

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

5:00 PM

Roscoe J. Hatfield
Council Chambers, 300
West Evergreen, Durant,
Oklahoma

August 17, 2016

SPECIAL CALLED
AGENDA

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

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consider Items Removed from Consent

- a. Consider Approval of Annual Contract Between the Durant City Utilities Authority and the Durant Industrial Authority (C-2016-73)

2. Administration

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 15th day of August, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:05 P.M. on the 15th day of August, 2016.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 8/15/2016
To: Utilities Authority Special Called Meeting
From: Donnalla Miller, Acting City Manager
Re: Consider Approval of Annual Contract Between the Durant City Utilities Authority and the Durant Industrial Authority (C-2016-73)

Council Information / Action Requested

Approve Annual Contract Between the Durant City Utilities Authority and the Durant Industrial Authority (C-2016-73)

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
Annual Contract Between the Durant City Utilities Authority and the Durant Industrial Authority (C-2016-73)	Exhibit	8/17/2016

ANNUAL CONTRACT
between the
DURANT CITY UTILITIES AUTHORITY
and the
DURANT INDUSTRIAL AUTHORITY

WHEREAS, The Durant City Utilities Authority, hereinafter “Authority”, is in continuous need of services for the Durant community and its economic development; and

WHEREAS, the Durant Industrial Authority, hereinafter “DIA”, has been identified as the organization capable of performing the necessary tasks and responsibilities related to community improvement and economic development for the City of Durant, being the beneficiary of the Authority, a public trust.

NOW THEREFORE, the Authority and DIA mutually agree as follows:

1. **Purpose**

- a. The purpose of this contract is to assist in the promotion of economic and community development of the City and the Authority. For the purpose of this contract, economic and community development is defined as encompassing all aspects of promoting business, commercial and industrial developments.
- b. It is the intention of both Authority and DIA to work together and primarily through the Executive Director and Trustees of DIA in the efforts to acquire new jobs within the City of Durant, thus creating a centralized organization to effectuate the goals described in the agreement.

2. **Scope of Services**

DIA agrees to provide the following services to the Authority through this contract agreement:

- a. To promote and support established businesses and industries resulting in community growth and prosperity for its citizens;
- b. The recruitment of new business and industry that will result in the enhancement of the local economy, i.e., new jobs, capital investment, increased sales tax revenue, payroll, etc.;

- c. The development of and management of business and industrial parks, and other properties deemed effectual and necessary for economic development growth;
- d. A community awareness and public relations program regarding economic development;
- e. Maintain inventory of commercial and industrial property;
- f. Maintain a good working relationship with the Oklahoma State Department of Commerce, and other state and local agencies;
- g. Continue to research, develop and implement a multi-faceted leveraged funding source for economic development to include public, private and philanthropic sources;
- h. Assist the City in obtaining federal, state, and private grants for the funding of industry and industry related projects.

3. **Proportionate Cost of Expenses**

- a. DIA agrees that it shall pay its proportionate part of the annual general liability insurance premium and cost of audit expense as reflected in the annual budget;
- b. DIA further agrees to pay for the insurance premium on any assigned vehicle used and operated by its director in the course of the director's employment and all insurance premiums attributed to the furnished vehicle, office furniture and furnishing and other physical assets used by DIA; and liability insurance coverage on real property owned by DIA;
- c. DIA further agrees to pay for its use of software, internet technology and Incode access.

4. **Program Statement**

- a. DIA shall submit an annual program of work and annual economic development budget request to City by April 30 of each year;
- b. DIA may make modifications to the program of work and budget throughout the year as deemed necessary, with appropriate revisions to meet the needs of both the City of Durant and the Authority, provided, however, that such budget revisions shall not exceed available funding;

5. **Reporting Requirements**

- a. Provide all accounting and financial services for DIA including accounts payable and receivable, budgetary accounting, payroll, general ledger, fixed asset accounting, and such other services as may be necessary for compliance with Generally Accepted Accounting Principles (GAAP);
- b. The DIA shall provide a monthly status report to the City as beneficiary of the Authority at each regular scheduled monthly City Council meeting reflecting the actions taken by the DIA (less confidentiality described in paragraph 9).

6. **Employees and Benefits**

The DIA may employ an Executive Director and such other employees as it deems necessary to carry out the program and goals of the DIA. Authority agrees to provide such fringe benefits as are normally provided to employees of Authority, including retirement, health insurance, unemployment insurance, workers compensation, and any other benefits currently provided or which may be provided in the future. Such fringe benefits shall be fully reimbursed.

7. **Funding**

DCUA agrees to provide funding to DIA to carry out the programs and goals of the DIA as herein set forth. Funding shall be delivered to DIA based on actual monthly expenditures not to exceed the budget appropriation for fiscal year 2016-2017. Available budgeted funds that are not expended at the close of the fiscal year shall be credited to the DCUA fund.

8. **Operating Expenses**

Funds for salaries, wages or other operating expenses shall be provided from contributions as may be budgeted from the DCUA, contributions from economic development partners, grants, and available reserves of DIA.

9. **Statement of Confidentiality**

Both Authority and DIA recognize the need for confidentiality in negotiating with prospective business and industry. Accordingly, the names of prospects may be omitted from written or verbal reports whenever deemed advisable by DIA.

10. **Miscellaneous**

This agreement shall be controlled by laws of the State of Oklahoma and shall not be assigned without written consent of the parties hereto.

11. **Contract Term**

The term of this contract shall be effective for a period of one year beginning July 1, 2016, and ending June 30, 2017.

THIS AGREEMENT being dated and approved this 17th day of August, 2016, at both special called meetings of the Authority and the DIA.

THE DURANT CITY UTILITIES AUTHORITY

By: _____
STEWART HOFFMAN, Chair

Attested:

CYNTHIA PRICE, Secretary

DURANT INDUSTRIAL AUTHORITY

By: _____
GREG MASSEY, Chair

Attested:

TOMMY KRAMER, Secretary