

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

12:30 PM

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

January 20, 2023

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Action May Include Approval of Amended Change Order #4 and Amended Contract Conditions Included with Change Order #4
- b. Consider Approval of Resolution Modifying the Non-Collective Bargaining Unit Wage and Salary Plan; Providing Effective Date (R-2023-01)
- c. Consider Approval of Amended Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Two, Ward Three, Ward Four and At Large in the City of Durant, Oklahoma
- d. Consideration and Possible Approval of Contract with City Manager Lisa Taylor

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 17th day of January, 2023 and that an agenda of said meeting was posted at the place of such meeting at 7:35 a.m. on the 19th day of January, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 1/20/2023
To: Mayor and City Council
From: Tom Marcum, City Attorney
Re: Update, Discussion and Possible Action Regarding University Boulevard from Westside Drive to Gates Avenue Construction Project. Possible Action May Include Approval of Amended Change Order #4 and Amended Contract Conditions Included with Change Order #4

Council Information / Action Requested

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

ATTACHMENTS:

1. 2023-01-18 Schiralli Durant Amended Change Order 4
2. 2023-01-18 Amended Change Order Conditions

Date of Issuance:	Effective Date:
January 20, 2023	January 20, 2023
Owner: City of Durant	Owner's Contract No.: DU-20-03
Contractor: Schiralli Construction Corp.	Contractor's Project No.: DU-20-03
Engineer: Wall Engineering, LLC	Engineer's Project No.: DU-20-03
Project: University Blvd Improvements	Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order:

Change Order incorporates all items in the attachment as well as the submitted project schedule by reference.

Attachments: Summary of Changes

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 3,096,505.16	Original Contract Times: Substantial Completion: 210 Days Ready for Final Payment: 240 Days days or dates
[Increase] from previously approved Change Orders No. 1 to No. 3 : \$ 722,249.54	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3 : Substantial Completion: 133 days Ready for Final Payment: 133 days days
Contract Price prior to this Change Order: \$ 3,818,754.70	Contract Times prior to this Change Order: Substantial Completion: 343 Days Ready for Final Payment: 373 Days days or dates
[Increase] of this Change Order: \$ 0.00	[Increase] of this Change Order: Substantial Completion: 310 Days Ready for Final Payment: 310 Days days or dates
Contract Price incorporating this Change Order: \$ 3,818,754.70	Contract Times with all approved Change Orders: Substantial Completion: 613 Days August 18, 2023 Ready for Final Payment: 643 Days September 17, 2023 days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	By:	By:			
Engineer	Owner	Contractor			
Title: President	Title Mayor	Title			
Date: 01/20/2023	Date 01/20/2023	Date			

CONTRACT CONDITIONS INCLUDED WITH CHANGE ORDER #4

1. By execution of Change Order #4, Owner, City of Durant ("City") agree to:
 - a) Rescind termination of Contract and reinstate Contract as executed except for items listed herein
 - b) Increase Contract Time to substantial / final completion by 270 days
 - (i) Substantial Completion 08/18/2023
 - (ii) Final Completion 09/17/2023
 - c) Adjust any milestone dates subject to adjustment for weather days and other delays requested and approved by the City.
 - d) Waive liquidated damages accrued to date
 - e) Pay actual remobilization costs of subcontractors W. Brown Enterprises, Inc., and Action Safety Supply Co. Costs will include detailed invoicing of equipment, employees, mileage, and other costs actually incurred and associated with remobilization only. Remobilization costs not to exceed \$60,000.00 combined. Agreed remobilization costs shall be divided into four equal installments and shall be paid to Contractor contingent upon the milestone completion deadlines set forth herein below. For each milestone deadline successfully completed, the City will distribute an installment of the agreed remobilization costs. Failure by Contractor to successfully complete work contemplated by any milestone deadline will result in the forfeiture of all unpaid remobilization installments and retention of installments by the City.
2. By execution of Change Order #4, Contractor, Schiralli Construction Corp. ("Contractor") agree to:
 - a) Mobilize and continue the project in accordance with original Contract except for items listed herein
 - b) Provide the increased costs, which are as follows: Schiralli's increased costs are \$103,973.45 (i.e., concrete, labor, extended traffic control, etc.); and, Midstate Traffic Control's costs are \$45,822. City agrees to pay actual increased costs incurred by Contractor up to the amount set forth herein and supported by sufficient evidence to document increased costs. With respect to the increased costs specifically related to Schiralli, Schiralli is willing to have these costs paid by installments over several pay applications.
 - c) Provide a revised pay application for materials on site. Please see Pay Application No. 6, reflecting the amounts for on site materials for W. Brown and Midstate Traffic Control.
 - d) Contractor and Wall Engineering to consult and agree on an action plan for compaction of the portion of the project between Gates Avenue and University Place.
 - e) Provide an overall staffing plan for the project by January 23, 2023, and additional weekly staffing plans for each week's planned work. Schiralli's key staffing will include the following individuals:
 - i. JT Talamendez – Superintendent
 - ii. Austin Schiralli – Project Manager
 - iii. Kasey Kuykendall – Grading Superintendent
 - iv. Ron Brawdy – Concrete Superintendent
 - f) Provide a comprehensive traffic control plan through Action Safety corresponding with project schedule updated weekly to reflect any modifications.

- g) Meet weekly with the City and/or its designee and provide updates as to work completed and work planned for the upcoming week.
- h) Complete the project for the funds remaining in the existing contract except as specifically set forth herein.
- i) Midstate Traffic Control has been engaged to install the traffic signal at University Boulevard and Radio Road. The timing of the installation and the availability of the subcontractor to perform the installation will be in accordance with dates outlined in the revised and approved project schedule.
- j) Meet the following milestone completion deadlines consistent with the schedule provided to the City by Contractor:

i) Gates to University Place	03/16/2023
ii) University Place to Radio Road	05/04/2023
iii) Radio Road to Westside, West Bound	07/04/2023
iv) Radio Road to Westside, East Bound	08/17/2023
- k) Pay Liquidated damages for failure to meet milestone deadlines outlined here in the amount of Two Thousand Dollars (\$2,000) per day.
- l) Provide a weekly schedule to the City in a format agreed upon by the parties and consistent with the revised project schedule. The schedule should outline anticipated delays, if known, and the course of action to return to the project to stated milestone completion dates.
- m) Contractor will pay its own remobilization costs.



The City of Durant

Memorandum

Date: 1/20/2023
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: Consider Approval of Resolution Modifying the Non-Collective Bargaining Unit Wage and Salary Plan; Providing Effective Date (R-2023-01)

Council Information / Action Requested

Approval of Resolution Modifying the Non-Collective Bargaining Unit Wage and Salary Plan; Providing Effective Date (R-2023-01)

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

ATTACHMENTS:

1. R-2023-01 Resolution Modifying the Non-Collective Bargaining Unit Wage and Salary Plan; Providing Effective Date
2. Organizational Chart October 2022

RESOLUTION R-2023-01

A RESOLUTION MODIFYING THE NON-COLLECTIVE BARGAINING UNIT WAGE AND SALARY PLAN; PROVIDING EFFECTIVE DATE.

WHEREAS, Title 11, Section 10-106 of the Oklahoma Statutes empowers the Durant City Council to create, change, and abolish offices and departments of the City; and,

WHEREAS, the Public Works Director serves as a Division Head; and,

WHEREAS, other Division Head positions are included in Grade 14 of the Non-Collective Bargaining Unit Wage and Salary Plan.

NOW THEREFORE BE IT RESOLVED that the Durant City Council hereby acts as follows;

Section 1: The following office, currently existing, shall be moved from Grade 13 to Grade 14 of the Non-Collective Bargaining Unit Wage and Salary Plan which shall be amended to conform accordingly:

1. Public Works Director.

Section 2: The modifications contained herein shall become effective immediately upon approval.

PASSED AND APPROVED this 20th day of January, 2023.

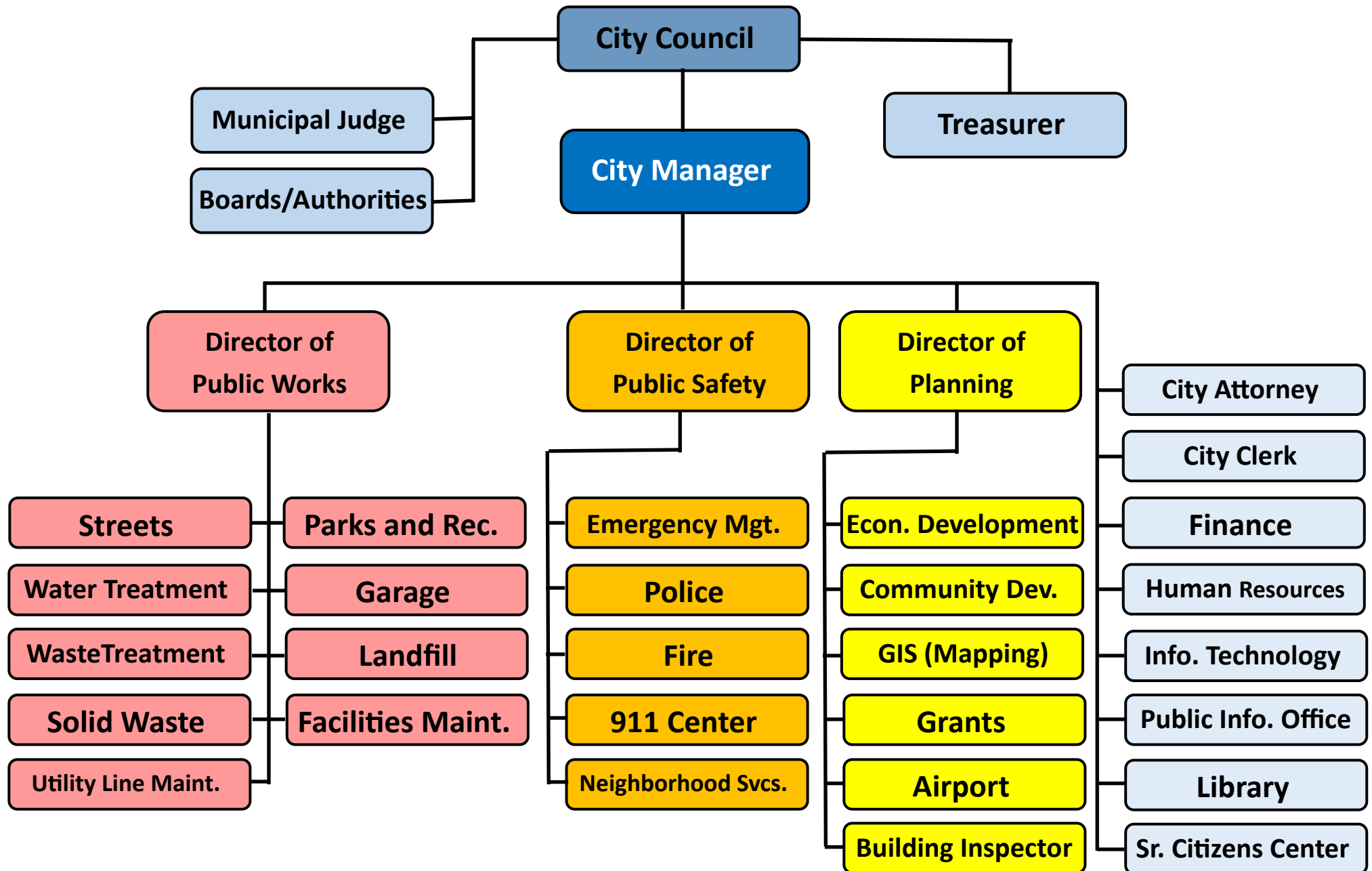
DURANT CITY COUNCIL

Mayor

ATTEST:

Cynthia J. Price, Secretary

City of Durant Organizational Chart





The City of Durant

Memorandum

Date: 1/20/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Amended Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Two, Ward Three, Ward Four and At Large in the City of Durant, Oklahoma

Council Information / Action Requested

Approval of Amended Resolution No. 2022-19 Calling for Non-Partisan General Election of Council Member for Ward Two, Ward Three, Ward Four and At Large in the City of Durant, Oklahoma

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

ATTACHMENTS:

1. Amended Resolution 2022-19 Calling for Non-Partisan General Election for Ward 2, 3, 4, At Large

AMENDED RESOLUTION NO. 2022-19

**A RESOLUTION CALLING FOR NON-PARTISAN GENERAL ELECTION
OF COUNCIL MEMBER FOR WARD TWO, WARD THREE, WARD FOUR AND AT-LARGE
IN THE CITY OF DURANT, OKLAHOMA**

BE IT RESOLVED by the governing body of the City of Durant that for the purpose of electing officers of said City, that a nonpartisan general election shall be held on Tuesday, April 4, 2023; and

BE IT FURTHER RESOLVED that the filing period for electing officers of said City of Durant shall begin at 8:00 a.m. on Monday, February 6, 2023 and close at 5:00 p.m. on Wednesday, February 8, 2023; and

BE IT FURTHER RESOLVED that the officers of said City to be elected are nominated by ward and elected at large for Wards Two, Three, and Four. For the At-Large Council Member seat, the officer will be nominated at large and elected at large; and

BE IT FURTHER RESOLVED that the following officers will be elected for four year terms:

Council Member Ward Two – Expires 2025, filling unexpired term of vacancy
Council Member Ward Three - Expires 2027
Council Member Ward Four - Expires 2027
Council Member At Large - Expires 2027

BE IT FURTHER RESOLVED that each candidate must be a qualified elector by virtue of being a resident and registered voter within the ward for at least six (6) months prior to filing a declaration of candidacy; and

BE IT FURTHER RESOLVED that absentee ballots will be provided in accordance with Oklahoma state law.

BE IT FURTHER RESOLVED that the following precincts are only partially contained within municipal boundaries:

Precinct No. 070004 Poll Location: Ist Baptist Church of Durant, Durant
Precinct No. 070012 Poll Location: Kenefic Baptist Church, Kenefic
Precinct No. 070017 Poll Location: Rock Community Building, Caddo
Precinct No. 070018 Poll Location: Calera Methodist Fellowship Bldg, Calera
Precinct No. 070019 Poll Location: Kiamichi Tech, Wes Watkins Rm., Durant
Precinct No. 070021 Poll Location: Cobb Community Building, Durant
Precinct No. 070026 Poll Location: Victory Tabernacle, Durant
Precinct No. 070027 Poll Location: 7th Day Adventist, Durant
Precinct No. 070033 Poll Location: Faith Lutheran Church, Durant

ADOPTED this 20th day of January, 2023.

CITY OF DURANT, OKLAHOMA

DANNY SHERRER, VICE-MAYOR

ATTEST:

CYNTHIA PRICE, CITY CLERK



The City of Durant

Memorandum

Date: 1/20/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consideration and Possible Approval of Contract with City Manager Lisa Taylor

Council Information / Action Requested

Approval of Contract with City Manager Lisa Taylor

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

ATTACHMENTS:

1. City Manager Draft Contract

Employment Agreement

This Agreement, made and entered into this 20th day of January, 2023, by and between the City of Durant, Oklahoma, a municipal corporation, (hereinafter called "City") and Lisa Taylor, (hereinafter called "Employee"), both of whom agree as follows:

Section 1. Term

This agreement shall remain in full force and effect until terminated by either party as provided below.

Section 2. Functions and Duties

City agrees to employ Employee as City Manager to perform the functions and duties specified in Oklahoma State Statutes, the City of Durant, Oklahoma, ordinances and City policies and to perform other legally permissible and proper duties and functions.

Section 3. Compensation

City agrees to pay Employee an annual base salary of \$____,____.00, which is due and payable at the same time other management employees of the City are paid. The City agrees that Employee's performance shall be reviewed on an annual basis. The City further agrees that Employee shall automatically receive annual salary increases, without formal City Council action, in an amount equal to the average dollar amount increase given all other municipal employees.

Section 4. Health, Disability and Life Insurance Benefits

The City agrees to provide to Employee health, disability and life insurance coverage, and other benefits, provided other employees in the same manner as such are provided said other employees. Furthermore, the City agrees to pay the full premium for health insurance for the Employee.

Section 5. Vacation, Sick, and Holiday Leave

A. Employee shall accrue vacation, sick and holiday leave at the same rate as any other management employee with the City of Durant, Oklahoma.

Section 6. Retirement

The City agrees to contribute a percentage of the Employee's base salary into the Oklahoma Municipal Retirement Fund (OKMRF), or other retirement account selected by the employee, on behalf of the Employee and solely for her benefit, based upon the highest percentage rate provided for any other employee or employee group of the City.

Section 7. Automobile Allowance

A. Employee shall be paid a \$500.00 per month automobile allowance. This allowance is in lieu of reimbursement of mileage or other expenses Employee may incur for use of her automobile for City purposes. The Employee shall be responsible for all costs of maintenance and operation of his vehicle. Employee shall, at all times, maintain automobile liability insurance on any vehicle she uses for City purposes. Such insurance shall have coverage limits acceptable in the form and amount to the City (100/300/100). Employee shall provide a certificate or evidence of such insurance to the City. Employee will be eligible for mileage reimbursement for trips with a distance greater than 75 miles one-way from Durant. Mileage will be reimbursed in an amount per mile as determined by the Internal Revenue Service.

B. City further agrees that even though an automobile allowance is paid pursuant to this agreement, Employee is authorized to drive any City-owned vehicle and/or equipment, for business related activities, since the intent of this provision is to authorize such usage while recognizing that there will be times in which public safety-, emergencies, or other work-related reasons, justify the use of a City-owned vehicle. Furthermore, the payment of an automobile allowance is not intended to preclude the use of a City-owned vehicle in any instance, but instead is to compensate for use of the Employee's vehicle for many work-related activities.

Section 8. Professional Memberships and Meetings; Other Expenses

A. City shall pay for Employee's memberships in the City Management Association of Oklahoma (CMAO) and the International City/County Management Association (ICMA); City shall pay for the Employee to attend CMAO and ICMA conferences. City will pay for such other professional memberships and conference attendance as may be approved and budgeted by the City Council.

B. City recognizes that the Employee may incur expenses of a non-personal and job-related nature. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget; submitted to the City Council for approval; and supported by detailed expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

Section 9. Cellular Telephone

City shall provide the Employee with a cellular telephone and pay all costs thereof of said phone and service plan

Section 10. Indemnification

City shall defend, hold harmless and indemnify Employee against any demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment.

Section 11. Termination and Severance Pay

A. Any Councilmember who desires to include an agenda item to discuss the termination of the Employee shall, seven (7) business days prior to doing so, advise the Employee of the basis for termination, in writing, and provide the Employee with not less than twenty (20) business days to provide a written response to the requesting Councilmember.

B. If the Employee's written response does not resolve the dispute to the satisfaction of the Councilmember, then the Mayor, Employee and the Councilmember shall meet in an attempt to resolve the dispute. If the dispute is initiated by the Mayor, then the Vice Mayor, Employee and the Councilmember shall meet in an attempt to resolve the dispute.

C. If upon meeting, the dispute is not resolved, the possible termination of the Employee may be included on the next agenda if requested, in writing, to the Employee, by the requesting Councilmember.

D. These procedures shall not apply to any allegation of criminal conduct nor shall they apply to an annual and/or semi-annual routine performance review in which the City evaluates, reviews, and/or discusses the job performance of the Employee.

E. Pursuant to Oklahoma State Statutes, the City reserves the right to terminate Employee at any time, for any reason or for no specific reason. City agrees that, in the event Employee is terminated, Severance Pay shall be allowed Employee pursuant to the policy set forth below, unless Employee is terminated for Just Cause, with Just Cause being defined as follows:

1. Use of alcohol or drugs that impedes performance of duties.
2. Conviction of a felony, or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose).
3. A proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy.
4. Willful and repeated failure to carry out the lawful directives or policy decisions of the City Council.
5. Willful abandonment of the position or continued and unexcused absence from duty.

In the event of a termination of employment for Just Cause, City shall have no obligation to continue the employment of Employee or pay any severance.

F. Severance Pay shall be paid as follows:

1. Severance Pay shall be paid in an amount equal to six (6) months annual salary, based on the Employee's current salary rate at the time of termination, including all benefits and any accrued vacation leave and sick leave.
2. In the event that the termination of employment takes place within ninety (90) days of the election of a new city council member, the amount of severance pay will increase to an amount equal to twelve (12) months annual salary, based on the Employee's current salary rate at the time of termination,

including all benefits and any accrued vacation leave and sick leave.

3. Severance Pay shall include all benefits existing at the time of termination; said benefits to continue for the entire severance period.
4. Severance Pay shall be paid commencing within ten (10) calendar days of Employee's termination.

G. In the event the City, at any time during the employment term, reduces the salary or other financial benefit of Employee, in a greater percentage than an applicable across-the-board reduction for all other employees, or in the event the City refuses, following written notice, to comply with any other provisions benefitting Employee herein, or the Employee resigns or retires following a suggestion by the Employer that she resign or retire, respectively, Employee may, at her sole option, be deemed to be "terminated" within the meaning and context of the severance pay provision, contained in Section 11, of this Agreement.

H. In the event Employee voluntarily resigns her position with the City, without inducement, then the Employee shall not be entitled to severance pay and benefits as set forth in Section 12 of this agreement. In the event of such voluntary resignation, the Employee shall give the City three (3) weeks advance notice, in writing.

Section 12. Responsibilities after Termination

A. The parties agree that following termination of Employee's employment, certain responsibilities to the City may continue to exist, such as assistance with transaction to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by City, not to exceed twenty (20) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee's sole option, with reimbursement of actual, necessary expenses.

Section 13. General Provisions

A. This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written examination may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. This Agreement shall become effective on October 11, 2022.

D. The invalidity or partial invalidity of any portion of this agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the City has appropriated sufficient funds to satisfy the terms and conditions of this Agreement and executed it on behalf of its Mayor and attested to by the City Clerk, and the Employee has signed and executed this Agreement, on January 20, 2023.

CITY OF DURANT, OKLAHOMA

EMPLOYEE

Danny Sherrer, Acting Mayor

Lisa Taylor

ATTEST:

Cynthia J. Price, City Clerk

Thomas Marcum, City Attorney