

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 INDUSTRIAL AUTHORITY

4:00 PM

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

November 8, 2021

SPECIAL AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

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

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Discussion, Consideration, and Possible Action on Terminating Lease Agreements on All Properties Owned by the Durant Industrial Authority.
- b. Discussion, Consideration and Possible Action on Reappointment of Jeff Hammock to an Additional Two-year Term to the Durant Industrial Authority.

5. Executive Session

- a. Consider Entering Executive Session: Confer on Matters Pertaining to Economic Development, Including the Transfer of Property, Financing, or the Creation of a Proposal to Entice a Business to Remain or to Locate within Their Jurisdiction if Public Disclosure of the Matter Discussed would Interfere with the Development of Products or Services or if Public Disclosure would Violate the Confidentiality of the Business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the

Oklahoma State Statutes.

- b. Return from Executive Session
- c. Consider Action Pursuant to Item 5 a.

6. New Business

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 2nd day of November, 2021 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 3rd day of November, 2021.

A handwritten signature in cursive script that reads "Ellie Flynn".

Ellie Flynn, City of Durant



The City of Durant

Memorandum

Date: 11/8/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discussion, Consideration, and Possible Action on Terminating Lease Agreements on All Properties Owned by the Durant Industrial Authority.

Council Information / Action Requested

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

ATTACHMENTS:

1. 1-1-19 Revised Robert Self-121 Acre Land Lease Agrmt
2. 2021 Lease Memo
3. Dale lease agreement (2)
4. Bush Lease Agreement

Durant Industrial Authority Farm Lease Agreement Revised

I. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY

This lease agreement is entered into this 1st day of January, 2019, between the **Durant Industrial Authority**, Landlord, of **215 North Fourth Street, Durant, Oklahoma 74701** and Robert Self, Tenant, of 36093 SR 78, Durant, OK 74701 hereinafter called the Landlord and Tenant respectively, under the terms and conditions that follow for a farm of approximately **121.88+- acres**, situated on **South McLean Drive in Bryan County, Oklahoma** and described as follows:

Within the listed property below, some of the tracts have been sold and no longer included in this lease. There are 2 tracts totaling 121.88 acres that remain, as shown in:

Attachment 1, 28.6 acre tract located adjacent to the UPS facility at the SW Corner of McLean and Country Club Drive, and

Attachment 2, 93.28 acre tract located south of Hillcrest and west of McLean Avenue.

Original 200 acre Leased area.(Only property shown in Attachments 1 and 2 are subject of this lease, comprising 121.88 acres)

SEC 9-7-9 N2N2 (LESS 1169-166 STATE HWY DEPT, LESS 1202-927 STATE HWY DEPT)

And

SEC 4-7-9 PT OF LTS 1 & 2 LYING N & E OF RR

And

SEC 33-6-9 S2SESE & ALL THAT PT OF SWSE LYING N & E OF A&C RR ROW LESS & A ROADWAY & UTILITY EASEMENT DES S FOLLOW N80' W60' SWSE

II. TERM OF LEASE

This lease shall be annually from the 1st day of January, 2019 to the 31st day of December, 2019 and this lease shall continue in effect from year to year thereafter until either party gives a Sixty (60) day written notice of termination.

III. RENTAL RATES

The Tenant agrees to pay the total sum of \$ 5075.08* dollars per year, as rent for the farm pastureland. The rent will be paid at the **Durant Industrial Authority** office located at **215 North Fourth Avenue, Durant, Oklahoma 74701**, by the 15th day of February of each year.

*The landlord acknowledges that for the 2018 lease, 33.4 acres of that lease were removed from the lease due to sale, therefore, a credit is due to tenant in the amount of \$514.40 due to loss of use of the leased land for 135 days. Therefore, for 2019 only, this credit will apply to the lease paid for 2019, resulting in a net lease payment for 2019 of \$4560.68.

The parties also have agreed to a fencing replacement around the UPS facility on the 28.6 acre tract on Country Club Road, to be replaced by Lessee at a cost of \$4171.75. To compensate lessee for the cost of fencing, lessor shall provide lessee a 3 year lease payment reduction of 1/3 of the fencing cost, (1/3 of \$4171.75 = \$1390.58) for lease years 2019, 2020, and 2021. Therefore, for 2019, the revised lease amount will be \$3,170.10 (\$4560.68-\$1390.58=\$3170.10)

IV. CONDITIONS

- a. The Tenant agrees to operate the approximately **121+- acres** of farm pastureland in accordance with the complete Soil conservation District Land Use Plan, USDA Soil Conservation Plan Agreement.
- b. The Tenant agrees to furnish materials for normal maintenance and repairs to maintain the farm, fence and buildings located on the land, in its customary condition.
- c. The Tenant will furnish the labor and materials for all repairs, it being mutually agreed upon that the Tenant will provide skilled labor.
- d. The Tenant wills spray the farm pastureland for weed control each year at the Tenants expense.
- e. The Tenant will mow and maintain the road right of ways located around the farm pastureland.
- f. The Tenant is responsible for the water bills with Rural Water District #5 and the City of Durant.

V. NON-PARTNERSHIP AGREEMENT

This Farm Lease Agreement does not give rise to a partnership and is solely intended to be a lease agreement between the Tenant and the Durant Industrial Authority. Neither party shall have authority to bind the other without written consent.

VI. RIGHT OF ENTRY

The Landlord shall have the right, in person or by agent, to enter upon the farm pastureland for inspections, repairs or improvements at any time. If this Lease is not to be renewed, the Landlord or the incoming Tenant shall have the right, before this Lease expires to inspect the farm pastureland for any damages, to be corrected by the current Tenant.

The Landlord shall have the right, in person or by agent, to enter upon the farm pastureland for possible industrial selling opportunities at any time.

VII. TERMINATION

If either party willfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damage to terminate the Lease. The termination shall be done by written notice on the party at fault, specifying the violations of the agreement. If said violations are not corrected within thirty (30) days, the Lease shall be immediately terminated.

If the pastureland is to be sold for industrial purposes, the Landlord shall have the right to terminate this lease agreement with a thirty (30) day written notice to the Tenant. The prorated balance of the yearly lease amount will be refunded to the Tenant.

VIII. ADDITIONAL AGREEMENTS AND MODIFICATIONS

Any additions or changes to this agreement therein shall be in writing and when so signed and executed before witnesses and attached hereto shall become a part hereof.

In testimony whereof witness our hands at 215 North Fourth Avenue, Durant, Oklahoma on this ____ day of _____, _____.

Durant Industrial Authority-Landlord

Witness

Tenant

Witness

Memorandum

To: Chairman and Trustees of the Durant Industrial Authority

From: Lisa Taylor, Executive Director

RE: DIA Agricultural Leases

The Durant Industrial Authority has several industrial leases outstanding, as follows:

Lessee	Acres	Lease Amount	Term	Status
Jimmy Bush	97 (1) CMC Property	\$3303/year	Indefinite/attached	Due 12/01/2021
Kevin Dale	20 (2) Behind Asphalt Plant on Country Club	\$525/year	Annual, dated December 1, 2013	Due December 4, 2021
Robert Self	121+/- (3) 95+/- and 21+/-	\$3170	Year to year	Due January No payment received for 2021

All lease agreements require a 90 day written notice of termination.

(1) CMC is considering future projects and will need their property.

(2) Property has a prospect. Currently have an easement and a road should be built.

(3) DIA has received an offer for this property. Of note, lessee stated that a payment had been made this year, but the check has not cleared. Payment could not be found in Incode.

I have attached documentation regarding these leases.

Durant Industrial Authority Agricultural Lease Agreement

I. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY.

This lease is entered into this 4 day of December, 2013, between the **DURANT INDUSTRIAL AUTHORITY**, landlord, of 215 North Fourth Street, Durant, OK, 74701, and **KEVIN DALE**, tenant, of 137 Country Club Road, Durant, OK 74701, hereinafter referred to as landlord and tenant respectively, under the terms and conditions that follow, agricultural land of approximately 20 acres, situated on Country Club Road in Bryan County, Oklahoma, and described as follows:

Exhibit A:

See attached aerial map.

II. TERM OF LEASE

This lease shall be annually from December 1, 2013, to December 1, 2014, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party 60 days in advance of termination.

III. RENTAL RATES AND ARRANGEMENTS

As cash rent for the farmland, the tenant agrees to pay the total sum of \$525.00 dollars per year. The cash rent will be paid at the Durant Industrial Authority office located at 215 North Fourth Avenue, Durant, OK 74701 by December 1st of each year.

The tenant agrees to operate the farm pastureland in accordance with the complete Soil Conservation District land use plan in accordance with the USDA Soil Conservation Plan Agreement. The tenant agrees to furnish materials for normal maintenance and repairs to maintain the farm and fences in its customary conditions. The tenant will furnish ordinary labor and materials for all these repairs, it being mutually agreed upon that the tenant will provide skilled labor. The farmland will need annual spraying for weed control at the tenants' expense.

IV. NONPARTNERSHIP AGREEMENT.

This agricultural property lease agreement does not give rise to a partnership and is solely intended to be a lease agreement between the tenant and the Durant Industrial Authority. Neither party shall have authority to bind the other without his written consent.

V. RIGHT OF ENTRY.

The Durant Industrial Authority shall have the right, in person or by agent, to enter upon the farm for inspections, repairs, or improvements. In case this lease is not to be renewed, the landlord or the incoming tenant shall have the right before it expires to inspect the farm for any damages.

VI. IT IS MUTUALLY AGREED THAT:

If either party willfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damage, to terminate the lease. He shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

VII. ADDITIONAL AGREEMENTS AND MODIFICATIONS:

Any additions to this contract or changes therein shall be in writing, and when so signed and executed before witnesses and attached hereto shall become a part hereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.


Durant Industrial Authority
Jerry Tomlinson, Chairman – Landlord

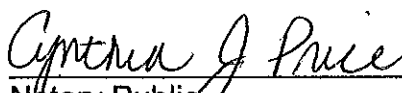

Kevin Dale
Tenant

State of Oklahoma
County of Bryan

Before me, a notary public, on this day personally appeared Jerry Tomlinson, Chairman of the Durant Industrial Authority – Landlord, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of December, 2013.



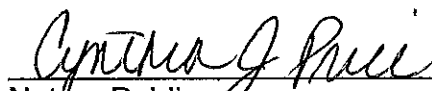

Notary Public
Commission Expiration Date: 10-20-2016

State of Oklahoma
County of Bryan

Before me, a notary public, on this day personally appeared Kevin Dale – Tenant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of December, 2013.




Notary Public
Commission Expiration Date: 10-20-2016

BETWEEN

Durant Industrial Authority
(Landlord)

Kevin Dale
(Tenant)

For Durant Industrial Authority
(Common name or number of farm)

In Bryan County

State of Oklahoma

EFFECTIVE

From December 1, 2013

To December 1, 2014

Renewed Annually, 2014

From December 1, 2013

To December 1, 2014

Lease Form Prepared by
Durant Industrial Authority
City of Durant – Office of Economic Development
Durant, Oklahoma

EXHIBIT A



Durant Industrial Authority Farm Sub-Lease Agreement – CMC Property

I. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY

This lease agreement is entered into this 1st day of December, 2016, between the **Durant Industrial Authority, Landlord**, of **215 North Fourth Street, Durant, Oklahoma 74701** and Jimmy Bush, Tenant, of 18460 U.S Hwy 70 Durant OK 74701 hereinafter called the Landlord and Tenant respectively, under the terms and conditions that follow for a farm of approximately **92+/- acres**, situated on **South McLean Drive** in **Bryan County, Oklahoma** and described as follows:

Tract 1:

Lot 4 (sometimes described as the NW/4 NW/4) in Section 3, Township 7 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof.

Tract 2:

Being a tract of land in a part of Section 34, Township 6 South, Range 9 East of the Indian Meridian and Base Line, Bryan County, Oklahoma, being more particularly described by Metes and bounds with a base grid bearing being N 00° 40' 42" W, based on the Oklahoma State Plane Coordinate System (NAD 83), along the West line of the SW/4 of Section 34, Township 6 South, Range 9 East, more particularly described as follows:

Beginning at the SW Corner of the SW/4 of Section 34, Township 6 South, Range 9 East;
Thence N 00 deg. 40 min. 42 sec. W a distance of 1164.03 feet;
Thence N 89 deg. 16 min. 36 sec. E a distance of 661.24 feet, to a point on the West line of Jeffery Subdivision;
Thence S 00 deg. 36 min. 59 sec. E along the West line of said Jeffery Subdivision, a distance of 504.98 feet to the Southwest Corner of said Jeffery Subdivision;
Thence N 89 deg. 18 min. 21 sec. E, along the South line of said Jeffery Subdivision, a distance of 330.86 feet to the Southeast Corner of said Jeffery Subdivision;
Thence S 00 deg. 46 min. 46 sec. E a distance of 659.52 feet;
Thence S 89 deg. 19 min. 02 sec. W a distance of 992.62 feet to the point of beginning.

Tract 3:

All of the property in the SW/4, NW/4, SEC 3, T7S, R9E lying north of the Kiamichi Railroad right of way (Former Durant Industrial Authority 30.64 Acre Property)

This lease shall be subject to, and subordinate to the rights pursuant to that certain Agricultural Lease dated November 15, 2016 between the Landlord, as tenant, and CMC Steel Oklahoma, LLC (the "CMC Landlord") as landlord (the "Primary Lease"). In the event of a conflict in the terms of this lease and the Primary Lease, the terms of the Primary Lease shall govern.

II. TERM OF LEASE

This lease shall be annually from the 1st day of December, 2016 to the 1st day of December, 2017, and this lease shall continue in effect from year to year thereafter until either party gives a Ninety (90) day written notice of termination.

III. RENTAL RATES

The Tenant agrees to pay the total sum of \$3,303.00 dollars per year, as rent for the farm pastureland owned by Commercial Metals Company and sub-leased by the Durant Industrial Authority. The rent will be paid at the **Durant Industrial Authority** office located at **215 North Fourth Avenue, Durant, Oklahoma 74701**, by the 1st day of December of each year.

IV. CONDITIONS

- a. The Tenant agrees to operate the approximately **92+/- acres** of farm pastureland in accordance with the complete Soil conservation District Land Use Plan, USDA Soil Conservation Plan Agreement.
- b. The Tenant agrees to furnish materials for normal maintenance and repairs to maintain the farm, fence and buildings located on the land, in its customary condition.
- c. The Tenant will furnish the labor and materials for all repairs, it being mutually agreed upon that the Tenant will provide skilled labor.
- d. The Tenant wills spray the farm pastureland for weed control each year at the Tenants expense.
- e. The Tenant will mow and maintain the road right of ways located around the farm pastureland.
- f. The Tenant is responsible for the water bills with the City of Durant.

V. NON-PARTNERSHIP AGREEMENT

This Farm Lease Agreement does not give rise to a partnership and is solely intended to be a lease agreement between the Tenant and the Durant Industrial Authority. Neither party shall have authority to bind the other without written consent.

VI. RIGHT OF ENTRY

The Landlord or the CMC Landlord shall have the right, in person or by agent, to enter upon the farm pastureland for the uses provided for in the Primary Lease, and inspections, repairs, improvements, and such other uses that to not materially interfere with Tenant's farming rights, at any time. If this Lease is not to be renewed, the Landlord or the incoming Tenant shall have the right, before this Lease expires to inspect the farm pastureland for any damages, to be corrected by the current Tenant.

The Landlord or CMC Landlord shall have the right, in person or by agent, to enter upon the farm pastureland for possible industrial selling opportunities at any time in the future.

VII. TERMINATION

If either party willfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damage to terminate the Lease. The termination shall be done by written notice on the party at fault, specifying the violations of the agreement. If said violations are not corrected within ninety (90) days, the Lease shall be immediately terminated.

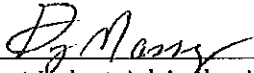
If the pastureland is to be used for Commercial Metals Company industrial purposes, the Landlord shall have the right to terminate this lease agreement with a ninety (90) day written notice to the

Tenant. The prorated balance of the yearly lease amount will be refunded to the Tenant by the Durant Industrial Authority.

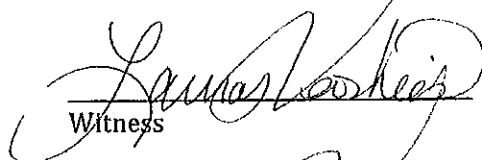
VIII. ADDITIONAL AGREEMENTS AND MODIFICATIONS

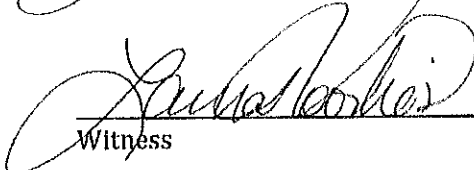
Any additions or changes to this agreement therein shall be in writing and when so signed and executed before witnesses and attached hereto shall become a part hereof.

Executed at 215 North Fourth Avenue, Durant, Oklahoma effective the 1st day of December, 2016.


Durant Industrial Authority-Landlord


Tenant - Jimmy Bush


Witness


Witness



The City of Durant

Memorandum

Date: 11/8/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Discussion, Consideration and Possible Action on Reappointment of Jeff Hammock to an Additional Two-year Term to the Durant Industrial Authority.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 11/8/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Entering Executive Session: Confer on Matters Pertaining to Economic Development, Including the Transfer of Property, Financing, or the Creation of a Proposal to Entice a Business to Remain or to Locate within Their Jurisdiction if Public Disclosure of the Matter Discussed would Interfere with the Development of Products or Services or if Public Disclosure would Violate the Confidentiality of the Business. This Executive Session Authorized by Title 25, Section 307 (C)(11) of the Oklahoma State Statutes.

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 11/8/2021
To: Mayor and City Council
From:
Re: Return from Executive Session

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 11/8/2021
To: Mayor and City Council
From: Lisa Taylor, Director
Re: Consider Action Pursuant to Item 5 a.

Council Information / Action Requested

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

ATTACHMENTS: