

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

DURANT CITY COUNCIL

5:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma
AMENDED SPECIAL
AGENDA**

April 4, 2018

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

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Consider Approval of Contract Between the City of Durant and the Durant Industrial Authority
2. Consideration To Accept The Awarded 17166 CDBG-ED 87 Grant Contract For The Water And Wastewater Improvements To Support The SteelFab, Inc. Facility Project (C-2018-17)
3. Consideration To Approve Wall Engineering Work Order DU-17-02 For Engineering Services Related To The Water And Wastewater Infrastructure To Support The SteelFab, Inc. Project (C-2018-18)
4. Consideration To Approve Asphalt Materials Expenditure To Be Purchased Through The OK State Contract SW081 For Necessary Street Repairs Caused By Water Line Installation Damage On Parkland And East Main Streets
5. **Executive Session**
 - a. Consider Discussion and Hiring for the Position of City Treasurer (This Executive Session Authorized by Title 25, Section 307 B(1) of the Oklahoma State Statutes)
 - b. Consider Action Pursuant to Item 4(a)

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 29th day of March, 2018 and that an agenda of said meeting was posted at the place of such meeting at 4:57 p.m. on the 2nd day of April, 2018. Amended agenda posted at the place of such meeting at 3:42 p.m. on the 3rd day of April, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Manager

Memorandum

Date: 4/2/2018
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Approval of Contract Between the City of Durant and the Durant Industrial Authority

Due to budgetary constraints, during the 2017-18 budget process, the City Council (Durant City Utilities Authority) did not approve the funding or renew the annual contract with the Durant Industrial Authority.

Since that time, staff has been able to locate funding that would assist in the annual operations of the DIA. The proposed contract between the City and the DIA would fund one position (the Executive Director). The funding for this position would come from new revenues created by the DIA and reimbursements.

Under the proposed contract, The City shall employ an Economic Development Director (the Director) who shall oversee the economic efforts of the City and whose additional responsibilities shall be to serve as the Executive Director of the DIA. The DIA and the City shall cooperate in the recruitment, selection and hiring process for the Economic Development Director to carry out the program and goals of both the City and the DIA. The Director shall be under the supervision of the Durant City Manager for employment purposes and for operation of the City's economic development office. The Director will be responsible for carrying out the day-to-day operations of the DIA and shall be responsive to the DIA Board of Directors.

Staff feels like this compromise would be in the best interest of the City, the DIA and the long-term viability of economic development for Durant.

Council Information / Action Requested

Approval of Contract

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

ATTACHMENTS:

Description	Type	Upload Date
DIA Contract	Cover Memo	4/2/2018

CONTRACT
between the
CITY OF DURANT, OK
and the
DURANT INDUSTRIAL AUTHORITY

WHEREAS, The City of Durant, hereinafter “City”, 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 City 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 DIA. 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 the City and DIA to work together and primarily through the Executive Director and Trustees of DIA in the efforts to acquire new jobs and other economic development 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 City 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. The City 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. The City further agrees to pay for the insurance premium on any assigned vehicle used and operated by the 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. The City further agrees to pay for DIA's 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 DIA, provided, however, that such budget revisions shall not exceed available funding;

5. **Reporting Requirements**

- a. The City agrees to 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 City shall employ an Economic Development Director (the Director) who shall oversee the economic efforts of the City and whose additional responsibilities shall be to serve as the Executive Director of the DIA. The DIA and the City shall cooperate in the recruitment, selection and hiring process for the Economic Development Director to carry out the program and goals of both the City and the DIA. The Director shall be under the supervision of the Durant City Manager for employment purposes and for operation of the City's economic development office. The Director will be responsible for carrying out the day-to-day operations of the DIA and shall be responsive to the DIA Board of Directors.

The City agrees to provide such fringe benefits as are normally provided to employees of the City of Durant, including retirement, health insurance, unemployment insurance, workers compensation, and any other benefits currently provided or which may be provided in the future.

7. **Funding**

The City will allocate from the revenues or funds of City's choosing that which is necessary for the employment of the Director, staff, and other administrative expenses of the Economic Development Director and DIA. 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 City, contributions from economic development partners, grants, and available reserves of DIA.

9. **Statement of Confidentiality**

Both The City 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 the Director and 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 beginning April 4, 2018, and ending June 30, 2018.

THIS AGREEMENT being dated and approved this 4th of April, 2018, at the City Council meeting.

THE CITY OF DURANT

By: _____
JERRY TOMLINSON, Mayor

Attested:

CYNTHIA PRICE, Secretary

DURANT INDUSTRIAL AUTHORITY

By: _____
_____, Chair



The City of Durant

Grants Department

Memorandum

Date: 4/2/2018
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration To Accept The Awarded 17166 CDBG-ED 87 Grant Contract For The Water And Wastewater Improvements To Support The SteelFab, Inc. Facility Project (C-2018-17)

City received notification of grant award on Monday, April 2 for the SteelFab water / wastewater infrastructure project.

Council Information / Action Requested

Council requested to accept the grant award.

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

Becca and Mayor to complete the grant acceptance process.

Becca will complete the Release of Funds items to expedite the project.

ATTACHMENTS:

Description	Type	Upload Date
Grant Award 17166 CDBG-ED 87 for SteelFab	Cover Memo	4/2/2018
Grant Award 17166 CDBG-ED 87	Cover Memo	4/2/2018
Grant Award Contract 17166 CDBG-ED 87	Cover Memo	4/2/2018

April 2, 2018

Jerry Tomlinson, Mayor
City of Durant
P. O. Box 578
Durant, OK 74702-0578

Dear Mayor Tomlinson:

The Oklahoma Department of Commerce/Community Development (ODOC/CD) has completed a review and analysis of the City of Durant's Community Development Block Grant - Economic Development Infrastructure Financing (CDBG-EDIF) request for an infrastructure award to support SteelFab, Inc. ODOC/CD is pleased to inform you that the project has been approved for funding. The award provides funding in the total amount of \$1,000,000 for the construction of water and wastewater improvements in support of SteelFab, Inc.

To officially accept this award:

- The **Authorized Official** must log-in to OKGrants (<https://grants.ok.gov>); or click the link above.
- Once signed-in, proceed to "My Tasks " and click on the contract that says "Contract Signatures Required"; which will take you to the "Application Menu."
- At "Application Menu," select "**View, Edit, and Complete Forms.**"
- In the **Award Section** (bottom of page) select "**Contract Part I.**"
- Review the **Contract Part I** and click on the link to **Part II** and print off for your records. When ready to accept, follow the next step.
- Next, **click on the radio-button** to "Certify authorization to sign the document."
- **Type in Name and Date.**
- Once completed, **click save button (top of page).**
- Next, click on the **Print Version** button and print out the form for your records. You can also do this step once it is executed by ODOC. Should this contract ever be modified, this information will not be retained.
- Once saved, click on the contract title next to "Document Information" (*Contract title will highlight when mouse is moved over it*) located on same page above "Instructions" to take you back to "Application Menu".
- Once back in "Application Menu", click the "**Apply Status**" button underneath "Change the Status" and then click the button of "Contract Signatures Submitted" to change the status.

Should this award be accepted, it will be memorialized as **contract number 17166 ED 87**. Please read the attached Instructions for Release of Funds Requirements. We look forward to working with you in the coming months. Should you have any questions, please contact Marshall Vogts at 405-815-5339.

Sincerely,

A handwritten signature in black ink, appearing to read "Vaughn Clark", with a long horizontal flourish extending to the right.

Vaughn Clark, Director
Community Development

c: David J. Garrett, President, SteelFab, Inc. DDGarrett@steelfab-inc.com
Jill Thompson, SteelFab, Inc. JThompson@steelfab-inc.com
Rebecca Collins, City of Durant, beccacollins@durant.org

EDIF-2017-DURANT CI-00018
EDIF-2017-DURANT CI-00018

FEI #: 73-6005186

Contracting Agency:	Oklahoma Department of Commerce State of Oklahoma (ODOC)
Contractor:	City of Durant
Contract Title:	Community Development Block Grant - Economic Development
Contract Number:	17166 ED 87
Federal Amount:	\$1,000,000.00
Match Amount:	\$0
Research and Development:	\$1,000,000.00
ODOC Indirect Cost Rate:	
Grantee Indirect Cost Rate:	
Grant Award Amount - This Action:	\$0
Total Committed:	\$0
Total Obligated:	\$0
Source:	U.S. Department of Housing and Urban Development (HUD) Catalog of Federal Domestic Assistance (CFDA) Number 14.228
Project Funding Period:	April 2, 2017 through April 2, 2020
Federal Award Period:	through

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Construction	\$0
Engineering/Architecture	\$0
Inspection	\$0
Other	\$0
Public Facilities	\$0
Admin	
Direct Grantee	\$0
Admin	
Total CDBG	\$0
Total Leverage	\$0
Total Funds	\$1,000,000.00

Submit Requisitions to:
Community Development
Oklahoma Department of Commerce
900 North Stiles
Oklahoma City, OK 73104-3234

Issue Payment To:
City of Durant
P.O. Box 578
Durant, Oklahoma 74702-0578

AGREEMENT
COMPONENTS:

Part I - Summary and Signatures

Part II - Terms and Conditions

PART III - SPECIFIC TERMS AND CONDITIONS

1. In addition to the specific duties enumerated herein, the Contractor agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto, which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by reference. Any conflict between said application and the provisions of this contract shall be controlled by the provisions of this contract.
2. Revisions to the contract and the attached budget, which is a part of this contract, must be approved in writing in advance by ODOC.
3. No costs shall be incurred for any funded activity, as identified in the contract budget, until all requirements of paragraph 4 below have been met and approved by ODOC. ODOC shall issue a "Notice of Removal of Contract Conditions and Authority to Use Grant Funds" for any or all activities and shall specify therein the effective date this condition is removed.
4. The Contractor shall submit to ODOC, in accordance with the CDBG Project Management Guide and other policies as noted below, a "Request for Authority to Use Grant Funds (Request for Release of Funds)" and all required supporting documentation as follows:
 - a. Environmental Review: The Contractor shall complete an Environmental Review for each contract activity with the exception of exempt activities and categorically excluded activities not subject to 24 CFR 58.5, i.e., administration, engineering and purchase of equipment. If the project has identifiable phases which can be separated, construction may begin on phases which are not directly financed with CDBG funds. When the environmental assessment is done, it must include the impact of all phases of the total project on the environment.
 - b. Placement Plan: The Contractor shall submit a Placement Plan.
 - (1) The Placement Plan shall include the following:
 - (a) A commitment from the Company that within 36 months of the start date of the contract it shall create at least 49 permanent, full-time equivalent positions, of which 35 (71% of 49) positions on a full-time equivalent basis shall be filled by low- and moderate-income persons and/or that 35 (71% of 49) positions shall be made available on a full-time equivalent basis for low- and moderate-income persons;
 - (b) Assurance from the Company that, if more than 49 total positions are created, 51% of them will be made available to low- and moderate-income persons;
 - (c) A commitment from the Contractor that it shall ensure that the Company provides training necessary for positions requiring special skills or education;

(d) A commitment from the Company that it shall provide a listing by position title of the permanent positions to be created, indicating which positions shall be available to low- and moderate-income persons, which positions require special skills or education and which positions are part time;

c. Insurance and Bonding: The Contractor shall submit evidence of:

(1) General liability insurance covering the funded activities; and

(2) Bonding of all officials who are responsible for financial transactions relating to this contract.

d. Anti-Displacement Plan: The Contractor must adopt and submit an Anti-Displacement Plan in accordance with ODOC CDBG Project Management Guide.

e. Leverage Commitment: The Contractor shall submit Certification of Leverage certifying leverage funds are available and identifying the source and amount in accordance with approved application.

(1) Documentation of leverage may require any or all of the following:

(a) Copies of promissory notes;

(b) Copies of security agreements;

(c) Copies of loan agreements;

(d) Copies of guaranty agreements;

(e) Copies of loan histories;

(f) Copies of bank statements;

(g) Copies of cancelled checks;

(h) Other documentation as specific circumstances may require;

(2) Other Sources of funds for this project are as follows:

(a) SteelFab, Inc. - \$14,000,000.00

f. Federal Procurement Procedures Certification: The Contractor shall submit a certification that it will comply with all State and federal procurement requirements for professional service contracts for administration services, architectural/engineering and public construction contracts, if applicable. If these costs were expended prior to compliance with federal procurement procedures, CDBG-EDIF funds may not be used to reimburse those costs.

g. Other: The following outlines additional documentation necessary before funds may be released on this contract. Where "ODOC form required" is indicated, no substitutions will be allowed. Contractor shall submit:

(1) The City shall develop and execute a resolution to track future beneficiaries of the CDBG-EDIF funded infrastructure improvements. Said resolution should include not only SteelFab, Inc. but also any other entity using the CDBG-EDIF funded infrastructure improvement. The time-period for said resolution will be until all projected jobs have been created by SteelFab, Inc. and the project has been closed out. For all other ancillary beneficiaries, job tracking will be for a time-period starting with the date the State awarded the CDBG-EDIF funds to the City of Durant, and ending one year after the physical completion of the improvements. A copy of the draft resolution shall be provided to the Oklahoma Department of Commerce for review and approval, before the resolution is adopted by the City of

Durant.

(2) The City shall develop and execute an ordinance that provides for any entity using the CDBG-EDIF funded infrastructure improvements to agree to provide job tracking data as a condition of using the improvements for a time-period starting with the date the State awards the CDBG-EDIF funds to the City of Durant and ending one year after the physical completion of the public improvement. A copy of the draft ordinance shall be provided to the Oklahoma Department of Commerce for review and approval, before the ordinance is adopted by the City of Durant.

(3) The City shall provide verification of the existence of the construction and permanent easements for all infrastructure improvements as follows:

(a) 6" Sewer Force Main – constructed in public easement from Durant Industrial Authority (DIA)/Steel Fab, to be owned and maintained by City of Durant.

(b) 12" Sewer Gravity Main – constructed in public easement from Durant Industrial Authority (DIA)/SteelFab, to be owned and maintained by City of Durant.

(c) 12" water main – constructed West of Highway 78 in street Right of Way, to be owned and maintained by City of Durant

(d) 12" Water main – constructed East of Highway 78 within public easement (from DIA/SteelFab, Inc.), to be owned and maintained by Bryan County RWSD # 5.

(4) The City shall certify to the Oklahoma Department of Commerce, that the execution of a construction contract for the CDBG-EDIF financed activities of the project may not take place before the release of funds date. The City shall also certify to the Oklahoma Department of Commerce that it will not start construction of the CDBG-EDIF portion with other funds and then reimburse those funds when the CDBG-EDIF assistance begins.

5. The Contractor shall obtain written approval from ODOC if the Company does not hire the required 35 low- and moderate-income persons and the Contractor desires to meet this requirement by using an adequate proportion of low- and moderate-income persons given first consideration.

6. Upon notification of meetings or training sessions scheduled by ODOC, the Contractor shall ensure the attendance of any person performing services under this contract whose presence is requested.

SPECIAL CONDITIONS:

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:

Executed by:

Durant, City of

Durant, City of

EDIF-2017-DURANT CI-00018

EDIF-2017-DURANT CI-00018

City of Durant

Oklahoma Department of Commerce

Signature of Authorized Official

Signature of Authorized ODOC Official

Date

Date



PART II - GENERAL TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) by the U.S Department of Housing and Urban Development (HUD) for the CDBG program for non-entitlement areas. Notwithstanding any other provisions, payments to (Contractor) by ODOC are subject to the availability of such funds to ODOC, as determined by federal and/or State action and/or law. ODOC may take any action necessary in accord with such determination.

2. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by federal or State law or regulations. Any such modification may be done unilaterally by ODOC.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.
- c. Revisions to the contract and the attached budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.
- d. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants system.

3. ODOC

ODOC will provide funding for the project up to the total contract amount.

4. CONTRACTOR

- a. The Contractor will accomplish the project detailed in Part III in accordance with the terms and conditions of this contract.
- b. None of the work and services covered by this contract may be subcontracted without prior written approval of ODOC. All compensated administrative consultants engaged by the Contractor must be Certified CDBG Administrators. However, said determination by ODOC shall not relieve the Contractor of its independent obligation to ensure that such persons are fully qualified, and able to perform the duties they have contracted to perform.
- c. In no event will any subcontract or subcontractor incur obligation on the part of ODOC.
- d. The Contractor shall comply with all requirements of the ODOC CDBG Project Management Guide. The Guide is hereby annexed and incorporated and made a part of this contract. The Guide may be amended during the current contract year by ODOC. All amendments shall be based on changes in federal and State laws or regulations and shall be mailed to the Contractor at the address indicated in Part I of the contract.



- e. The Contractor shall commence actual construction or otherwise begin implementation of the funded project within two hundred seventy (270) days from the start date of the contract.
- f. Based upon a Risk Assessment the ODOC may schedule mandatory Technical Assistance meetings. The Contractor shall ensure the attendance of any person performing services under this contract whose presence is requested.

5. 2 CFR 200.331

Pursuant to 2 CFR 200.331 - All pass-through entities must:

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal Award Identification.

- (a) Subrecipient name (which must match the name associated with its unique entity identifier);
- (b) Subrecipient's unique entity identifier;
- (c) Federal Award Identification Number (FAIN);
- (d) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;
- (e) Subaward Period of Performance Start and End Date;
- (f) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
- (g) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
- (h) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
- (i) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
- (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
- (k) CFDA Number and Name; the pass-through entity



must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

- (1) The rest of Section 200.331 is herein incorporated by reference.

6. EMPLOYEE BENEFITS

The Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax and any other deductions required by law for its employees.

7. CERTIFICATIONS BY CONTRACTOR

- a. The Contractor expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, all as modified from time to time, that affect the use of said monies.
- b. The Contractor specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

(1) Equal Opportunity

- (a) Title VI of the Civil Rights Act of 1964 (42 USC §§2000d, et seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving federal funds. HUD regulations are at 24 CFR, Part 1;
- (b) Title VIII of the Civil Rights Act of 1968 (42 USC §§3600-3620, 1988), popularly known as the Fair Housing Act;
- (c) Executive Order 11063 (1962) as amended by Executive Order 12259, which requires equal opportunity in housing. HUD regulations are at 24 CFR, Part 107;
- (d) Section 109 of the Housing and Community Development Act of 1974, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:
 - (i) Age Discrimination Act of 1975 (42 USC §§6101, et seq., State Program, Final Rule);
 - (ii) Section 504 of Rehabilitation Act of 1973 (29 USC §794);

Regulations are at 24 CFR, Part 570.601;

- (e) Section 3 of the Housing and Urban Development Act of 1968 (12 USC §1701u), which requires that, to the



greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that contracts for work in connection with the project be awarded to businesses in or owned in substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

- (f) Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with federally-assisted construction contracts. Regulations are at 24 CFR, Part 130 and 41 CFR, Part 60-1.
- (g) Section 504 of the Rehabilitation Act of 1973, as amended, which establishes policies, goals and procedures for assuring no otherwise qualified individual with disabilities is, solely on the basis of the disability, denied benefits, subjected to discrimination or excluded from participation in any program or activity receiving federal assistance.

(2) Labor Standards

- (a) Davis-Bacon Act (40 USC 276a-276a-5), which requires payment of the prevailing wage for the locality to workers on most construction contracts above \$2,000. Housing rehabilitation projects of fewer than eight units are exempt. Regulations are at 29 CFR §5. The Contractor further certifies that it shall include in its bidders' packages the U.S. Department of Labor Wage Determination List and a statement that the Contractor and any subcontractors must comply with these wage rates in performance of the work required;
- (b) Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all contracts covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- (c) Contract Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

(3) Environment

- (a) National Environmental Policy Act of 1969 (42 USC §§4231, et seq.) (NEPA) and other provisions of law that further the purposes of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;
- (b) The Contractor's chief executive officer hereby assumes the status of a responsible federal official under NEPA and accepts jurisdiction of the State and federal courts for the purpose of enforcement responsibilities as such an official;



- (c) Finding of Exemption: With regard to the environmental requirements of NEPA and the environmental requirements of related federal authorities, it is the finding of the Contractor that the activities identified in 24 CFR 58.34(a)1-11, are exempt activities including Administration and Engineering/ Architectural services. Upon execution of this contract these listed activities require no further environmental review.
- (d) Finding of Categorical Exclusion/Not subject to 24 CFR 58.5: With regard to the environmental requirements of NEPA and environmental requirements of related federal authorities, it is the finding of the Contractor that the activity of Purchase of Equipment located in 24 CFR 58.35(b) is a Categorically Excluded activity not subject to 24 CFR 58.5. Upon execution of this contract, this activity requires no further environmental review.
- (4) Acquisition and Relocation: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (P.L. 91-646, P.L. 100-17). Section 305 of Title III and Section 210 of Title II require State and local recipients to comply with real property acquisition and relocation requirements set forth in said Act. Regulations are at 49 CFR, Part 24;
- (5) Lead-Based Paint: Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §§4831, et seq.), which prohibits the use of lead-based paint in residences for which federal assistance is provided. Regulations are at 24 CFR, Part 35;
- (6) Debarment and Suspension: The Contractor certifies it will require certification from subcontractors that neither the subcontractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any proposal submitted as required by 24 CFR, Part 570.489.
- (7) The Contractor certifies that it is in compliance with 25 O.S.§1313(B).
- (8) The patent rights to any discovery or invention developed as part of the specific activity funded by Community Development Block Grant funds shall belong to the United States Department of Housing and Urban Development.

8. HOLD HARMLESS CLAUSE

- a. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Contractor. The Contractor shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from



any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for the Contractor, the Contractor will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers and employees for all the hereinbefore-described expenses, claims, actions or amounts recovered.

- b. In the event the Contractor chooses to use volunteer labor to assist in the project activities, the Contractor shall bear any and all liability for any injury or harm caused by the volunteer labor or any harm or injury to the volunteer labor.

9. POLITICAL ACTIVITY

- a. All employees of the Contractor shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §§1501, et seq., 18 USC §595).
- b. No portion of the contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- c. No portion of the contract funds may be used for lobbying activities.

10. NO-CONFLICT COVENANT

The Contractor covenants that no officers or employees of any governing board of the Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. The Contractor further covenants that in the performance of this contract no person having any such interest will be employed. The Contractor covenants that no employee of ODOC has any interest, direct or indirect, nor has any employee of ODOC received anything of value in connection with this contract.

11. PUBLICATIONS AND OTHER MATERIALS

- a. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- b. Any publication or other material produced as a result of this contract shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the Oklahoma Department of Commerce.

12. CONTRACT ADMINISTRATION

- a. The Contractor shall comply with Treasury Circular 1075, concerning cash management of federal funds and with ODOC



requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.

- b. The Contractor shall comply with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except as directed other-wise in writing by ODOC, as they relate to the application, acceptance and use of federal funds, and with ODOC requirements pursuant thereto, which are published in the ODOC CDBG Project Management Guide.

13. COMPENSATION TO CONTRACTOR

- a. Funds made available pursuant to this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ODOC. No ODOC funds may be used for expenses incurred prior to the contract start date. No ODOC funds may be used for expenses incurred after the contract end date.
- b. If this contract is funded by both loan and grant resources, ODOC will disburse the loan funds until all loan money has been expended. Any further funds disbursed will be charged to the grant portion of this contract. All administrative funds will be disbursed from loan funds.
- c. ODOC shall disburse funds to the Contractor upon receipt and approval by ODOC of timely, properly executed Requests for Funds. The Contractor may submit a Request for Funds as often as necessary to meet its financial obligations. All funds received shall be expended within fifteen (15) days of receipt. The Contractor shall submit an actual Monthly Expenditure Report by the tenth (10th) of the following month.
- d. All requests for funds should be submitted to the ODOC during the period funded. A final claim may be submitted no later than sixty (60) days after the final date of the period funded. Said claim will be allowed only for reimbursement of actual expenditures. Any claim submitted after the sixty (60) days may be disallowed by ODOC.
- e. If ODOC determines that payment based on estimated expenditures is resulting in accumulation of excessive balances of cash on hand, ODOC may modify the basis for compensation to the Contractor to effect proper cash management.
- f. If a question arises as to the validity of any claim made under this contract and the parties are unable to resolve such question by negotiation, then the Contractor may request a resolution of the question pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.

14. PROCUREMENT

- a. Procurement, management and disposition of property acquired with contract funds shall be governed by federal and State law and as directed by ODOC in the CDBG Project Management Guide. Applicable State laws include the Public Competitive Bidding Act of 1974, 61 O.S. §§101, et seq.



- b. Materials acquired for construction purposes shall be deemed real property once they have become part of the construction.

15. RECORDS, REPORTS, DOCUMENTATION

- a. The Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. Specific types and forms of record are required in ODOC CDBG Project Management Guide previously received by the Contractor.
- b. The Contractor shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later. All records and accounts shall be made available on demand to the Oklahoma State Auditor and Inspector, HUD, the Comptroller General and ODOC, its agents and designees, for inspection and use in carrying out its responsibilities for administration of funds.
- c. The Contractor shall maintain adequate documentation to ensure compliance with the national objective of low and moderate-income benefit during the life of the project in accordance with the policies and procedures of the CDBG Project Management Guide.
- d. The Contractor shall provide the following reports to ODOC:
 - (1) Jobs Creation and Beneficiaries Quarterly Report for each calendar quarter. Said reports shall be due January 20, April 20, July 20 and October 20 of each year until all positions have been created and project closeout has been approved and documented by ODOC;
 - (2) The Contractor shall collect, maintain and report to ODOC ancillary beneficiary information, resulting from the project's infrastructure improvements for a period of one (1) year after completion of the infrastructure improvements.
- e. The Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of this contract.

16. CLOSING OUT OF PERIOD FUNDED

- a. Contractor shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded.
- b. ODOC may unilaterally modify this contract to subtract the total amount of funds not obligated by the Contractor as of the final date of the period funded.
- c. The Contractor cannot close out the contract until the total projected jobs identified in Part III have been created and all monitoring issues



have been resolved and approved by ODOC.

- d. The Contractor shall submit closeout documents in accordance with the forms and Requirement in the CDBG Project Management Guide no later than sixty (60) days after the final date of the period funded or upon completion of the project and creation of the required jobs as identified in Part III, whichever comes first.

17. AUDIT, DISALLOWED COSTS

- a. The Contractor shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- b. The Contractor shall provide ODOC with timely copies of reports on any audits that include funds received from ODOC.
- c. In the event an audit results in the determination that the Contractor has expended contract funds on unallowable costs, Contractor shall reimburse ODOC in full for all such costs.

18. PROGRAM INCOME

The Contractor shall account to ODOC for all Program Income resulting from this agreement, as provided in 24 CFR 570.489(e). Disposition of Program Income will be determined by ODOC.

19. INTERPRETATION, REMEDIES

- a. In the event the terms or provisions of this contract are breached by either party or in the event a dispute shall arise between the parties regarding the meaning, requirements or interpretation of the terms and provision of this contract, then such breach or dispute shall be resolved pursuant to the terms of this contract and the administrative procedures available through ODOC rules promulgated pursuant to the Oklahoma Administrative Procedures Act, 75 O.S. §§251, et seq.
- b. Neither forbearance nor payment by ODOC shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

20. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by ODOC, in whole or in part, for cause, after notice and an opportunity for the Contractor to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with the General Rules of Practice and Procedure of the Department. Grounds constituting cause include but are not limited to:
 - (1) The Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, including ODOC policies and issuances, or is unduly dilatory in executing its commitments under this contract;



- (2) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out;
 - (3) The Contractor has submitted incorrect or incomplete documentation pertaining to this contract;
 - (4) The Contractor is unduly dilatory in executing its commitments under a prior contract with ODOC, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.
- c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action, and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible obligations, prepaid expenses and other costs.
- d. The Contractor shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this agreement by the Contractor. ODOC may withhold payments due under this agreement pending resolution of the damages.
- e. ODOC reserves the right to cancel, suspend or terminate this contract without notice, in the event the Contractor has outstanding issues relating to another contract with ODOC. These issues include but are not limited to:
- (1) Failure to timely submit any required reports;
 - (2) Failure to respond to any communication from ODOC; and
 - (3) Failure to abide by any programmatic or ODOC requirements.

21. SEVERABILITY CLAUSE

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



The City of Durant

Grants Department

Memorandum

Date: 4/2/2018
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration To Approve Wall Engineering Work Order DU-17-02 For Engineering Services Related To The Water And Wastewater Infrastructure To Support The SteelFab, Inc. Project (C-2018-18)

The attached Work Order DU-17-02 is for the necessary engineering services related to the infrastructure funded by 17166 CDBG-ED for SteelFab, Inc. facility.

Council Information / Action Requested

Council requested to approve Work Order DU-17-02

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

Becca and staff will process for the grant requirements.

ATTACHMENTS:

Description	Type	Upload Date
Wall Engineering Work Order DU-17-02	Cover Memo	4/2/2018

WORK ORDER FOR PROFESSIONAL SERVICES

CITY OF DURANT OKLAHOMA

WORK ORDER NUMBER DU-17-02

CDBG-EDIF STEELFAB WATER & SEWER IMPROVEMENTS

This will constitute authorization by CITY OF DURANT, OKLAHOMA (Owner) for WALL ENGINEERING, LLC (Engineer) to proceed with the outlined scope of services as defined below in accordance with "EJCDC Agreement for Engineering Services – Work Order Addition" previously approved by Owner.

**PROJECT: DESIGN, BIDDING & CONSTRUCTION SERVICES
CDBG-EDIF STEELFAB WATER AND SEWER IMPROVEMENTS**

- Participate in meetings with the Owner and other entities as required to define the project requirements
- Conduct and/or have conducted project survey as required
- Prepare Plans and Specifications based on project requirements
- Obtain approval of Plans and Specifications from Owner and other entities as required (ODEQ Permit to Construct)
- Prepare bid packages, and assist owner in obtaining bids from contractors for the construction of the improvements.
- Prepare Contract documents, coordinate contract execution and conduct preconstruction conference.
- Provide construction oversight services including review of contractors work, approving contractors pay estimates, review change order requests, and be the final judge of acceptance of the work performed by the contractor.
- Provide Construction Inspection Services
- Conduct Final Inspection and Project Closeout

For performing the engineering services described, the Engineer is to be paid based on a lump sum amount of \$111,785.00 to be paid based on percent complete of services proposed. The prices for all work proposed by the Engineer are more particularly described as follows. The fees are set by the Oklahoma Department of Commerce for CDBG-EDIF projects:

Engineering Report, Engineering Design, Plans, Specs, Bidding, Contracting & Construction Engineering	\$ 69,478.00
Survey	\$ 20,011.00
Construction Inspection & Oversight	<u>\$ 22,296.00</u>
Total	\$111,785.00

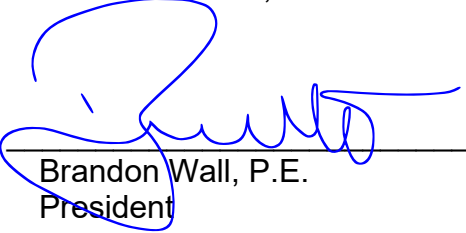
APPROVED:

ACCEPTED:

CITY OF DURANT, OKLAHOMA

WALL ENGINEERING, LLC

By: _____
Mayor

By: _____
Brandon Wall, P.E.
President

ATTEST:

City Clerk

Date: _____

Date: 04/04/18



The City of Durant

Grants Department

Memorandum

Date: 4/3/2018
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration To Approve Asphalt Materials Expenditure To Be Purchased Through The OK State Contract SW081 For Necessary Street Repairs Caused By Water Line Installation Damage On Parkland And East Main Streets

Street Repairs are necessary in the roadway areas damaged by the CMC water line infrastructure installation damage. The water line installation was part of the grant approved improvements supporting the CMC facility.

These materials are reimbursable items within the 16802 CDBG-ED 16 grant budget. RFAP 2016-102 includes this amount.

The attached estimate was provided by James Young, Streets Superintendent.

Council Information / Action Requested

Consideration to approve this material purchase.

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

Becca and James will proceed with the procurement process to allow for the Streets Dept to begin as soon as possible.

ATTACHMENTS:

Description	Type	Upload Date
Street Dept Roadway Estimate CMC	Cover Memo	4/3/2018



THE CITY OF DURANT
Office of the Street Superintendent

CMC
16802 CDBG 16
Street Repair Estimate
Project # 631

Necessary repairs due to:
Water Line Installation
Street Damage

1. Parkland to E Main on Mclean Patch

Street cut 750' x4' x4" and overlay 750'x22'x4"

Asphalt street cut 750' x 4' x 4" 100 tons @ \$51.95 = \$5,195.00
Asphalt over lay 750'x22'x2" 210 tons @ \$51.95 = \$10,909.50

2. E Main to Hillcrest on Mclean

Reconstruct 600' x 27'

Base rock 800 tons @ \$14.00 = \$11,200.00
Asphalt 510 tons @ \$51.95 = \$26,494.00

Total Asphalt \$42,598.50 (OK State Contract SW 081: 2/1/17 to 1/31/19)

Total Base Rock \$11,200.00

Grand Total \$53,798.50



The City of Durant

Office of City Clerk

Memorandum

Date: 4/2/2018
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Discussion and Hiring for the Position of City Treasurer (This Executive Session Authorized by Title 25, Section 307 B(1) of the Oklahoma State Statutes)

Council Information / Action Requested

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



The City of Durant

Office of City Clerk

Memorandum

Date: 4/2/2018
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Action Pursuant to Item 4(a)

Council Information / Action Requested

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