Economic Development Administration (EDA) project and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the Contractor shall take appropriate steps to assure compliance.

I. INTEREST OF CONTRACTOR AND EMPLOYEES

Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services herein. Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed.

J. REPORTS AND INFORMATION

1. Contractor, at such times and in such forms as City of Durant may require, shall furnish you with such periodic reports as it may request pertaining to the work or service undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therein with any other matters covered by this contract.
2. Contractor shall furnish City of Durant with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the county or federal and state grantor agencies.

K. COMPLIANCE WITH LOCAL LAWS

Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments and Contractor shall save City of Durant harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

L. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

M. RECORDS AND AUDITS

Contractor shall assist City of Durant in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. Contractor shall also retain Contractor's own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by City of Durant or until all audit findings have been resolved, whichever is later. Contractor shall permit authorized representatives of the U. S. Department of Commerce, the federal or state Department of Labor and the U.S. Controller General to have full access to and the right to fully examine all such materials.

N. ANTI-KICKBACK REGULATIONS

Contractor shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

O. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the following equal opportunity requirements as part of the Community Development Block Grant (CDBG) assurance.

1. Civil Rights Act of 1964, Title VI: Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance.
2. Housing and Community Development Act of 1974, Section 109: Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity
3. Housing and Urban Development Act of 1968, Section 3: Contractor shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan City) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan City) as the project.
4. Affirmative Action: Contractor shall take affirmative action steps to contract with small and minority-owned firms and women's business Enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Subpart J. Affirmative action steps include but are not limited to the following:
 - a) Including qualified small, minority and women's business enterprises on solicitation lists.
 - b) Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources.
 - c) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation.
 - d) Where the requirement permits, establishing deliver schedules, which will encourage participation by small, minority and women's business enterprises.
 - e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory

- of minority contractors, suppliers and vendors.
- f) If any subcontracts are to be let requiring the prime contractor to take the affirmative action steps in a. through e. above.

P. AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Q. REHABILITATION ACT OF 1973, Section 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving federal financial assistance.

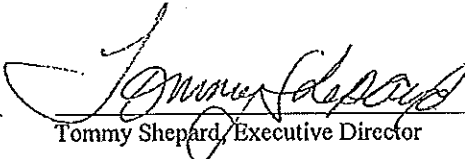
Executed by:

Executed by:

City of Durant

Southern Oklahoma Development Association

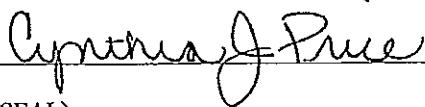

Stewart Hoffman, Mayor

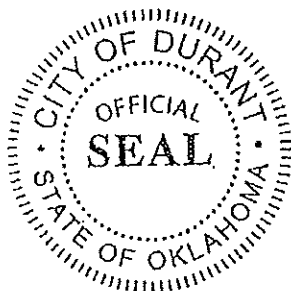

Tommy Shepard, Executive Director

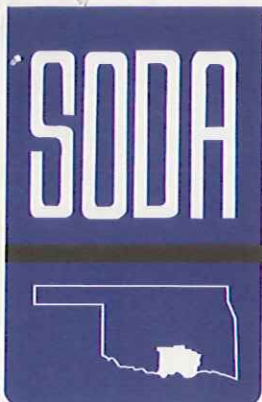
Date: 8/11/15

Date: 8-11-2015

ATTEST:


(SEAL)





Southern Oklahoma Development Association

P.O. Box 709 DURANT • OKLAHOMA 74702-0709
TELEPHONE 580-920-1388 • FAX NO. 580-920-1391

November 23, 2016

Tim Rundel, City Manager
City of Durant
P. O. Box 578
Durant, OK 74702-0578

Mr. Rundel:

The Economic Development Administration grant # 08-01-05038 for construction of on/off ramp on US Hwy 70 and old East Main Street, Durant, Bryan County, Oklahoma for the CMC Metals plant has been awarded by the EDA.

SODA and its staff have expended a great deal of time and expense in securing this award but were taken out of the administration for this grant. Normally the amount of time and effort to administer an EDA grant consists of 40 to 45% total effort and expense in the application process and securing the award of the grant. Due to this fact SODA is submitting an invoice as an application fee for this grant in the amount of \$20,000.00 to the City of Durant/Durant Industrial Authority who are the actual economic beneficiaries of this grant and who were the original listed recipients of this grant. The City of Durant is still listed as a grant recipient.

SODA has secured numerous EDA grants for Durant in the past eighteen years that SODA has located their offices in Durant that have been financially advantageous to the City of Durant and Durant Industrial Authority and we would like for this relationship to continue.

SODA negotiated in good faith a contract with the City of Durant for the administration of this grant which was approved and awarded by the Durant City Council and signed by the City of Durant on August 11, 2015.

SODA does not intend to try to enforce this contract in its entirety but does believe that we are entitled to be compensated for the time and expense committed by SODA for the successful award of this grant. SODA has contacted the City of Durant previously concerning this issue and apparently no one was willing or able to make a decision concerning this and decided to leave this situation to be handled by yourself.

Please feel free to call me should you have any questions regarding this, I can be contacted at our office or my cell phone (580-624-0230).

Jon McCormick, Executive Director

SODA

2704 North 1st Ave P.O. Box 709
Durant, OK 74702
(580) 920-1388 fax (580) 920-1391

Account

#

Invoice

Customer			
Name	The City of Durant / Durant Industrial Authority		
Address	215 North 4th Ave		
City	Durant	State	OK ZIP 74701
Phone	(580) 931-6600		

Date	11/23/2016
Order No.	EDA-2016-01
Request	

Qty	Description	Unit Price	TOTAL
	Contract Number here Grant Type 08-01-05038		
	Administration fee per contract	\$28,125.00	
	discount amount discount will not apply if not paid within 30 days of receipt of this invoice	(\$8,125.00)	
1	Application Fee of Awarded EDA 08-01-05038 Grant for On/Off Ramps Old US Hwy 70		\$20,000.00
Past Due 2nd Notice			

Sub Total	\$20,000.00
Shipping & Handling	
State Taxes	
Total	\$20,000.00

Approval	
Requested By:	
Name:	Jon McCormick
Title:	Executive Director, SODA
Department:	Community & Economic Development
Forwarded to Accounting Department:	

Office Use Only

Original to Community; Copy to SODA & Department Accounting and Project File



Southern Oklahoma Development Association

P.O. Box 709 DURANT • OKLAHOMA 74702-0709
TELEPHONE 580-920-1388 • FAX NO. 580-920-1391

January 20, 2017

Tim Rundel, City Manager
City of Durant
P. O. Box 578
Durant, OK 74702

Dear Mr. Rundel:

Per our discussion concerning the contract for administration of the EDA grant # 08-01-05038. SODA is willing to accept a payment of \$20,000.00 for compensation in applying for and securing this grant for the City of Durant. The contract states that 25% of the total of administration fees are payable at this point of completion of the contract. SODA will consider this contract completed with the receipt of this payment of \$20,000.00.

I appreciate your efforts concerning this matter and look forward to continued good relations between our two entities.

Should further information be required, please contact me at the above address or e-mail me at jmccormick@soda-ok.org.

Sincerely,

Jon McCormick
Executive Director



The City of Durant

Office of City Manager

Memorandum

Date: 1/23/2017
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Approval of Request for Authorization of Payment for Southern Oklahoma Development Association Administrative Fee for Economic Development Administration Grant #08-01-05038 to Construct On/Off Ramp on US 70 and Old East Main Street for the CMC Metals Plant (RFAP #2017-010)

Council Information / Action Requested

Approval of Request for Authorization of Payment for Southern Oklahoma Development Association Administrative Fee for Economic Development Administration Grant #08-01-05038 to Construct On/Off Ramp on US 70 and Old East Main Street for the CMC Metals Plant (RFAP #2017-010)

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

ATTACHMENTS:

Description	Type	Upload Date
RFAP #2017-010	Exhibit	1/23/2017

SPEND/CNTRCT#

INCODE PROJ#

RFAP #2017-010**REQUEST FOR AUTHORIZATION TO PURCHASE**

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item #

- 1 Item planned for spending (provide details):
SODA ADMIN FEE CMC ON/OFF RAMP PROJECT
- 2 Department requesting authorization:
CITY ADMINISTRATION
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
SOUTHERN OKLAHOMA DEVELOPMENT ASSOCIATION
- 4 Estimated Purchase Date (M/D/Y): **January 20, 2017**
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)
- 6 Is this item included in the current FY budget (Yes/No) **Yes**
- 7 GL account code: **#015-505-555-61-25**
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend **\$20,000.00**
- 8b Item (new or replacement, if a capital item complete fixed asset form)? **New**
- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form? **No**
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)*
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review **No**
- 8e Does the purchase involve Grant Funding (Yes or No) **No**
- 8f What is the City Cash Match for the Grant **\$**
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)
- 9 Purchase is Planned By (complete appropriate item(s) below):
- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):
- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

SODA ADMIN FEE CMC ON/OFF RAMP PROJECT

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

	N/A	
10a	Signature of Grants Administrator (if applicable)	date (M/D/Y):
	N/A	
10b	Signature Department Head	date (M/D/Y):
	<i>Annabella Miller</i>	1-20-17
10c	Signature of Division Head	date (M/D/Y):
	<i>mtall</i>	1/20/17
10d	Signature of Budget Administrator	date (M/D/Y):
	N/A	
10e	Signature of Project Manager	date (M/D/Y):
	<i>[Signature]</i>	1/20/2017
10f	Signature of City Treasurer	date (M/D/Y):
	<i>[Signature]</i>	1/23/17
10g	Signature of City Manager (only over \$2,000)	date (M/D/Y):

11h City Manager Comments:



Southern Oklahoma Development Association

P.O. Box 709 DURANT • OKLAHOMA 74702-0709
TELEPHONE 580-920-1388 • FAX NO. 580-920-1391

January 20, 2017

Tim Rundel, City Manager
City of Durant
P. O. Box 578
Durant, OK 74702

Dear Mr. Rundel:

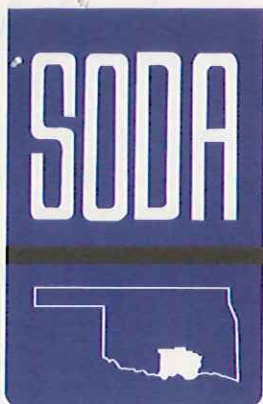
Per our discussion concerning the contract for administration of the EDA grant # 08-01-05038. SODA is willing to accept a payment of \$20,000.00 for compensation in applying for and securing this grant for the City of Durant. The contract states that 25% of the total of administration fees are payable at this point of completion of the contract. SODA will consider this contract completed with the receipt of this payment of \$20,000.00.

I appreciate your efforts concerning this matter and look forward to continued good relations between our two entities.

Should further information be required, please contact me at the above address or e-mail me at jmccormick@soda-ok.org.

Sincerely,

Jon McCormick
Executive Director



Southern Oklahoma Development Association

P.O. Box 709 DURANT • OKLAHOMA 74702-0709
TELEPHONE 580-920-1388 • FAX NO. 580-920-1391

November 23, 2016

Tim Rundel, City Manager
City of Durant
P. O. Box 578
Durant, OK 74702-0578

Mr. Rundel:

The Economic Development Administration grant # 08-01-05038 for construction of on/off ramp on US Hwy 70 and old East Main Street, Durant, Bryan County, Oklahoma for the CMC Metals plant has been awarded by the EDA.

SODA and its staff have expended a great deal of time and expense in securing this award but were taken out of the administration for this grant. Normally the amount of time and effort to administer an EDA grant consists of 40 to 45% total effort and expense in the application process and securing the award of the grant. Due to this fact SODA is submitting an invoice as an application fee for this grant in the amount of \$20,000.00 to the City of Durant/Durant Industrial Authority who are the actual economic beneficiaries of this grant and who were the original listed recipients of this grant. The City of Durant is still listed as a grant recipient.

SODA has secured numerous EDA grants for Durant in the past eighteen years that SODA has located their offices in Durant that have been financially advantageous to the City of Durant and Durant Industrial Authority and we would like for this relationship to continue.

SODA negotiated in good faith a contract with the City of Durant for the administration of this grant which was approved and awarded by the Durant City Council and signed by the City of Durant on August 11, 2015.

SODA does not intend to try to enforce this contract in its entirety but does believe that we are entitled to be compensated for the time and expense committed by SODA for the successful award of this grant. SODA has contacted the City of Durant previously concerning this issue and apparently no one was willing or able to make a decision concerning this and decided to leave this situation to be handled by yourself.

Please feel free to call me should you have any questions regarding this, I can be contacted at our office or my cell phone (580-624-0230).

Jon McCormick, Executive Director

SODA

2704 North 1st Ave P.O. Box 709
Durant, OK 74702
(580) 920-1388 fax (580) 920-1391

Account

#

Invoice

Customer
Name The City of Durant / Durant Industrial Authority
Address 215 North 4th Ave
City Durant State OK ZIP 74701
Phone (580) 931-6600

Date 11/23/2016
Order No. EDA-2016-01
Request _____

Qty	Description	Unit Price	TOTAL
	Contract Number here Grant Type 08-01-05038		
	Administration fee per contract	\$28,125.00	
	discount amount discount will not apply if not paid within 30 days of receipt of this invoice	(\$8,125.00)	
1	Application Fee of Awarded EDA 08-01-05038 Grant for On/Off Ramps Old US Hwy 70		\$20,000.00

Past Due

2nd Notice

Sub Total	\$20,000.00
Shipping & Handling	
State Taxes	
Total	\$20,000.00

Approval
Requested By:
Name: Jon McCormick
Title: Executive Director, SODA
Department: Community & Economic Development
Forwarded to Accounting Department: _____

Office Use Only

Original to Community; Copy to SODA & Department Accounting and Project File

CONTRACT FOR ADMINISTRATIVE SERVICES

This Agreement between City of Durant, located in Oklahoma, and Southern Oklahoma Development Association for the consideration hereinafter set forth, agree as follows:

This contract shall become effective concurrent with the U. S. Department of Commerce/Economic Development Administration's contract and shall be in effect through the end date of said contract. This contract period may be extended by mutual agreement of both parties.

I. PROJECT

Contractor understands that this contract is entered into to provide City of Durant with services constituting:

Administrative services required in implementing and carrying out the project, if said project receives funding by the U. S. Department of Commerce/Economic Development Administration. Required services are specified in Attachment "A".

Description of Project: CONSTRUCTION OF ON/OFF RAMP ON US HWY 70 AND OLD EAST MAIN STREET. DURANT, BRYAN COUNTY, OKLAHOMA

II. ADMINISTRATIVE RESPONSIBILITIES (SEE ATTACHMENT A)

Part II will be binding to both parties upon execution of this contract. City of Durant agrees to pay Contractor, as compensation for administrative consulting services, a total sum not to exceed \$112,500.00. Contractor will be reimbursed in (4) four equal payments of \$28,125.000. The first payment will be due upon release of funds, the second payment will be due once project is 50% complete, the third payment will be due once project is 75% complete and the remaining 25% will be due at closeout and will be paid only after receipt and approval of invoices from the contractor.

Services as specified in Attachment "A", Part II are subject to the following conditions.

A. The project specified in Part I is funded by the U. S. Department of Commerce/Economic Development Administration and for the amount of funding requested.

B. City of Durant shall have the option to accept the services of the Contractor beginning with the start date listed above of the Economic Development grant contract received from the U. S. Department of Commerce/Economic Development Administration or at a later date specified. Notification of acceptance of said services shall be in writing to Contractor. City of Durant agrees to pay the Contractor (SODA) as compensation for administrating EDA Grant in the amount of \$112,500.00 dollars. Contractor will be reimbursed in (4) four equal payments of \$28,125.000. The first payment will be due upon release of funds, the second payment will be due once project is 50% complete, the third payment will be due once project is 75% complete and the remaining 25% will be due at closeout and will be paid only after receipt and approval of invoices from the contractor.

The invoices must list the individual services that were provided, their percentage of completion, the fee requested (as defined in the Statement of Price submitted in Contractor's Proposal), and identify each staff member where applicable who provided the services. Reimbursement for each service listed shall not exceed the completion percentage of the service provided (i.e. if 50% of a particular service is complete, no more than 50% of the fee for that service may be reimbursed).

C. Contractor shall not begin to provide any services as specified in Part II until written notification from City of Durant is received.

D. City of Durant shall have the option to not accept the services of the Contractor to be provided under Part II for any of the following reasons:

1. The project specified in Part I is funded by the U. S. Department of Commerce/Economic Development Administration at a lower amount than the amount requested.
2. City of Durant determines such services may be provided by City of Durant's staff.
3. City of Durant is dissatisfied with the services of the Contractor.

III. GENERAL TERMS AND CONDITIONS

A. SUBCONTRACT NOTIFICATION PROVISION

The work and services covered by this contract may be subcontracted by the Contractor. The Contractor will insure that in no event will the subcontract incur any obligation on the part of City of Durant

B. MODIFICATION

This contract is subject to such modification as may be required by federal or state law or regulations. The work and services to be performed and the total contract amount may be modified only upon written agreement of both parties.

INTERPRETATION, REMEDIES

1. In the event the parties fail to agree on charges or interpretations of this contract, both parties may jointly agree in writing to utilize an outside arbitrator to make a final determination binding upon both parties.
2. In the event of any disagreement between the Contractor and City of Durant relating to the work and services being performed and its conformity to the requirements of this contract, the decision of City of Durant shall prevail.
3. Neither forbearance nor payment by City of Durant shall be construed to constitute waiver of any remedies for any default or breach of the Contractor that exists then or occurs later.

C. SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

D. HOLD HARMLESS CLAUSE

Contractor shall, within limitations placed on such entities by State law, save harmless the Economic Development Administration, its agents, officers and employees and City of Durant, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. Contractor shall, within limitations placed on such entities by state law, save harmless the Economic Development Administration, its agents, officers and employees and the Cities agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claims or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any subcontractor or any agent for the Contractor, Contractor will specify that such subcontractors or agents shall hold harmless the Economic Development Administration, its agents, officers and employees and City of Durant, its agents, officers and employees for all the herein-before-described expenses, claims actions or amounts recovered.

E. PERSONNEL

1. Contractor represents that he/she has or will secure, at his/her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of nor have any contractual relationship with City of Durant

2. Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereafter will be performed by Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

F. TERMINATION OF CONTRACT FOR CAUSE

1. If, for any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if Contractor shall violate any of the covenants, agreements or stipulations of this contract, City of Durant shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereafter.
2. Notwithstanding the above, the Contractor shall not be relieved of any liability to City of Durant for damages sustained by City of Durant by virtue of any breach of the contract by the Contractor and the City shall withhold any payments to the Contractor until such time as the exact amount of damages due City of Durant from the Contractor is determined.

G. TERMINATION FOR CONVENIENCE OF CITY OF DURANT

City of Durant may terminate this contract at any time by giving at least 30 days notice in writing to the Contractor. If the City of Durant terminates the contract, as provided herein, the Contractor will be paid for the services rendered and any allowable expenses incurred up to the termination date.

H. CONFLICT OF INTEREST

No member of the governing body of City of Durant or any other officer, employee or agent of the City of Durant, who exercises any functions or responsibilities in connection with the Economic Development Administration (EDA) project and carrying out of the program shall have any personal financial interest, direct or indirect, in this agreement and the Contractor shall take appropriate steps to assure compliance.

I. INTEREST OF CONTRACTOR AND EMPLOYEES

Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services herein. Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed.

J. REPORTS AND INFORMATION

1. Contractor, at such times and in such forms as City of Durant may require, shall furnish you with such periodic reports as it may request pertaining to the work or service undertaken pursuant to the contract, costs and obligations incurred or to be incurred in connection therein with any other matters covered by this contract.
2. Contractor shall furnish City of Durant with narrative reports and financial reports related to the elements of this contract in the forms and at such times as may be required by the county or federal and state grantor agencies.

K. COMPLIANCE WITH LOCAL LAWS

Contractor shall comply with all applicable laws, ordinances and codes of the state and local governments and Contractor shall save City of Durant harmless with respect to any damages arising from any tort done in performing any of the work under this contract.

L. COPYRIGHT

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

M. RECORDS AND AUDITS

Contractor shall assist City of Durant in obtaining and organizing all books, documents, papers, records and other materials involving all activities and transactions related to this contract. Contractor shall also retain Contractor's own records relating to this contract for at least three (3) years from the date of submission of the final expenditure report by City of Durant or until all audit findings have been resolved, whichever is later. Contractor shall permit authorized representatives of the U. S. Department of Commerce, the federal or state Department of Labor and the U.S. Controller General to have full access to and the right to fully examine all such materials.

N. ANTI-KICKBACK REGULATIONS

Contractor shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulation 29 CFR, Part III.

O. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the following equal opportunity requirements as part of the Community Development Block Grant (CDBG) assurance.

1. Civil Rights Act of 1964, Title VI: Contractor shall comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance.
2. Housing and Community Development Act of 1974, Section 109: Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity
3. Housing and Urban Development Act of 1968, Section 3: Contractor shall comply with Section 3, which provides that, to the greatest extent feasible, training and employment opportunities shall be made available to lower-income residents of the unit of local government or metropolitan area (or non-metropolitan City) in which the project is located and that contracts be awarded to small businesses located within or owned in substantial part by residents of the same metropolitan area (or non-metropolitan City) as the project.
4. Affirmative Action: Contractor shall take affirmative action steps to contract with small and minority-owned firms and women's business Enterprises as a part of the requirements of 24 CFR, Part 85.36 or 24 CFR, Part 570, Subpart J. Affirmative action steps include but are not limited to the following:
 - a) Including qualified small, minority and women's business enterprises on solicitation lists.
 - b) Assuring that small, minority and women's business enterprises are solicited whenever they are potential sources.
 - c) When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum small, minority and women's business enterprises participation.
 - d) Where the requirement permits, establishing deliver schedules, which will encourage participation by small, minority and women's business enterprises.
 - e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the U.S. Department of Commerce and the local minority business development center that assists with management and technical aspects and maintains a directory

- of minority contractors, suppliers and vendors.
- f) If any subcontracts are to be let requiring the prime contractor to take the affirmative action steps in a. through e. above.

P. AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

Q. REHABILITATION ACT OF 1973, Section 504

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any programs or activities receiving federal financial assistance.

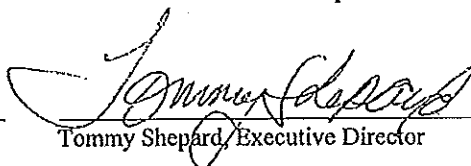
Executed by:

Executed by:

City of Durant

Southern Oklahoma Development Association

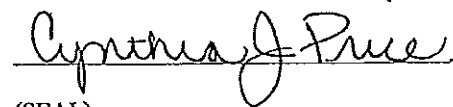

Stewart Hoffman, Mayor

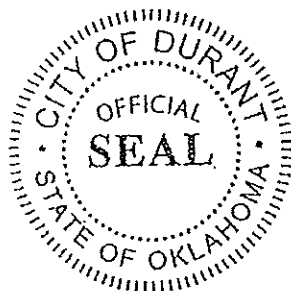

Tommy Shepard, Executive Director

Date: 8/11/15

Date: 8-11-2015

ATTEST:


(SEAL)





The City of Durant

Office of City Clerk

Memorandum

Date: 1/23/2017
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Approval of Ordinance No. 1822 of the City of Durant, Oklahoma, Levying and Assessing an Excise Tax (Sales Tax) of Five Percent (5%) (in Addition to Any and All Other Excise Taxes Now in Force), Upon the Gross Proceeds or Gross Receipts Derived from Rents Received from Occupancy of Hotel or Motel, Rooms, Providing for Use of Tax Funds; Providing for Tax Rate; Providing Exemptions; Providing Tax to be Separately Designated on Bills; Providing for Operator's Duties; Providing for Assessment and Determination of Tax; Providing for an Agreement of Administration; Requiring Certificates of Registration; Making Records Confidential; Providing for Creation of a Public Trust; Requiring Approval of Ordinance by Majority of Registered Voters Voting at an Election Held for Such Purpose as Provided by Law; Fixing Effective Dates; Providing for Severability; and Containing Other Provisions Related Thereto

After numerous Hotel Lodging Tourism Tax Committee meetings, that were facilitated by the Durant Area Chamber of Commerce, attached proposed ordinance was submitted to the mayor and council for final approval. Members of the committee consisted representatives from the Durant Hotel Owners, the Durant Area Chamber of Commerce, the Choctaw Nation and the Durant City Council.

Council Information / Action Requested

Approve Ordinance No. 1822 of the City of Durant, Oklahoma, Levying and Assessing an Excise Tax (Sales Tax) of Five Percent (5%) (in Addition to Any and All Other Excise Taxes Now in Force), Upon the Gross Proceeds or Gross Receipts Derived from Rents Received from Occupancy of Hotel or Motel, Rooms, Providing for Use of Tax Funds; Providing for Tax Rate; Providing Exemptions; Providing Tax to be Separately Designated on Bills; Providing for Operator's Duties; Providing for Assessment and Determination of Tax; Providing for an Agreement of Administration; Requiring Certificates of Registration; Making Records Confidential; Providing for Creation of a Public Trust; Requiring Approval of Ordinance by Majority of Registered Voters Voting at an Election Held for Such Purpose as Provided by Law; Fixing Effective Dates; Providing for Severability; and Containing Other Provisions Related Thereto.

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance No. 1822 and Trust Indenture	Exhibit	1/23/2017

ORDINANCE NO. 1822

AN ORDINANCE OF THE CITY OF DURANT, OKLAHOMA, LEVYING AND ASSESSING AN EXCISE TAX (SALES TAX) OF FIVE PERCENT (5%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE), UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM RENTS RECEIVED FROM OCCUPANCY OF HOTEL OR MOTEL, ROOMS, PROVIDING FOR USE OF TAX FUNDS; PROVIDING FOR TAX RATE; PROVIDING EXEMPTIONS; PROVIDING TAX TO BE SEPARATELY DESIGNATED ON BILLS; PROVIDING FOR OPERATOR'S DUTIES; PROVIDING FOR ASSESSMENT AND DETERMINATION OF TAX; PROVIDING FOR AN AGREEMENT OF ADMINISTRATION; REQUIRING CERTIFICATES OF REGISTRATION; MAKING RECORDS CONFIDENTIAL; PROVIDING FOR CREATION OF A PUBLIC TRUST; REQUIRING APPROVAL OF ORDINANCE BY MAJORITY OF REGISTERED VOTERS VOTING AT AN ELECTION HELD FOR SUCH PURPOSE AS PROVIDED BY LAW; FIXING EFFECTIVE DATES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY OF DURANT, OKLAHOMA;

ARTICLE I. Subject to the approval by a majority of the qualified electors of the City of Durant, Oklahoma, at an election held April 4, 2017, the following shall be codified and incorporated into the Code of Ordinances, City of Durant, Oklahoma:

Section 1. Citation and Codification.

This Ordinance shall be known and cited as the City of Durant Tourism Tax Ordinance.

Section 2. Definitions.

As used in the article:

Durant Hotel Owners: an organization comprised of Hotel and Motel owners and operators from entities within the city limits of Durant which meets regularly and is open to all owners and operators.

Economic Development: efforts that seek to improve the economic well-being and quality of life for a community by creating and/or retaining jobs and supporting or growing incomes and the tax base.

Hotel: shall mean any building or buildings, structures, trailer, or other facility in which the public may, for consideration, obtain sleeping accommodations in which three (3) or more rooms are used for the accommodations of such guests whether such rooms are in one (1) or several structures. The terms shall include hotels, apartment hotels, motels, tourists homes, houses or courts, lodging houses, bed and breakfast inns, inns, rooming houses, trailer motels, sleeping rooms not occupied by "permanent residents," and all other facilities where rooms or sleeping accommodations or space are furnished for a consideration. The term shall not include hospitals, sanitariums, nursing homes, assisted living centers, single family homes, duplexes, garage apartments or apartment complexes.

Occupancy: shall mean the use or possession, or the right to the use or possession of any room or rooms in a hotel, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possessions of the room or rooms.

Occupant: shall mean a person, who for a consideration, uses, possesses, or has the right to the use or possession of any room or rooms in a hotel under any lease, concession, permit, right to access, license to use, or any agreement.

Operator: shall mean any person or entity operating or managing a hotel in or from within this city, included, but not limited to, the owner, proprietor, manager, lessee, sublessee, mortgagee in possession, licensee, or any other person or entity otherwise operating such hotel.

Permanent resident: shall mean a single occupant who, during the current term of occupancy, occupies or has the right of occupancy of any room or rooms in a hotel for thirty (30) consecutive or more days.

Rent: shall mean the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash credits, and property or services of any kind or nature, and also any amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Return: shall mean any return filed or required to be filed as herein provided.

Room: shall mean any room or rooms of any kind in any part or portion of a hotel which is available for or let out for use or possessed for any purpose other than a place of assembly. As used herein, "Place of Assembly" means a room or space which is not capable of being occupied for lodging purposes and which is used for educational, recreational or amusement purposes and shall include: dance halls; cabarets, night clubs, restaurants; any room or space for public or private banquets, feast, social, card parties or weddings; lodge and meeting hall rooms, skating rinks; gymnasiums; swimming pools; billiard, bowling and table tennis rooms; hall or rooms used for public or private catering purposes; funeral parlors; markets; recreational rooms; concert halls; broadcasting studios; and all other places of similar type of occupancy.

Tax: shall mean the tax levied pursuant to this article.

Tourism: shall mean the business of providing information, accommodations, transportation, and other services to tourist.

Tourist: shall mean a person who travels for pleasure, usually for a sightseeing and/or business and staying in hotels

Section 3. Tax rate.

There is hereby levied an excise tax not to exceed five (5) per cent of the gross rental receipts derived from all sales taxable under the Oklahoma Sales Tax Code upon the service of furnishing rooms by hotels or motels within the city. This excise tax shall be in addition to any existing sales taxes imposed by the city or the State of Oklahoma.

Section 4. Tax to be separately designated on bills.

The operator shall separately designate, charge and show the tax along with any other tax on all bills, statements, receipts or any other evidence of charges or payment of rent for occupancy issued or delivered by the operator.

Section 5. Operator responsible for collection.

The operator shall be responsible for the collection of the tax from the occupant and shall be liable to the city for the tax.

Section 6. Remittance of Hotel Lodging Tourism Tax.

The City of Durant shall enter into an agreement with the Oklahoma Tax Commission for the collection of the imposed Hotel Lodging Tourism Tax under Title 68, Chapter 1, Article 27, Section 2701-4

A due date for reporting and remittance of the tax which shall be the twentieth day of the month following the month during which the charge for occupancy of a hotel, motel or other facility is incurred by the occupant;

Section 7. Use of funds.

Durant Tourism Economic Development Authority. Five percent (5%) of the taxes collected pursuant to the provisions of this article shall be set aside unto the Durant Tourism Economic Development Authority, a public trust, created by Trust Indenture. Shown as Exhibit A, the Trust Indenture for and is hereby made part of this ordinance, wherein such Trust Indenture the City of Durant, Oklahoma, is designated as beneficiary; and such taxes shall be used for the purpose of encouraging, promoting and fostering tourism economic development. The Durant Tourism Economic Development Authority shall consist of the following Seven Members approved by the Durant City Council whom shall reside within the Durant City limits. Terms of the Members shall be four years. However, the terms of the initial members shall be staggered. For purposes of identification, the Member positions shall be numbered one through seven, inclusive as follows: Three (3) members of the Durant Hotel Owners (or their designee). Member One of the Durant Hotel Owners will initially serve a 2-year term, Member Two shall initially serve a 3-year term and Member Three shall serve a 4-year term. If no entity exists that meets the definition of Durant Hotel Owners, the members designated therefrom shall be appointed by the Mayor of the City of Durant, subject to Council approval, and each appointee shall be the owner, operator, or manager of a Hotel or Motel within the city. Member Four shall be a member of the governing body of the City of Durant and will initially serve a 2-year term. Member Five shall be a voting member from the Durant Industrial Authority (appointed by the DIA Chairman) and will serve initially a 3-year term. Member Six shall be a board member of the Durant Chamber of Commerce Board of Directors and will serve a 4-year term. Member 7 shall be the Executive Director of the Chamber of Commerce. The Durant City Manager and a designee from the Choctaw Nation shall be a non-voting member of the DTEDA. The DTEDA will meet on the last Tuesday of each month and shall following the

Oklahoma "Open Meetings/Records Act" and shall follow Roberts Rules of Order. The duties of the Durant Tourism Economic Development Authority in administering the taxes collected under this article are as follows:

- (a) To assume responsibility for, govern, manage, operate, coordinate and/or administer tourism and convention attraction programs, as may become applicable, and all other tourism related organizations and entities, to the extent that they cooperate, and any and all pertinent buildings and structures located on any land that may come under the control of the Durant Tourism Economic Development Authority.
- (b) To coordinate, conduct, administer, manage and operate tourism activities, promotions, events, advertising, conventions and tourism centers, tourism transit, etc..
- (c) To submit to the Durant City Council, annually, a budget of operations for the forthcoming fiscal year for final approval.

Section 8. Creation of fund.

There is hereby established a special fund to be known as the Tourism Fund of the City of Durant and the taxes levied and collected pursuant to this article shall be deposited into the said fund.

The fund created hereunder shall be managed, used, and expended by the Durant Tourism Economic Development Authority, approved, and executed as required for other disbursements by the respective Authority in accordance with applicable laws regarding public trust authorities in Oklahoma.

Section 9. Exemptions.

The following shall be exempt from the tax levied in this article:

- (a) The United States Government or any agency division thereof where the payment will be received by direct billing. An employee of the United States Government or any agency or division thereof who pays the bill and is reimbursed at a later date by the employer, does not qualify for the exemption;
- (b) The State of Oklahoma or any political subdivision thereof where the payment will be received by direct billing. An employee of the State of Oklahoma or any political subdivision thereof who pays the bill and is reimbursed at a later date by the employer, does not qualify for the exemption; and
- (c) Any organization, corporation or association organized and operated exclusively for religious, charitable philanthropic or educational purposes, provided that its primary purpose is not carrying on a trade or business for profit.
- (d) Any permanent resident as defined herein.

Every operator shall document the basis for which exemptions are made pursuant to this section in sufficient detail as to be verified by audit by the Oklahoma Tax Commission.

Section 10. Provisions Cumulative.

The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City Ordinances.

Section 11. Severability.

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

Section 12. Effective Date and No Termination Date.

The provisions of this Ordinance and the collection of the excise tax referenced herein shall become effective on and after the ____ day of _____, 2017, subject to approval by a majority of the qualified electors of the City voting on the same in the manner prescribed by law. The provisions of this Ordinance and the collection of the excise tax referenced herein shall have no stated termination date.

PASSED AND APPROVED this ____ day of January, 2017.

CITY OF DURANT, OKLAHOMA

By: _____

Stewart Hoffman, Mayor

(SEAL)

ATTEST:

Cynthia J. Price, City Clerk

EXHIBIT A

TRUST INDENTURE

CREATING

THE DURANT TOURISM ECONOMIC DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENT:

This Trust Indenture dated as of the 4th day of April, 2017, is created by a vote of the people of Durant, Oklahoma, Bryan County, known as the Trustors of the Durant Tourism Economic Development Authority, who shall be and are hereinafter referred to as Trustees of said Authority, to be known as the Durant Tourism Economic Development Authority.

NOW THEREFORE the Trustor, City of Durant, Oklahoma in Bryan County, in consideration of the payment by the Trustor to the Trustees of the sum of One Dollar: (\$1.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may from time to time assign, convey and distribute as herein provided, authorized and directed, such property as Trustor, or others may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof. The Trustor shall be represented by the duly elected City Council of the City of Durant, Oklahoma, in Bryan County.

TO HAVE AND HOLD such property and the proceeds, rents, profits and increases thereon unto said Trustees and said Trustees successors and assigns, but nevertheless in trust, for the use and benefit of the City of Durant, State of Oklahoma, such City being hereby designated and hereinafter referred to as "Beneficiary", and upon the following trust, terms and conditions here stated.

Article I

Creation of Trust

The undersigned Trustor creates and establishes a Trust for the use and benefit of the Beneficiary for the public purposes hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes, as amended November 1, 2016, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes and laws of the State of Oklahoma.

Article II

Name

The name of this Trust shall be, and the Trustees in their representative fiduciary capacity shall be designated as "The Durant Tourism Economic Development Authority".

Under that name they shall, so far as practicable, conduct all business, and execute all instruments in writing, and otherwise perform their duties and functions in the execution of this Trust. All documents must be signed by all members of the trust.

Article III

Definitions

- (a) "Act" shall mean the Oklahoma Public Trust Act, being Title 60 Oklahoma Statutes, as amended November 1, 2016, Sections 176 to 180.4, as amended and supplemented.
- (b) "Authority" shall mean the Durant Tourism Economic Development Authority created pursuant to this Indenture, and the Trustees thereof, acting on behalf of and in the name of said Authority.
- (c) "Trustees" shall mean the Trustees of the Authority.
- (d) "Beneficiary" shall mean the City of Durant, State of Oklahoma, acting by and through its City Council.
- (e) "Governmental Agency" shall mean the United States of American and the State or any department, division, public corporation, public agency, political subdivision or other public instrumentality of either.
- (f) "Indenture" shall mean this Trust Indenture establishing the Authority, as amended and supplemented from time to time.
- (g) "State" shall mean the State of Oklahoma.
- (h) "By-Laws" shall mean any By-Laws duly adopted by the Authority as the same may be amended from time to time.

The following definitions are defined in the Durant Lodging Tourism Tax Ordinance No. 1822

Durant Hotel Owners: a recognized organization comprised of Hotel and Motel owners and operators from entities within the city limits of Durant, which is duly formed, meets regularly, and is open to all owners and operators.

Economic Development: efforts that seek to improve the economic well-being and quality of life for a community by creating and/or retaining jobs and supporting or growing incomes and the tax base.

Hotel: shall mean any building or buildings, structures, trailer, or other facility in which the public may, for consideration, obtain sleeping accommodations in which three (3) or more rooms are used for the accommodations of such guests whether such rooms are in one (1) or several structures. The terms shall include hotels, apartment hotels, motels, tourists homes, houses or courts, lodging houses, bed and breakfast inns, inns, rooming houses, trailer motels, sleeping rooms not occupied by "permanent residents," and all other facilities where rooms or sleeping accommodations or space are furnished for a consideration. The term shall not include hospitals, sanitariums, nursing homes, assisted living centers, single family homes, duplexes, garage apartments or apartment complexes.

Occupancy: shall mean the use or possession, or the right to the use or possession of any room or rooms in a hotel, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possessions of the room or rooms.

Occupant: shall mean a person, who for a consideration, uses, possesses, or has the right to the use or possession of any room or rooms in a hotel under any lease, concession, permit, right to access, license to use, or any agreement.

Operator: shall mean any person or entity operating or managing a hotel in or from within this city, included, but not limited to, the owner, proprietor, manager, lessee, sublessee, mortgagee in possession, licensee, or any other person or entity otherwise operating such hotel.

Permanent resident: shall mean a single occupant who, during the current term of occupancy, occupies or has the right of occupancy of any room or rooms in a hotel for thirty (30) consecutive or more days.

Rent: shall mean the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash credits, and property or services of any kind or nature, and also any amount for which credit is allowed by the operator to the occupant, without any deduction therefrom whatsoever.

Return: shall mean any return filed or required to be filed as herein provided.

Room: shall mean any room or rooms of any kind in any part or portion of a hotel which is available for or let out for use or possessed for any purpose other than a place of assembly. As used herein, "Place of Assembly" means a room or space which is not capable of being occupied for lodging purposes and which is used for educational, recreational or amusement purposes and shall include: dance halls; cabarets, night clubs, restaurants; any room or space for public or private banquets, feast, social, card parties or weddings; lodge and meeting hall rooms, skating rinks; gymnasiums; swimming pools; billiard, bowling and table tennis rooms; hall or rooms used for public or private catering purposes; funeral parlors; markets; recreational rooms; concert halls; broadcasting studios; and all other places of similar type of occupancy.

Tax: shall mean the tax levied pursuant to this article.

Tourism: shall mean the business of providing information, accommodations, transportation, and other services to tourist.

Tourist: shall mean a person who travels for pleasure, usually for a sightseeing and/or business and staying in hotels

Article IV

Purposes of Trust

The Purposes of this Trust are:

- (1) To assist the Beneficiary, the State of Oklahoma, its Governmental Agencies, and private entities, agencies and citizens in making the most efficient use of all of their tourism economic development resources and powers in accord with the needs and benefit of the Beneficiary in order to lessen the burdens on government and to stimulate tourism economic development growth; to promote the economic well-being of the Beneficiary by improving available resources, increasing meaningful jobs opportunities, promoting entrepreneurship and capital investment, while maintain the Beneficiary's quality of life; to inventory the services, facilities and resources of the entire Beneficiary; to promote, stimulate, encourage the growth and tourism economic development of commerce, recreation, education and industry of the Beneficiary as a whole, all in order to achieve maximum utilization of the Beneficiary's human, economic, recreational, natural resources and tourist attractions; to foster and promote an tourism economic development climate and the payroll of the Beneficiary and to otherwise promote its general economic welfare and prosperity, while intending to promote any of the foregoing and, without restriction, in furtherance of the foregoing general objectives, the following specific powers or purposes, to-wit:
 - (a) To promote and develop projects and services pertaining to the furtherance of educational opportunities at all levels and all programs related to tourism economic development.
- (2) To perform on behalf of the Beneficiary the functions and powers as authorized by economic and tourism development statutes.
- (3) To provide funds for the cost of leasing, remodeling, storing, operating, and administering any or all aforesaid; all properties as needed for physical office space if required.
- (4) To receive all funds from the Beneficiary and the tourism tax to be collected under this ordinance, and to expend all funds coming into the trust as revenue, or otherwise.

- (5) To prepare and implement regulatory and administrative measures in support of the activities of the Trust such as by-laws, rules and regulations pertaining to the various Trust programs and to establish committees composed of members who may or may not be Trustees to make studies, administer programs, render reports and for any other purpose that the Trustees may from time to time determine.

Article V

Duration of Trust

This Trust shall have duration for the term of duration of the Beneficiary and until such time as its purposes shall have been fully fulfilled or until it shall be terminated as hereinafter provided.

Article VI

The Trust Estate

The Trust Estate shall consist of:

- (1) The funds and property presently in the hands of the Trustees or to be acquired through the collection of the tourism tax and otherwise by Trustees and dedicated by the Trustor, the Beneficiary to be used for trust purposes.
- (2) Any and all fee simple, leasehold rights and any other interests in real property demised to the Trustees by the Beneficiary, and others as authorized and empowered by law.
- (3) Any and all money, property (real, personal or mixed), rights, choses in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value coming into the hands of the Trustee under the Trust Indenture.
- (4) Cash in the sum of \$1.00 paid to the Trustee, receipt of which is hereby acknowledged by the Trustee.

Article VII

The Trustees

- (1) The Trustees of this Trust, the Durant Tourism Economic Development Authority, a public trust, created by Trust Indenture, created by a vote of the people of Durant, Oklahoma, in Bryan County, on the 4th day of April, 2017 as amended, wherein such Trust Indenture the City of Durant, Oklahoma, is designated as Beneficiary; Terms of the Members shall be four

years and members shall reside within the Durant City limits. However, the terms of the initial members shall be staggered. For purposes of identification, the Member positions shall be numbered one through seven, inclusive as follows: Three (3) members of the Durant Hotel Owners (or their designee). Member One of the Durant Hotel Owners will initially serve a 2-year term, Member Two shall initially serve a 3-year term and Member Three shall serve a 4-year term. If no entity exists that meets the definition of Durant Hotel Owners, the members designated therefrom shall be appointed by the Mayor of the City of Durant, subject to Council approval, and each appointee shall be the owner, operator, or manager of a Hotel or Motel within the city. Member Four shall be a member of the governing body of the City of Durant will initially serve a 2-year term. Member Five shall be a voting member from the Durant Industrial Authority (appointed by the DIA Chairman) and will serve initially a 3-year term. Member Six shall be a board member of the Durant Chamber of Commerce Board of Directors and will serve a 4-year term. Member 7 shall be the Executive Director of the Chamber of Commerce. The Durant City Manager and a designee from the Choctaw Nation shall be a non-voting member of the DTEDA. Upon expiration of any initial successor Trustee's term of office, a successor Trustee shall be appointed in the manner hereinbefore provided. Upon the occurrence of a vacancy in the office of Trustee, a successor Trustee to serve for the remainder of the unexpired term of office shall be appointed in the manner hereinbefore provided. All appointments of successor Trustees shall be confirmed by majority vote by the members of the governing body of the City of Durant, Oklahoma in Bryan County, the Beneficiary. Each successor in office shall without any further act, deed or conveyance, automatically becomes a Trustee of this Trust and Becomes fully vested with all the estate, properties, rights, powers, duties and obligations of his predecessor hereunder with like effect as if originally named as a Trustee herein. Nothing herein shall be construed as preventing a member or members of the governing body of the City of Durant, Oklahoma from being appointed or serving as a Trustee in the manner herein provided.

- (2) The Trustees shall elect the person who shall serve as Chair of the Trustees. The person who shall be the Chair of the Trustees shall preside at all meetings and perform other duties designated by the Trustees and shall serve until a successor be duly elected and qualified. The Trustees shall designate the time and place of all regular meetings. All actions by the Trustees pursuant to the provisions of this Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Indenture; provided, if a greater affirmative percentage vote is required by law, such legally required greater affirmative percentage vote shall be required for vote on that particular matter in order that the laws of the State of Oklahoma may be fully complied with in all respects. The Trustees shall elect one of their members who shall serve as the Vice Chair, and who shall act in the place of the Chair during the latter's absence or incapacity to act and such person shall serve until the Chair's successor be duly elected and qualified.
- (3) The Trustees shall elect the person who shall serve as Secretary of the Trustees, and the Trustees may select one or more Assistant Secretaries of the Trustees, all of whom may or may not be Trustees of the Authority. The Secretary (and in his/her absence, an Assistant

Secretary) shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, all such minutes, books and records to be on file in the office of the Trust. All meetings of the Trustees shall be open to the public, and conducted in conformity with the provisions of the Oklahoma law related to open meetings, and considered as public records and available for inspection at all times by any interested party in conformity with applicable provisions of the Oklahoma Open Records Act.

- (4) The Trustees shall select the person who shall serve as Treasurer of the Trustees and the Trustees may select one or more Assistant Treasurers of the Trustees, all of whom may or may not be Trustees of the Authority.
- (5) The Trustees may appoint a General Manager and/or Executive Director, upon funding availability, for the Trust Estate, and the Trustees may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may fix their duties, terms of employment and compensation from the Trust Estate. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder. In the event a General Manager and/or Executive Director for the Trust Estate is appointed by the Trustees, the said General Manager and/or Executive Director shall administer the business of the Trust Estate as directed from time to time by the Trustees. The General Manager and/or Executive Director may not be a Trustee.
- (6) The Trustees, the State, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of such Trust or in the operations of the Trust Estate; but any act or liability for any omission or obligation of the Trustees in the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

The acceptance of the office of Trustee of this Trust shall not constitute the Trustees hereunder, Temporary or permanent or both, to be in partnership or association. Each shall be an individual and wholly independent Trustee only.

- (7) The Trust shall cause to be prepared annually at the close of each fiscal year of the Trust, an audit of the funds, financial affairs and transactions of the Trust, including but not limited to all fees, salaries and expenditures in exact amounts and listing to whom paid. Such audit is to be certified with an unqualified opinion of an independent, certified public accountant. A copy of such annual audit shall be filed within the time period and in conformity with the provisions of Oklahoma law related thereto. Unless hereafter changed by resolution of the Trustees, the fiscal year of the Trust shall be identical with the fiscal year of the Beneficiary. The cost of the foregoing audits shall be paid from the Trust Estate.
- (8) Every person becoming a Trustee first shall take the oath of office required of an elected public officer. The oath of office shall be administered by any person authorized to

administer oaths in the State, and shall be filed with the proper authorities and in the manner prescribed by the Act (and/or as otherwise prescribed by the laws of the State of Oklahoma). Every non-Trustee officer and/or employee who handles funds of the Trust shall furnish a good and sufficient fidelity bond in an amount and with surety as may be specified by law and as specified and approved by the Trustees may, but shall not be obligated to, obtain bonds relating to the performance of their duties as Trustees. Such bonds shall be in a surety company authorized to transact surety business in the State of Oklahoma and the cost thereof shall be paid from funds of the Trust.

Article VIII

Powers and Duties of the Trustees

To accomplish the purposes of the Trust, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them otherwise by law or in other parts of this Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all to be exercised on behalf of, and in the name of the Authority:

- (1) To sue and be sued;
- (2) To have a seal and alter same at pleasure;
- (3) To make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions hereunder;
- (4) To make and alter by-laws for its organization and internal management as provided herein;
- (5) To make and alter Rules and Regulations pertaining to other program developed by the Authority;
- (6) To enter into any agreements with or participate in any programs of the Beneficiary, the State of Oklahoma, or other States or subdivisions thereof, or any agency or instrumentality thereof, the United States of America or any agency or instrumentality thereof;
- (7) To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue furnishing of services and facilities to, and foreclose on any collateral of, any person, firm, corporation, or public instrumentality, delinquent in the payment of any indebtedness to the Trust; to purchase and sell such supplies, goods and commodities as are incident to the operation of its properties;
- (8) To contract for services with firms or persons or other units and entities of government or private entities or agencies to carry out the purposes of the Trust; to apply for, contract for, receive and expend for its purposes, funds or grants from any governmental or non-governmental agency or entity, the Beneficiary, other States, the Federal Government or any agency or department thereof, from any other source;

- (9) To receive funds, money, property, collateral, services, rights, and choses in action from any source to finance the programs and operations of the Trust; to receive grants, gifts, contributions and donations to carry out the purposes for which the Trust is formed; to receive and accept from any Federal, State or private agencies or entities grants for or in aid of the construction of any facility or system and to receive and accept aid or contributions of money, labor or any other valuable things from any source;
- (10) To acquire, lease, own, maintain, and/or administer any and all property, both real and personal, necessary for the purposes set forth herein; and to relinquish or dispose of such properties owned or controlled by the Trust but no longer necessary for Trust purposes;
- (11) To sell any other personal property acquired by the Authority at public or private sale and at such price or prices as it shall determine;
- (12) To procure insurance against any type of loss in such amounts, and from such insurers, as it may deem necessary or desirable;
- (13) To do any and all things necessary or convenient to carry out its purposes and exercise the powers given and granted herein, and to do all other acts in their judgment necessary or desirable, for the proper and advantageous management, investment and distribution of the Trust Estate and income therefrom;
- (14) To exercise exclusive management and control of the properties of the Trust Estate;
- (15) To contract for the furnishing of any services or the performance of any duties that they may deem necessary or proper, and pay for the same as they see fit;
- (16) To select depositories for the funds and securities of this Trust;
- (17) To do each and all things necessary to implement the purposes of this Trust as set out herein, and to that end Article IV "Purposes of Trust" is incorporated in its entirety under this "Powers" Article for the purpose of insuring that all appropriate power is granted to the Trustees to accomplish the purposes hereof without inhibition.

Article IX

Supervisory Control

The Trust created hereby and the Trustees appointed hereunder are subject to such supervision and control as may be determined from time to time by the Legislature of the State or by regulations that may be issued by departments or agencies of the United States of America.

Article X
Beneficiary of Trust

- (1) The Beneficiary of this Trust shall be the City of Durant, State of Oklahoma under and pursuant to Title 60, Oklahoma Statutes, as amended November 1, 2016, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State presently in force and effect.
- (2) The Beneficiary shall have no legal title, claim or right to the Trust Estate, its income, or to any part thereof or to demand or require any partition of distribution thereof. Neither shall the Beneficiary have any authority, power or right whatsoever, to do or transact any business for, or on behalf of or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the trust Estate or any part thereof except as herein provided. The Beneficiary shall be entitled solely to the benefits of this Trust as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate.

Article XI
Adoption and Amendment of By-Laws;
Amendment and Termination of Trust

This Trust Indenture may be amended by an affirmative vote of the citizens of Durant, Oklahoma in Bryan County, at an election called by the Durant City Council.

This Trust shall terminate—

- (1) When the purposes set out in Article IV of this instrument shall have been fully executed; or
- (2) In the manner provided by Oklahoma law. Provided, however, that this Trust shall not be terminated by voluntary action while there is outstanding indebtedness or fixed term obligations of the trustees, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payments of all debts, expenses and obligations out of the monies and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the trust Estate to the beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

Article XII

The Trustees will sign and accept, upon the affirmative vote called by the Durant City Council on 4th day of April, 2017, the Trust herein created and provided for, and agree to carry out the provisions of this Trust Indenture on their part to be performed.

IN WITNESS WHEREFORE, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.



The City of Durant

Office of City Clerk

Memorandum

Date: 1/23/2017
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Approval of Resolution No. 2017-02 Authorizing the Calling and Holding of an Election in the City of Durant, Oklahoma, on the 4th Day of April, 2017, for the Purpose of Submitting to the Qualified Electors of the City of Durant, Oklahoma, the Question of Their Approval or Rejection of Ordinance No. 1822 Levying a Five Percent (5%) Tax upon the Gross Proceeds or Gross Receipts Derived from Occupancy of a Room or Rooms in this City; Providing that the Revenues from Such Tax to be Used for Enhancing and Promoting Tourism and Economic Development

Council Information / Action Requested

Approve Resolution No. 2017-02 Authorizing the Calling and Holding of an Election in the City of Durant, Oklahoma, on the 4th Day of April, 2017, for the Purpose of Submitting to the Qualified Electors of the City of Durant, Oklahoma, the Question of Their Approval or Rejection of Ordinance No. 1822 Levying a Five Percent (5%) Tax upon the Gross Proceeds or Gross Receipts Derived from Occupancy of a Room or Rooms in this City; Providing that the Revenues from Such Tax to be Used for Enhancing and Promoting Tourism and Economic Development

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution No 2017-02	Exhibit	1/23/2017

RESOLUTION NO. 2017-02

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF DURANT, OKLAHOMA, ON THE 4th DAY OF APRIL, 2017, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF DURANT, OKLAHOMA, THE QUESTION OF THEIR APPROVAL OR REJECTION OF ORDINANCE NO. 1822 LEVYING A FIVE PERCENT (5%) TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM OCCUPANCY OF A ROOM OR ROOMS IN THIS CITY; PROVIDING THAT THE REVENUES FROM SUCH TAX TO BE USED FOR ENHANCING AND PROMOTING TOURISM AND ECONOMIC DEVELOPMENT.

WHEREAS, the City Council of the City of Durant, Oklahoma, on the 26th day of January, 2017, enacted Ordinance No. 1822, levying a five percent (5%) city excise tax upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in this City; providing that the revenues from such tax shall be used for enhancing and promoting tourism and economic development; providing effective date; providing for administration and collection of such tax; providing the provisions are cumulative; and providing for severability.

WHEREAS, under the provisions of Oklahoma law, the Mayor of the City was authorized and did call an election to be held on the 4th day of April, 2017, for the purpose of submitting to the electors for approval or rejection of the proposition as heretofore described.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA:

Section 1: The Mayor of the City of Durant, Oklahoma, is hereby authorized and directed to call and election to be held in the City of Durant, Oklahoma, on the 4th day of April, 2017, for the purpose of submitting to the qualified electors of the City of Durant, Oklahoma, for their approval or rejection, the following proposition:

PROPOSITION 1

(City of Durant 5% Tourism and Economic Development Tax)

Shall Ordinance No. 1822 be approved by the City Council of the City of Durant, Oklahoma, which levies and assesses a five percent (5%) city excise tax upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in this city; providing that the revenues from such tax shall be used for enhancing and promoting tourism and economic development; providing for administration and collection of such tax; providing the provisions are cumulative, providing for severability; and providing that such tax shall be effective on the ____ day of _____, 2017; be approved?

Section 2: That the call for such election shall be by proclamation signed by the Mayor and attested by the City Clerk setting forth the proposition to be voted upon and the hours of opening and closing of the polls. The ballots for said election shall set forth the proposition substantially as set out in Section 1 hereof, and the returns of such election shall be made to and canvassed by the Bryan County Election Board.

PASSED AND APPROVED this 26th day of January, 2017, by a majority vote of the members of the Durant City Council.

CITY OF DURANT

By: _____
STEWART HOFFMAN, Mayor

ATTEST: (Seal)

CYNTHIA J. PRICE, City Clerk

I, the undersigned City Clerk of the City of Durant, Oklahoma, hereby certify that the above and foregoing is a true, correct and complete copy of the resolution of said city duly adopted by the governing body of said city at a meeting held on the date therein stated as the same appears in the minutes of said meeting on file in my office as a part of the official record thereof.

CYNTHIA J. PRICE, City Clerk
City of Durant, Oklahoma

ELECTION PROCLAMATION

Pursuant to a Resolution duly adopted by the governing body of the City of Durant, Oklahoma, the undersigned Mayor of said City hereby calls an election to be held in said City on the 4th day of April, 2017, for the purpose of submitting to all of the registered qualified electors residing within said City the following proposition:

PROPOSITION 1 (City of Durant 5% Tourism Tax)

Shall Ordinance No. 1822, approved by the City Council of the City of Durant, Oklahoma, which levies and assesses a FIVE percent (5%) city excise tax upon the gross proceeds or gross receipts derived from all rent for every occupancy of a room or rooms in a hotel in this city; providing that the revenues from such tax shall be used for enhancing and promoting tourism development; providing for administration and collection of said such tax; providing the provisions are cumulative; providing for severability; and providing that such tax shall be effective on July 1, 2017, be approved?

/_____/ Yes - For the above Proposition

/_____/ No - Against the above Proposition

The polls shall be open at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m. on said day.

All registered qualified electors residing within the corporate limits of said City, shall be entitled to vote on the foregoing proposition at said election.

DATED AND ISSUED this 26th day of January, 2017.

CITY OF DURANT, OKLAHOMA

STEWART HOFFMAN, MAYOR

(Seal)

ATTEST:

CYNTHIA PRICE, CITY CLERK