

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 necessary accommodation.

DURANT CITY COUNCIL

6:00 PM

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

November 24, 2025

AMENDED SPECIAL AGENDA

City of Durant Economic Development Director Kathy Moore will be attending via Zoom from a private residence.

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

ORDER OF BUSINESS

1. Administration

- a. Discussion and Possible Vote to Approve Economic Development Agreement Between the City of Durant and IE Durant, LLC (C-2025-76)
- b. Consider Approval of Amendment to the City of Durant Employee Handbook Section 2.01 Equal Employment Opportunity and 2.02 Non-Discrimination

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 18th day of November 2025 and that an agenda of said meeting was posted at the place of such meeting at 8:00 a.m. on the 21st day of November 2025. An amended agenda was posted at the place of such meeting at 4:30 p.m. on the 21st day of November 2025.



Cynthia J. Price, City of Durant



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 11/24/2025
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 11/24/2025
To: Mayor and City Council
From: Kathy Moore, Economic Development Director
Re: Discussion and Possible Vote to Approve Economic Development Agreement Between the City of Durant and IE Durant, LLC (C-2025-76)

The value to the City in supporting this project is to stabilize and strengthen a key retail node along one of Durant's primary commercial corridors, preventing further vacancy and protecting existing co-tenancies as infill development and investment expands in this area.

Over the past 18 months, the property owner, Isom Holdings, has worked in good faith with multiple national retailers with active assistance from their broker and the City of Durant to fill the former Clifton's space. Following Clifton's early departure after the landlord invested in a 15,000 square foot expansion (bringing the space to approximately 34,000 square feet), five different prospects, to include Dunham's, Aldi, Goodwill, Albertsons, and Planet Fitness. Each reached some stage of engagement, negotiation, or letter-of-intent discussions before ultimately withdrawing. These repeated near-placements highlight both the unique configuration of the building and tension between tenant-improvement needs, rent levels, and confidence in a growing market that is still maturing into its full retail potential.

Today, Ollie's Bargain Outlet is actively engaged and willing to anchor the site. What would make the deal possible is a City-Landlord partnership that invests directly in the retail stabilization of this shopping center, protecting existing tenants (Boot Barn and Harbor Freight) from co-tenancy risk, preserving the corridor's vitality, and reinforcing Durant's retail base.

The Economic Development Agreement is a performance-based sales-tax rebate, directing a portion of the City's 2% discretionary sales-tax share to help fund tenant improvements (TI) that produce lasting public benefit. The incentive is performance-based, paid only from verified sales-tax collections after the store opens and is self-funding, drawn solely from new tax revenue generated by the project. The rebate would be capped at 50 percent of the City's annual non-obligated (general fund) 2 percent share, not to exceed \$215,000 dollars total (half of the Landlord TI). Should the tenant, Ollie's Bargain Outlet, terminate before the cap is reached, the sales tax rebate is terminated at that time as well. (NOTE: Ollie's is committing approximately \$1M in improvements.) This incentive is return-focused, supporting permanent site improvements and ensuring long-term corridor/shopping center stability.

Ollies Projected Minimum Sales for Durant: \$4.3M
 Ollies Annual 2024 Sales in Sherman: \$5.4M

Council Information / Action Requested

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

ATTACHMENTS:

1. C-2025-76 Economic Development Agreement Between City and IE Durant, LLC Unsigned

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DURANT AND IE DURANT, LLC

THIS CONDITIONAL ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made by and between THE CITY OF DURANT, a municipal corporation (“City”), and IE DURANT, LLC, a Texas limited liability company (“Developer”) (City and Developer, collectively, “Parties,” or individually, “Party”).

RECITALS

(a) Developer owns land and a commercial shopping center located at 493 Radio Road within the City’s corporate boundaries, as more particularly described on Exhibit A (“Property”).

(b) Developer desires to secure Ollie’s Bargain Outlet (“Tenant”) as an anchor tenant on the Property in an approximately 34,000-square-foot retail space to stabilize the Property (as more particularly described in Section 1.2, the “Project”).

(c) The Project will promote economic development, stimulate business and commerce, create additional employment opportunities, generate sales tax revenue, preserve the vitality of the Radio Road retail corridor, and reinforce the City’s retail base.

(d) In order to increase the likelihood of the Project’s opening, it is necessary to induce the Developer to provide for necessary tenant improvements on the Property by providing economic development incentives in the form of a sales tax rebate.

(e) The City is authorized under the laws of the State of Oklahoma, including Article 10, Section 14 of the Oklahoma Constitution and the cases decided under its provisions to establish economic development programs and to make expenditures of sales tax revenues for development as part of an economic development plan and for public purposes as defined in Article 10, Section 14 of the Oklahoma Constitution.

(f) The City has determined that the contemplated improvements to and the use of the Property for the Project will provide benefits to the community beyond the cost of providing such incentives.

(g) The City has approved the execution of this Agreement by and between the City and the Developer.

AGREEMENT

In consideration of the mutual obligations of the Parties, each of them does hereby covenant and agree with the other as follows:

1. Nature of the Agreement.

1.1. Scope of Agreement. Subject to the performance of certain conditions, as provided herein, this Agreement is intended to provide for (a) the construction and operation of the Project as envisioned by the Developer and (b) provision of Development Financing Assistance by the City to the Developer to offset the costs of necessary tenant improvements.

1.2. Scope of Project. The Project if completed will incur and expend total hard and soft costs for the Project of at least \$430,000.00 toward the construction of necessary tenant improvements on the Property to accommodate Tenant's operations and needs ("Project"). Developer may use third parties to design, finance, apply for and obtain building permits, construct the Project and obtain certificates of occupancy as required hereunder.

1.3. Relationship of the Parties. The undertaking of the Project will require the mutual agreement of the Parties and their timely actions on matters appropriate or necessary to Project implementation. Subject to the provisions of this Agreement, the Parties shall use their best efforts in good faith to perform and to assist others in performing their respective obligations under this Agreement.

1.4. Other Governmental Approvals. The implementation of this Agreement will require approvals by other governmental entities and the City, in accordance with applicable laws, ordinances and regulations. The City will in good faith use its best efforts to obtain the necessary approvals necessary for undertaking and implementing the Project. Subject to the terms of this Agreement, the Developer will in good faith use its best efforts to comply with applicable requirements, file appropriate applications, and take other steps necessary or desirable to obtain the approvals necessary for undertaking and implementing the Project.

2. Initial Conditions.

In order for Developer to qualify for the Sales Tax Rebates described in Section 3.1 of this Agreement, the Developer must comply with the following terms and conditions ("Initial Conditions"):

2.1. Development. Developer shall cause the Project to be constructed on the Property, at no expense to the City except as provided for in this Agreement. The Project must be constructed in accordance with all necessary governmental approvals in connection, including, without limitation, applicable zoning, building code, and environmental laws.

2.2. Construction Schedule. Developer shall begin construction of the Project on or before January 1, 2026 ("Commencement Date") pursuant to a valid permit. Construction of the Project shall be completed, as evidenced by its receipt of its full and final certificate of occupancy, on or before June 30, 2026 ("Completion Date").

2.3. Tenant Lease and Operation. Developer shall secure a lease for the Tenant to operate its store upon completion of the Project, and Tenant shall open to the public.

2.4. Prohibition on Transfer. Prior to the Completion Date, Developer will not, without prior written approval by the City (which will not be unreasonably delayed or withheld), make any total or partial sale, transfer, conveyance, assignment, or lease of the Property, except

to leases to tenants, mortgages securing Project financing, or as otherwise specifically permitted (“Prohibition”).

2.5. Progress Reports. Until construction of the Project has been completed, the Developer shall make reports in such detail and at such times as may reasonably be requested by the City as to the actual progress of the Project.

2.6. Funds Expended. The Developer, its parent company, an Affiliate, a third-party developer, or any combination thereof, will incur and expend total hard and soft costs of at least \$430,000.00 in connection with the purchase of the Property, the design and construction of the Project, and the acquisition of equipment for the Project.

Developer’s failure to meet any of these Initial Conditions (after notice and cure under Section 7.2) shall disqualify Developer from receipt of the Sales Tax Rebates under Section 3.1 of this Agreement but will not give the City the right to institute a proceeding at law or equity to require that Developer comply with these Initial Conditions.

3. Public Assistance. Provided that Developer meets the conditions or obligations described in this Agreement, the City will provide the Developer with the following Public Assistance in order to stimulate the private investment by offsetting the costs associated with constructing the tenant improvements necessary for the Project:

3.1. Sales Tax Rebates. Subject to meeting the prerequisites under Section 2 of this Agreement and the continuing obligations and conditions for which Developer is responsible as described in Section 4 of this Agreement, the City will provide the Developer with a rebate on sales taxes paid by the Project and on the Property as follows:

(a) Beginning on the date the Project receives its final certificate of occupancy and continuing through the earlier of the 7th anniversary from the date the Project received its final certificate of occupancy or the date the aggregate sum of all Sales Tax Rebates totals \$215,000.00, the City shall support the Project by providing to the Developer Sales Tax Rebates in the amount of 50% of the Undedicated Project Sales Tax Receipts generated by the Project. For purposes of this Agreement, “Undedicated Project Sales Tax Receipts” means the portion of sales taxes actually received by the City pursuant to the Oklahoma Tax Code and City ordinances derived from the City’s 2% undedicated sales tax rate, which were generated from sales within the Project, as reasonably determined by the City.

(b) Sales Tax Rebates payments shall be made quarterly, within ninety (90) days of the end of each quarter (i.e., within ninety days of March 31, June 30, September 30, and December 31).

(c) If the City has any questions regarding the Undedicated Project Sales Tax Receipts, the City shall have the right to withhold payment as to the portion of the Undedicated Project Sales Tax Receipts that it questions or disputes until the City is

provided with such additional information as it may reasonably require to resolve such question or dispute.

(d) The aggregate sum of all Sales Tax Rebates shall not exceed \$215,000.00.

4. **Continuing Obligations and Conditions.** The following will be continuing conditions compliance with which the receipt of the assistance described in Section 3.1 shall depend:

4.1. For the 7-year period described in Section 3.1, Tenant will continue to operate the Project as a going concern, subject to any temporary closures due to (a) the events described in Section 7.4 of this Agreement, or (b) a temporary closure due to the restoration, reconstruction, expansion, alteration or remodeling.

4.2. Developer and Tenant will pay all taxes due and owing by Developer to the City for the Project (subject to the notice and cure period provided for under this Agreement), and will waive, for the benefit of the City, any and all rights of confidentiality with respect to sales taxes generated from the Project (except as provided in Section 4.4 of this Agreement), and agrees that the City will have the right to inspect the books and records of the Developer to confirm the total amount of sales taxes generated by the Project.

4.3. Developer will promptly notify or cause Tenant to notify the City of any the Oklahoma tax identification numbers for all Project occupants or entities remitting sales taxes to the Oklahoma Tax Commission within the Project, and will use reasonable efforts to include provisions in any leases with any tenant or subtenant, or with any operating agreements, that all participants in the Project waive rights of confidentiality with respect to sales taxes each participant generates (except as provided in Section 4.4 of this Agreement), and that the City will have the right to inspect the books and records of such participants in order to confirm the total amount of sales taxes generated by the participant within the Project.

4.4. The City will use reasonable efforts to maintain the confidentiality of the Project's sales tax receipts, subject to any laws that may require disclosure thereof. The City will promptly notify Developer if City receives a request for disclosure of such information under applicable law and the City will reasonably cooperate with Developer (at no expense to the City) to obtain a protective order or other appropriate assurance that confidential treatment will be afforded such information.

4.5. Developer will maintain membership in good standing in the Durant Area Chamber of Commerce.

4.6. All public assistance provided herein will be subject to annual appropriations and encumbrances of revenues by the City Council of the City, as mandated by Article 10, Section 26 of the Oklahoma Constitution and the Oklahoma Municipal Budget Act. No public assistance provided for herein is a promise to pay by the City, nor is it a pledge of the City's operating revenues beyond a given fiscal year.

5. Validity of Incentives. Without limiting Section 6.2(d) of this Agreement, it is understood and expressly agreed by the Developer that the City does not warrant or guarantee that the grant of the Public Assistance or any component thereof as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the constitutional or statutory authority for same or the City's use thereof is challenged by court action. In the event such court action related to this Agreement is instituted, the Developer shall be responsible for defending the Parties hereto, this Agreement, and the Public Assistance to be provided hereunder, at the Developer's sole cost of defense. Should such litigation (including appeals) result in the loss of Public Assistance under Section 3.1 of this Agreement as previously paid as provided herein, the Developer or Tenant, as appropriate, shall be solely responsible for payment of all taxes due, including all taxes which otherwise would have been paid to the City without the benefit of abatement or rebates without recourse to the City, and without any obligation by the City to reimburse the same back to the Developer. In the event of any legislative or judicial interpretation that limits or restricts the City's ability to provide the Public Assistance under Section 3.1 herein provided or otherwise extracts or imposes any penalty or other restriction upon the payment of the same, such Public Assistance will cease and be of no further force, effect or consequence, in which event the City shall be under no further obligation to the Developer. However, the City and the Developer agree to renegotiate, in good faith, to modify the Public Assistance provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon the City for the payment of same. In the event the Oklahoma Tax Commission determines, for any reason, that any sales taxes were erroneously paid to the City from the sales in the Project and City is required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the Undedicated Project Sales Tax Receipts due for the next quarter or quarters, and the payment to the Developer shall be adjusted accordingly. In the event that no further payments are due to the Developer under this Agreement, Developer agrees to reimburse the City the amount of such rebate or repayment to the Oklahoma Tax Commission.

6. Representations, Warranties, and Covenants.

6.1. Developer. Developer, represents, warrants, and covenants as follows:

(a) Developer represents that it is a duly organized limited liability company and is currently in existence under the laws of the State of Texas, is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing Developer, or any law of the State of Oklahoma that might negatively impact Developer's ability to perform under this Agreement.

(b) Developer's ability to accomplish the Project with the public assistance under this Agreement has induced Developer to proceed with the Project.

(c) Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid, and binding obligation of the Developer in accordance with its terms, and the consent of no other

party is required for the execution and deliver of this Agreement by Developer or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, and other laws affecting creditor's rights generally and subject to general principles of equity.

(d) The Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing the Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

(e) To the knowledge of the undersigned representative of Developer, there is not currently pending any action, suit, proceeding, or investigation, nor is any such action threatened which, if adversely determined, would materially and adversely affect Developer or the Project, or impair the ability of Developer to carry on its business substantially as now conducted or result in any substantial liability not covered by insurance.

(f) Developer warrants that it has not paid or given, and will not pay or give, any officer, employee, or agent of the City any money or other consideration for obtaining this Agreement. Developer further represents, to its best knowledge and belief, no officer, employee, or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.

(g) All utility services necessary for the development and construction of the Project are, or by completion of the Project will be, available to the Property, including water, storm and sanitary sewer facilities, electric and gas utilities, and telephone services.

(h) The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the Property, nor shall the Developer itself or any person claiming under or through it knowingly establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Property, agrees that

in the construction of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry. This covenant shall remain in effect for so long as any amounts due under Section 3.1 of this Agreement remains unpaid or outstanding.

(i) Neither this Agreement nor any statement or document referred to herein or delivered by the Developer pursuant to this Agreement contains any statement which Developer knows to be untrue or omits to state a material fact known to Developer that is necessary to make the statements made herein or therein not misleading.

6.2. City. The City represents and warrants the following:

(a) The City is a duly organized and validly existing municipal corporation under the laws of the State of Oklahoma.

(b) The City is fully empowered to enter into this Agreement and to perform the transactions contemplated thereby and generally to carry out its obligations hereunder and thereunder. The City has duly authorized its Mayor, or in his or her absence, its Vice Mayor, to execute and deliver this Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the City.

(c) The performance by the City under this Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which the City is currently bound or by which it is affected.

(d) To the knowledge of the undersigned officer of the City, there is no action, suit, proceeding or inquiry at law or in equity pending or threatened, or proposed legislation, affecting the City wherein any unfavorable decision, ruling or finding would materially adversely affect the City's ability to perform under this Agreement or under any other instrument pertinent to the transaction contemplated herein to which the City is a party.

7. Events of Default; Remedies.

7.1. Events of Default. Subject to receipt of a notice to cure given pursuant to this Section 7, the following shall constitute "Events of Default" or a "default" hereunder and under each of the instruments executed pursuant to this Agreement:

(a) A material default by Developer or the City in the performance or observance of any covenant or condition contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered in connection with this Agreement, including, without limitation, the material falsity or breach of any representation, warranty or covenant;

(b) Any representation, statement, certificate, schedule or report made or furnished to the City by Developer or to Developer by the City with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the time of its making, or any warranty of a continuing nature which ceases to be complied with in any material respect and the Developer or City, as appropriate, fails to take or cause to be taken corrective measures satisfactory to the other Party within 30 days after receipt of written notice by that Party; or

(c) The initiation of bankruptcy or receivership proceedings by or against Developer and the pendency of such proceedings for 60 days after commencement of the proceeding.

7.2. Remedies. Either Party will provide the other Party with notice and 30 business days' opportunity to commence to cure any Event of Default. Such notice shall identify all specific action(s) or omission(s) of the defaulting Party and the section(s) of this Agreement which render such action(s) or omission(s) defaults or breaches. If the defaulting Party fails to commence actions to cure such default or breach within 30 business days of receiving such notice and thereafter pursue such cure with reasonable diligence, the non-defaulting Party may institute such proceedings at law or equity as it may be entitled under Oklahoma law.

7.3. Termination.

(a) In the event that the Developer fails to commence the Project by the Commencement Date, then this Agreement may, at the option of the City or Developer, be terminated by written notice thereof to the other Party, and, none of the Parties shall have any further rights against or liability to the others under this Agreement.

(b) Upon completion of the Project and the payment of all public assistance pursuant to Section 3 hereof, this Agreement shall automatically terminate in which event none of the Parties shall have any further liability or obligation hereunder.

7.4. Enforced Delay; Extension of Times of Performance.

(a) Performance by any Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party such as but not limited to: default of another Party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; documented supply chain shortages; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform, but shall not include delays attributable to financial difficulties of such party (collectively, "Force Majeure Events").

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City (acting through its City Council) and the Developer.

8. General Provisions.

8.1. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities, which are Parties to this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City or for any amount which becomes due to the Developer or its successors under this Agreement.

8.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the City and the Developer.

8.3. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

8.4. The Developer shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of the City except as specifically permitted herein, including a Permitted Transfer.

8.5. This Agreement specifically does not create any partnership or joint venture between the Parties hereto, or render any party liable for any of the debts or obligations of any other party.

8.6. The Parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, Force Majeure Events..

8.7. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

8.8. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, on the day actually

received if sent by a nationally recognized courier service (such as Federal Express) which maintains delivery records, or delivered personally to:

In the case of the Developer:

IE Durant, LLC
 PO Box 64246
 Lubbock, TX 79464
 Attn: Travis Isom
 Email: tisom@isomholdings.com

In the case of the City:

City of Durant
 300 W. Evergreen
 Durant, OK 74701
 Attn: City Manager

or to such other address, within the United States, with respect to a Party as that Party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a Party under this Agreement to any other Party under this Section shall be given to each other Party to this Agreement.

8.9. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

8.10. In the event of any controversy, claim or dispute between the Parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

8.11. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. All exhibits attached hereto are incorporated herein by reference.

8.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same document.

[Signature Page Follows]

EXECUTED to be effective as of this ____ day of _____,
2025.

CITY OF DURANT (“City”)

By: _____
Martin Tucker, Mayor

Attest: _____
City Clerk

IE DURANT, LLC (“Developer”)

By: _____
Name: _____
Title: _____

Exhibit A
Property Description

[SEC 25-6S-8E BEG NE/C NESESE OF SAID SEC; S89.0407W 459.92' TO NE/C OF 1017/1116; S00.4909E 198.44' TO NW/C OF 1290/1119; S89 29 10E 118.17'; S00.5904E 52.71'; S34.3119E 39.48'; S00.5004E 372.77' AT SE/C OF LEASE 110/671; N89.2143E 120.37' TO SW/C 1112/1028; N00.5243W 159.31'; N89.2143E 199.86'; N00.5208W 502.12' TO POB.]



The City of Durant

[AGENDA_ITEM_DEPARTMENT]

Memorandum

Date: 11/24/2025
To: Mayor and City Council
From: Brandi Nelson, HR Manager
Re: Consider Approval of Amendment to the City of Durant Employee Handbook Section 2.01 Equal Employment Opportunity and 2.02 Non-Discrimination

This amendment to the City of Durant Employee Handbook, Section 2.01 Equal Employment Opportunity and 2.02 Non-Discrimination, eliminates outdated information and the need for Appendix B. The amendment consolidates information provided in both sections and Appendix B. The changes are outlined in the attached document.

Council Information / Action Requested

Approval of Amendment to the City of Durant Employee Handbook Section 2.01 Equal Employment Opportunity and 2.02 Non-Discrimination

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

ATTACHMENTS:

1. Employee Handbook 2.00 Employment Updates
2. Appendix B

2.00 EMPLOYMENT AND HIRING

2.01 EQUAL EMPLOYMENT OPPORTUNITY

~~The City will not, because of an individual's race, color, religion, sex, sexual orientation, national origin, veteran status, age, handicap or disability status, fail or refuse to hire, or discharge any individual or otherwise discriminate against them with respect to compensation, terms, conditions, or privileges or employment. Personnel decisions will be made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform a specific job. It is further policy of the City to cooperate to the fullest extent with the applicable regulations of the City Rights Act of 1964 and Executive Order No. 11246, the Vocational Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). This policy pertains to any and all arrangements under which employees are selected or referred for work.~~

The City is committed to providing equal employment opportunities to all employees and applicants for employment. There shall be no discrimination against any employee or applicant on the basis of race, ancestry, religion, gender, age, marital or civil union status, national origin, sexual orientation, place of birth, citizenship, veteran status, or disability, as defined and required by state and federal laws. This commitment extends to every aspect of employment, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall and disciplinary action. The responsibility for administering this policy is delegated to Department Heads and Supervisors. The City prohibits retaliation against any individual who reports discrimination or who participates in and investigation of discrimination.

2.02 NON-DISCRIMINATION

~~The City will take positive action to see that applicants are employed, and employees are treated equally during employment without regard to their race, age, religion, color, handicap or disability, veteran status, national origin, sex, or sexual orientation. The City will make sure that seniority practices, job, classifications, etc., do not have discriminatory effect; that all facilities and City activities are non-segregated, and the City will continually monitor all personnel activities to ensure that its Non-discrimination Policy is carried out.~~

The City is committed to establishing a professional and congenial work environment and will take reasonable steps to insure that the work environment is pleasant for all who work here. All employees are expected to treat others with courtesy, consideration and professionalism. The City will not tolerate the harassment of any employee or any member of the public by any other employee, supervisor or customer. Employees may not use epithets, slurs or other terms or language designed to threaten, insult, intimidate or show hostility to another. Employees are prohibited from posting or circulating in the

workplace any written or graphic materials or other objects that attack, defame, belittle, degrade or show hostility or aversion to any person or group of people. In addition, harassment for any discriminatory reason, such as race, gender, national origin, disability, age, religion or veteran status is prohibited not only by State and Federal laws but also by the policies of the City. The City prohibits not only unlawful harassment but other types of unprofessional and discourteous conduct. Accordingly, derogatory, racial, ethnic, religious, age, gender, sexual orientation, sexual or other inappropriate remarks, slurs, "jokes," written material or actions will not be tolerated in the workplace.

Included in this prohibition is a prohibition against sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
3. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or of creating an environment which is intimidating, hostile or offensive to the employee.

Each employee must exercise his own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of harassment include, but are not limited to, the following:

1. Verbal: Repeated sexual innuendos, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
2. Visual/Non-Verbal: Derogatory posters, cartoons, telefaxes, drawings, suggestive objects or pictures, graphic commentaries, leering or obscene gestures;
3. Physical: Unwanted physical contact including touching, interference with the individual's normal work movements or threatening gestures; and
4. Other: Making or threatening reprisals as a result of a negative response to a harassing action.

Any employee or applicant who feels that he or she has been subjected to harassment or otherwise has been discriminated against due to his or her race, color, religion, national origin, gender, sexual orientation, age, disability or veteran status or who witnesses such harassment of or discrimination against another employee, should promptly report the incident. A complaint form is available in the Personnel Office. Although employees are encouraged to discuss issues of alleged harassment or discrimination with their

immediate supervisor, they may by-pass their immediate supervisor and report the incident directly to the Personnel Director. In the event the employee believes the Personnel Director is involved in the harassment or discrimination, the employee may bring the complaint to the attention of the City Manager. Further, any supervisors who gains information concerning allegations of harassment or discrimination is to immediately report the same to the Personnel Department.

All complaints of harassment or discrimination will be investigated. In determining whether alleged conduct constitutes harassment or discrimination, the totality of the circumstances, the nature of the harassment and the context in which the alleged incidents occurred will be considered. Except as deemed necessary to investigate and remedy violations, management will keep any complaint and the information revealed in the investigation as confidential as possible.

All employees are strongly encouraged to use the complaint procedures set forth herein if they believe they have been subjected to discrimination or harassment. Before it becomes a serious problem and the conduct interferes with an individual's work performance or creates a hostile environment, employees are encouraged to notify management of conduct that may violate this policy. That will allow management time to address the situation.

The initiation of a complaint, in good faith, will not be grounds for discipline. It is a violation of the City's policy for an individual to be disciplined or otherwise disadvantaged as a result of a good faith resort to this complaint procedure. However, deliberately reporting false allegations may be considered as a form of harassment and may subject an employee to appropriate discipline.

If a person is determined to have violated this policy, the City will take appropriate action designed to prevent any further incidents of inappropriate behavior. If necessary, this could include disciplinary action up to and including termination. In addition, management and supervisory employees may face disciplinary action if they fail to take corrective action after becoming aware of the existence of harassment or discrimination, regardless of whether the victim has filed a formal complaint. The City prohibits retaliation against any individual who reports harassment or who participates in an investigation of harassment.

APPENDIX B

ANTI HARASSMENT AND DISCRIMINATION POLICY

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICY

The City is committed to providing equal employment opportunities to all employees and applicants for employment. There shall be no discrimination against any employee or applicant on the basis of race, ancestry, religion, gender, age, marital or civil union status, national origin, sexual orientation, place of birth, citizenship, veteran status, or disability, as defined and required by state and federal laws. This commitment extends to every aspect of employment, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall, and disciplinary action. The responsibility for administering this policy is delegated to Department Heads and Supervisors.

PROFESSIONAL CONDUCT AND ANTI-HARASSMENT POLICY

The City is committed to establishing a professional and congenial work environment and will take reasonable steps to ensure that the work environment is pleasant for all who work here. All employees are expected to treat others with courtesy, consideration, and professionalism. The City will not tolerate the harassment of any employee or any member of the public by any other employee, supervisor, or customer. Employees may not use epithets, slurs, or other terms or language designed to threaten, insult, intimidate, or show hostility to another. Employees are prohibited from posting or circulating in the workplace any written or graphic materials or other objects that attack, defame, belittle, degrade or show hostility or aversion to any person or group of people. In addition, harassment for any discriminatory reason, such as race, gender, national origin, disability, age, religion, or veteran status is prohibited not only by State and Federal laws but also by the policies of the City. The City prohibits not only unlawful harassment but other types of unprofessional and discourteous conduct. Accordingly, derogatory, racial, ethnic, religious, age, gender, sexual orientation, sexual or other inappropriate remarks, slurs, "jokes," written material or actions will not be tolerated in the workplace.

Included in this prohibition is a prohibition against sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, or any other visual, verbal or physical conduct of a sexual nature when:

- m. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
- n. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or

- o. The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or of creating an environment that is intimidating, hostile, or offensive to the employee.

Each employee must exercise his own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of harassment include, but are not limited to, the following:

- p. Verbal: Repeated sexual innuendos, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
- q. Visual/Non-Verbal: Derogatory posters, cartoons, telefaxes, drawings, suggestive objects or pictures, graphic commentaries, leering or obscene gestures;
- r. Physical: Unwanted physical contact including touching, interference with the individual's normal work movements or threatening gestures; and
- s. Other: Making or threatening reprisals as a result of a negative response to a harassing action.

Any employee or applicant who feels that he or she has been subjected to harassment or otherwise has been discriminated against due to his or her race, color, religion, national origin, gender, sexual orientation, age, disability or veteran status or who witnesses such harassment or discrimination against another employee, should promptly report the incident. A complaint form is available in the Human Resources office. Although employees are encouraged to discuss issues of alleged harassment or discrimination with their immediate supervisor, they may by-pass their immediate supervisor and report the incident directly to Human Resources. In the event, the employee believes Human Resources is involved in the harassment or discrimination, the employee may bring the complaint to the attention of the City Manager. Further, any supervisors who gains information concerning allegations of harassment or discrimination is to immediately report the same to Human Resources.

All complaints of harassment or discrimination will be investigated. In determining whether alleged conduct constitutes harassment or discrimination, the totality of the circumstances, the nature of the harassment, and the context in which the alleged incidents occurred will be considered. Except as deemed necessary to investigate and remedy violations, management will keep any complaint, and the information revealed in the investigation as confidential as possible.

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