

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**

January 8, 2019

**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 December 11, 2018
- b. Consider Approval of Budget Adjustments for FY 18-19

2. Consider Items Removed from Consent

3. Information Items

4. 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.

5. Administration

- a. Consider Approval of Addendum C-2018-55(A) to Agreement C-2018-55 with the Choctaw Nation of Oklahoma for a Donation of \$2,000,000.00 to be Used in the Airport Runway Rehabilitation and Extension Project Located at Durant Regional Airport - Eaker Field

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 13th day of November, 2018 and that an agenda of said meeting was posted at the place of such meeting at 5:22 p.m. on the 4th day of January, 2019.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 12/20/2018
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of December 11, 2018

Council Information / Action Requested

Approval of Regular Meeting Minutes of December 11, 2018

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes 12.11.2018	Exhibit	12/20/2018

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 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 3:10 p.m. on the 7th day of December, 2018.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF December 11, 2018 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 8:39 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Tom Marcum
Trustee Mike Dills	City Manager Tim Rundel
Trustee Destry Hawthorne	City Clerk Cynthia J. Price
Vice Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

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 November 13, 2018

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve consent item as presented.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

There were no citizen comments.

4. Administration

- a. Consider Approval of Alterations to the Hangar Lease Agreement and Rules and Regulations for the Durant Regional Airport - Eaker Field

1. Consider Approval of the Alterations to the Hangar Lease Agreement.

2. Consider Approval of the Alterations to the Rules and Regulations Document.

Approved

Marty Cook, Public Works Director, addressed the Authority Board and stated the new hangar lease agreement was approved in May 2018. The lease was to go into effect on January 1, 2019. Mr. Cook stated there has been lots of negative feedback as the new year approaches. Mr. Cook further stated there was a meeting held with 10 -12 people and some members of the Airport Advisory Board. By the conclusion of that meeting, the attendees came up with revisions they could all agree on. The revisions were sent out to all lessees. No negative feedback was received. Mr. Cook stated he will need to give an additional thirty (30) days notice for the revised lease if approved by the Durant Airport Authority.

Motion was made by Destry Hawthorne and seconded by Mike Dills to approve alterations to the Hangar Lease Agreement.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

Motion was made by Destry Hawthorne and seconded by Mike Dills to approve alterations to the Rules and Regulations document.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

5. New Business

Marty Cook, Public Works Director, stated construction has begun at the airport. The airport is shut down for about 4 days. It will reopen with a displaced threshold.

Adjournment

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Office of City Treasurer

Memorandum

Date: 1/4/2019
To: Airport Authority
From: Judy Siemens, Finance Director
Re: Consider Approval of Budget Adjustments for FY 18-19

Your authorization to approve the following Budget Amendment is requested. All of the adjustments are procedural in nature; necessary to carry out activities of the authority. A detailed explanation is attached.

BA-01-08-2018

#001747 - Adjustment needed based on current funding by the organizations: Oklahoma Aeronautics Commission and the Federal Aviation Administration.

Council Information / Action Requested

Approve Budget Adjustment previously listed with detail attached.

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

Budget adjustment will be installed in the accounting software upon approval.

ATTACHMENTS:

Description	Type	Upload Date
Budget Adjustment 001747	Cover Memo	1/4/2019

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 001747							
206 000-362.77-11	1/08/2019	UPDATED ESTIMATES	10,855.00	0.00	224,459.00	235,314.00-	218,886.50-
OK AERONAUTICS COMMISSION-OAC							
206 000-362.77-14	1/08/2019	UPDATED ESTIMATES	29,058.00-	0.00	4,264,707.00	4,235,649.00-	3,939,955.00-
GRANT -- FAA							
PACKET NOTES:							
ESTIMATES WERE PRESENTED TO THE AIRPORT AUTHORITY BOARD ON							
JULY 10, 2018, ADJUSTMENT 001704. SINCE THAT TIME THE GRANT							
HAS PROGRESSED TO A MORE RELIABLE AMOUNT OF FUNDING BY THE							
GOVERNMENT AGENCY'S. THIS BUDGET ADJUSTMENT IS TO FIRM UP							
THE AMOUNTS BASED ON CURRENT FUNDING BY THE							
ORGANIZATIONS I.E. OKLAHOMA AERONAUTICS COMMISSION AND THE							
FEDERAL AVIATION ADMINISTRATION.							
TOTAL NO. ADJUSTMENTS--REVENUE:						2	18,203.00-
TOTAL IN PACKET--							<u>18,203.00-</u>

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



The City of Durant

Public Works Director

Memorandum

Date: 12/20/2018
To: Airport Authority
From: Marty Cook - Public Works
Re: Consider Approval of Addendum C-2018-55(A) to Agreement C-2018-55 with the Choctaw Nation of Oklahoma for a Donation of \$2,000,000.00 to be Used in the Airport Runway Rehabilitation and Extension Project Located at Durant Regional Airport - Eaker Field

The Choctaw Nation of Oklahoma has agreed to help with funding for the upcoming Runway Rehabilitation and Extension Project at Durant Regional Airport - Eaker Field. As The Choctaw Nation of Oklahoma has assisted the City of Durant with justifications to the Federal Aviation Administration (FAA) to help secure a grant offer from the FAA for this project. The Choctaw Nation of Oklahoma has a vested interest to be good community partners and a desire to see growth at our Durant Regional Airport - Eaker Field.

This Memorandum of Agreement Addendum clarifies the manner in which the Choctaw Nation of Oklahoma will Donate \$2,000,000 for this cooperative project.

Council Information / Action Requested

Approve / Deny C-2018-55 (A)

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

ATTACHMENTS:

Description	Type	Upload Date
C-2018-55 (A)	Cover Memo	12/20/2018
C-2019-55	Cover Memo	12/20/2018

Addendum to Memorandum of Understanding

This Addendum (this “**Addendum**”) to the binding Memorandum of Understanding (this “**MOU**”) between the CHOCTAW NATION OF OKLAHOMA, (“**CNO**”) and the CITY OF DURANT, OKLAHOMA (“**Durant**”) regarding the expansion of the Durant Regional – Eaker Field Airport in Durant, OK, (herein referred to as the “**Project**”) is entered into effective as of the last date signed below (the “**Effective Date**”), and is intended to set forth additional terms and conditions to the MOU. CNO and Durant are herein collectively referred to as the “**Parties**” and individually as a “**Party**.”

In consideration and recognition of the benefit the Project will have for CNO, its tribal members, employees, agents, and customers, CNO shall donate two million dollars (\$2,000,000.00) (the “**Donation**”) toward the Project. The terms and conditions governing CNO’s Donation are as follows:

1. **Term.** The term of this Agreement shall be effective as of the Effective Date and, unless sooner terminated as provided in this Agreement, shall continue through the date of Federal Aviation Administration (“**FAA**”) notification that the Project is complete and meets all applicable standards and requirements.
2. **Scope.** CNO’s Donation will fund the following items:
 - a. The final 900’ of the 1800’ runway extension
 - b. Mobilization in construction contract
 - c. LED Precision Approach Path Indicator Equipment
 - d. 4.4% of Construction Admin, Inspection, Testing, Grant Admin, and As-Built Survey
 - e. 3rd party insurance
3. **Termination.** Notwithstanding the provisions regarding the term of this Agreement set forth herein, in the event that one Party breaches any material obligation under this Agreement, the other Party shall give the breaching Party written notice of such breach. The breaching Party shall have thirty (30) days from the receipt of such notice to cure such breach. If the breaching Party fails to cure the specified breach within such period, the other Party may immediately terminate this Agreement by delivering written notice of termination to the breaching party; provided, however, that Durant shall not be entitled to notice of default or opportunity to cure a default if the CNO has previously given notice of a default more than one (1) time within the preceding twelve (12) months. The right of CNO and Durant to terminate in any such case shall be in addition to any other rights and remedies each Party may have at law or in equity.
4. **Confidentiality.** The Parties may provide each other with certain Confidential Information for the purpose of implementing and performing this Agreement. The disclosing Party shall retain all rights to its Confidential Information. Both Parties shall take such reasonable measures to prevent the unauthorized disclosure to third parties of Confidential Information as it would take to prevent disclosure of its own Confidential Information. A Party may disclose the Nation’s Confidential Information only to that Party’s directors, managers, officers, and/or employees on a need to know basis, and the Party must advise those persons to whom the Confidential Information is disclosed of the obligations of confidentiality related to such Confidential Information. Except as necessary for proper evaluation, documents obtained pursuant to this Agreement may not be duplicated in any manner without the prior written permission of the disclosing Party. All documents exchanged pursuant to this Agreement must be returned to the disclosing Party upon request. The Parties hereto shall keep the terms of this Agreement confidential for five (5) years after the expiration, cancellation, or termination of this Agreement, and the Parties shall keep all Confidential Information confidential until such Confidential Information is no longer considered as such.
5. **Indemnification.** Durant shall indemnify, defend, and hold harmless CNO, its elected officials, agents, consultants, and employees from and against any and all liabilities, losses, claims, demands, and

actions that may arise from the performance of the Services or a breach of this Agreement, including reasonable attorneys' fees, costs, and expenses, to the extent caused by the acts or omissions of Durant, its subcontractors, suppliers, agents, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Durant agrees to insure itself against the above claims under its contractual liability insurance coverage, but such insurance shall in no way limit the scope of Durant's indemnification of CNO hereunder. As a breach of the foregoing provisions may give rise to damages suffered by CNO which may be difficult if not impossible to ascertain, CNO may at its option obtain specific enforcement of Durant's obligations hereunder. The provisions of this Section shall survive the cancellation, termination, or expiration of this Agreement.

6. **Insurance.** Durant shall carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverages as described in the paragraphs below with insurance companies with an A.M. Best (or comparable agency) rating of A- or better. The limits set forth below are minimum limits and will not be construed to limit Durant's liability. All costs and deductible amounts will be for the sole account of Durant.

- a. Worker's Compensation insurance coverage in an amount that complies with the laws of the state or states having jurisdiction over each employee
- b. Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit not less than \$1,000,000.00 each occurrence, and annual aggregates not less than \$2,000,000.00, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse, and underground exclusion will be deleted.

7. **Warranty.** Durant warrants that all materials and equipment used on the Project shall be new, unless otherwise specified, of good quality, in conformance with this Agreement, and free from defective workmanship and materials. Durant further warrants that the Project shall be performed in a professional manner, with a degree of skill and care consistent with current, good, and sound professional procedures, and in conformity with the highest standards of the industry.

8. **Audits.** Durant shall maintain accurate and complete records relating to the Project. Such records shall be maintained in accordance with generally accepted principles and in a manner that facilitates auditing. Durant further agrees to permit CNO or its representatives to examine and/or conduct periodic audits of such records at reasonable times during the term of this Agreement and for three (3) years thereafter.

Upon receipt of any inspection, audit, or report from the FAA regarding the Project, Durant shall forward a copy of the same to CNO. Durant shall also send a copy of the FAA's notification that the Project is complete and meets all applicable standards and requirements to CNO as soon as possible after receipt of the same.

9. **Survival.** The obligations of the Parties under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, including, by way of illustration only and not limitation, those in the sections Indemnification, Insurance, and Confidentiality, and such other sections that by their nature must survive termination to affect their intended purpose shall survive termination, cancellation, or expiration of this Agreement.

10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oklahoma without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction.

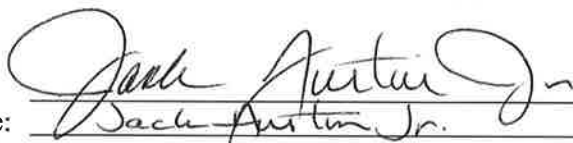
11. **Entire Agreement.** The parties shall not be required to entire into a Donation Agreement, as stated in the MOU. The terms and conditions of this Addendum and the MOU constitute the entire understanding and agreement between CNO and Durant with respect to the matters set forth in this Addendum and the MOU and supersede any and all prior or contemporaneous oral or written agreements, understandings or other communications between the parties with respect to such subject matter hereof. No amendment of any of the provisions of this Addendum and/or the MOU shall be valid unless in writing and signed by Parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of Durant and CNO have executed this Donation Agreement as of the Effective Date.

CITY OF DURANT, OKLAHOMA

By: _____
Name: _____
Its: _____
Date: _____

THE CHOCTAW NATION OF OKLAHOMA

By: 
Name: Jack Austin Jr.
Its: _____
Date: 12/19/18

MEMORANDUM OF AGREEMENT

This binding Memorandum of Agreement (this "MOA") is entered into effective as of August 14, 2018 (the "Effective Date"), and is intended to set forth the preliminary terms and conditions upon which THE CHOCTAW NATION OF OKLAHOMA ("CNO") and the DURANT AIRPORT AUTHORITY ("DAA"), propose to enter into an agreement regarding CNO's contribution of monies to assist in paying the costs of expanding the Durant Regional – Eaker Field Airport in Durant, OK, (herein referred to as the "Project"). CNO and DAA are herein collectively referred to as the "Parties" and individually as a "Party."

In consideration and recognition of the benefit the Project will have for CNO, its tribal members, employees, agents, and customers, CNO shall contribute two million dollars (\$2,000,000.00) to the funding of the Project. The terms and conditions governing CNO's contribution shall be agreed upon in writing between the Parties and set forth in a definitive agreement governing the same (the "Agreement").

The Parties will negotiate the terms and conditions of the Agreement in good faith and shall use commercially reasonable efforts to finalize and execute the Agreement within sixty (60) days after the Effective Date (the "Due Diligence Period"). The Agreement shall contain all of the terms and conditions, representations, warranties, covenants, and indemnities customarily included in similar agreements and other terms as the Parties agree.

This MOA shall constitute a binding and enforceable agreement and an expression of the Parties' mutual intent and understanding. In the event that the Parties cannot reach a mutual agreement as to the form of the Agreement within sixty (60) days of the Effective Date, this MOA shall terminate and the Parties shall be released of all responsibilities, obligations, and conditions hereunder. This MOA supersedes all prior oral or written agreements or understandings between the Parties with respect to the subject matter hereof. This MOA may be executed by facsimile and in one or more parts, and all such counterparts taken together will constitute one and the same MOA.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Memorandum of Understanding as of the Effective Date.



DURANT AIRPORT AUTHORITY


Jerry L. Tomlinson, Chairman

THE CHOCTAW NATION OF OKLAHOMA


Gary D. Batton, Chief