

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.

## **THE DURANT CITY UTILITIES AUTHORITY / DCUA**

**6:00 PM**

**Roscoe J. Hatfield  
Council Chambers,  
Durant City Hall  
AGENDA**

**June 14, 2016**

**DURANT CITY HALL  
300 W. EVERGREEN, DURANT, OK  
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

### **CALL TO ORDER**

### **ROLL CALL**

### **ORDER OF BUSINESS**

#### **1. Consent Items**

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

- a. Consider Approval of Regular Minutes of May 10, 2016
- b. Consider Approval of Special Minutes of May 26, 2016
- c. Consider Approval of Request for Authorization to Purchase One New Roll Off Truck
- d. Consider Approval of Request for Authorization to Purchase Two Front Loader Trucks , One Rear Loader Truck and Dumpsters
- e. Consider Approval of Request for Authorization to Purchase Two One-Ton Dump Trucks

#### **2. Consider Items Removed from Consent**

#### **3. Information Items**

- a. Landfill Project Schedule
- b. Solid Waste Collection Report May 2016
- c. May 2016 Utility Monthly Report

#### **4. Administration**

- a. Consider Motion to File the Durant City Utilities Authority Fiscal Year 2016-17 Financial Plan with the Beneficiary
- b. Consider Approval of Renewal Contract with Southern Oklahoma Regional Disposal, Inc. (SORD) (C-2016-45)

#### **ADJOURNMENT**

##### **CERTIFICATE**

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 4:55 p.m. on the 10th day of June, 2016.

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Cynthia J. Price, City of Durant



# The City of Durant

## Office of City Clerk

### Memorandum

**Date:** 6/2/2016  
**To:** Utilities Authority  
**From:** Cynthia J. Price, City Clerk  
**Re:** Consider Approval of Regular Minutes of May 10, 2016

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### Council Information / Action Requested

Approve minutes of May 10, 2016.

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

#### ATTACHMENTS:

| Description       | Type            | Upload Date |
|-------------------|-----------------|-------------|
| 5.10.2016 Minutes | Backup Material | 6/2/2016    |

Agenda posted on Durant City Hall Entry Door at This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 6:30 p.m. on the 5th day of May, 2016.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF THE DURANT CITY UTILITIES AUTHORITY OF May 10, 2016 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, Durant City Hall**

**CALL TO ORDER**

The meeting was called to order at 8:11 p.m.

**ROLL CALL**

|                                 |                               |
|---------------------------------|-------------------------------|
| Present: Trustee Chad Hitchcock | City Attorney Pat Phelps      |
| Trustee Billy L. Orr            | City Manager Sarah Sherrer    |
| Trustee Jerry Tomlinson         | City Clerk Cynthia J Price    |
| Vice-Chairman Destry Hawthorne  |                               |
| Chairman Stewart Hoffman        | (*denotes partial attendance) |

Absent: None

Chairman Hoffman declared a quorum.

**1. Consent Items**

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

- a. Consider Approval of Minutes of April 12, 2016
- b. Consider Approval of Amount Adjustment of Request for Authorization to Purchase (RFAP #2015-088) For Solid Waste Disposal Fees

Approved

Trustee Tomlinson encouraged recycling.

Motion was made by Jerry Tomlinson and seconded by Chad Hitchcock to approve consent items as presented. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

## **2. Consideration Items Removed from Consent**

## **3. Information Items**

- a. Solid Waste Collection Monthly Report - April 2016
- b. Solid Waste Landfill Report - April 2016
- c. Utility Monthly Report - April 2016

## **4. New Business**

There was no new business.

## **Adjournment**

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson



# The City of Durant

## Office of City Clerk

### Memorandum

**Date:** 6/2/2016  
**To:** Utilities Authority  
**From:** Cynthia J. Price, City Clerk  
**Re:** Consider Approval of Special Minutes of May 26, 2016

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### Council Information / Action Requested

Approve May 26, 2016 Minutes.

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

#### ATTACHMENTS:

| Description          | Type            | Upload Date |
|----------------------|-----------------|-------------|
| May 26, 2016 Minutes | Backup Material | 6/2/2016    |

Agenda posted on Durant City Hall Entry Door at This is to certify that in conformity with the Oklahoma Open Meeting Act, notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 19th day of May, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:30 p.m. on the 24th day of May, 2016 and amended agenda was posted at 4:46 p.m. on the 25th day of May, 2016.

**MINUTES OF THE SPECIAL CALLED SCHEDULED MEETING OF THE DURANT CITY UTILITIES AUTHORITY OF May 26, 2016 AT 5:00 PM, Roscoe J. Hatfield Council Chambers - AMENDED AGENDA**

**CALL TO ORDER**

Chairman Hoffman called the meeting to order at 5:38 p.m.

**ROLL CALL**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| Present: Trustee Chad Hitchcock | City Attorney Pat Phelps            |
| Trustee Billy L. Orr            | Acting City Manager Donnalla Miller |
| Trustee Jerry Tomlinson         | City Clerk Cynthia J Price          |
| Vice-Chairman Destry Hawthorne  |                                     |
| Chairman Stewart Hoffman        | (*denotes partial attendance)       |

Absent: None

Chairman Hoffman declared a quorum.

**1. Consideration Items Removed from Consent**

**2. Administration**

- a. Consider Approval of Commercial Metals Company Economic Development Agreement

Approved

Attorney Cheryl Denney addressed the Authority Board. Mayor Hoffman stated the Durant Industrial Authority unanimously approved the Commercial Metals Company Economic Development Agreement and the Durant City Council unanimously approved the Commercial Metals Company Economic Development Agreement at their Special Called Meetings earlier on May 26, 2016.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Commercial Metals Company Economic Development Agreement. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

- b. Consider Approval of Industrial Water Purchase Agreement Between Durant City Utilities Authority and Rural Water and Sewer District #5 (C-2016-25)

No Action Taken

This item was passed.

- c. Consider Approval of Interlocal Cooperation Agreement Between the City of Durant and Rural Water District #5 (C-2016-26)

Approved

Attorney Phelps addressed city council on this matter at their May 26, 2016 Special Called Meeting and stated the agreement was modified just prior to that meeting. Attorney Phelps reviewed each of the modifications and recommended approval of the Interlocal Cooperation Agreement with modifications.

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve Interlocal Cooperation Agreement between the City of Durant and Rural Water District #5 (C-2016-26) with modifications as presented by City Attorney Phelps. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

### **3. New Business**

There was no new business.

### **Adjournment**

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to adjourn meeting. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson



# **The City of Durant**

## **Office of the Solid Waste Department**

### **Memorandum**

**Date:** 4/27/2016  
**To:** Utilities Authority  
**From:** Albert Pierce, Solid Waste Supervisor  
**Re:** Consider Approval of Request for Authorization to Purchase One New Roll Off Truck

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**Council Information / Action Requested**

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



# **The City of Durant**

## **Office of the Solid Waste Department**

### **Memorandum**

**Date:** 4/27/2016  
**To:** Utilities Authority  
**From:** Albert Pierce, Solid Waste Supervisor  
**Re:** Consider Approval of Request for Authorization to Purchase Two Front Loader Trucks , One Rear Loader Truck and Dumpsters

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**Council Information / Action Requested**

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



# **The City of Durant**

## **Office of the Solid Waste Department**

### **Memorandum**

**Date:** 4/27/2016  
**To:** Utilities Authority  
**From:** Albert Pierce, Solid Waste Supervisor  
**Re:** Consider Approval of Request for Authorization to Purchase Two One-Ton Dump Trucks

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**Council Information / Action Requested**

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



# The City of Durant

## Solid Waste Landfill

### Memorandum

**Date:** 5/26/2016  
**To:** Utilities Authority  
**From:** Zefe Laborico, Landfill Supervisor, Solid Waste Landfill  
**Re:** Landfill Project Schedule

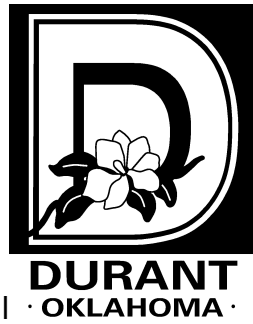
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### Council Information / Action Requested

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

#### ATTACHMENTS:

| Description          | Type       | Upload Date |
|----------------------|------------|-------------|
| May Project Schedule | Cover Memo | 5/31/2016   |
| May DEQ Reports      | Cover Memo | 6/1/2016    |



# THE CITY OF DURANT

## Office of the Solid Waste Superintendent

### ***SOLID WASTE DISPOSAL PROJECTS SCHEDULE May 2016***

**A. Work Completed for May:**

1. Had Transfer Trucks serviced
2. Pumped water out of cell 10C

**B. Work Planned For June:**

1. Covering C&D site
2. Have new C&D cell 10C inspected and approved

**C. Work Planned For Jan. '16 – Dec. '16:                      Approx. Start – Finish Date:**

1. Haul trash to Ardmore                                              1-2016 thru 12-2016

**D. Projects Planned And Requested For Authorization:**

1. None.



# MONTHLY REPORT FOR SOLID WASTE DISPOSAL FACILITIES

(Please see instructions prior to completing this form)

Due by the 10th of the month following the reporting month

Administrative Services  
Accounts Receivable  
P. O. Box 2036  
Oklahoma City, OK 73101-2036

Report month/year: MAY 2016

Facility Name: CITY OF DURANT C/D LANDFILL  
Mailing Address: PO BOX 578  
DURANT, OK 74702-0578

Permit Number: 3507001

Phone Number: 580-931-6606

Total # of Days open: 24

COMPLETE SECTIONS 5-10 ONLY IF SCALES GO DOWN

| D<br>A<br>Y | (1)<br>Total weight<br>accepted<br>(tons) | (2)<br>Weight which<br>is reused or<br>recycled in<br>accordance<br>with facility<br>permit<br>(tons) | (3)<br>Weight<br>accepted<br>from a DEQ<br>approved<br>emergency or<br>special event<br>(tons) | (4)<br>Weight<br>accepted<br>from large<br>industrial<br>waste<br>generators<br>with DEQ<br>exemption<br>certificate<br>(tons) | (5)<br>Time scales<br>placed out of<br>service | (6)<br>Time scales<br>placed into<br>service | (7)<br>Total volume<br>accepted<br>(yd3) | (8)<br>Volume<br>which is<br>reused or<br>recycled in<br>accordance<br>with facility<br>permit<br>(yd3) | (9)<br>Volume<br>accepted<br>from a DEQ<br>approved<br>emergency or<br>special event<br>(yd3) | (10)<br>Volume<br>accepted from<br>large industrial<br>waste<br>generators<br>with DEQ<br>exemption<br>certificate<br>(yd3) |
|-------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1           | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 2           | 69.12                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 3           | 54.99                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 4           | 63.54                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 5           | 54.27                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 6           | 33.59                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 7           | 25.91                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 8           | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 9           | 4.04                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 10          | 11.45                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 11          | 53.43                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 12          | 38.03                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 13          | 53.49                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 14          | 44.36                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 15          | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 16          | 51.62                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 17          | 2.26                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 18          | 6.19                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 19          | 7.47                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 20          | 7.45                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 21          | 30.44                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 22          | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 23          | 5.79                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 24          | 9.35                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 25          | 70.31                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 26          | 83.69                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 27          | 5.42                                      |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 28          | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 29          | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 30          | 0                                         |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| 31          | 11.86                                     |                                                                                                       |                                                                                                |                                                                                                                                |                                                |                                              |                                          |                                                                                                         |                                                                                               |                                                                                                                             |
| Total       | 798.07                                    | 0                                                                                                     | 0                                                                                              | 0                                                                                                                              | 0                                              | 0                                            | 0                                        | 0                                                                                                       | 0                                                                                             | 0                                                                                                                           |

I hereby certify that the information reported above is accurate and correct to the best of my knowledge and includes all solid waste received at this facility.

Signature of authorized agent: \_\_\_\_\_

Phone #: 580-924-8358

Date: \_\_\_\_\_



# The City of Durant

## Office of the Solid Waste Department

### Memorandum

**Date:** 6/1/2016  
**To:** Utilities Authority  
**From:** Albert Pierce Solid Waste Supervisor  
**Re:** Solid Waste Collection Report May 2016

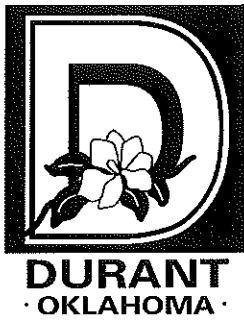
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### Council Information / Action Requested

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

#### ATTACHMENTS:

| Description                                    | Type       | Upload Date |
|------------------------------------------------|------------|-------------|
| Solid Waste Collection Monthly Report May 2016 | Cover Memo | 6/1/2016    |
| Compactors emptied and returned                | Cover Memo | 6/1/2016    |
| rolloffs emptied and delivered                 | Cover Memo | 6/1/2016    |



# THE CITY OF DURANT

## Office of the Solid Waste Superintendent

### ***SOLID WASTE PROJECTS SCHEDULE MAY***

**A. Work Completed:**

1. Picked up & emptied roll offs 194
2. Picked up & emptied compactors 61
3. Delivered to new customers 3
4. Delivered and picked up Sharp containers 15
5. Picked up 87.03 tons of extra hauling
6. Hauled 183 loads of extra hauling to the landfill

**B. Work Planned For April**

1. replace lids on 2 yd. Dumpsters
2. repair or replace old poly carts

**C. Work Planned For April '16 – April '16:      Approx. Start – Finish Date:**

1. Pick up trash      6 /01/2016 –6/30/2016

**D. Projects Planned And Requested For Authorization:**

1. None.

|    | A                                           | B                  | C                  | D                    | E                | G                |
|----|---------------------------------------------|--------------------|--------------------|----------------------|------------------|------------------|
| 1  | <b>Compactors Picked Up &amp; Delivered</b> |                    |                    |                      |                  |                  |
| 2  |                                             |                    |                    |                      |                  |                  |
| 3  | <u>Location</u>                             | <u># Picked Up</u> | <u># Delivered</u> | <u>Delivery Date</u> | <u>Emptied</u>   | <u>Account #</u> |
| 4  |                                             |                    |                    |                      |                  |                  |
| 5  | Big Lots (Distribution Center)              | C16                | C16                |                      | May 31, 2016     | 30-2003-00       |
| 6  | Choctaw Casino                              | C23                | C23                |                      | May 31, 2016     | 40-7777-00       |
| 7  | Choctaw Casino                              | C24                | C24                |                      | May 31, 2016     | 40-7777-00       |
| 8  | Choctaw Casino                              | C3                 | C3                 |                      | May 31, 2016     | 40-7777-00       |
| 9  | Choctaw Grand Tower/Event Center            | C25                | C25                | August 6/2015        | May 27, 2016     | 40-0777-00       |
| 10 | Choctaw Grand Tower/Event Center            | C26                | C26                | August 6/2015        | February 8, 2016 | 40-0777-00       |
| 11 | Choctaw Grand tower/Event Center            | C27                | C27                | September 3,2015     | May 27, 2016     | 40-0777-00       |
| 12 | Choctaw Travel Plaza-Eastside               | C12                | C12                |                      | May 19, 2016     | 30-0758-00       |
| 13 | DMC /MOB ( pickup first Thursday)           | C8                 | C8                 |                      | April 27, 2016   | 29-0076-02       |
| 14 | Durant High School                          | C2                 | C2                 |                      | May 27, 2016     | 18-1950-01       |
| 15 | Eagle Suspension                            | C10                | C10                | July 7, 2006         | April 18, 2016   | 30-0591-02       |
| 16 | ETS Test Systems (1016 Waldron Dr.)         | C6                 | C6                 |                      | May 12, 2016     | 30-0825-00       |
| 17 | Gamco                                       | C5                 | C5                 |                      | May 20, 2016     | 30-0828-00       |
| 18 | Icon                                        | C20                | C20                |                      | May 6, 2016      | 30-2917-01       |
| 19 | Indian Nation Wholesale                     | C13                | C13                |                      | May 13, 2016     | 50-0230-00       |
| 20 | Lowe's                                      | C11                | C11                | November 11, 2005    | May 27, 2016     | 40-0720-00       |
| 21 | McDonald's                                  | C15                | C15                |                      | May 2, 2016      | 30-0172-01       |
| 22 | Alliance Health Durant                      | C7                 | C7                 |                      | May 26, 2016     | 29-0074-00       |
| 23 | Salita's Restaurant                         | C17                | C17                | March 14, 2008       | May 12, 2016     | 21-0317-00       |
| 24 | SOSU (New student Union)                    | C14                | C14                | September 1, 2006    | May 16, 2016     | 40-0240-00       |
| 25 | Sports City Café                            | C22                | C22                |                      | May 13, 2016     | 30-5067-01       |
| 26 | Wal-Mart                                    | C18                | C18                |                      | May 23, 2016     | 40-3712-01       |

## Rolloffs Picked Up & Delivered

| <u>Location</u>                                | <u># Picked Up</u> | <u># Delivered</u> | <u>Delivery Date</u> | <u>Emptied</u>    | <u>Account #</u> | <u>Charges</u> |
|------------------------------------------------|--------------------|--------------------|----------------------|-------------------|------------------|----------------|
| Aaron's Rent to Own (405 Westside Dr.)         | 91                 | 69                 | May 14, 2013         | May 31, 2016      | 30-0018-03       |                |
| Alliance Health (420 commercial lane)          |                    | 419                | April 27, 2016       |                   | 50-0074-00       |                |
| Alliance Health ( 420 Commercial lane)         | 406                | 420                | April 27, 2016       | May 12, 2016      | 50-0074-00       |                |
| Alliance Health cardboard                      | 131                | 131                |                      | May 19, 2016      |                  |                |
| Allied Stone (21st & Arkansas)                 | 142                | 142                | May 16, 2005         | May 24, 2016      | 30-0130-01       |                |
| Allied Stone (21st & Arkansas)                 | 13                 | 13                 | January 14, 2013     | May 16, 2016      | 30-0130-01       |                |
| Best Fender (301 S 22nd)                       | 127                | 127                | November 2, 2007     | May 20, 2016      | 30-0404-03       |                |
| Big Five (217 N. 16th)                         | 2                  | 2                  |                      | April 20, 2016    | 12-0650-06       |                |
| Big Lots (Distribution Center)                 | 413                | 407                | December 3, 2015     | April 29, 2016    | 30-2003-00       |                |
| Broken Arrow Electric Supply(380-7107)         |                    | 421                | March 8, 2016        |                   | 60-0027-01       |                |
| Bruce Pac                                      | 410                | final              |                      | March 28, 2016    | 50-0155-01       |                |
| Carl's Jr.                                     | 133                | 133                |                      | May 31, 2016      | 21-0310-00       |                |
| Choctaw (Sweeper)                              | 68                 | 68                 | October 2, 2014      | May 9, 2016       | 50-0757-00       |                |
| Choctaw (holding pens)                         | 59                 | 120                | January 20, 2012     | May 9, 2016       | 30-3000-00       |                |
| Choctaw Travel Plaza Administration Offices    | 16                 | final              | April 21, 2016       | April 25, 2016    | 50-3825-00       |                |
| Choctaw Travel Plaza Administration Offices    | 108                | 106                |                      | May 13, 2016      | 50-3825-00       |                |
| Choctaw Bus Repair (Armstrong)                 | 43                 | 25                 | December 15, 2009    | February 29, 2016 | 18-0214-02       |                |
| Choctaw Casino (Filter)                        | 417                | 425                | August 5, 2014       | May 27, 2016      | 40-7777-00       |                |
| Choctaw Childhood Development Center           | 87                 | 77                 |                      | May 19, 2016      | 50-2752-03       |                |
| Choctaw Event Center                           | 123                | 70                 | December 3, 2015     | May 12, 2016      | 30-2312-00       |                |
| Choctaw Event Center                           | 16                 | final              | January 21, 2016     | April 21, 2016    | 30-2312-00       |                |
| Choctaw Inn                                    | 65                 | 65                 |                      | May 31, 2016      | 50-0725-00       |                |
| Choctaw Nation Headquarters                    | 4                  | 146                |                      | May 26, 2016      | 24-0195-00       |                |
| CHOCTAW SILVERADO                              |                    | 303                |                      | April 12, 2016    | 24-0195-00       |                |
| Choctaw Nation Silverado                       | 96                 | final              | February 11, 2016    | May 31, 2016      | 50-0874-00       |                |
| Choctaw Recycling 3108 Enterprise              | 123                | 123                | June 29, 2011        | May 26, 2016      |                  |                |
| Choctaw Nation Transportation(3210 Enterprise) |                    | 33                 | March 16, 2016       |                   | 30-0751-01       |                |
| Choctaw Storage on Enterprise/REI              | 146                | 146                | December 30, 2010    | May 24, 2016      | 30-2912-02       |                |
| Choctaw RV Park                                |                    | 57                 | May 26, 2016         |                   | 30-3650-01       |                |
| Choctaw Travel Plaza-Westside                  | 130                | 130                |                      | May 31, 2016      | 30-0761-00       |                |
| Communicom                                     | 106                | 18                 |                      | May 11, 2016      | 07-0671-00       |                |

|                                            |     |       |                    |                    |            |  |
|--------------------------------------------|-----|-------|--------------------|--------------------|------------|--|
| Dish Network                               | 44  | 44    | January 11, 2013   | May 27, 2016       | 40-0233-00 |  |
| DMSC (City Sports Complex)                 | 46  | 20    | May 6, 2008        | June 24, 2014      |            |  |
| Durant Daily Democrat (924-4388 )          | 136 | 136   | October 1, 2015    | May 13, 2016       | 13-0230-01 |  |
| Dollar Tree                                | 50  | 50    | February 7, 2008   | May 26, 2016       | 30-0107-00 |  |
| Durant Motor Sports (201 Shady Creek)      | 62  | 72    |                    | May 24, 2016       | 50-0201-00 |  |
| Eagle suspension                           | 423 | 423   |                    | March 3, 2016      | 30-0591-02 |  |
| ETS Test Systems (1016 Waldron Dr.)        | 410 | 410   |                    | May 12, 2016       | 30-0825-00 |  |
| ETS Test Systems (1016 Waldron Dr.)        | 416 | 416   | April 16, 2016     | May 12, 2016       | 30-0825-00 |  |
| ETS Test Systems (1016 Waldron Dr.)        | 420 | final | May 26, 2015       | May 12, 2016       | 30-0825-00 |  |
| Fannin Hardy Farms (428 Clark Ave.)        | 23  | 20    | March 5, 2010      | May 9, 2016        | 12-0200-02 |  |
| First United                               | 66  | 66    |                    | May 31, 2016       | 21-0296-00 |  |
| Four Seasons                               | 151 | 151   | July 27, 2005      | May 31, 2016       | 29-0805-00 |  |
| Gaming Capital Group llc(1125 Waldron Dr.) | 300 | 300   | March 31, 2016     | May 19, 2016       | 50-0025-01 |  |
| GAMCO                                      | 46  | final |                    | March 23, 2016     | 30-0828-00 |  |
| GAMCO                                      | 101 | 34    | April 25, 2016     | May 26, 2016       | 30-0828-00 |  |
| hands of hope                              | 11  | 11    |                    | May 24, 2016       |            |  |
| Herron's Carpet                            | 17  | 17    | September 2, 2012  | May 11, 2016       | 29-0044-00 |  |
| Icon                                       | 144 | 144   | January 7, 2014    | May 25, 2016       | 30-2917-01 |  |
| Jalapeno's                                 | 83  | 83    | September 24, 2008 | May 25, 2016       | 12-0615-05 |  |
| Klica Inc.Tim Wiggington (580-920-4839)    | 14  | 127   | March 21, 2016     | April 11, 2016     | 50-0105-03 |  |
| Kiamichi ( Fire Training Center )          | 58  | 58    | April 11, 2012     | March 22, 2016     |            |  |
| Legacy Floors (608 S. 9th)                 | 96  | 3     | August 11, 2005    | May 4, 2016        | 06-0263-00 |  |
| Lewis Insulation                           | 14  | final | February 27, 2008  | May 27, 2016       | 60-0006-00 |  |
| Lithko Contracting (3251 Big Lots Parkway) | W1  | W1    | April 27, 2016     | May 12, 2016       | 50-3251-00 |  |
| Lowes                                      | 425 | final | May 10, 2016       | May 25, 2016       | 40-0720-01 |  |
| Locke Supply                               | 147 | 91    | December 23, 2003  | May 31, 2016       | 19-0815-01 |  |
| Manhattan const                            | 307 | 301   | March 23, 2016     | May 31, 2016       | 30-3313-00 |  |
| Manhattan const. ( Laydown yard 1)         | 304 | final |                    | May 3, 2016        | 30-3313-00 |  |
| Manhattan Const. (2754 Big Lots Parkway)   | 308 | 308   | February 16, 2016  | April 8, 2016      | 50-2754-00 |  |
| Manhattan const.(office)                   | 305 | 305   | March 23, 2016     | April 29, 2016     | 30-3313-00 |  |
| Manhattan Const.(office)                   | 140 | 108   | November 19, 2015  | May 26, 2016       | 30-3313-00 |  |
| Manhattan const.pool                       | 301 | final | November 10, 2015  | March 23, 2016     | 30-3313-00 |  |
| Manhattan Const.                           | 301 | final | April 25, 2016     | May 3, 2016        | 30-3313-00 |  |
| MayFab                                     | 415 | 415   | April 28, 2011     | May 23, 2016       | 30-0774-00 |  |
| National Guard Armory                      | 415 | 411   | July 28, 2015      | September 24, 2015 | 30-0785-00 |  |
| Northlake Mobile Home (1900 HWY 48)        | 57  | 114   | October 16, 2013   | May 19, 2016       | 40-1900-00 |  |
| Oakridge                                   | 150 | 150   | November 25, 2009  | May 31, 2016       | 19-0440-00 |  |

|                                                 |     |       |                    |                   |            |  |
|-------------------------------------------------|-----|-------|--------------------|-------------------|------------|--|
| OG&E (2520 N. 1st)                              | 425 | 421   | January 24, 2006   | May 3, 2016       | 17-0901-00 |  |
| Orscheln's (Old Wal-Mart)                       | 18  | 139   | November 2, 2006   | May 10, 2016      | 30-0362-01 |  |
| Overland Materials (868 Country Club)           | 406 | 425   |                    | June 25, 2015     | 50-0868-01 |  |
| Pettit Machinery                                | 415 | 406   | March 13, 2008     | May 13, 2016      | 17-0820-01 |  |
| Pizza Hut                                       | 89  | 89    |                    | May 31, 2016      | 20-0119-00 |  |
| PLYER CONST.(515 Cardinal PKWY)                 | 53  | 53    | February 10, 2016  | May 3, 2016       | 50-0051-00 |  |
| PRC/ALORICA (1012 Radio Road )                  | 68  | final | December 22, 2015  | March 28, 2016    | 50-0271-00 |  |
| TERRY REYNOLD (CHEVROLET)                       | 8   | final | February 26, 2016  | April 13, 2016    | 50-0372-00 |  |
| RHYNES & RHODES                                 | 81  | 81    | January 8, 2016    | March 30, 2016    | 60-3710-00 |  |
| Red River Ford                                  | 50  | 73    |                    | May 5, 2016       | 30-0353-01 |  |
| S & L Body Shop                                 | 147 | final | November 19, 2003  | May 3, 2016       | 18-0904-00 |  |
| Sonic                                           | 134 | 134   |                    | May 23, 2016      | 13-0595-00 |  |
| SOSU ( Hanger )                                 | 410 | final | February 17, 2016  | February 24, 2016 | 40-0240-00 |  |
| SOAU TOWERS                                     | 132 | 132   | May 2, 2016        | May 20, 2016      | 40-0240-00 |  |
| SOSU ( Towers)                                  | 97  | final |                    | May 27, 2016      | 40-0240-00 |  |
| SOSU (Physical Plant 2906 N. 1st)               | 44  | 6     |                    | May 5, 2016       | 40-0240-00 |  |
| SOSU-NORTH HALL                                 | 109 | 109   | May 2, 2016        | May 20, 2016      | 40-0240-00 |  |
| SOSU - Northhall                                | 69  | final | May 2, 2014        | May 27, 2016      | 40-0240-00 |  |
| Sosu -bloomer sullivan                          | 5   | 5     | September 11, 2015 | April 25, 2016    | 40-0240-00 |  |
| SOSU Equest. Center (4321 S 9th)                | 29  | final | August 19, 2013    | May 16, 2016      | 30-0756-00 |  |
| Taco Casa                                       | 129 | 129   |                    | May 25, 2016      | 12-0355-00 |  |
| Terminix International(2206 rabbit alley)CALERA | 62  | final | February 2, 2016   | March 1, 2016     | 26-1825-00 |  |
| Taco Mayo                                       | 57  | 122   | April 7, 2014      | May 26, 2016      | 30-1420-00 |  |
| Texoma Truss                                    | 18  | final | January 22, 2016   | March 14, 2016    | 50-3805-00 |  |
| Texoma Truss (Waldron Dr.)                      | 17  | final | March 24, 2016     | April 7, 2016     | 50-0092-01 |  |
| Texoma Truss (Waldron Dr.)                      | 46  | 46    | August 26, 2014    | May 5, 2016       | 50-0092-01 |  |
| Texas By Products (2525 s 9th)                  |     | 63    | April 28, 2016     |                   | 50-2525-00 |  |
| Texoma Utility (3527 N Washington)              | 403 | 403   | February 13, 2014  | May 11, 2016      | 60-3527-00 |  |
| The Tile Shop (1800 W Arkansas)                 | 34  | 4     | April 10, 2013     | May 26, 2016      | 07-0875-05 |  |
| The Tile Shop (1800 W Arkansas)                 | 127 | 8     |                    | May 9, 2016       | 07-0875-05 |  |
| Thermal Pipe                                    | 137 | 36    | June 4, 2015       | April 29, 2016    | 18-1010-00 |  |
| TODD Allison (5053 MALLARD DR.)                 | 4   | final | January 5, 2016    | February 1, 2016  | 50-5053-00 |  |
| Victory Life                                    | 113 | 113   | June 4, 2010       | May 31, 2016      | 33-0012-00 |  |
| Victory Life                                    | 72  | final |                    | March 24, 2016    | 50-1900-00 |  |
| Veronica Santibaznez (435 S 9th)                | 401 | final | November 18, 2015  | March 16, 2016    | 50-1174-00 |  |
| Villegas (510 S 9th) Veronica Santibaznez       | 37  | 37    | October 19, 2011   | May 23, 2016      | 06-0217-02 |  |
| Waffle Shoppe                                   | 102 | 15    | April 24, 2009     | May 31, 2016      | 30-0185-00 |  |

|                                              |     |       |                   |                   |            |  |
|----------------------------------------------|-----|-------|-------------------|-------------------|------------|--|
| Wendy's ( 2420 W. Main)                      | 70  | final | August 24, 2011   | March 3, 2016     | 40-2420-00 |  |
| Whataburger                                  | 15  | 11    | April 29, 2014    | May 31, 2016      | 30-3505-03 |  |
| 3316 N. Washington (SOSU)                    | 425 | 425   | January 21, 2015  | December 10, 2015 | 40-0240-00 |  |
| 1915 E Highway 70 (Brucepac)                 | 408 | 421   | May 8, 2015       | July 31, 2015     | 50-0155-01 |  |
| 2121 W Main (Magnolia Inn)                   | 407 | final | June 9, 2015      | April 27, 2016    | 30-0100-02 |  |
| 2760 Big Lots (Robins & Morton )             | W4  | W4    | February 2, 2016  | May 13, 2016      | 50-2760-00 |  |
| 2760 Big Lots ( Robins & Morton)615-504-1033 | W1  | final | August 4, 2015    | April 18, 2016    | 50-2760-00 |  |
| 1804 W Evergreen (Daniel Sherwood)           | 113 | final | August 7, 2015    | May 16, 2016      | 50-1804-00 |  |
| 3514 Lionel In (David Davis) Extreme landing | 14  | final | August 12, 2015   | February 26, 2016 | 50-4414-00 |  |
| 7506 Perfic Circle (David Davis) # 760-2672  | 40  | 101   | October 7, 2015   | May 26, 2016      | 50-7506-00 |  |
| 410 N 6TH ( KENNETH NUBINE)TEC-AN INC.       | 107 | final | February 29, 2016 | March 21, 2016    | 50-0410-00 |  |
| 7601 PERFIC DR (.DAVID DAVIS JR)             | 19  | final | January 7, 2016   | March 9, 2016     | 50-7601-01 |  |
| 549 Hartline Rd (James R Batema )            | 106 | final | February 9, 2016  | April 4, 2016     | 50-0549-01 |  |
| 1729 Asberry St. (Casey A Roberts)           | 13  | final | February 19, 2016 | March 23, 2016    | 50-1729-00 |  |
| BRYAN COUNTY FAIR S.9TH                      | 94  | final | February 26, 2016 | April 19, 2016    | 30-0680-00 |  |
| 1459 Fort McCullough (Jerry Shipman)         | 20  | 68    | March 2, 2016     | March 29, 2016    | 40-0020-00 |  |
| INDIAN NATION                                | 23  | final | March 3, 2016     | March 7, 2016     | 50-0230-00 |  |
| INDIAN NATION                                | 9   | final | March 3, 2016     | March 7, 2016     | 50-0230-00 |  |
| 310 Scot st (David E VanWorth) 579-3479      | 72  | final | March 24, 2016    | April 4, 2016     | 50-3100-00 |  |
| \$SAVER FEED (RONNY TRENT) 916-1353          | 14  | 88    | April 5, 2016     | April 15, 2016    | 40-1402-00 |  |
| 1907 W MAIN                                  | 12  | final | April 12, 2016    | April 25, 2016    | 30-0035-01 |  |
| 501 MOCKINGBIRD (LARRY SHIPMAN)              | 401 | 401   | April 22, 2016    | May 2, 2016       | 50-0996-00 |  |
| 1502 N 10TH ( E L CONSTRUCTION CO.)          | 108 | final | May 20, 2016      | May 26, 2016      | 50-1502-00 |  |
| 1229 E MAIN (JIMMY SMITH )                   |     | 140   | May 31, 2016      |                   | 50-1229-00 |  |



# The City of Durant

## Utility Office

### Memorandum

**Date:** 6/3/2016  
**To:** Utilities Authority  
**From:** Kelly Hawthorne Utility Billing Supervisor  
**Re:** May 2016 Utility Monthly Report

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### Council Information / Action Requested

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

#### ATTACHMENTS:

| Description                     | Type       | Upload Date |
|---------------------------------|------------|-------------|
| May 2016 Utility Monthly Report | Cover Memo | 6/3/2016    |



Monthly Utility Billing,  
Cash Collection,  
And Consumption Summary

**May 2016**

|                                   | WATER |     | SANITARY SEWER |     | SANITATION |     |
|-----------------------------------|-------|-----|----------------|-----|------------|-----|
|                                   | Month | YTD | Month          | YTD | Month      | YTD |
| Number of Bills - Active Accounts | 6006  |     | 5869           |     | 6163       |     |

|                      |              |                |              |                |              |                |
|----------------------|--------------|----------------|--------------|----------------|--------------|----------------|
| Total Revenue Billed | \$817,148.08 | \$3,555,351.65 | \$765,653.50 | \$2,441,314.62 | \$349,445.21 | \$3,931,707.93 |
| Amount of Penalties  | \$11,980.71  | \$106,984.04   |              |                |              |                |

|                       |              |               |              |               |              |               |
|-----------------------|--------------|---------------|--------------|---------------|--------------|---------------|
| Adjustments in Dollar | (\$9,343.29) | (\$98,348.25) | (\$4,654.58) | (\$74,058.84) | (\$4,957.91) | (\$67,778.56) |
|-----------------------|--------------|---------------|--------------|---------------|--------------|---------------|

|                     |              |                |              |                |              |                |
|---------------------|--------------|----------------|--------------|----------------|--------------|----------------|
| TOTAL CASH RECEIPTS | \$237,751.16 | \$2,818,172.02 | \$194,160.27 | \$1,757,074.52 | \$338,995.91 | \$3,402,413.99 |
|---------------------|--------------|----------------|--------------|----------------|--------------|----------------|

|                        |           |
|------------------------|-----------|
| CONSUMPTION IN GALLONS | 2,110,176 |
|------------------------|-----------|



# The City of Durant

## Office of City Treasurer

### Memorandum

**Date:** 6/2/2016  
**To:** Utilities Authority  
**From:** Donnalla Miller, Acting City Manager  
**Re:** Consider Motion to File the Durant City Utilities Authority Fiscal Year 2016-17 Financial Plan with the Beneficiary

---

Public Trusts created pursuant to Title 60 of the Oklahoma State Statutes shall file annually, with their respective beneficiaries, a financial plan or budget. Public trust fund budgets are not required by the Municipal Budget Act and are not considered legally adopted, appropriated budgets (merely financial plans).

### Council Information / Action Requested

Consider Motion to File the Durant City Utilities Authority Fiscal Year 2016-17 Financial Plan with the Beneficiary, the City of Durant, City Council.

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

The City Treasurer's office will install the 2016-17 Financial Plan into our accounting software.

### ATTACHMENTS:

| Description                         | Type       | Upload Date |
|-------------------------------------|------------|-------------|
| DCUA 2016-17 FINANCIAL PLAN SUMMARY | Cover Memo | 6/2/2016    |



# THE CITY OF DURANT

## Office of the City Manager

### Memorandum

**Date:** June 14, 2016

**To:** DCUA Chairman and Trustees

**From:** Donnalla Miller, Acting City Manager

**Re:** Motion to File Durant Utility Authority FY 2016-17 Budget with City Council

Public Trusts created pursuant to Title 60 of the Oklahoma State Statutes shall file annually, with their respective beneficiaries, a financial plan or budget. Public trust fund budgets are not required by the Municipal Budget Act and are not considered legally adopted, appropriated budgets (merely financial plans).

|                                              |  | <b>FY<br/>2014/15<br/>Actuals</b> | <b>FY<br/>2015/16<br/>Budget</b> | <b>FY 2015/16<br/>Projections</b> | <b>FY<br/>2016/17<br/>Budget</b> |
|----------------------------------------------|--|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|
| <b>Durant City Utilities Authority Fund:</b> |  |                                   |                                  |                                   |                                  |
| <b>REVENUE SUMMARY</b>                       |  |                                   |                                  |                                   |                                  |
| Balance Forward                              |  | 401,363                           | 2,515,327                        | 1,770,140                         | 1,989,780                        |
| Licenses & Permits                           |  | 6,240                             | 10,000                           | 5,900                             | 6,000                            |
| Charges for Services                         |  | 9,078,152                         | 9,080,000                        | 10,214,037                        | 11,679,116                       |
| Miscellaneous Revenues                       |  | 4,794,973                         | 594,051                          | 555,839                           | 576,250                          |
| Adjustments to Revenues                      |  | 1,995,621                         |                                  | (200)                             |                                  |
| <b>Total Revenues</b>                        |  | <b>16,276,348</b>                 | <b>12,199,378</b>                | <b>12,545,716</b>                 | <b>14,251,146</b>                |
|                                              |  |                                   |                                  |                                   |                                  |
| <b>EXPENSE SUMMARY</b>                       |  |                                   |                                  |                                   |                                  |
| Public Works Administration                  |  | 131,349                           | 110,203                          | 127,620                           | 68,906                           |
| Utility Billing                              |  | 318,025                           | 309,323                          | 366,365                           | 353,874                          |
| Water/Sewer Line Maintenance                 |  | 759,306                           | 1,005,540                        | 850,789                           | 1,017,629                        |
| Water Treatment Plant                        |  | 846,634                           | 1,027,219                        | 1,007,572                         | 1,069,962                        |
| Wastewater Treatment Plant                   |  |                                   | 833,254                          | 761,579                           | 853,621                          |

|                                |  |                   |                   |                   |                   |
|--------------------------------|--|-------------------|-------------------|-------------------|-------------------|
|                                |  | 706,612           |                   |                   |                   |
| Solid Waste Collection         |  | 990,369           | 1,476,301         | 1,378,367         | 1,593,454         |
| Utility General Administration |  | 6,970,441         | 6,512,847         | 5,171,875         | 8,287,050         |
| Lake Durant                    |  | 33,537            | 38,200            | 36,500            | 38,000            |
| Solid Waste Disposal           |  | 1,011,685         | 486,491           | 455,269           | 618,691           |
| Economic Development Transfer  |  | 326,415           | 400,000           | 400,000           | 349,959           |
| <b>Total</b>                   |  | <b>12,094,374</b> | <b>12,199,378</b> | <b>10,555,936</b> | <b>14,251,146</b> |
|                                |  |                   |                   |                   |                   |

### **Authority Information / Action Requested**

- File the Durant Utility Authority Fiscal Year 2016-17 Budget with the Durant City Council

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

- Treasurer's Office : Install FY16/17 DCUA Budget



# The City of Durant

## Office of City Clerk

### Memorandum

**Date:** 6/10/2016  
**To:** Utilities Authority  
**From:** JJ Wilson, Projects Manager  
**Re:** Consider Approval of Renewal Contract with Southern Oklahoma Regional Disposal, Inc. (SORD) (C-2016-45)

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### Council Information / Action Requested

Approve renewal contract with Southern Oklahoma Regional Disposal, Inc.

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

City Clerk - Obtain necessary signatures on contract and place of record.

### ATTACHMENTS:

| Description        | Type       | Upload Date |
|--------------------|------------|-------------|
| Memorandum         | Cover Memo | 6/10/2016   |
| Contract C-2016-45 | Exhibit    | 6/10/2016   |



## **Southern Oklahoma Regional Disposal, Inc.**

Collection and Disposal Services

March 25, 2016

SORD Contract Renewal:

Attached is your 5 year contract that will expire in 2021. There are 2 price increases that were passed by the SORD Board on February 18<sup>th</sup>, 2016 by a unanimous vote. The increases will be 2.5% in the 2<sup>nd</sup> year and the 4<sup>th</sup> year of the contract a total of 5% for the next 5 years if the SORD Board feels that it's necessary. SORD has had price increases in the contracts before that were never implemented. The last rate increase that was implemented was in 2011. SORD Administrators and the SORD Board felt that these increases may be necessary during this 5 year period. I'm looking forward working with you for the next 5 years. Let me know if I can answer any questions.

Larry Mitchell  
Collection Operations Manager  
(580) 226-1276 or larrymitchell@cableone.net

**SOUTHERN OKLAHOMA REGIONAL DISPOSAL, INC.**  
**DISPOSAL SERVICE AGREEMENT**

This Disposal Service Agreement (the "Agreement") between Southern Oklahoma Regional Disposal, Inc. (hereinafter referred to as "SORD"), P.O. Box 1088, Ardmore, Oklahoma 73402, and the City of Durant, an Oklahoma public trust, whose address is, P.O. Box 578 Durant, Ok 74702 (hereinafter referred to as "CLIENT").

WHEREAS, SORD is a quasi-governmental entity comprised of regional municipalities, counties and districts which was established for the purpose of cooperative collection and/or disposal of Municipal Solid Waste and other acceptable waste of the member entities and third parties; and

WHEREAS, SORD is the owner of a municipal solid waste landfill (the "Landfill") located at 31 SORD Drive, Ardmore, Carter County, Oklahoma, and is the holder of a license to operate such Landfill, which can accept certain solid waste material; and,

WHEREAS, CLIENT and SORD desire to enter into a contract providing that SORD shall accept CLIENT's solid waste at the Landfill and dispose of same at the Landfill or such other place as SORD shall designate, subject to the terms as are hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and benefits set forth below, agree as follows:

**DEFINITIONS**

"Municipal Solid Waste" (hereafter "MSW"), for the purposes of this Agreement, shall be defined as non-hazardous waste generated in households, commercial and business establishments and institutions; and excludes industrial process wastes, mining wastes, ashes, and sewage sludge.

The term "hazardous waste", as used herein, shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, and including future amendments thereto, and applicable state law.

"Permitted Special Waste", as used herein, shall include those wastes that are not controlled industrial wastes but which, because of their nature or volume, require special or additional handling aside from that given to routine household refuse, which shall include but is not limited to: sludge, septic tank pumpings, grease trap wastes, dead animals, packing house offal and tankage, waste fats and oils, hatchery wastes, asbestos wastes, and spent herbicide and pesticide containers.

"Construction / Demolition Waste", as used herein, shall mean the scrap lumber and other building materials generated in either the construction or demolition of buildings and other improvements.

### **TERM**

This Agreement shall be for a term of five (5) years commencing at 12:01 am on the 1st day of July, 2016, and terminating at 12:00 p.m. on the 30th day of June, 2021, unless either party hereto takes affirmative action to terminate this Agreement pursuant to the terms hereinafter set forth.

### **DISPOSAL RATES AND PAYMENT**

The Disposal Rate, commonly known as and referred to as a "Tipping Fee", to be paid by CLIENT to SORD during the first year of this Agreement shall be the sum of Twenty-One Dollars (\$21.00) per ton of Municipal Solid Waste ("MSW"). Such Tipping Fee shall increase the second year to the rate of Twenty-One and 53/100 Dollars (\$21.53) per ton. The Third year the rate will remain Twenty-One and 53/100 Dollars (\$21.53) per ton. The Fourth year the rate increases to Twenty-Two and 07/100 Dollars (\$22.07) per ton for remaining term of this Agreement. Payment of same shall be made by CLIENT to SORD no later than ten (10) days after the issuance of each monthly statement by SORD, either directly to SORD at the Post Office Box set forth above, or directly to such banking institution designated by SORD.

### **PARTIES' OBLIGATIONS**

CLIENT shall collect and deliver all of CLIENT'S MSW, both commercial and residential, to SORD at the Landfill. Should CLIENT cease to publicly collect MSW, any agreement by and between CLIENT and a third party collector to collect same shall be subject to this Agreement and provide for delivery of all such MSW so collected to be made to SORD consistent with the terms of this Agreement.

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, SORD shall receive and dispose of all the "MSW" delivered to SORD's disposal site, excluding radioactive, volatile, highly flammable, explosive, toxic, infectious, pathological or hazardous waste.

Where requested by SORD, CLIENT shall, in addition to any labeling, placarding, marking, manifesting or other such documentation required by law, provide SORD, in advance, with a representative Sample of the solid waste to be disposed of by SORD, and with a detailed written physical and chemical description or analysis of the solid waste, including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such solid waste

("Waste Characterization Data Sheet" or "WCDS"). CLIENT shall promptly furnish to SORD any information regarding known, suspected, or planned changes in composition of such solid waste and CLIENT shall accordingly update the WCDS. CLIENT warrants that all solid waste specified in a WCDS and delivered to SORD shall conform to the description set forth on the WCDS.

### **OWNERSHIP OF WASTE**

Ownership of the MSW and other waste delivered by CLIENT to SORD shall be transferred to and vest in SORD at the time the MSW and other waste is fully unloaded at the working face of the actual disposal site at the Landfill (or such other place to which the parties have agreed in writing) and the CLIENT'S vehicle has departed such working face. Prior thereto ownership of the MSW and other waste shall be in, and all risks and responsibilities for same, shall be borne by CLIENT.

### **COMPLIANCE WITH LAWS**

SORD and CLIENT shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the MSW and other waste. CLIENT shall also comply with work and safety rules which have been promulgated by SORD to govern operations at the Landfill.

### **TERMINATION UPON DEFAULT**

Either party shall have the right to terminate this Agreement in the event of a default by the other party of any of the provisions contained in this Agreement, which default is not cured within twenty (20) days of such default, after delivery to such defaulting party of written notice of such default. Any such decision regarding termination of this Agreement shall provide no less than one hundred twenty (120) days written notification by the terminating part delivered to the defaulting that this Agreement is being terminated.

### **INDEMNITY**

CLIENT hereby agrees to indemnify and hold SORD harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, or fines, penalties or other damages imposed by any court or administrative body, including SORD's property, and injuries to or death of persons, including CLIENT's or SORD's employees, caused by or resulting from the negligence or willful misconduct or violation of any federal, state or local laws or regulations of CLIENT, its employees or agents or CLIENT's delivery to SORD of waste excluded from the definition of Municipal Solid Waste or otherwise expressly permitted by the terms of this Agreement.

SORD hereby agrees to indemnify and hold CLIENT harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, or fines, penalties or other damages imposed by any court or administrative body, including CLIENT's property, and injuries to or death of persons, including SORD's or CLIENT's employees, to the extent caused by or resulting from the negligence or willful misconduct of SORD, its employees or agents.

### **FORCE MAJUERE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site.

### **ASSIGNMENT**

The Agreement and the interest of CLIENT in any facilities or equipment subject to this Agreement may not be sold, leased, pledged, assigned or otherwise encumbered by CLIENT for any reason without the express prior approval of SORD. This agreement, SORD's interest in any facilities or equipment subject to this Agreement and the right of SORD to receive payment under this or any other Agreement may be assigned and reassigned in whole or in part to one or more assignees of SORD without the necessity of obtaining the consent of CLIENT. Any consent to assignment shall not be unreasonably withheld by SORD.

### **ENTIRE AGREEMENT**

The Agreement constitutes the entire understanding between SORD and CLIENT hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to the Agreement will be effective unless in writing and signed by SORD and CLIENT hereto.

### **ATTORNEY FEES**

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on pay, a reasonable sum for the successful party's attorney fees.

### **MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

### **BINDING EFFECT**

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties.

### **NOTICES**

Any notice, request, demand and other communication given under this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by registered or certified mail, to the following address or addresses:

If to SORD, to:        Executive Director  
                             P.O. Box 1088  
                             Ardmore, OK 73402

If to CLIENT, to:     City of Durant  
                             C/O City Manager  
                             Address: P.O. Box 578  
                             Durant, Ok 74702

**COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF, this Agreement is executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2016

Southern Oklahoma Regional Disposal, Inc.

By: \_\_\_\_\_  
Title : \_\_\_\_\_  
Date: \_\_\_\_\_

CLIENT:

Solid Waste Authority

By: \_\_\_\_\_  
(title)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_