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 AIRPORT AUTHORITY/ DAA

6:00 PM | **Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma** | **July 14, 2020**

AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

a. Consider Approval of Regular Meeting Minutes of June 9, 2020

2. Consider Items Removed from Consent

3. Information Items

a. Airport Manager Monthly Report - June 2020

4. Administration

a. Consider Acceptance of Close Out Documents for the Runway Rehabilitation Design Project for FAA Grant AIP 3-40-0025-011-2016

b. Consider Award of Bid to Innovative Fueling Solutions to Install a Fuel Storage and Delivery System to Include Alternate Number 1

c. Consider Approval of Loan Agreement Between Durant Airport Authority and Durant City Utilities Authority (C-2020-39)

d. Consider Approval of Lease Agreement Between Titan Aviation Fuels and City of Durant (C-2020-38)

e. Consider Approval of Aviation Fuels Contract with Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels (C-2020-40)

f. Consider Approval of Amendment #6 to Contract C-2015-04 with LBR, Inc. to Include New Services and Fees for the Planned New Windcone Installation Project

5. 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 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 2:20 p.m. on the 10th day of July, 2020.

____

Cynthia J. Price, City of Durant

DURANT
· OKLAHOMA ·

The City of Durant

Office of City Clerk

Memorandum

Date: 6/15/2020
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of June 9, 2020

Council Information / Action Requested

Approval of Regular Meeting Minutes of June 9, 2020

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 6.9.2020	Exhibit	6/15/2020

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 12th day of November, 2019 and that an agenda of said meeting was posted at the place of such meeting at 1:10 p.m. on the 4th day of June, 2020.

MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT AUTHORITY OF June 9, 2020 AT 6:00 PM, Roscoe J. Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma

CALL TO ORDER

Chairman Grube called the meeting to order at 6:06 p.m.

ROLL CALL

Present:	Trustee Mike Morris	City Manager John Dean
	Trustee Danny Sherrer	City Attorney Tom Marcum
	Trustee Jerry Tomlinson	City Clerk Cynthia J. Price
	Vice Chairman Steve Brittingham	
	Chairman Oden Grube	

Absent: None (*denotes partial attendance)

Chairman Grube declared a quorum.

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.

a. Consider Motion to File the Durant Airport Authority Fiscal Year 2020-2021 Financial Plan with the Beneficiary

Approved

Motion was made by Mike Morris and seconded by Danny Sherrer to approve filing of the Durant Airport Authority Fiscal Year 2020-2021 Financial Plan with the Beneficiary.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

2. Consideration Items Removed from Consent

3. New Business

There was no new business.

Adjournment

Motion was made by Danny Sherrer and seconded by Steve Brittingham to adjourn meeting.

Motion Passed with the following vote:

Ayes: Brittingham, Grube, Morris, Sherrer, Tomlinson

Agenda Item: 3.a.

The City of Durant
Airport

Memorandum

Date: 7/9/2020
To: Airport Authority
From: Katie Hefner, Airport Manager
Re: Airport Manager Monthly Report - June 2020

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Airport Monthly Report June	Cover Memo	7/8/2020

Durant Airport Monthly Report – June 2020

Airport Monthly Sales

- Avgas 100LL – Fuel sales suspended
- Jet A w/additive – 3,346 gallons and $8,934 in sales
- Parking/Misc - $0 in sales
- Fuel Sales down due to COVID 19 restrictions and refueler maintenance issues

Hangars

- Hangars 100% occupancy.
- Completed new hangar lease draft. Pending city management approval.

Maintenance/Project Status

- The Jet A Refueler had maintenance issues in the month of June. Unfortunately, the truck is aging and has gone down a couple of times. City Garage worked on it multiple times and 3 times we had a fuel truck specialist assist us with the mechanical issues within the last several weeks. As of July 6th the refueler truck repairs were complete and it is now operational.
- Avgas/100LL tank update. Bids have been advertised. Bid opening date scheduled for July 9th. Selection and award of contract to be approved by Airport Authority. Lead time for tank build and install approximately 5- 6 months.
- Shell branded fuel company to supply temporary Avgas Refueler requiring multiple upgrades and compliance fixes to existing systems. Majority of compliance items now corrected. Completing required paper work, training/processes, and change of software systems underway. *Important Note*: The changing of fuel suppliers is a time consuming process requiring onsite inspections, changes to billing, software, procedures, training, record keeping, and contract approval. The re-branding process takes months. Estimated to be completed re-branded within an additional 2 months per Vendor's timeline guidance.
- Changing of Shell branded fuel is to primarily secure the procurement of a Avgas/100LL Refueler and to assist with future compliance/ fueling support. Lease fees are being waived in exchange for changing suppliers. Costs for transporting the refueler is $5,200.
- Hangar maintenance update. Some tenants have submitted complaints about birds inside hangars. Birds are creating in some instances large messes. Weather stripping

at the top of bi-fold doors are needing to be replaced. Replacement parts are scheduled to be ordered in July due to the close of our FY budget.

Grant Status

- 2020 FAA AIP Windcone Grant pending FAA approval. This will be 99.9% funded through the FAA and only a $2 match is required. Airport Authority will be notified for required approval.
- Contract amendment pending Airport Authority approval. Amendment to LBR Airport Consultants LLC existing contract needed to include scope and costs for Windcone Project engineering, installation, management, and inspection.

Agenda Item: 4.a.

DURANT
· OKLAHOMA ·

The City of Durant

Public Works Director

Memorandum

Date:	6/12/2020
To:	Airport Authority
From:	Marty Cook - Public Works Director
Re:	Consider Acceptance of Close Out Documents for the Runway Rehabilitation Design Project for FAA Grant AIP 3-40-0025-011-2016

This is for the design portion only of the runway rehabilitation project at Durant Regional Airport - Eaker Field. Now that the project is over and the last bit of Engineering and Surveying are over we can close out this grant. Please see and accept attached documents.

Council Information / Action Requested

Approve Acceptance of Close out Documents

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

ATTACHMENTS:

Description	Type	Upload Date
SF 271	Cover Memo	6/12/2020
SF 425	Cover Memo	6/12/2020

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS (See Instructions on back)	Approved by Office of Management and Budget, No. 80-R0181	PAGE 1 OF 1 PAGES
	1. TYPE OF REQUEST: ■ FINAL ☐ PARTIAL	2. BASIS OF REQUEST: ■ CASH ☐ ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED: Federal Aviation Administration	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY: **AIP 3-40-0025-011-2016**	5. PARTIAL PAYMENT REQUEST NO.: Three
6. EMPLOYER IDENTIFICATION NUMBER: 73-6005186 / 7. RECIPIENT ACCOUNT OR OTHER IDENTIFYING NUMBER:	PERIOD COVERED BY THIS REPORT — FROM (Month, day, year) 7/9/18	TO (Month, day, year) 6/12/20
9. RECIPIENT ORGANIZATION Name: City of Durant No. And Street: P. O. Box 578 City, State and Zip Code: Durant, Oklahoma 74702	10. PAYEE (Where check should be sent if different than item 9) Name: (same) No. And Street: City, State and Zip Code:	

11 **STATUS OF FUNDS**

CLASSIFICATION	PROGRAMS - FUNCTIONS - ACTIVITIES (a) Grant Amount	(b) Previous Requests	(c) Current Request	TOTAL
Grant Amount $292,176.00				
a. Administrative Expense	$	$	$	$
b. Preliminary expense				$
c. Land, Structures, Right-of-Way				$
d. Architectural engineering basic fees (Design Only)	239,240.00	239,240.00	0.00	$ 239,240.00
e. Other architectural engineering fees (AGIS)	85,400.00	42,550.00	42,850.00	$ 85,400.00
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation pymts to individuals & businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	324,640.00	281,790.00	42,850.00	324,640.00
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)				324,640.00
q. Federal share to date				292,176.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)				292,176.00
t. Federal payment previously requested				253,611.00
u. Amount requested for reimbursement	$	$	$	$ **38,565.00**
v. Percentage of physical completion of project	%	%	%	**100%**

12. CERTIFICATION		SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REPORT SUBMITTED
I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award	a. RECIPIENT	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (Area code, number and extension) 580 / 931-6602
	b. Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL: Tyler McDonald	DATE SIGNED 6/12/20
		TYPED OR PRINTED NAME AND TITLE: Tyler McDonald, Airport Consultant	TELEPHONE (Area code, number and extension) 405/377-8276

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2022

1. Federal Agency and Organizational Element to Which Report Is Submitted

FAA

2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)

3-40-0025-011-2016

3. Recipient Organization (Name and complete address including Zip code)

Recipient Organization Name: City of Durant

Street1: 300 West Evergreen

Street2: PO Box 578

City: Durant

County:

State: OK: Oklahoma

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 74702-0578

4a. DUNS Number

0104731140000

4b. EIN

73-6005186

5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)

6. Report Type

- [ ] Quarterly
- [ ] Semi-Annual
- [ ] Annual
- [x] Final

7. Basis of Accounting

- [x] Cash
- [ ] Accrual

8. Project/Grant Period

From: 09/08/2016 To: 06/12/2020

9. Reporting Period End Date

06/12/2020

10. Transactions	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR attachment):	
a. Cash Receipts	292,176.00
b. Cash Disbursements	292,176.00
c. Cash on Hand (line a minus b)	0.00
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	292,176.00
e. Federal share of expenditures	292,176.00
f. Federal share of unliquidated obligations	0.00
g. Total Federal share (sum of lines e and f)	292,176.00
h. Unobligated balance of Federal Funds (line d minus g)	0.00
Recipient Share:	
i. Total recipient share required	32,464.00
j. Recipient share of expenditures	32,464.00
k. Remaining recipient share to be provided (line i minus j)	0.00
Program Income:	
l. Total Federal program income earned	0.00
m. Program income expended in accordance with the deduction alternative	0.00
n. Program income expended in accordance with the addition alternative	0.00
o. Unexpended program income (line l minus line m or line n)	0.00

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
			g. Totals:			

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

Add Attachment | Delete Attachment | View Attachment

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official

Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

b. Signature of Authorized Certifying Official

c. Telephone (Area code, number and extension)

d. Email Address

e. Date Report Submitted

14. Agency use only:

Agenda Item: 4.b.

The City of Durant

Office of City Clerk

Memorandum

Date:	7/6/2020
To:	Airport Authority
From:	James Dalton, Assistant City Manager Katie Hefner, Airport Manager
Re:	Consider Award of Bid to Innovative Fueling Solutions to Install a Fuel Storage and Delivery System to Include Alternate Number 1

Innovative Fueling Solutions - Base Bid - $313,030.44
- Add Alternate - $8,528.94
- Total - $321,559.38

Petroleum Marketers Equipment Co - Base Bid - $269,980.76
- Add Alternate - $35,710.89
- Total - $305,691.65

Petroleum Marketers Equipment Co - Is not a complete bid and therefore considered non-responsive.

The engineers recommendation is to award the bid to Innovative Fueling Solutions.

Council Information / Action Requested

Award Bid to Innovative Fueling Solutions to install a Fuel Storage and Delivery System to include Alternate Number 1.

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

ATTACHMENTS:

Description	Type	Upload Date
Bid Tab	Cover Memo	7/10/2020
Award Recommendation	Cover Memo	7/10/2020

SUMMARY OF BIDS
DURANT REGIONAL AIRPORT
DURANT, OKLAHOMA

LOCHNER PROJECT NO. 17710

BASE BID:
INSTALL FUEL STORAGE AND DELIVERY SYSTEM

ADD ALTERNATE NO. 1
REMOVE FULL LENGTH OF UNDERGROUND PIPE

Bids Received Until and Publicly Read Aloud at 11:00 Am July 9, 2020

I:\OKC\PRJ\000017710\01 - Fuel Tank\01 - Project\AE\05 - SPECS\03 - BID PROPOSALS\[17710 DUA_BID SUMMARY.xls]Bid Summary

Bidder	Addenda Acknowledged 1	Addenda Acknowledged 2	Proposal Signed	5% Bid Bond	DBE Utilization Statement	Sub-contracting Plan	Buy American	Business Relationships Affidavit	Non-Collusion Statement	Evidence of Qualifications	Base Bid	Add Alternate 1	Total Price	Calendar Days for Procurement	Calendar Days for Installation
Innovative Fueling Solutions	x	x	x	x	n/a	n/a	n/a	x	x	x	$313,030.44	$8,528.94	$321,559.38	180	45
Petroleum Marketers Equipment Co.	X	X	x	x	n/a	n/a	n/a	x	x		$269,980.76	$35,710.89	$305,691.65	147	14

LOCHNER

H.W. Lochner, Inc.
13439 Broadway Extension
Suite 101
Oklahoma City, OK 73114

T 405.748.6651

hwlochner.com

July 10, 2020

John Dean
City Manager
300 W. Evergreen St.
Durant, Oklahoma 74701

Re: Recommendation of Award
Install Fuel Storage and Delivery System

Dear Mr. Dean:

We have completed tabulating and analyzing the bids for the above referenced project. As you may be aware, two (2) bids were submitted, and Petroleum Marketers Equipment Co. (PMEC) was the apparent low bidder. However, after a detailed review of the bid documents PMEC has provided a non-responsive bid and incapable of completing all of the required project. The second bidder, Innovative Fueling Solutions, LLC (IFS), submitted a responsive bid and is fully capable of completing the entire project.

The City advertised the project in local and statewide newspapers and Lochner advertised through national planhouses. This is a specialized project and based on the bids received and the interest shown by potential contractors we feel the project bidding phase was competitive. In addition, we feel that the proposed amount submitted by IFS represent a fair and reasonable price for the project.

We have completed projects with IFS where they served as a subcontractor. We feel that they have the ability, as a prime contractor, to perform the work covered in this project. We have reviewed the project bid prices, and have determined its costs are reasonable with other market-driven prices for similar work. Therefore, we recommend the City of Durant enter into a contract with Innovative Fueling Solutions.

Sincerely,

H. W. LOCHNER, INC.

Steve Harris, PE
Project Manager, Aviation

DURANT
· OKLAHOMA ·

The City of Durant

Office of City Clerk

Memorandum

Date:	7/6/2020
To:	Airport Authority
From:	James Dalton, Assistant City Manager
Re:	Consider Approval of Loan Agreement Between Durant Airport Authority and Durant City Utilities Authority (C-2020-39)

Council Information / Action Requested

Approval of Loan Agreement Between Durant Airport Authority and Durant City Utilities Authority (C-2020-39)

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

ATTACHMENTS:

Description	Type	Upload Date
DAA Fuel System Loan Agreement	Exhibit	7/10/2020

LOAN AGREEMENT

THIS AGREEMENT is made as of the 14th day of July, 2020 by and between Durant Airport Authority, ("DAA"), a public trust and the Durant City Utilities Authority, ("DCUA"), a public trust in order to confirm financing arrangements between the parties. For and in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Understanding. DAA agreed on July 14th, 2020 at its special meeting that there was a need for an AV-Gas fuel tank at the site of Durant Eaker Field Airport. The DCUA agreed to finance the project on behalf of DAA and DAA agrees to repay the cost of the fuel tank project anticipating a cost of $325,000.00 The DAA agrees to repay the DCUA the total cost of the project being $325,000.00 to be paid over a 180-month period.

2. Financing. The total cost of the fuel tank project was paid in the following manner: Of $325,000.00 cost of the project the DCUA financed $325,000.00 through a Loan Agreement with the DAA and dated July 14th, 2020 at an interest rate of 0.25%, with a monthly payment of $1,839.81 for a period of 180 months.

3. Repayment. DAA acknowledges the indebtedness herein described and agrees repay the total indebtedness to the DCUA under the following terms:

   DAA agrees to pay to the order of the DCUA the sum of $331,165.68 at a rate of 0.25 percent per annum in 180 monthly installments of $1,839.81, with payments beginning sixty days following completion of the fuel tank project.

4. Funding of Payment. The payment of the total indebtedness and interest shall be provided from the sale of AV-Gas.

Witness the hand and seal of DAA this 14th day of July, 2020

DURANT AIRPORT AUTHORITY

By: _________________________
Oden Grube, Chairman

Attest:

____
Cynthia Price, Secretary

Witness the hand and seal of DCUA this 14th day of July, 2020

DURANT CITY UTILITIES AUTHORITY

By: _________________________
Oden Grube, Chairman

Attest:

____
Cynthia Price, Secretary

Agenda Item: 4.d.

DURANT
· OKLAHOMA ·

The City of Durant

Office of City Clerk

Memorandum

Date:	7/6/2020
To:	Airport Authority
From:	James Dalton, Assistant City Manager
Re:	Consider Approval of Lease Agreement Between Titan Aviation Fuels and City of Durant (C-2020-38)

See attached memo.

Council Information / Action Requested

Approval of Lease Agreement Between Titan Aviation Fuels and City of Durant (C-2020-38)

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

ATTACHMENTS:

Description	Type	Upload Date
Memo	Cover Memo	7/9/2020
Lease Agreement Between Titan Aviation Fuels and City of Durant (C-2020-38)	Exhibit	7/6/2020

THE CITY OF DURANT

Durant Regional – Eaker Field Airport

Memorandum

Date: July 8, 2020

To: Mayor and Durant Airport Authority (DAA)

From: Katie Hefner - Airport Manager

Re: Authorization to Accept if Granted, the Contract for Procurement of a Temporary 100LL Refueler.

Council Information / Action Requested

- Request the Mayor and Durant Airport Authority to allow Durant Regional Eaker Field Airport to accept, the contract for a temporary 100LL Refueler Truck. Contract with Titan Aviation Fuels will wave the monthly lease rate in exchange for re-branding and switching fuel providers. Contract will include costs of $5,200 for transporting the refueler.
- .

City Staff Information / Action Follow-up

- Mayor, Oden Grube is requested if accepted, to provide a signature on the contract.
- City Attorney, Tom Marcum is requested if accepted, to provide a signature on the contract.
- Airport Manager will act as the point of contact for information regarding progress and procurement of refueler.

Attachments

- Contract for Refueler

STATE OF OKLAHOMA

COUNTY OF BRYAN

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 1st day of July, 2020, by and between TITAN AVIATION FUELS, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and CITY OF DURANT, OKLAHOMA, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Durant Regional Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

2005 – Avgas Refueler

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of $0 per month, plus applicable sales and use tax, to commence as of the 15th day of July, 2020. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of ONE (1) year beginning on the 15th day of July, 2020, and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release, defend, indemnify, and hold Lessor harmless from and against any and all claims, liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

13. ATTORNEY AND/OR COLLECTION FEES: In the event of default by the Lessee, Lessee agrees to pay Lessor a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall indemnify and hold the Lessor harmless against any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Directors and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

TITAN AVIATION FUELS

By: ______________________________

Robert L. Stallings, IV
President

WITNESS:

____

CITY OF DURANT, OKLAHOMA

By: ______________________________

WITNESS:

Agenda Item: 4.e.

DURANT
· OKLAHOMA ·

The City of Durant

Office of City Clerk

Memorandum

Date:	7/6/2020
To:	Airport Authority
From:	James Dalton, Assistant City Manager
Re:	Consider Approval of Aviation Fuels Contract with Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels (C-2020-40)

Council Information / Action Requested

Approval of Aviation Fuels Contract with Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels (C-2020-40)

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

ATTACHMENTS:

Description	Type	Upload Date
Aviation Fuels Contract with Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels (C-2020-40)	Exhibit	7/6/2020

STATE OF OKLAHOMA

COUNTY OF BRYAN

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2020, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and THE CITY OF DURANT, OKLAHOMA hereinafter called "Buyer" as follows:

1. AGREEMENT: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the Durant Regional Airport, at or near Durant, Oklahoma.

2. TERM: This contract shall remain in force for a period of ONE (1) years ("Initial Term") beginning on the 1st day of July, 2020 and will automatically extend for successive terms of one (1) year each (each, a "Renewal Term", and together with the Initial Term, the "Term") unless written notice is given to the other Party of a Party's intent to not extend at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, or unless the Agreement is otherwise earlier terminated as permitted herein.

3. DELIVERIES: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. PRICING: Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Terminal Price + $.07
AVIATION GASOLINE 100LL	Terminal Price + $.10

*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

The prices for fuel are exclusive of airport fees, freight or any applicable taxes. Jet A differential and freight may be adjusted for any third party increase beyond Seller's control. Any changes are subject to review and approval by Buyer.

5. PAYMENTS: If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net thirty (30) days from delivery date via Electronic Funds Transfer.

a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.

b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.

c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.

d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.

e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. **ATTORNEY AND/OR COLLECTION FEES**: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. **TAXES, FEES, AND AIRPORT CHARGES**: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. **FAILURE TO PERFORM**: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. **CONDITIONS**: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do. Seller shall indemnify and hold Buyer harmless from claims directly caused by the quality or performance of fuels furnished Buyer.

10. **TRADEMARKS:** Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. **HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars ($500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Titan Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars ($50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with $100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. CHARGE / CREDIT CARD PROGRAM : Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. **CONTRACT FUEL PROGRAM** : Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: TITAN AVIATION FUELS
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: THE CITY OF DURANT, OKLAHOMA
300 West Evergreen Street
Durant, Oklahoma 74701

16. INCENTIVES:

- ❑ **Titan Aviation Fuels will provide one (1) 1000-gallon Avgas Refueler (2000-2005 Model) at no cost for 12 months, The City of Durant will be responsible for paying $5,200 for delivery cost**
- ❑ **$50,000,000 in product liability insurance at no charge.**
- ❑ **Marketing campaign (direct mailers & E-mails) promoting your business at no charge.**
- ❑ **Coop program $.005 per gallon purchased (marketing)**
- ❑ **Annual Quality Control audit & 24/7 support no charge**

16. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

This the 1st day of July, 2020.

EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS

By:________________________________

Robert L. Stallings, IV, President

WITNESS:________________________________

THE CITY OF DURANT, OKLAHOMA

By:__________________________

WITNESS:________________________________

The City of Durant

Office of City Clerk

Memorandum

Date:	7/9/2020
To:	Airport Authority
From:	Katie Hefner, Airport Manager
Re:	Consider Approval of Amendment #6 to Contract C-2015-04 with LBR, Inc. to Include New Services and Fees for the Planned New Windcone Installation Project

See attached memo.

Council Information / Action Requested

Approval of Amendment #6 to Contract C-2015-04 with LBR, Inc. to Include New Services and Fees for the Planned New Windcone Installation Project

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

ATTACHMENTS:

Description	Type	Upload Date
Memo	Exhibit	7/9/2020
Amendment No. 6	Exhibit	7/9/2020

THE CITY OF DURANT

Durant Regional – Eaker Field Airport

Memorandum

Date: June 9, 2020

To: Mayor and Durant Airport Authority (DAA)

From: Katie Hefner - Airport Manager

Re: Consider Approval of Amendment # 6 to Contract # C-2015-04 with LBR, INC. to Include New Services and Fees for the planned New Windcone Installation Project

Council Information / Action Requested

- Amendment # 6 to Contract # C-2015-04 reflects the negotiated fee for Grant and Construction Administration, Inspection and Testing for the New Windcone Installation Project. LBR, INC. is our airport consulting firm and was selected for the Runway Rehabilitation and Extension Project previously. Bids were advertised, received, and opened by the City of Durant on May 29^{th}, 2020.
- Approve/Deny Amendment # 6 of Contract C-2015-04.

City Staff Information / Action Follow-up

- Mayor, Oden Grube is requested if accepted, to provide a signature on the contract amendment.
- City Attorney, Tom Marcum is requested if accepted, to provide a signature on the contract amendment.
- City Clerk, is requested if accepted to attest and sign the contract amendment.

Attachments

- Amendment #6 to Contract # C-2015-04

AMENDMENT NO. 6

This Amendment, made as of the _______ day of _______________, 2020, by and between the **Durant Airport Authority** and **LBR Inc.**, shall be made a part of the Agreement for Professional Airport Consulting Services between said parties and dated February 10, 2015.

1. The following services shall be added to Section I. A. 1:

   A. Provide Construction Inspection for "Install Wind Cone", AIP 3-40-0025-014-2020 at Durant Regional Airport-Eaker Field.
   B. Provide Plans, Specifications, Bid Packet, Grant Administration, and Construction Administration for the above project.

2. The following fees shall be added to Section V. B. as related to the above items:

   1A. $75.00 per hour, not to Exceed $7,500.00 (Estimated at 10 hours per day and 10 working days)
   1B. A fixed fee of $ 3,000.00

In witness whereof, the parties hereto have made and executed this Amendment the day and year first written above.

LBR INC.	**DURANT AIRPORT AUTHORITY**
President	Mayor
ATTEST	ATTEST
Secretary	City Clerk
LBR INC. CORPORATE SEAL OKLAHOMA	(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney