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

4:45 PM | **Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma** | **August 31, 2016**

SPECIAL AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consider Approval of Memorandum of Understanding Between the City of Durant and Commercial Metals Company (C-2016-71)

2. **Executive Session**

   a. Consider Executive Session to Discuss Hiring of City Manager (This Executive Session Authorized by Title 25, Section B(1) of the Oklahoma State Statutes

   b. Consider Action Pursuant to 2(a) Above

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 25th day of August, 2016 and that an agenda of said meeting was posted at the place of such meeting at 4:21 p.m. on the 30th day of August, 2016.

_____

Cynthia J. Price, City of Durant

Agenda Item: 1.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/30/2016
To:	Mayor and City Council
From:	Jacque Wilson, Projects Manager
Re:	Consider Approval of Memorandum of Understanding Between the City of Durant and Commercial Metals Company (C-2016-71)

Council Information / Action Requested

Approval of Memorandum of Understanding Between the City of Durant and Commercial Metals Company (C-2016-71).

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

ATTACHMENTS:

Description	Type	Upload Date
MOU (C-2016-71)	Exhibit	8/30/2016

C-2016-71
MEMORANDUM OF UNDERSTANDING
CITY OF DURANT AND COMMERCIAL METAL COMPANY

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

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

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

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

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

1. The maintenance and responsibility of those certain portions of the Improvements consisting of the lift station, backup generator, forced main piping and contents of the pipe before the take-over point (the "TOP") on the underground vault ("UG vault") are the sole responsibility of CMC.
2. The maintenance and responsibility of those certain portions of the Sewer System consisting of the forced main piping, check valves, meters, and contents of pipe located downstream of the TOP on the UG vault are the sole responsibility of the City of Durant. In the event that

any issues arise in the forced main pipe downstream of the TOP on the UG vault, including, but not limited to reduced flow, blockage, line breaks (which may be determined by increased pressure both inside and outside of CMC property), it shall be the sole responsibility of the City of Durant to resolve such issues, with time being of the essence. Such work shall also include proper cleaning of the area.

3. After eleven (11) months have elapsed on the operation of the lift station, the engineer and/or installation company shall inspect the system and perform normal preventive maintenance; such maintenance shall include the purchase and replacement of any parts which are entering failure mode or are found to be prematurely worn prior to the manufactures estimated life span.
4. The City acknowledges and agrees that all construction on CMC property will abide by CMC's safety rules and will work through CMC Construction for access and schedule.
5. The Community Development Block Grant (CDBG) grant will be used to purchase the material required for the water and sewer infrastructure and be used to complete its construction.
6. The City shall fully defend, indemnify, and hold harmless CMC and its successors and assigns from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and wrongful death (each, a "Loss")), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, that are related to the Sewer System except to the extent such Loss arises out of the negligence or willful misconduct of CMC or its officers, owners, personnel, employees, grants, contractors,

invitees, or volunteers. CMC shall fully defend, indemnify, and hold harmless the City from any and all Losses, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, that are related to the Improvements except to the extent such Loss arises out of the negligence or willful misconduct of the City or its officers, owners, personnel, employees, grants, contractors, invitees, or volunteers.

7. These indemnifications apply to and include, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expense and shall survive termination of this agreement.

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

Approved this date by CMC

_____, 2016

Commercial Metals Company

By: _____

Approved this date by the City

_____, 2016

CITY OF DURANT

By:_____
Stewart Hoffman, Mayor

Attest:

_____
Cynthia J. Price, City Clerk

Agenda Item: 2.a.

The City of Durant

Office of City Clerk

Memorandum

Date:	8/24/2016
To:	Mayor and City Council
From:	Cynthia J. Price, City Clerk
Re:	Consider Executive Session to Discuss Hiring of City Manager (This Executive Session Authorized by Title 25, Section B(1) of the Oklahoma State Statutes

Council Information / Action Requested

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

Agenda Item: 2.b.

The City of Durant

Office of City Clerk

Memorandum

Date: 8/31/2016
To: Mayor and City Council
From: Cynthia J. Price, City Clerk
Re: Consider Action Pursuant to 2(a) Above

Council Information / Action Requested

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