

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
AGENDA**

August 8, 2017

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of July 11, 2017

2. Consider Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

4. Administration

- a. Consider Approval of Overland Corporation Construction Contract for the South Hangar Development Area Repairs - Durant Regional Airport Eaker Field (C-2017-52)

5. Information Items

- a. Airport Manager's Monthly Report - July 2017

6. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 3:40 p.m. on the 4th day of August, 2017.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 7/28/2017
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of July 11, 2017

Council Information / Action Requested

Approval of Regular Meeting Minutes of July 11, 2017.

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

ATTACHMENTS:

Description	Type	Upload Date
Regular Meeting Minutes - July 11, 2017	Exhibit	7/28/2017

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 17th day of November, 2016 and that an agenda of said meeting was posted at the place of such meeting at 5:17 p.m. on the 7th day of July, 2017.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF July 11, 2017 AT 6:00 PM, Roscoe J. Hatfield Council
Chambers, 300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 8:01 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Pat Phelps
Trustee Destry Hawthorne	City Manager Tim Rundel
Vice-Chairman Chad Hitchcock	City Clerk Cynthia J. Price
Chairman Jerry Tomlinson	(*denotes partial attendance)

Absent: None

Chairman Tomlinson 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 Approval of Regular Meeting Minutes of June 13, 2017

b. Consider Approval of Request for Authorization to Purchase for
Second Year of Airport Manager Contract (RFAP #2017-125)

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to
approve consent items as presented. Motion Passed with the following vote:

Ayes: Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

Dan Craige - Subject: Contract of Dewayne Williams as Airport Manager.

4. Information Items

- a. Airport Manager Monthly Report - June 2017

5. New Business

There was no new business.

Adjournment

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to adjourn meeting. Motion Passed with the following vote:

Ayes: Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Deputy City Manager of Operations

Memorandum

Date: 8/1/2017
To: Airport Authority
From: Jacque Wilson, Public Works Director
Re: Consider Approval of Overland Corporation Construction Contract for the South Hangar Development Area Repairs - Durant Regional Airport Eaker Field (C-2017-52)

Council Information / Action Requested

Approval of Overland Corporation Construction Contract for the South Hangar Development Area Repairs - Durant Regional Airport Eaker Field (C-2017-52)

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

ATTACHMENTS:

Description	Type	Upload Date
Overland Corporation Construction Contract for the South Hangar Development Area Repairs - Durant Regional Airport Eaker Field (C-2017-52)	Exhibit	8/4/2017

CONSTRUCTION CONTRACT

THIS CONTRACT, made the _____ day of _____, 2017, by and between Overland Corporation, hereinafter called CONTRACTOR, and the City of Durant hereinafter called OWNER.

ARTICLE 1, SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications which are entitled:

**South Hangar Development Area Repairs
Durant Regional Airport-Eaker Field**

hereinafter called the PROJECT, and as prepared by LBR Inc., hereinafter called the ENGINEER, and shall do everything required by this Contract, the specifications, and drawings. The observation of construction of this Contract shall be under the supervision of the ENGINEER.

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall commence on the first working day after the date of written "Notice to Proceed" of the Owner is issued and shall be fully completed within Ten (10) working days for the Base Bid.

ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

The CONTRACTOR does hereby agree to pay to the OWNER liquidated damages for such time, as the entire PROJECT is not acceptable for occupancy beyond the contract time. Liquidated damages shall be \$400.00 per working day after the above stated working days have expired after the date of "Notice to Proceed," for such time as the entire PROJECT is acceptable for occupancy.

In addition, the CONTRACTOR does hereby agree to pay to the OWNER as liquidated damages the cost of all failed tests performed by the OWNER'S qualified representative in accordance with Section 60-02 of the General Provisions.

Any sum of money owed to the CONTRACTOR, under the terms of this contract, which has been retained by the OWNER, may be used to pay the liquidated damages to the OWNER.

The ENGINEER shall certify, after consultation with the CONTRACTOR and the OWNER, the date on which the PROJECT is available for occupancy.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate the CONTRACTOR'S efforts to complete the work as provided in the contract. The CONTRACTOR is relieved of responsibility for the payment of such liquidated damages only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

ARTICLE 4, CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of Twenty Three Thousand, Nine Hundred Seven Dollars (\$23,907.00).

ARTICLE 5, THE CONTRACT DOCUMENTS

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This contract is based on plans and specifications dated February 2017 and addenda thereto as follows: Addendum A dated April 26, 2017.

It is agreed that changes, additions, or deletions may be made to the drawings and specifications and work to be performed only upon an agreement executed in writing entered into by parties to this contract.

ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as that (page CA-1) bound in the specifications.

ARTICLE 7, CONTINGENCY AGREEMENT

The contract is contingent upon the "Notice to Proceed."

ARTICLE 8, THE SWORN, NOTARIZED STATEMENT BELOW (PAGE C - 6) MUST BE SIGNED AND NOTARIZED BEFORE THIS CONTRACT WILL BECOME EFFECTIVE.

ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE

Any Contractor or Subcontractor performing work in connection with drawings and specifications for this Project shall hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents and employees.

ARTICLE 10, BUY AMERICAN -- STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

- A. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (B) below.
- B. The following terms apply to this clause:
 - 1. **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
 - 2. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - 3. **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

ARTICLE 11, DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

Part A

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

Compliance. All bidders, potential contractors or subcontractors for this DOT-assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

Subcontract Clauses. All bidders and potential contractors hereby ensure that they will include the above clauses in all subcontracts, which offers further subcontracting opportunities.

Part B**It is further understood and agreed:**

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45(i) to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is (No DBE goal this Project) percent of the dollar value of this contract.

After opening bids, the apparent successful bidder will be required to submit the names and addresses of the DBE firms that will participate in the contract along with a description of the work to be performed by each named firm and the dollar value for each contract (subcontract). If the responses do not clearly show DBE participation will meet the goals above, the apparent successful bidder must provide documentation clearly demonstrating, to the satisfaction of the airport sponsor, that it made good faith efforts in attempting to do so and that meeting said goals is not reasonably possible. A bid that fails to meet these requirements will be considered nonresponsive.

Agreements between bidder / proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders / proposers are prohibited. All bidders and proposers shall make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Overland Corporation
CONTRACTOR

ATTEST:

[Signature]

By [Signature]

Title President

CITY OF DURANT

ATTEST:

CITY CLERK

MAYOR

APPROVED as to form and legality this _____ day of _____, 20____.

MUNICIPAL COUNSELOR

AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF Carter)

I, Michael S. Voorhes, of lawful age, being first duly sworn, on oath says:

1. (s) he is the duly authorized agent of Overland Corporation, the Contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Dr. D. S. V. V. V.
(Signature)

President
(Title)

Subscribed and sworn to before me this 14th day of July, 20 17.


Notary Public (or Clerk or Judge)

My Commission Expires: 6/17/18



CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.
- B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.



CONTRACTOR'S SIGNATURE

ATTEST


SECRETARY

PERFORMANCE BOND

K09647466

KNOW ALL MEN BY THESE PRESENTS, that Overland Corporation
 _____, as Principal,
 hereinafter called Contractor, and Westchester Fire Insurance Company
 a corporation organized and existing under the laws of the State of Oklahoma, as Surety, hereinafter
 called Surety, are held and firmly bound unto City of Durant
 as Oblige, hereinafter called Owner, in the amount of Twenty Three Thousand Nine Hundred
Seven and No/100 Dollars (\$ 23,907.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered
 into a contract with Owner for

South Hanger Development Area Repairs
 Durant Regional Airport-Eaker Field

in accordance with drawings and specifications prepared by _____

 (Here insert full name, title and address)

_____ which contract is by reference made a part hereof, and is hereinafter
 referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
 promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
 remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
 having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall
 promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the
 Owner elects, upon determination by the Owner and the Surety jointly of the lowest
 responsible bidder, arrange for a contract between such bidder and Owner, and make
 available as work progresses (even though there should be a default or a succession of
 defaults under the contract or contracts of completion arranged under this paragraph)
 sufficient funds to pay the cost of completion less the balance of the contract price; but not
 exceeding, including other costs and damages for which the Surety may be liable hereunder,
 the amount set forth in the first paragraph hereof. The term "balance of the contract price," as

used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 14th day of July, 2017, in the presence
of: Overland Corporation

[Signature] (Witness) By [Signature] (Seal)

Westchester Fire Insurance Company Principal
(Surety)

[Signature] (Witness) By [Signature] (Seal)
Jennifer Salinas (Witness) Tonie Petranek, Attorney-in-Fact

STATUTORY BOND

K09647466

KNOW ALL MEN BY THESE PRESENTS, that Overland Corporation
 _____, as Principal,
 and Westchester Fire Insurance Company

 a corporation authorized under the laws of the State of Pennsylvania and authorized to transact
 business in the State of Oklahoma, as Surety, are held and firmly bound unto _____
City of Durant in the penal sum of Twenty Three Thousand
 (Owner)
Nine Hudnred Seven and No/100 (\$ 23,907.00)

in lawful money of the United States of America, for the payment of which, well and truly to be made we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

DATED this _____ day of _____, 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written contract with

City of Durant
 (Owner)

DATED _____, 20____, for

South Hanger Development Area Repairs

Durant Regional Airport-Eaker Field

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

City of Durant, Durant, OK
 (Name and Address of Owner)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal Overland Corporation


Secretary

By 
Title

Surety Westchester Fire Insurance Company

By 
Tonie Petranek, Attorney-In-Fact

DEFECT BOND

K09647466

KNOW ALL MEN BY THESE PRESENTS:

That Overland Corporation
 as Principal, and Westchester Fire Insurance Company
 a corporation organized under the laws of the State of Pennsylvania
 and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto
City of Durant
 (Owner)

in the penal sum of Twenty Three Thousand Nine Hundred Seven and No/100
Dollars (\$ 23,907.00)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with
City of Durant
 (Owner)

dated _____, 20_____, for
South Hanger Development Area Repairs
Durant Regional Airport-Eaker Field

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

City of Durant, Durant, OK
 (Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to City of Durant
 (Owner)

all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by City of Durant
 (Owner); then this obligation shall be null and void,

otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized so to do, the day and year first above written.

Dated this 14th day of July, 2017.

PRINCIPAL:

Overland Corporation

By 

ATTEST:

SURETY:

Westchester Fire Insurance Company

By 
Tonie Petranek, Attorney-In-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Daphne Massey, Deborah English, Jack M Crowley, Jennifer Rosales, Luke J. Nolan, Jr., Steven R Foster, Tonic Petranek, all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY

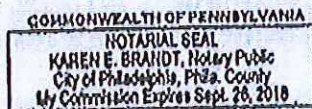


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 11, 2019.



PERFORMANCE BOND

K09647466

KNOW ALL MEN BY THESE PRESENTS, that Overland Corporation
 _____, as Principal,
 hereinafter called Contractor, and Westchester Fire Insurance Company
 _____,
 a corporation organized and existing under the laws of the State of Oklahoma, as Surety, hereinafter
 called Surety, are held and firmly bound unto City of Durant

 as Oblige, hereinafter called Owner, in the amount of Twenty Three Thousand Nine Hundred
Seven and No/100 Dollars (\$ 23,907.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has by written agreement dated _____, 20_____, entered
 into a contract with Owner for

South Hanger Development Area Repairs
 Durant Regional Airport-Eaker Field

in accordance with drawings and specifications prepared by _____

 (Here insert full name, title and address)

_____ which contract is by reference made a part hereof, and is hereinafter
 referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
 promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
 remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
 having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall
 promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and
 conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the
 Owner elects, upon determination by the Owner and the Surety jointly of the lowest
 responsible bidder, arrange for a contract between such bidder and Owner, and make
 available as work progresses (even though there should be a default or a succession of
 defaults under the contract or contracts of completion arranged under this paragraph)
 sufficient funds to pay the cost of completion less the balance of the contract price; but not
 exceeding, including other costs and damages for which the Surety may be liable hereunder,
 the amount set forth in the first paragraph hereof. The term "balance of the contract price," as

used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 14th day of July, 2017, in the presence
of: Overland Corporation

[Signature] By [Signature] (Seal)
(Witness)

Westchester Fire Insurance Company Principal
(Surety)

[Signature] By [Signature] (Seal)
Jennifer Salinas (Witness) Tonie Petranek, Attorney-in-Fact

STATUTORY BOND

K09647466

KNOW ALL MEN BY THESE PRESENTS, that Overland Corporation
 _____, as Principal,
 and Westchester Fire Insurance Company

 a corporation authorized under the laws of the State of Pennsylvania and authorized to transact
 business in the State of Oklahoma, as Surety, are held and firmly bound unto _____
City of Durant in the penal sum of Twenty Three Thousand
 (Owner)
Nine Hudnred Seven and No/100 (\$ 23,907.00)

in lawful money of the United States of America, for the payment of which, well and truly to be made we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents:

DATED this _____ day of _____, 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written contract with

City of Durant
 (Owner)

DATED _____, 20____, for

South Hanger Development Area Repairs

Durant Regional Airport-Eaker Field

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

City of Durant, Durant, OK
 (Name and Address of Owner)

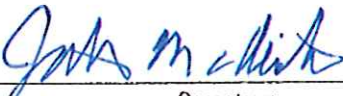
NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

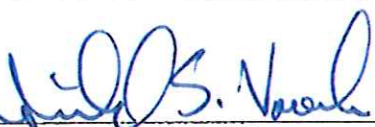
It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Principal Overland Corporation


Secretary

By 
Title

Surety Westchester Fire Insurance Company

By 
Tonie Petranek, Attorney-In-Fact

DEFECT BOND

K09647466

KNOW ALL MEN BY THESE PRESENTS:

That Overland Corporation,
 as Principal, and Westchester Fire Insurance Company,
 a corporation organized under the laws of the State of Pennsylvania
 and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto
City of Durant
 (Owner)

in the penal sum of Twenty Three Thousand Nine Hundred Seven and No/100
Dollars (\$ 23,907.00)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with City of Durant
 (Owner)

dated _____, 20____, for
South Hanger Development Area Repairs
Durant Regional Airport-Eaker Field

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

City of Durant, Durant, OK
 (Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to City of Durant
 (Owner)

all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by City of Durant;
 (Owner); then this obligation shall be null and void,

otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized so to do, the day and year first above written.

Dated this 14th day of July, 20 17.

PRINCIPAL:

Overland Corporation

By [Signature]

ATTEST:

[Signature]

SURETY:

Westchester Fire Insurance Company

By [Signature]
Tonie Petranek, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Daphne Massey, Deborah English, Jack M Crowley, Jennifer Rosales, Luke J. Nolan, Jr., Steven R Foster, Tonie Petranek, all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifty million dollars & zero cents (\$50,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY

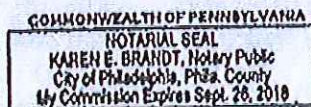


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 11, 2019.





CERTIFICATE OF LIABILITY INSURANCE

02017-52

DATE (MM/DD/YYYY)

07/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT
NAME:
PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378
E-MAIL
ADDRESS: certificates@willis.com

INSURED
Overland Corporation
Attn: Jonathan McAlister
P. O. Box 1947
Ardmore, OK 73402

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Charter Oak Fire Insurance Company	25615
INSURER C: Travelers Property Casualty Company of America	25674
INSURER D: Travelers Indemnity Company of America	25666
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W3020053

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	N N	DT-CO-1G421854-PHX-16	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
B	☒ ANY AUTO	N N	810-1G440856	08/01/2016	08/01/2017	GENERAL AGGREGATE \$ 2,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					PRODUCTS - COM/POP AGG \$ 2,000,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PER PROJECT AGG \$ 2,000,000
	☐ OTHER:					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	☐ UMBRELLA LIAB ☒ OCCUR	N N	DTSM-CUP-5467B962-TXL-16	08/01/2016	08/01/2017	BODILY INJURY (Per person) \$
	☒ EXCESS LIAB ☐ CLAIMS-MADE					BODILY INJURY (Per accident) \$
	☐ DED ☒ RETENTION \$ 10,000					PROPERTY DAMAGE (Per accident) \$
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A N	DTHUB-1G43933-5-16	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					AGGREGATE \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
						☒ PER STATUTE ☐ OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: South Hangar Development Area Repairs / Durant Regional Airport-Eaker Field.

CERTIFICATE HOLDER

City of Durant
300 West Evergreen
Durant, OK 74702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The City of Durant

Office of City Clerk

Memorandum

Date: 8/1/2017
To: Airport Authority
From: Dewayne Williams, Durant Regional Airport
Manager
Re: Airport Manager's Monthly Report - July 2017

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Airport Manager's Monthly Report - July 2017	Exhibit	8/1/2017



Durant Regional Airport Eaker Field

Airport Managers Monthly Report

August 8, 2017

Dewayne Williams, F.B.O.

- **Fuel Sales – First seven months of 2017**

Avgas 100 Low Lead (100LL)

Year to Date – 18,109 Gallons

Monthly Average – 2,587 Gallons

July – 3,236 Gallons

Jet A w/prist (Deicing additive)

Year to Date – 67,293 Gallons

Monthly Average – 9,613 Gallons

July – 9,317 Gallons

- **Hangars**

Interest is still high for both individual and corporate hangars.

- **Community Hangar**

Securing the community hangar with door locks and security cameras is still under evaluation.

- **Maintenance Issues**

No major maintenance issues at this time.

AWOS (Automated Weather Observation System) has been repaired.

Runway 17/35 weed eradication has been accomplished, (Spraying and weed trimmer work).

- **Questions/Concerns/Comments?**

- **Thank you.**