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

5:00 PM | **Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma** | **August 17, 2016**

SPECIAL AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Memorandum of Understanding (C-2016-61) between the City of Durant and Sunstar, LLC
2. Consider Approval of Agreement Between Durant Historical Society and City of Durant FY 2016-2017 (C-2016-64)
3. Consider Approval of Contract Extension Agreement for City of Durant and Durant Area Chamber of Commerce (C-2015-27)
4. Consider Approval of Contract Extension with City of Durant and Lake Ranger (C-2001-07.01)
5. Consider Approval of Ordinance 1793 Amending Chapter 31, Section 31.01(A) and (B)(1) and (B)(2) and (C) of the Durant City Code, Restating Duties of City Clerk
6. Consider Approval of Memorandum of Agreement City of Durant and Commercial Metals Company (C-2016-71)
7. **Executive Session**
   a. Consider Executive Session to Discuss Status of Negotiations With Local 3061 International Association of Firefighters Union for FY 2016-17 (This Executive Session Authorized by Title 25, Section B (2) of the Oklahoma State Statutes)
   b. Consider Action Pursuant to 8(a) Above
   c. Consider Executive Session to Discuss Hiring of City Manager (This Executive Session Authorized by Title 25, Section B(1) of the Oklahoma State Statutes)

d. Consider Action Pursuant to 8(c) Above

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 9th day of August, 2016 and that an agenda of said meeting was posted at the place of such meeting at 9:00 a.m. on the 16th day of August, 2016.

_____

Cynthia J. Price, City of Durant

Agenda Item: 1.

The City of Durant

Office of Community Development

Memorandum

Date:	8/11/2016
To:	Mayor and City Council
From:	Marty Cook
Re:	Memorandum of Understanding (C-2016-61) between the City of Durant and Sunstar, LLC

This agreement between the City of Durant and Sunstar, LLC is intended help facilitate drainage solutions for the Heritage Crossing Subdivision off of Larkspur Lane.

Sunstar, LLC will be installing drainage infrastructure for Heritage Crossing I in lieu of Sewer Tap fees and Building Permit fees associated with their construction process.

Council Information / Action Requested

Approve or Deny Memorandum of Understanding C-2016-61

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

City Clerk to Obtain Signatures
City Clerk to File Contract per Requirements

ATTACHMENTS:

Description	Type	Upload Date
MOU Heritage I	Cover Memo	8/14/2016
MOU Heritage I map	Cover Memo	8/11/2016

C-2016-61
MEMORANDUM OF UNDERSTANDING

BETWEEN SUNSTAR, LLC
AND
THE CITY OF DURANT

Sunstar, LLC and the City of Durant agree as follows:

Purpose of Memorandum of Understanding

There is a known history of offsite runoff flowing between homes at the existing Heritage Crossing Phase I subdivision. The offsite runoff has also caused streets to flood during rain events. To help alleviate this issue, the Sunstar, LLC has agreed to help construct drainage structures to divert water around the subdivision. Drainage structures will be installed to carry a portion of the offsite runoff east and west around the Heritage Crossing subdivision and then south to Chuckwa Creek. By diverting the water around the site the offsite water will not run through the properties and site flooding streets.

Roles and Responsibilities

Whereas Sunstar, LLC will construct a drainage channel along the north side of Heritage Crossing Phase II at their own expense. The channel will be, no less than, 14' wide lined bottom & sized to carry the 100 year storm event to the west and east accordingly. The only drainage infrastructure included in the agreement for trade are the proposed drainage structure on west side of Larkspur Lane and the proposed concrete channel on the east side of the Heritage I subdivision.

Whereas Sunstar, LLC will install a drainage structure (channel or pipe) on the west side of Larkspur that will flow south. Drainage structure type is dependent on if easement is acquired on along the west side of Larkspur Ln. If the city acquires the easement, a 14' wide channel with 3:1 side slopes will be

constructed to carry the 100 year storm event. If City is unable to acquire the required easement, a pipe not larger than 48" pipe may be installed to carry 50 year event. In any storm event larger than 50 year event water will bypass and sheet flow down Larkspur Ln. Larkspur may see increased runoff and possible flooding in larger events. And on the East side of Heritage I, in the Utility Easement a 14' wide channel with 3:1 side slopes channel will be constructed to convey 100 year storm event. A presumptive estimate of work the developer is willing to do to fix drainage issues specifically for Heritage Crossing I is estimated to cost developer approximately $247,060. This total cost shall be the maximum limit of our agreement. Any lesser cost would be discovered by the presentation of receipts, and become the maximum limit.

A breakdown of cost items is listed below:

Install 3200+/- LF of curb and gutter to east and west side of Larkspur Ln.

Install 1600+/- LF of 48" pipe.

Install 1 inlet.

Install erosion protection at pipe ends.

Dirt work on Larkspur

Install 1100+/- LF of drainage flume east side of Heritage Phase I

Whereas the City of Durant agrees to give contractor credit for 68 sewer taps at no charge ($1,112.25 each = $75, 667) and 68 building permits at no charge, not including the required state fee per permit, ($1,346 each = $91,528) as partial payment for improvements provided by the contractor and any remaining balance shall be given to contractor as credit specifically for future building permits, not including the required state fees, and/or future water and/or sewer tap fees, not including actual

equipment cost, for properties developed within the City of Durant. Any discovery of lesser costs for the actual installation of the agreed upon drainage shall be the new total and only those amounts would be forgiven in with the city fees. And that this agreement will expire 5 years after the signing of this memorandum.

Whereas the City of Durant will effort to obtain 40' easement from property to west to install drainage structure.

Whereas the City of Durant will notify property owners on east side of Heritage Phase I, obtain access, and appropriate easements to install minimum 10' bottom ditch with 3:1 side slopes to convey 100 year storm event water runoff. Contractor shall clean site of debris and sod area upon completion. Contractor is not responsible to reinstalling or replacing any fences or structures within the easement to construct channel.

Whereas the City of Durant understands that installing storm channels to divert a portion of the offsite runoff that currently flows toward the East subdivision, the storm water flow to the West will be increased. The City of Durant understands this change of the flow patterns and agrees to waive storm retention requirements for the site in lieu of the controlled channelizing of stormwater runoff. By channelizing and diverting the water around Heritage Crossing, there will be less water volume running through the streets and less likely for streets to flood. The water volumes and potential for flooding is diverted from the center homes of the subdivision and its streets, to Larkspur Ln. and to the east side of Heritage Crossing I.

Whereas construction activity by Sunstar, LLC does not include routine maintenance to maintain ditches or storm structures, hydraulic capacities, or original purpose of the facilities after construction and acceptance by the city.

Whereas the City of Durant will be responsible for all engineering fees to fix drainage issues and a credit for redesign fees for Heritage Crossing Phase II as per previously agreed upon. All improvements constructed by Sunstar, LLC. pursuant to this agreement shall be in accordance with plans and specifications approved by the city's engineer, and all improvements listed in this agreement shall be completed and accepted by the city prior to the issuance of any building permits for the Heritage Crossing II subdivision.

In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the parties hereto agree to the following terms and understandings:

Each party shall fully defend, indemnify, and hold harmless the other party from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, that are related to the Improvements and arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the indemnifying party, its officers, owners, personnel, employees, grants, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expense.

WHEREFORE, we have set our hand and seal the day and year indicated with our signatures.

Approved this date by the Sunstar, LLC

_____, 2016

SUNSTAR, LLC

By: _____
Buddy Holder, Co-Manager

Approved this date by the Sunstar, LLC

_____, 2016

SUNSTAR, LLC

By: _____
Jay Mauck, Co-Manager

Approved this date by the Sunstar, LLC

_____, 2016

SUNSTAR, LLC

By: _____
Terry Holder, Co-Manager

Approved this date by the Sunstar, LLC

_____, 2016

SUNSTAR, LLC

By: _____
Preston Holder, Co-Manager

Approved this date by the City

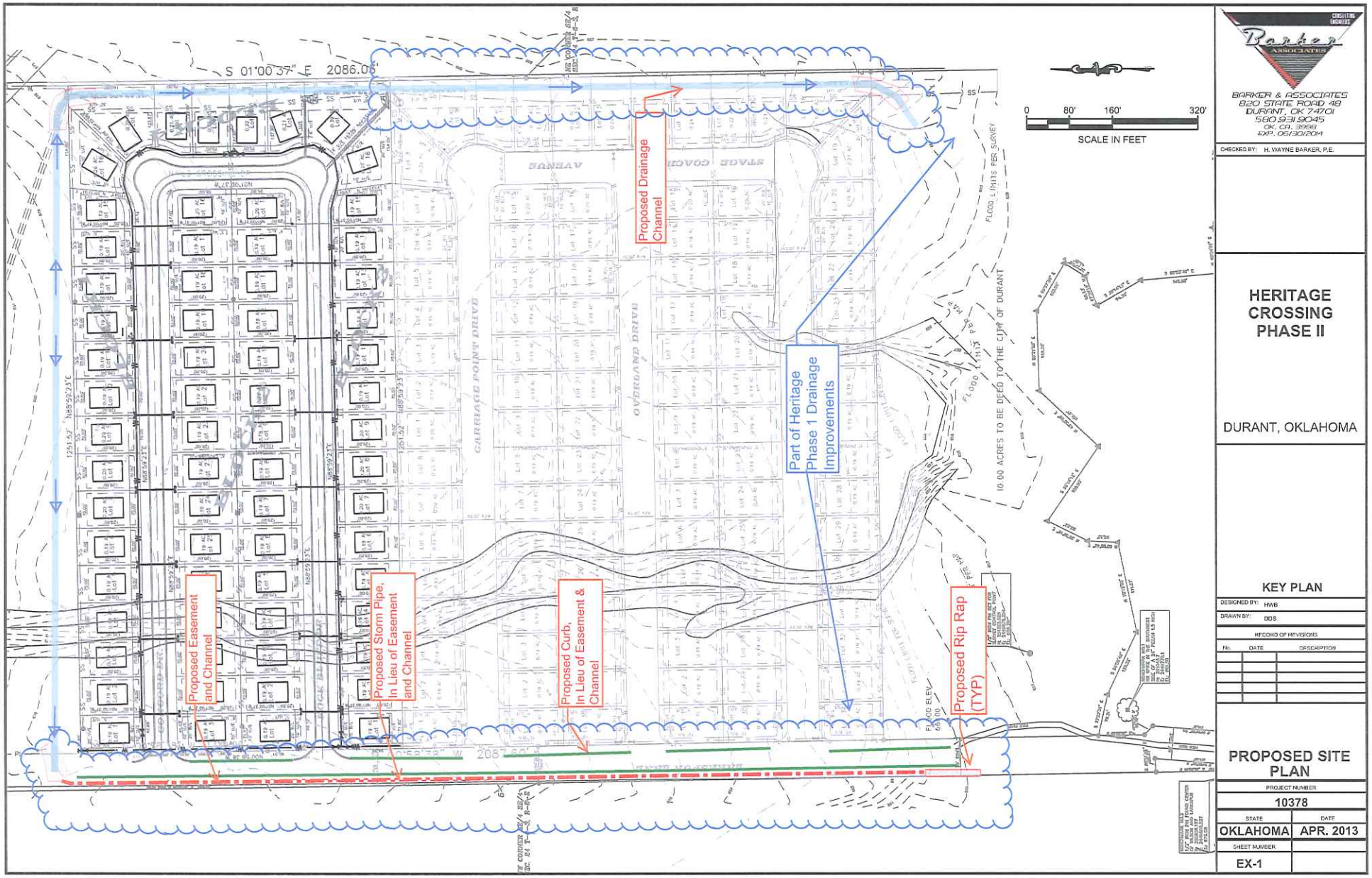
CITY OF DURANT

_____, 2016

By:_____
Stewart Hoffman, Mayor

Attest:

_____
Cynthia J. Price, City Clerk



BARKER & ASSOCIATES
820 STATE ROAD 48
DURANT, OK 74701
580.931.9045
OK. CA. 3998
EXP. 06/30/2014

CHECKED BY: H. WAYNE BARKER, P.E.

HERITAGE CROSSING PHASE II

DURANT, OKLAHOMA

KEY PLAN

DESIGNED BY: HWB
DRAWN BY: DDS

RECORD OF REVISIONS

No.	DATE	DESCRIPTION

PROPOSED SITE PLAN

PROJECT NUMBER
10378

STATE	DATE
OKLAHOMA	APR. 2013

SHEET NUMBER
EX-1

Agenda Item: 2.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/15/2016
To:	Mayor and City Council
From:	Donnalla Miller, Acting City Manager
Re:	Consider Approval of Agreement Between Durant Historical Society and City of Durant FY 2016-2017 (C-2016-64)

Council Information / Action Requested

City Clerk - Obtain required signature and place contract of record.

City Clerk - Notify Accounts Payable

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

ATTACHMENTS:

Description	Type	Upload Date
Agreement - Durant Historical Society and City of Durant FY 2016-2017 (C-2016-64)	Exhibit	8/15/2016

Contract No. C-2016-64

Agreement

Durant Historical Society
and
City of Durant
FY 2016-2017

WHEREAS, the City of Durant desires to contract with the Durant Historical Society to operate a museum to exhibit artifacts and enhance local cultural displays for the enjoyment of the citizens of our community.

NOW THEREFORE, the City of Durant and the Durant Historical Society do hereby agree as follows:

I. The Durant Historical Society agrees to operate a museum which shall be open at least 5 days a week inside the city limits of Durant for display of historical items and artifacts of the City of Durant and the Bryan County area.

2. The Durant Historical Society agrees to provide sufficient staffing to maintain the museum and public displays as stated in Item #1 above.

3. The City of Durant agrees to pay the Durant Historical Society $8,500 which shall be paid in four quarterly payments to the Society as a partial reimbursement for its expenses in operating the museum for the cultural betterment and historical preservation of historical artifacts of our community.

4. As a result of receiving municipal funding, Durant Historical Society agrees and understands that it must follow the Open Meeting Act (25 0.S.§304, Public Body).

5. This agreement shall become effective on the _____ day of _____, 2016.

Approved by the Durant Historical Society and the Durant City Council on the ___ day of _____, 2016.

Durant Historical Society

_____
DHS President Date

_____
DHS Secretary Date

City of Durant

_____
Stewart Hoffman, Mayor Date

_____
Cynthia J. Price, City Clerk Date

The City of Durant

Office of City Clerk

Memorandum

Date:	8/15/2016
To:	Mayor and City Council
From:	Jacque Wilson, Projects Manager
Re:	Consider Approval of Contract Extension Agreement for City of Durant and Durant Area Chamber of Commerce (C-2015-27)

Council Information / Action Requested

Approval of Contract Extension Agreement for City of Durant and Durant Area Chamber of Commerce (C-2015-27)

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

City Clerk - Obtain required signatures and place contract of record.

ATTACHMENTS:

Description	Type	Upload Date
Contract Extension Agreement for Durant Area Chamber of Commerce (C-2015-27)	Exhibit	8/15/2016

CONTRACT EXTENSION AGREEMENT

This CONTRACT EXTENSION AGREEMENT ("Extension") is dated as of June 30, 2016 (the "Effective Date"), by and between the City of Durant, located at 300 West Evergreen, Durant, Oklahoma 74701 ("City"), and the Durant Area Chamber of Commerce, located at 215 Fourth Avenue N, Durant, Oklahoma 74701 ("Chamber of Commerce"), (collectively, the "Parties").

WHEREAS, the Parties entered into an agreement on June 9, 2015 (the "Original Contract").

WHEREAS, the Parties hereby agree to extend the term of the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each of the City and Chamber of Commerce mutually covenant and agree as follows:

- The Original Contract, which is attached hereto as a part of this Extension, will end on June 30, 2016.
- The parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on September 30, 2016.
- This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

City of Durant	Durant Area Chamber of Commerce
_____	_____
Stewart Hoffman Mayor, City of Durant	Burt Davison Chamber of Commerce, President
Attest:	
_____	_____
Cynthia J. Price, City Clerk	Janet Reed, Executive Director

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF BRYAN)

Now on this ____ day of _____, 2016, before me, a Notary Public in and for said County and State, personally appeared Stewart Hoffman, to me known to be the identical person who subscribed the name of the City of Durant, Oklahoma, a municipal corporation, as maker thereof to the foregoing instrument as its Mayor and acknowledged that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

_____
Notary Public

My Commission Expires:_____
My Commission No: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF BRYAN)

The above and foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, on this _____ day of _____, 2016, by Burt Davison, as President of the Durant Area Chamber of Commerce.

_____
Notary Public

My Commission Expires:_____
My Commission No: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF BRYAN)

The above and foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, on this _____ day of _____, 2016, by Janet Reed, Executive Director of the Durant Area Chamber of Commerce.

_____
Notary Public

My Commission Expires:_____
My Commission No: _____

Agreement

Durant Area Chamber of Commerce
and
City of Durant

FY 2015-16

WHEREAS, the City of Durant desires to contract with the Durant Area Chamber of Commerce (Chamber) to operate a tourism promotion program for visitors touring our City and to provide an information and referral service for new residents as well as all citizens of our City.

NOW THEREFORE, the City of Durant and the Chamber do hereby agree as follows:

1. The Chamber agrees to operate an office which shall be open at least 5 days a week inside the city limits of Durant to provide tourism promotion services as well as information and referral services to visitors and residents of Durant.

2. The Chamber agrees to provide sufficient staffing to maintain the office as stated in Paragraph #1 above.

3. The City of Durant agrees to pay the Chamber $5,000 which shall be paid in four quarterly payments to the Chamber as a partial reimbursement for its expenses in operating the office to provide tourism promotion and information and referral services to visitors and residents of the City of Durant.

4. To promote economic growth for the City of Durant.

5. As a result of receiving municipal funding, the Chamber agrees and understands that it must follow the Open Meeting Act (25 O.S. §304, Public Body).

6. This agreement shall become effective on the 1st day of July, 2015.

Approved by the Chamber and the Durant City Council on the date set forth beside each signature.

DURANT AREA CHAMBER OF COMMERCE

6/9/2015
Chamber of Commerce President — Date

Janet Reed
Janet Reed, Exec. Director — 6/9/2015 Date

CITY OF DURANT

6/9/2015
Stewart Hoffman, Mayor — Date

Cynthia J. Price — 6/9/2015
Cynthia J. Price, City Clerk — Date

CITY OF DURANT OFFICIAL SEAL STATE OF OKLAHOMA

Agenda Item: 4.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/15/2016
To:	Mayor and City Council
From:	Donnalla Miller, Acting City Manager
Re:	Consider Approval of Contract Extension with City of Durant and Lake Ranger (C-2001-07.01)

Council Information / Action Requested

Approval of Contract Extension with City of Durant and Lake Ranger (C-2001-07.01)

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

ATTACHMENTS:

Description	Type	Upload Date
Contract Extension with City of Durant and Lake Ranger (C-2001-07.01)	Exhibit	8/15/2016

CONTRACT EXTENSION AGREEMENT

This CONTRACT EXTENSION AGREEMENT ("Extension") is dated as of June 30, 2016 (the "Effective Date"), by and between the City of Durant, located at 300 West Evergreen, Durant, Oklahoma 74701 ("City"), and Mike Ward, located at 541 Silver Valley Road, Durant, Oklahoma 74701 ("Lake Ranger"), (collectively, the "Parties").

WHEREAS, the Parties entered into an agreement on July 10, 2001 (the "Original Contract").

WHEREAS, the Parties hereby agree to extend the term of the Original Contract in accordance with the terms of the Original Contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each of the City and Lake Ranger mutually covenant and agree as follows:

- The Original Contract, which is attached hereto as a part of this Extension, will end on June 30, 2016.
- The parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on September 30, 2016.
- This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

City of Durant

_____ _____

Stewart Hoffman
Mayor, City of Durant

Mike Ward

Attest:

_____

Cynthia J. Price, City Clerk

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) SS
COUNTY OF BRYAN)

Now on this ____ day of _____, 2016, before me, a Notary Public in and for said County and State, personally appeared Stewart Hoffman, to me known to be the identical person who subscribed the name of the City of Durant, Oklahoma, a municipal corporation, as maker thereof to the foregoing instrument as its Mayor and acknowledged that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

_____
Notary Public

My Commission Expires:_____

My Commission No: _____

STATE OF OKLAHOMA)
) SS
COUNTY OF BRYAN)

The above and foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, on this _____ day of _____, 2016, by Mike Ward.

_____
Notary Public

My Commission Expires:_____

My Commission No: _____

405-031

STATE OF OKLAHOMA)
) SS: AGREEMENT
COUNTY OF BRYAN)

This agreement entered into this 10th day of July, 2001, by and between the City of Durant, hereinafter called "Owner" and Mike Ward, hereinafter called "Lake Ranger", WITNESSETH:

Whereas, Owner owns and operates the Lake Access Area of Lake Durant, the City reservoir and surrounding property, on behalf of the City of Durant; and

Whereas, it is in the best interest of the City of Durant that said lake and lake property be operated in such a manner as to provide services to those persons desiring to use the lake access facilities, as well as providing adequate lake access area maintenance and services; and

Whereas, the Lake Ranger purports to possess the expertise necessary to achieve the goals of the City in the operation of said Lake Durant Access Area; and

Whereas, the Owner designates Mike Ward as Lake Ranger.

Now, therefore, the parties hereto agree as follows:

1. The Lake Ranger shall, at all times during the continuance of the term of this agreement and any renewal or extension thereof, conduct, operate and maintain for the benefit of the public the Lake Durant Access Area for the purpose of performing the functions and furnishing of services hereinafter set out for the Lake Ranger. The Lake Ranger will provide a concession area and provide services to the public and will devote his best efforts for the accomplishment of such purposes and will at all times charge fair, reasonable and not unjust discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in the agreement that may be or appear to be contrary, it is expressly understood and agreed that the rights granted thereunder shall be provided exclusively by the Lake Ranger in the Lake Access Area subject to an exercise of option by either party to terminate this agreement. The minimum standards for the operation of the Lake Durant Access Area are as follows:

   A. Lake Ranger will be responsible for issuing permits and enforcing fishing regulations on Lake Durant to people utilizing the lake for boating or fishing. Persons who desire to use the Lake Access Area for purposes other than boating or fishing will not be charged or be required to obtain a permit. The City will furnish supplies for this purpose. A copy of the approved Lake Rules and Regulations are attached to this agreement as Attachment "A".

   B. Services provided by the Lake Ranger will, at a minimum, be from dawn until dusk for the fiscal year from July 1 through June 30, excluding the months of December and January, beginning with the effective date of this agreement. The Lake Ranger shall be responsible for daily enforcement of rules and issuances of permits during the fishing season. Lake Ranger will be responsible for any relief persons that will provide services required of the Lake Ranger and said employee/employees shall be paid by the Lake Ranger.

   C. Lake Ranger shall have the exclusive right to concessions at the Lake Durant Access Area, including bait, tackle, snack bar, pop machine, or any related item. The Lake Ranger will be responsible for furnishing any bait, livewells or storage facilities for bait or food for the shack bar.

   D. Lake Ranger will provide year around maintenance at Lake Durant. Lake Ranger will empty trashcans and pick up trash on the grounds of the Lake Access Area and will provide mowing of the grounds around the house, gate and Lake Access Area.

   B. The Lake Ranger and any of his employees must make application for a fidelity bond to assure payment of monies to the City for permits collected. All permit money will be paid to the Durant City Treasurer daily as required by state law.

   F. It is understood that the Lake Ranger is an independent contractor and will not receive additional benefits such as are paid or provided to regular employees. The Lake Ranger will be required to furnish his own vehicle for any supplies to be purchased and for use at the Lake Access Area.

2. Parties hereto agree that the Owner shall, as part of the consideration herein, provide as follows:

   A. A house to be utilized by Lake Ranger as his residence with all utilities paid by the City, including basic phone service. Lake Ranger shall be responsible for any long distance phone service.

B. A recreational vehicle pad and utility hook-up site for use by relief persons as may be designated by the Lake Ranger during the fishing and boating season.

C. Owner will provide supplies for issuance of permits and will provide mowers, trash containers, and any other grounds maintenance equipment required to maintain the grounds at the Lake Access Area.

D. The Owner will pay for any fidelity bond to be required of the Lake Ranger and his employees.

E. The Owner will provide solid waste containers and will pick up solid waste dumpsters on a regular basis.

F. In the event that the mowing and grounds maintenance are beyond the capability of the Lake Ranger in the opinion of the Public Works Director, the Owner shall provide additional personnel to supplement said mowing and grounds maintenance.

G. The Owner will be responsible for payment of any minor repairs to the house or concessions area, which cost in excess of $50 per repair. The Lake Ranger will pay any minor repair requiring expenditure of less that $50.

H. The Owner shall be responsible for providing suitable lake concession facilities and office area as follows: Existing boathouse has been converted to office and concession area. Office and concession building has been equipped with insulation, wiring, lights, outlet plugs, air conditioning, and a door has been installed.

I. The Owner agrees to pay a monthly contract payment no later than the 10th of each month for the month preceding for services provided by the Lake Ranger for the fiscal year from July 1 through June 30, excluding December and January, in the amount of $1,362.00 per month. There will be no contract payment for the months of December and January.

3. The parties hereto agree, on a case-by-case basis, to evaluate individual proposals for addition, renovation, alteration, and improvements to lake access buildings, facilities, grounds, and equipment and determine the extent, if any, which the Owner will participate. It is further agreed that if the Lake Ranger, at his sole cost and expense, makes said changes that when and if subject Lake Ranger vacates the facilities or cancels the agreement for any reason, the Lake Ranger may either remove said improvements at his expense within sixty (60) days or title will automatically pass to the Owner.

4. A map showing the Lake Access Area of Lake Durant is attached to this agreement as Attachment "B".

5. The parties hereto agree that all monies received from permit sales shall be deposited with representative of Owner. It is further agreed that all concession sales shall be received by the Lake Ranger and shall be operated by the Lake Ranger as his business independent of the City. Lake Ranger shall be responsible for purchasing any supplies and inventory required to operate his business and shall pay for all labor for any employees hired by the Lake Ranger and also shall be required to pay for worker's compensation coverage for his employees.

6. The parties hereto agree that this agreement will continue in effect until either party gives the other party sixty (60) days written notice of cancellation of this agreement.

This agreement shall be binding upon our respective heirs and assigns.

CITY OF DURANT, OKLAHOMA

Mayor, City of Durant

CITY OF DURANT OFFICIAL SEAL STATE OF OKLAHOMA

ATTEST:

Barlene Wade, City Clerk/Treasurer

LAKE DURANT LAKE RANGER

Lake Durant Lake Ranger

Agenda Item: 5.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/15/2016
To:	Mayor and City Council
From:	Pat Phelps, City Attorney
Re:	Consider Approval of Ordinance 1793 Amending Chapter 31, Section 31.01(A) and (B)(1) and (B)(2) and (C) of the Durant City Code, Restating Duties of City Clerk

This is actually a housekeeping amendment. The current ordinance requires the city clerk to collect and receive funds. Her present duties do not include the handling of funds. You will note also that I have given the clerk's department a new name, i.e. Department of Records.

I have attached a red-lined version and a final version for your review and comparison.

Council Information / Action Requested

Approve Ordinance 1793 Amending Chapter 31, Section 31.01(A) and (B)(1) and (B)(2) and (C) of the Durant City Code, Restating Duties of City Clerk

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

Upon approval, publish by law, notify our ordinance publication contractor for appropriate placement in the Code of Ordinances.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 1793 - Red-Lined Version	Exhibit	8/15/2016
Ordinance 1793 - Final Version	Exhibit	8/15/2016

ORDINANCE NO. 1793

AN ORDINANCE AMENDING CHAPTER 31,
SECTION 31.01 (A) AND (B) (1) AND B (2) AND (C) OF THE DURANT
CITY CODE, RESTATING DUTIES OF CITY CLERK

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That Section 31.01 (A) of the Durant City Code be amended to read as follows:

(A) *Office.*

There shall be a Department of ~~Finance~~ Records, the head of which is the City Clerk, appointed by the City Manager for an indefinite term, and removable by the City Manager. The City Clerk is an officer of the city and has supervision and control of the Department of ~~Finance~~ Records. ('93 Code, § 2-301)

SECTION 2. That Section 31.01 (B) (1) and (2) of the Durant City Code be amended to read as follows:

(B) *Duties.*

(1) The City Clerk shall ~~collect or receive revenue and other money for the city and shall deposit the same daily with the City Treasurer or for the City Treasurer in an account or accounts maintained by the City Treasurer in a depository or depositories. The City Clerk shall maintain a general accounting system for the city government.~~ keep the journal of proceedings of the council, enroll all ordinances and resolutions passed by the council in a book or set of books kept for that purpose, have custody of documents, records, and archives, as may be provided for by law or by ordinance, and have custody of the seal of the city and attest and affix the seal of the city to documents as required by law or by ordinance. ~~He or she shall have such other powers, duties and functions as may be prescribed by applicable law or by ordinance.~~

(2) He or she shall have such other powers, duties and functions as may be prescribed by applicable law, resolution or ~~by~~ ordinance.

SECTION 3. That Section 31.01 (C) of the Durant City Code be amended to read as follows:

(C) *Additional duties.*

In addition to his or her duties as City Clerk, the City Clerk shall function as Secretary of the Board of Trustees of ~~t~~The Durant City Utilities Authority, and other trust authorities where the city is the beneficiary~~.~~ ~~, performing the duties that are usual to a Secretary in connection with the operation of the city utilities and such duties as may from time to time by the Board of Trustees be directed. Likewise, the City Treasurer of the city shall function as a treasurer of the Durant City Utilities Authority, performing such duties under the~~

Statutory Reference, City Clerk creation of office and duties, see 11 O.S. § 10-117 (93' Code, § 2-303: Ord. 1793)

~~direction of the Board of Trustees as are usual or as may be by the Board directed in connection with the operation and carrying on of the business of the utilities under the direction and control of the Authority~~.

SECTION 4. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and of the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED this 17th day of August, 2016.

CITY OF DURANT

By:_____
STEWART HOFFMAN, Mayor

ATTEST (SEAL):

_____
CYNTHIA J. PRICE, City Clerk

Approved this 17th day of August, 2016, as to legality and form.

_____
P. L. Pat Phelps, City Attorney

Statutory Reference, City Clerk creation of office and duties, see 11 O.S. § 10-117 (93' Code, § 2-303: Ord. 1793)

ORDINANCE NO. 1793

AN ORDINANCE AMENDING CHAPTER 31,
SECTION 31.01 (A) AND (B) (1) AND B (2) AND (C) OF THE DURANT
CITY CODE, RESTATING DUTIES OF CITY CLERK

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That Section 31.01 (A) of the Durant City Code be amended to read as follows:

(A) *Office.*

There shall be a Department of Records, the head of which is the City Clerk, appointed by the City Manager for an indefinite term, and removable by the City Manager. The City Clerk is an officer of the city and has supervision and control of the Department of Records. ('93 Code, § 2-301)

SECTION 2. That Section 31.01 (B) (1) and (2) of the Durant City Code be amended to read as follows:

(B) *Duties.*

(1) The City Clerk shall keep the journal of proceedings of the council, enroll all ordinances and resolutions passed by the council in a book or set of books kept for that purpose, have custody of documents, records, and archives, as may be provided for by law or by ordinance, and have custody of the seal of the city and attest and affix the seal of the city to documents as required by law or by ordinance.

(2) He or she shall have such other powers, duties and functions as may be prescribed by applicable law, resolution or ordinance.

SECTION 3. That Section 31.01 (C) of the Durant City Code be amended to read as follows:

(C) *Additional duties.*

In addition to his or her duties as City Clerk, the City Clerk shall function as Secretary of the Board of Trustees of The Durant City Utilities Authority, and other trust authorities where the city is the beneficiary.

SECTION 4. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and of the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

Statutory Reference, City Clerk creation of office and duties, see 11 O.S. § 10-117 (93' Code, §§2-301. 2-302, 2-303: Ord. 1793)

PASSED AND APPROVED this 17th day of August, 2016.

CITY OF DURANT

By:_____
STEWART HOFFMAN, Mayor

ATTEST (SEAL):

_____
CYNTHIA J. PRICE, City Clerk

Approved this 17th day of August, 2016, as to legality and form.

_____
P. L. Pat Phelps, City Attorney

Statutory Reference, City Clerk creation of office and duties, see 11 O.S. § 10-117 (93' Code, §§2-301. 2-302, 2-303: Ord. 1793)

Agenda Item: 6.

The City of Durant

Office of Projects Manager

Memorandum

Date:	8/15/2016
To:	Mayor and City Council
From:	Jacque J. Wilson, Projects Manager
Re:	Consider Approval of Memorandum of Agreement City of Durant and Commercial Metals Company (C-2016-71)

Consideration of the mutual promises and benefits to each party this Memorandum of Agreement is entered into by and between Commercial Metals Company (CMC) and the City of Durant. Using a Community Development Block Grant (CDBG), CMC funds, and City labor to construct water and sewer improvements for the CMC Micro Steel Mill.

CMC will maintain the improvements within its property boundaries (facility lift station, water lines, and sewer force mains) and all items built on the City right of way (secondary lift station and associated force main) for life respectively.

Council Information / Action Requested

Approve Memorandum of Agreement City of Durant and Commercial Metals Company (C-2016-71)

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

City Clerk - Obtain required signatures and place of record.

ATTACHMENTS:

Description	Type	Upload Date
Memorandum of Agreement City of Durant and Commercial Metals Company (C-2016-71)	Exhibit	8/15/2016

C-2016-71
MEMORANDUM OF AGREEMENT
CITY OF DURANT AND COMMERICAL METAL COMPANY

For and in consideration of the mutual promises and benefits to each party this Memorandum of Agreement is entered into by and between Commercial Metals Company (hereinafter referred to as "CMC"), and the City of Durant (hereinafter referred to as "City"),

WHEREAS, CMC has initiated construction of a Micro Steel Mill (the "Mill") on property owned by CMC

WHEREAS, the CMC property requires water and sanitary sewer service for the safety and convenience of the CMC's employees and to support operations, and

WHEREAS, the City being the owner of the wastewater treatment facility and sewer collection system in the area, it is necessary that permission be granted to allow construction thereon and connection thereto; and

WHEREAS, the construction of sanitary sewer improvements, as described herein, to serve CMC's Properties will inure to CMC's exclusive benefit.

In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the parties hereto agree to the following terms and understandings:

1. The primary lift station located at the property facility will be funded by and constructed by CMC. CMC will maintain and operate this facility for the life of the infrastructure.
2. The secondary lift station located on the City right of way (ROW) of East Old Main will be funded by the Community Development Block Grant (CDBG) and constructed using contractor labor. Further infrastructure improvements at this location will include a magnetic

flow meter and a 6” sewer force main to the connection point to City Sewer. The separation point between responsibilities of the City and CMC, is where the Mill's sewage empties into the secondary lift station. The City will perform maintenance and operation of this secondary lift station and the 6" sewer force main for the life of these improvements.

3. The CDBG grant will be used to purchase all material for the water infrastructure and the interconnecting force main between the primary lift station (CMC), and the secondary lift station (City). All labor for the project will be paid for by the CDBG grant with the exception of some or all of the 10" water main. The 10" water main will be installed by the City work force to the extent necessary.
4. Each party shall fully defend, indemnify, and hold harmless the other party from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, that are related to the Improvements and arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the indemnifying party, its officers, owners, personnel, employees, grants, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expense.

WHEREFORE, we have set our hand and seal the day and year indicated with our signatures.

Approved this date by CMC

_____, 2016

Commercial Metals Company

By: _____
XXXXXX

Approved this date by the City

_____, 2016

CITY OF DURANT

By:_____
Stewart Hoffman, Mayor

Attest:

_____
Cynthia J. Price, City Clerk

Agenda Item: 7.a.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/11/2016
To:	Mayor and City Council
From:	Cynthia J. Price, City Clerk
Re:	Consider Executive Session to Discuss Status of Negotiations With Local 3061 International Association of Firefighters Union for FY 2016-17 (This Executive Session Authorized by Title 25, Section B (2) of the Oklahoma State Statutes)

Council Information / Action Requested

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

Agenda Item: 7.b.

The City of Durant

Office of City Clerk

Memorandum

Date: 8/11/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Action Pursuant to 8(a) Above

Council Information / Action Requested

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

Agenda Item: 7.c.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/11/2016
To:	Mayor and City Council
From:	Cynthia J. Price, City Clerk
Re:	Consider Executive Session to Discuss Hiring of City Manager (This Executive Session Authorized by Title 25, Section B(1) of the Oklahoma State Statutes)

Council Information / Action Requested

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

Agenda Item: 7.d.

The City of Durant

Office of City Clerk

Memorandum

Date: 8/11/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Action Pursuant to 8(c) Above

Council Information / Action Requested

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