

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 CITY COUNCIL

4:00 PM

AMENDED AGENDA
Roscoe J. Hatfield
Council Chambers, 300
West Evergreen, Durant,
Oklahoma
SPECIAL AGENDA

December 20, 2016

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consider Notice of Appeal filed by Tanya Hall Gentry Concerning Property Located at East Florida St. and South East 1st St.
2. Consider Approval of Contract between the City of Durant and the Durant Area Chamber of Commerce (C-2016-90)
3. Consider Approval of Amended Contract Services Agreement for City Attorney Services City of Durant
4. Consideration To Approve Contract Change Order No. 2 Related To Rocking O Construction, LLC. Contract No. C-2015-09 For Country Club Road Infrastructure Improvements Funded By Community Development Block Grant 16246 CDBG-ED 14 (C-2015-05) Serving Overland Materials and Manufacturing Asphalt Plant.
5. Consideration To Approve Contract Change Order No. 1 Related To Haynes Equipment Company Contract No. C-2016-34 For Water System SCADA Improvements Funded By Community Development Block Grant 16436 CDBG 15 (C-2015-56).
6. Consideration to Approve Bid RFB No. 2016-102B Identified In The December 19, 2016 Bid Opening For 10" Water Main And Associated Appurtenances Materials Funded By Community Development Block Grant 16802 CDBG-ED 16 (C-2016-86) To Build Infrastructure Improvements Serving The Commercial Metals Company - CMC Steel Oklahoma, LLC.
7. Consider Approval of Amendment No. 3 to Agreement for Professional Airport Consulting Services dated February 10, 2015 Between City of

Durant and LBR, Inc.

8. Consider Approval of Request for Authorization to Purchase for Aeronautical Survey (RFAP #2016-164)

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 7th day of December, 2016 and that an agenda of said meeting was posted at the place of such meeting at 1:40 p.m. on the 16th day of December, 2016 and an amended agenda of said meeting was posted at the place of such meeting at 1:55 p.m. on the 19th day of December, 2016..

Cynthia J. Price, City of Durant



The City of Durant

Office of Community Development

Memorandum

Date: 12/15/2016
To: Mayor and City Council
From: Marty Cook
Re: Consider Notice of Appeal filed by Tanya Hall Gentry Concerning Property Located at East Florida St. and South East 1st St.

On December 12, 2016, Mary D. Hall delivered this Notice of Appeal to the Community Development Office.

This is an appeal to the City of Durant of the Findings and Orders made by Jack Skaggs, Hearing Officer, with regard to the property located at Lots 5 and 6, Block 193, City of Durant, Ok.

Council Information / Action Requested

Approve / Deny Appeal

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

ATTACHMENTS:

Description	Type	Upload Date
Email	Cover Memo	12/15/2016
Notice of Appeal	Cover Memo	12/15/2016
Narrative	Cover Memo	12/15/2016
Supporting Documents	Cover Memo	12/15/2016
Previous Pictures	Cover Memo	12/15/2016



Durant.org
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Darla Smith <dsmith@durant.org>

SE 1st and E Florida St. Durant OK 74701

2 messages

Darla Smith <dsmith@durant.org>

Wed, Dec 14, 2016 at 8:53 AM

To: tanya@blindturkey.com

Bcc: Marty Cook <mcook@durant.org>

Ms. Gentry,

On Monday December 12, 2016 an appeal was received concerning the clean up of your property located at 118 SE 1st. This appeal is currently set to be heard in front of City Council on Tuesday, December 20, 2016 at 4 pm at the Durant City Hall Council Chambers. Please feel free to reply with any questions or comments.

Thank you.

--
Darla Smith
Code Enforcement Officer
City of Durant
580-931-6611-Office
800-401-6941 Fax

tanya@blindturkey.com <tanya@blindturkey.com>

Wed, Dec 14, 2016 at 9:45 AM

To: Darla Smith <dsmith@durant.org>

Dear Ms. Smith,

Thank you for contacting me.

I have spoken with my mother, Mary Hall, and she is supposed to be representing me at the hearing. Her attorney drew up a letter asking for an extension and failed to include that information in the letter.

I understand the city has a duty to keep the citizens safe and have been very patient with her by extending deadlines in the past to help in her efforts to clean up the property and I appreciate that.

I am just asking for a little more time for her to continue her cleaning. She has assured me, again, that she is cleaning and removing the debris from the property and will continue to work until it is done. She said that she has already taken down the house and is hauling off the trash.

I don't know what would be considered a fair amount of time but I honestly can't afford a large cleaning bill from the city and am hoping that she can finish the work with whatever extra time can be given to her.

Since I can not personally attend the hearing and will be sending my mother to represent me, please let me know what my options are, such as costs to me if the city does have to clean the lot.

Thank you,

Tanya Gentry
615-945-2204

[Quoted text hidden]

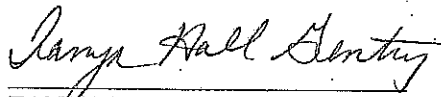
ADMINISTRATIVE COURT FOR THE CITY OF DURANT, OKLAHOMA

In Re:
Property Owner: Tanya Hall Gentry
Address: 112 East Florida Street
Legal: Lots 5 and 6, Block 193, City of Durant, Oklahoma

NOTICE OF APPEAL

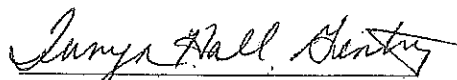
The undersigned, TANYA HALL GENTRY, does hereby give notice of appeal to the City of Durant of the Findings and Order made by Jack Skaggs, hearing officer of the Administrative Court of the City of Durant, Oklahoma. The Order provides that the property is dilapidated in regard to the above described property and the said TANYA HALL GENTRY does specifically state that the property is not dilapidated and has not become detrimental to the health, safety, and general welfare of the general public and appeals to the governing municipal body of the City of Durant, Oklahoma pursuant to Title 11 O.S. Section 22-112 (B). A copy of the Order is attached and made a part hereof.

The said undersigned does hereby request to be notified of a date to appear before the governing body of the municipality where she can state her reasons for objecting to the Findings and Order of the administrative hearing officer.

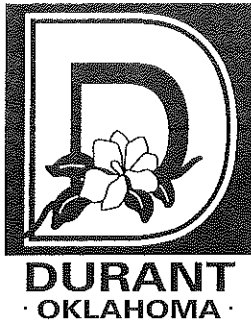

TANYA HALL GENTRY

CERTIFICATE OF DELIVERY

I hereby certify that I hand-delivered a this Notice of Appeal to the City Clerk of Durant, Oklahoma on the 12 day of December, 2016.


TANYA HALL GENTRY

Doc
12/21/16



THE CITY OF DURANT

Office of Community Development

To: Mayor and City Council
From: Darla Smith, Code Enforcement Officer
Date: 12-15-2016
RE: Tanya Hall Gentry – 118 SE 1st (Northeast Corner of SE 1st and E. Florida)

Timeline

December 31, 2015

Letters mailed and posted at property concerning the dilapidated structure, and trash and debris.

January 11, 2016

Hearing held before hearings officer, Jack Skaggs, at 4:00pm, was given a 30 day extension.

February 8, 2016

Mary Dean Hall attended the code hearing and requested more time, she was granted more time and was told if she continued to make progress we would work with her.

May 16, 2016

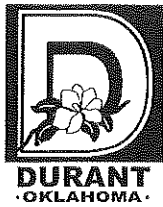
Mary Dean Hall was requested to appear at the code hearing to discuss the clean-up of this property, she stated that she needed more time and was going to sell the property, the hearings officer granted her a 6 month extension to demolish and or sale the property.

October 25, 2016

A certified letter was mailed to Mrs. Gentry and Ms. Hall informing them that the deadline for cleaning up the lot was approaching.

November 2, 2016

A certified letter was mailed to Mrs. Gentry and Ms. Hall informing them of the deadline for the City to abate the property, no earlier than December 12, 2016.



The City of Durant

Office of Community Development

December 31, 2015

TANYA HALL
1041 HOGANS BRANCH RD
HENDERSONVILLE, TN 37075

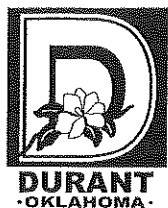
RE: Complaint: Dilapidated Structure (s)
Property: 118 SE 1ST

Dear Sir or Madam:

The City of Durant strives to protect the health, safety and well being of its citizens. A complaint has been made regarding a dilapidated structure at 118 SE 1ST. County records indicate that you are the owner or custodian responsible for the property legally described as DURANT LOTS 5 & 6 IN BLK 193, City of Durant, Bryan County, Oklahoma. The above-described property is in violation of City Codes. You are hereby requested to remove or considerably repair the dilapidated structure from the premises. If the structure is not removed or repaired to the satisfaction of the Building Inspector before 1/11/2016 this matter will be placed on the agenda of the Public Hearing scheduled for 4:00 p.m. on 1/11/2016. The Public Hearing will be conducted by a Hearing Officer in the City Hall Conference Room, Durant City Hall, 300 West Evergreen Street, Durant, Oklahoma. You are encouraged to attend and provide additional information. If the required work has been performed by 1/11/2016 your property will be removed from the agenda. However, if the required work has not been performed by the hearing date, your property may be declared a Public Nuisance. If so declared, the City may take action to have the nuisance abated and the costs incurred billed to you, and/or a citation may be issued to the property owner and/or tenant. If the costs due and owing to the City of Durant are not paid, the city may file a lien against the property. You are further notified that if similar nuisances occur within six months (6) after the abatement of this property, the city will abate the property and bill as described above, all without further notice. If you have any questions about this notice, have received this notice in error or need assistance finding someone to remove or repair the dilapidated structure, please contact the Community Development Department at 580-931-6610. Your timely cooperation in this matter is greatly appreciated.

Respectfully,

Darla Smith
Code Enforcement Officer



The City of Durant

Office of Community Development

December 31, 2015

TANYA HALL
1041 HOGANS BRANCH RD
HENDERSONVILLE, TN 37075

RE: Complaint: Trash and Debris
Property: 118 SE 1ST

Dear Sir or Madam:

The City of Durant strives to protect the health, safety and well being of its citizens. A complaint has been made regarding the accumulation of Trash & Debris at 118 SE 1ST. County records indicate that you are the owner or custodian responsible for the property legally described as DURANT LOTS 5 & 6 IN BLK 193 in the City of Durant, Bryan County, Oklahoma. The above-described property is in violation of City Codes. You are hereby requested to remove the trash and debris from the premises. If the trash and debris is not removed before 1/11/2016 this matter will be placed on the agenda of the Public Hearing scheduled for 4:00 p.m. on 1/11/2016. The Public hearing will be conducted by a Hearing Officer in the City Hall Conference Room, Durant City Hall, 300 West Evergreen Street, Durant, Oklahoma. You are encouraged to attend and provide additional information. If the required work as been performed by 1/11/2016, your property will be removed from the agenda. However, if the required work has not been performed by the hearing date, your property may be declared a Public Nuisance. If so declared, the City may take action to have the nuisance abated and the costs incurred billed to you and/or a citation may be issued. If the costs due and owing to the City of Durant are not paid, the city may file a lien against the property. You are further notified that if similar nuisances occur within six months (6) after the abatement of this property, the city will abate the property and bill as described above, all without further notice. If you have any questions about this notice, have received this notice in error or need assistance finding someone to remove the trash and debris, please contact the Community Development Department at 580-931-6610. Your timely cooperation in this matter is greatly appreciated.

Respectfully,

Darla Smith
Code Enforcement Officer

Addendum

Dilapidated Structure

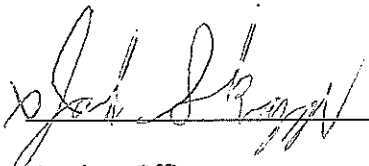
Property Address: 118 SE 1st

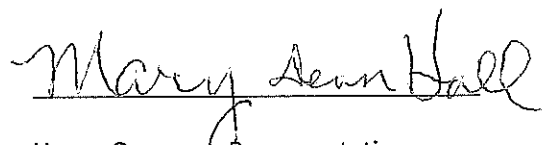
This property has been deemed as a dilapidated structure, which has become detrimental to the health, safety, and welfare of the general public.

The Hearings Officer has ordered this property to be abated by the City of Durant, no earlier than: 11-16-16

The abatement will consist of the following:

1. Removal of all Trash and Debris
2. Mowing/trimming of all Grass and Weeds and Trees and Shrubs
3. Demolition of the Structure known as: 118 SE 1st
and/or Sale of


Hearings Officer


Home Owner or Representative

5/16/16
Date:

5/16/16
Date:

October 25, 2016

Tanya Hall
1041 Hogans Branch Rd
Hendersonville, TN 37075

CC:
Mary Dean Hall
PO Box 871
Durant, OK 74702

RE: Durant Lots 5 & 6 in Block 193 (known as 118 SE 1st)

To whom it may concern:

On December 31, 2015 a notice was mailed and placed at the above mention property for trash/debris and dilapidated structure. A hearing was held on January 11, 2016 at which time Mary Dean Hall was given a 30 day extension to clear the property of all trash/debris, remove the junk vehicles and secure the structure. These issues were partially taken care of, as long as progress was being made the Hearings Officer extended the clean up by two weeks at a time. We requested that Mary Dean Hall be present for a hearing on May 16, 2016 to discuss the continued clean up of this property. At this hearing Mary Hall agreed to a (6) six month extension to get the property repaired, demolished or sold. If the property was not taken care of by November 16, 2016 the City would be forced to start the abatement process. This letter is being sent as a courtesy reminder that the deadline is fast approaching. If you have any questions or concerns please feel free to contact our office.

Sincerely,

Darla Smith
Code Enforcement Officer

Published in the Durant Daily Democrat December 2, 2016

TO: Tanya Hall Gentry, Mary Dean Hall, heirs, executors, interested parties, mortgage holders, lien holders, ect.

The above named owner(s) of real property at 118 SE 1st, legally described as Lots 5 and 6 in Block 193 in the City of Durant, Bryan County, Oklahoma according to the Government Plat and survey thereof, as shown on the current tax roll and deed records of the County Treasurer and County Clerks' office. You are hereby given notice that the City of Durant held a Public Hearing on January 11, 2016 at which time the Public Hearing Officer declared the property a Public Nuisance. The property was declared a nuisance because it was determined to be a danger to the public health, safety, or welfare due to damage, decay or other conditions. The Public Hearing Officer ordered abatement of the property no earlier than November 16, 2016. You are further notified that the City of Durant will proceed with the abatement action by demolishing the building(s), removal of debris and lot cleanup on said property after the tenth (10) day of the publication of this notice. Such action will cause a lien to be filed against said property for the costs incurred by the abatement action.

Cynthia Price
City Clerk
City of Durant



THE CITY OF DURANT

Office of Community Development

*** *Return Receipt Requested* ***

December 2, 2016

Mary Dean Hall
PO Box 871
Durant, OK 74702

RE: Demolition of Property

Property: 112/118 SE 1st

Legal : Lots 5 and 6 in Block 193 in the City of Durant, Bryan County, Oklahoma and S/2 NW/4 NW/4 and N/2 SW/4 NW/4 of Section 32, Township 6 South, Range 10 East, Bryan County, OK, surface interest only according to the Government Plat and survey thereof

Dear Sir or Madam:

You are hereby notified that the City of Durant held a Public Hearing on January 11th, 2016, at which time the Public Hearing Officer declared the property a Public Nuisance. The Property was declared a nuisance because it was determined to be a danger to the public health, safety, or welfare because of damage, decay, or other conditions. The Public Hearing Officer ordered abatement of the property. You are further notified that the City of Durant will proceed with the abatement action by demolishing the building(s), removal of debris, and lot cleanup on said property after the tenth (10th) day of the publication of this notice. Such action will cause a lien to be filed against the property for the costs incurred by the abatement action. If you have any questions concerning this matter, please contact this office at (580) 931-6610.

Respectfully,

Marty Cook
Community Development Manager

Cc: Tim Rundel, City Manager
Pat Phelps, City Attorney

Reference: Durant City code Sections §95.15 through §95.16
Oklahoma State Statutes Title 11 Section §22-112



THE CITY OF DURANT

Office of Community Development

*** *Return Receipt Requested* ***

December 2, 2016

Tanya Hall Gentry
1041 Hogans Branch Rd
Hendersonville, TN 37075

RE: Demolition of Property

Property: 112/118 SE 1st

Legal : Lots 5 and 6 in Block 193 in the City of Durant, Bryan County, Oklahoma and S/2 NW/4 NW/4 and N/2 SW/4 NW/4 of Section 32, Township 6 South, Range 10 East, Bryan County, OK, surface interest only according to the Government Plat and survey thereof

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Respectfully,

Marty Cook
Community Development Manager

Cc: Tim Rundel, City Manager
Pat Phelps, City Attorney

Reference: Durant City code Sections §95.15 through §95.16
Oklahoma State Statutes Title 11 Section §22-112







The City of Durant

Office of City Clerk

Memorandum

Date: 12/15/2016
To: Mayor and City Council
From: Jacque Wilson, Project Manager
Re: Consider Approval of Contract between the City of Durant and the Durant Area Chamber of Commerce (C-2016-90)

Approve contract between the City of Durant and the Durant Area Chamber of Commerce (C-2016-90)

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
Durant Area Chamber of Commerce Contract C-2016-90	Exhibit	12/16/2016

Agreement

Durant Area Chamber of Commerce and City of Durant

FY 2016-17

WHEREAS, the City of Durant desires to contract with the Durant Area Chamber of Commerce (Chamber) to operate a tourism promotion program for visitors touring our City and to provide an information and referral service for new residents as well as all citizens of our City.

NOW THEREFORE, the City of Durant and the Chamber do hereby agree as follows:

1. The Chamber agrees to operate an office which shall be open at least 5 days a week inside the city limits of Durant to provide tourism promotion services as well as information and referral services to visitors and residents of Durant.
2. The Chamber agrees to provide sufficient staffing to maintain the office as stated in Paragraph #1 above.
3. The City of Durant agrees to pay the Chamber \$5,000 which shall be paid in four quarterly payments to the Chamber as a partial reimbursement for its expenses in operating the office to provide tourism promotion and information and referral services to visitors and residents of the City of Durant.
4. To promote economic growth for the City of Durant.
5. As a result of receiving municipal funding, the Chamber agrees and understands that it must follow the Open Meeting Act (25 O.S. §304, Public Body).
6. This agreement shall become effective on the 20st day of December, 2016 and expire on 30th June 2017.

Approved by the Chamber and the Durant City Council on the date set forth beside each signature.

DURANT AREA CHAMBER OF COMMERCE

CITY OF DURANT

Chamber of Commerce President

Date

Stewart Hoffman, Mayor

Date

Janet Reed, Exec. Director

Date

Cynthia J. Price, City Clerk

Date



The City of Durant

Office of City Manager

Memorandum

Date: 12/16/2016
To: Mayor and City Council
From: Tim Rundel, City Manager
Re: Consider Approval of Amended Contract Services Agreement for City Attorney Services City of Durant

At the October 1, 2016 regular City Council meeting the professional services agreement with the City Attorney was tabled until the new City Manager could review the amended agreement. I have met with Mr. Phelps numerous times to discuss the language in the agreement and I am satisfied with the final revisions.

Council Information / Action Requested

Approve the amendment to Exhibit A to the professional services contract by striking the "not to exceed \$5,500" and add "to not exceed the annual budget".

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

City Clerk to obtain signatures and file.

ATTACHMENTS:

Description	Type	Upload Date
Amended Contract Services Agreement for City Attorney	Cover Memo	12/16/2016

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF DURANT**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the 1st day of July, 2016, by and between PAT PHELPS, OBA member #7105, ("Attorney" or "City Attorney") and the CITY OF DURANT, a municipal corporation ("City"). The term "City" shall also include all boards, commissions, financing authorities, and other bodies of City, including trust authorities in which the CITY is the beneficiary.

1. APPOINTMENT

City Council hereby appoints and hires Pat Phelps as its City Attorney to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission meetings and other boards and bodies of City, and its affiliated agencies, as may be directed by the City Manager.

Pat Phelps represents he employs, or will employ at his own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Attorney shall not replace the designated City Attorney (or any successor to such person) without the City Manager's prior approval in the event of illness or vacation scheduling. Approval of any such temporary substitute shall be obtained from the City Manager. City Attorney may appoint various assistants and deputies without cost to the City as City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. Attorney shall perform any and all work necessary for the provision of City Attorney services to City, including, without limitation, the following:

(i) Attendance at City Council, various authorities and committee meetings unless excused by the City Manager or his/her designee, and other board and commission meetings on request of the City Manager or his/her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation and maintain office hours as requested by the City Manager at times mutually agreed to by the City Manager and City Attorney; and

(iv) Prepare or review necessary legal documents such as: ordinances and

resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses, public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; and all similar documents, all as requested by City; and

(v) Represent and advise City on pending and potential litigation as requested by City; notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to the Attorney; and

(vi) Monitor pending and current legislation and case law as appropriate; and

(vii) Supervise outside legal services, if any.

B. Attorney as a full-service law firm, is prepared to, and will upon request of City, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, airport, water, waste water, electricity, waste management, transportation, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council or City Manager.

C. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.

D. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or City Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council or City Manager, at any time, to assign or reassign legal matter of City from or to the City Attorney. However, it is mutually understood that Pat Phelps may maintain a civil practice outside of his duties contained herein.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for the City Attorney to effectively render his professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary therefore. City further agrees to abide by this Agreement, and to timely pay Pat Phelps', bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Manager, at any time, to assign or reassign legal matters of City from or to the City Attorney.

4. COMPENSATION

A. Compensation shall be as set forth in Exhibit A.

B. Payment of Compensation shall be as set forth in Exhibit B.

5. COSTS AND OTHER CHARGES

City Attorney, may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit A. All clerical services, ordinary travel costs (*e.g., travel within the City*), and miscellaneous expenses (*e.g., telephone and facsimile charges*) are included within the rates set forth above, and there shall be no additional charges for such expenses. City agrees to reimburse City Attorney for expenses such as experts' or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by Attorney's cost of equipment or supplies except as provided herein. City does understand that City currently furnishes one desk top computer and one Microsoft Surface Pro for his use on City matters.

City Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. City Attorney will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of City. Attorney will select any investigators, consultants, or experts to be hired only after consultation with the City Manager.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the City shall be reimbursed by City only with the prior agreement of City. If the City Attorney needs to spend the night in City due to the late completion or early start of any meeting or litigation, then Attorney would be reimbursed actual costs for meals and lodging not to exceed reimbursement in excess of City policy.

Finally, periodically, when on-site, the City Attorney may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City, City will not be charged for such expenses and, in exchange, will not charge the City for calls made from his office or other locations to the City.

6. STATEMENTS

City Attorney shall render to City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by City normally on the second Wednesday of each month following the billing month, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

7. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of Pat Phelps and employees, were a substantial inducement for City to enter into this Agreement. Therefore, City Attorney shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to Attorney firm, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof

8. INDEPENDENT CONTRACTOR

Pat Phelps and staff shall perform all legal services required under this Agreement as an *independent contractor* of the City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Pat Phelps his agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of Pat Phelps, employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. INDEMNIFICATION

A. Pat Phelps agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of Pat Phelps, hereunder, or arising from Attorney's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of City, its officers, agents or employees.

B. City acknowledges Pat Phelps is being appointed as City Attorney pursuant to the authority of 11 O.S. §8-115, and has the authority of that office. Accordingly, the City is responsible for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its duty and indemnify Pat Phelps, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of the City Attorney in the course and scope of his employment hereunder, but nothing herein shall require City to indemnify Pat Phelps for liability arising from his own negligence in connection herewith:

(i) City will promptly provide a defense and pay any judgment rendered against the City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder;

(ii) In the event Pat Phelps, his agents or employees are made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to Pat Phelps, his agents or employees any and all costs and expenses incurred by Attorney, his agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

10. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: CITY OF DURANT
300 West Evergreen St.
Durant, OK 74701
Attention: City Manager

ATTORNEY: Pat Phelps, OBA 7105

325 W. Evergreen St.
Durant, OK 74701

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given three (3) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

11. NON-DISCRIMINATION

In connection with the execution of this Agreement, Attorney discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. Pat Phelps shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. TERM. DISCHARGE AND WITHDRAWAL

This Agreement shall commence on July 1, 2016, and shall remain in full force and effect until terminated by either party hereto. City may discharge Attorney at any time. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. City Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days notice to City.

In the event of such discharge or withdrawal, City will pay Pat Phelps professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation, including without limitation, proration of the monthly amount to the date of such cessation. City agrees to execute, upon request, a stipulation in such form as to permit Attorney to withdraw as City's attorney of record in any legal action then pending. Attorney shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

13. CONFLICTS

Attorney has no present or contemplated employment which is adverse to the City. Attorney agrees that he shall not represent clients in matters either litigation or non-litigation against the City. However, he may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and PAT PHELPS reserves the right to represent such clients in matters not connected with his representation of the City.

If a potential conflict of interest arises in attorney's representation of two clients, if such conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Attorney would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

14. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of Oklahoma. In the event of any dispute hereunder, forum shall be the Bryan County District Court.

15. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement; and the current agreement between the City and Attorney regarding legal services for the City is hereby terminated as of June 30, 2016. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

16. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

Dated: _____

“CITY”

CITY OF DURANT, a municipal corporation

By: _____
Tim Rundel, City Manager

ATTEST:

City Clerk

Dated: _____

PAT PHELPS

EXHIBIT "A"
BILLING RATES

- (1) General legal services (which include services described except those hereafter described) will be billed at the rate of One Hundred Seventy-five Dollars (\$175) per hour not to exceed the annual budget.
- (2) Litigation services are the exception to (1) and will be billed at a rate of One Hundred Seventy-five Dollars (\$175) per hour.
- (3) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Dollars (\$200) per hour.
- (4) In addition to the foregoing, Pat Phelps would be reimbursed for out-of-pocket expenses including reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside City of Durant; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, attorney does not charge for word processing, local calls or mileage to City Hall or City offices. In exchange, when on-site, he would have the authority to use City copiers and telephones without charge. If the City Attorney needs to spend the night on City business due to the late completion or early start of any meeting or City litigation, then Pat Phelps would be reimbursed actual costs for meals and lodging not to exceed expenses allowed by City policy.
- (5) The rate for legal assistants or paralegals, irrespective of matter, shall be Seventy-Five Dollars (\$75) per hour.
- (6) The foregoing fee arrangement would remain in effect until adjusted by the City Manager.

EXHIBIT B

BILLING STATEMENT AND PAYMENT

The Attorneys fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due on the second Wednesday of each month after the date of the bill. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, and postage and staff overtime when necessitated and authorized by the client, all based on the actual and reasonable cost

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of City of Durant. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

City will furnish and be bill the cost of annual membership dues in the Oklahoma Municipal Attorneys Association and cost of the "Municipal Legal Forms" publication which Attorney retains in his office.

Registration fees for attorney attending conferences and seminars are paid by the City only upon approval of the City Manager.



The City of Durant

Grants Department

Memorandum

Date: 12/16/2016
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration To Approve Contract Change Order No. 2 Related To Rocking O Construction, LLC. Contract No. C-2015-09 For Country Club Road Infrastructure Improvements Funded By Community Development Block Grant 16246 CDBG-ED 14 (C-2015-05) Serving Overland Materials and Manufacturing Asphalt Plant.

In regards to this project, the Change Order No. 2 increase includes: additional curb and gutter, additional footage for driveways involved with the improvements, and chilled water utilized for concrete installation during extreme heat, as pre-approved by staff and engineer.

The project is within budget.

Council Information / Action Requested

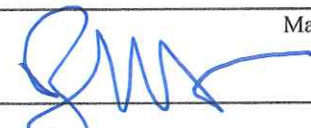
Approve Contract Change Order No. 2 for Contract C-2015-09 per agenda item. (See Attachment)

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

Staff will process the document as needed and maintain in appropriate project files.

ATTACHMENTS:

Description	Type	Upload Date
Rocking O Construction Change Order No. 2 - 16246 CDBG	Cover Memo	12/16/2016

CONTRACT CHANGE ORDER		ORDER NO.	2
		DATE	12/7/2016
		STATE	Oklahoma
		COUNTY	Bryan
CONTRACT FOR: Country Club Road Improvements Curb and Gutter Construction			
OWNER: City of Durant			
TO: Rocking O Construction			
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price	
Additional curb and gutter (North side) 56 lft @ \$14.22 lft		\$796.32	
Additional curb and gutter (South side) 72 lft @ \$14.09 lft		\$1,014.48	
Additional footage for driveways 249 lft @ \$14.22 lft		\$3,540.78	
Addition of chilled water to each load of concrete on south side		\$4,004.00	
TOTALS			\$9,355.58
NET CHANGE IN CONTRACT PRICE			\$9,355.58
JUSTIFICATION:			
The Original Contract Amount per Agreement dated 2/19/2016		Dollars	\$198,847.35
The Contract Amount will be Increased by this Change Order the Sum Of:		Dollars	\$9,355.58
The Contract Amount of all previous Change Orders:		Dollars	\$28,850.00
The Contract Total Including this and previous Change Orders Will Be:		Dollars	\$237,052.93
The Original Contract Period for Completion per Agreement dated			90 DAYS
The Contract Period Provided for Completion Will be Increased by this Change Order:			0 DAYS
The Contract Period Provided for Completion Modifications in all previous Change Orders			0 DAYS
The Revised Contract Period Provided for Construction will be:			90 DAYS
This document will become a supplement to the contract and all provisions will apply hereto.			
Requested:			
Mayor - City of Durant, Oklahoma		(DATE)	
Recommended 		12/13/16	
Wall Engineering		(DATE)	
Accepted 		12/13/16	
Contractor		(DATE)	



The City of Durant

Grants Department

Memorandum

Date: 12/16/2016
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration To Approve Contract Change Order No. 1 Related To Haynes Equipment Company Contract No. C-2016-34 For Water System SCADA Improvements Funded By Community Development Block Grant 16436 CDBG 15 (C-2015-56).

In regards to this project, the Change Order No. 1 increase is for the "chemical feed equipment", as pre-approved by staff and engineer.

The project is within budget.

Council Information / Action Requested

Approve Contract Change Order No. 1 for Contract C-2016-34 per agenda item. (See Attachment)

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

Staff will process the document as needed and maintain in appropriate project files.

ATTACHMENTS:

Description	Type	Upload Date
Change Order No. 1 SCADA - 16436 CDBG	Cover Memo	12/16/2016

CONTRACT CHANGE ORDER		ORDER NO.
		1
		DATE
		10/31/2016
		STATE
		Oklahoma
CONTRACT FOR: Water System SCADA Improvements		COUNTY
		Bryan
OWNER: City of Durant		
TO: Haynes Equipment Company		
You are hereby requested to comply with the following changes from the contract plans and specifications:		
Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Furnish and install additional equipment requested by owner.		\$7,888.00
	TOTALS	\$7,888.00
	NET CHANGE IN CONTRACT PRICE	\$7,888.00
JUSTIFICATION: Additional equipment requested by owner.		
The Original Contract Amount per Agreement dated 5/2/2016		\$186,463.00
Dollars		
The Contract Amount will be Increased by this Change Order the Sum Of:		\$7,888.00
Dollars		
The Contract Amount of all previous Change Orders:		\$0.00
Dollars		
The Contract Total Including this and previous Change Orders Will Be:		\$194,351.00
Dollars		
The Original Contract Period for Completion per Agreement dated		90 DAYS
The Contract Period Provided for Completion Will be Increased by this Change Order:		45 DAYS
The Contract Period Provided for Completion Modifications in all previous Change Orders		DAYS
The Revised Contract Period Provided for Construction will be:		135 DAYS
This document will become a supplement to the contract and all provisions will apply hereto.		
Requested:		
	Mayor - City of Durant, Oklahoma	(DATE)
Recommended	Wall Engineering	12/13/16 (DATE)
Accepted		11-14-16 (DATE)
Contractor		



The City of Durant

Grants Department

Memorandum

Date: 12/16/2016
To: Mayor and City Council
From: Rebecca Collins, Grants Coordinator
Re: Consideration to Approve Bid RFB No. 2016-102B Identified In The December 19, 2016 Bid Opening For 10" Water Main And Associated Appurtenances Materials Funded By Community Development Block Grant 16802 CDBG-ED 16 (C-2016-86) To Build Infrastructure Improvements Serving The Commercial Metals Company - CMC Steel Oklahoma, LLC.

Bids are scheduled to be opened Monday December 19 at 10:00 AM. In order to expedite, it was necessary to place an item on the Special Council agenda prior to bid opening.

Once the bids are reviewed to confirm the costs are within budget, the engineer will make recommendation for the lowest and best bid proposal. Becca will also check the "debarred list" for the identified vendor. This information will be provided to the council at the meeting.

Council Information / Action Requested

Approve RFB No. 2016-102B per agenda item. (Bid Ad is attached)

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

Staff will complete the bid award process with appropriate procurement procedure and maintain in appropriate project files.

ATTACHMENTS:

Description	Type	Upload Date
Bid Advertisement RFB No. 2016-102B Water Main Materials	Cover Memo	12/16/2016

ADVERTISEMENT FOR SEALED BIDS

RFB No. 2016-102 B

Grant # 16802 CDBG-ED 16

Sealed Bids will be received for the furnishing of materials supply only of 5,337 LF of 10" C900 PVC Water Main and associated appurtenances, funded by 16802 CDBG-ED 16, for the construction by City labor forces of the Water Line Improvements to serve CMC Steel Oklahoma, LLC. Sealed Bids will be received by **City of Durant, City Clerk, Room # 103 at 300 West Evergreen, Durant, OK** until **10:00 am** local time on **December 19, 2016**. The Sealed Bids will be opened and publicly read aloud at the **Durant City Hall, Conference Room, 300 West Evergreen** following receipt.

The Issuing Office for the Bidding Documents is: **City of Durant, City Clerk's Office (580) 931.6641**. Prospective Bidders may examine and obtain copies of the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8 am - 5 pm**.

Printed Bidding Documents may be obtained from the Issuing Office during the hours indicated above either via in-person pick-up or email. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents.

Bid Proposals will only be accepted as a Sealed Bid. For questions, please contact - Wall Engineering (580) 931.7998.

Owner: **City of Durant**

By: **Cynthia Price**

Title: **Clerk**

Date: **Wednesday, December 7, 2016**

+ + END OF ADVERTISEMENT FOR SEALED BIDS + +



The City of Durant

Office of City Clerk

Memorandum

Date: 12/19/2016
To: Mayor and City Council
From: Jacque Wilson, Projects Manager
Re: Consider Approval of Amendment No. 3 to Agreement for Professional Airport Consulting Services dated February 10, 2015 Between City of Durant and LBR, Inc.

This item is included in the budget.

Council Information / Action Requested

Approve Amendment No. 3 to Agreement for Professional Airport Consulting Services dated February 10, 2015 Between City of Durant and LBR, Inc.

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

City Clerk - Obtain required signatures and place of record.

ATTACHMENTS:

Description	Type	Upload Date
Amendment No. 3	Exhibit	12/19/2016

AMENDMENT NO. 3

This Amendment, made as of the _____ day of _____, 2016, 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 an Aeronautical Survey: AGIS Design/As-Built Survey at Durant Regional Airport-Eaker Field. See Exhibit A.
2. The following fees shall be added to Section V. B. as related to the above items:
 - 1A. A fixed fee of \$ 85,400.00

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

(Seal)

(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney

Exhibit A

July 19, 2016

Please find enclosed a Scope of Work to provide ground survey, aerial photography, digital orthophotos, airspace analysis and obstruction surveys for Durant Regional Airport – Eaker Field, to the current standards listed in Federal Aviation Administration (FAA) Advisory Circulars (AC) 150/5300-16, FAA AC 150/5300-17 and FAA AC 150/5300-18.

LBR Inc. is excited to be teamed with Beacon Aviation, and Stanger Surveying, two excellent Texas-based businesses, to provide a quality proposal.

We look forward to working with Durant Regional Airport – Eaker Field, and the City of Durant, on the above described projects. If you need additional information, or have any questions, please contact us.

Sincerely,

Dave Heaton
Vice President
LBR Inc.
405.377.8276
daveh@lbrok.com
1802 W. Wright Dr.
Stillwater, OK 74075

General Qualifications



1802 W. Wright Dr., Stillwater, OK 74075. Phone: 405-377-8276 www.lbrok.com

Established in 1978, LBR Inc. has provided consulting services for nearly 250 Oklahoma airport planning and construction projects. Services have included project identification, planning, project design, construction management, and project closeout. Projects have ranged from building an airport from the ground up, to airport lighting, pavement marking, and small parking apron projects. Through our team of long term sub-consultants, LBR has provided, ground survey, aerial photography and aerial orthophotos to multiple Oklahoma airports. Although project costs have ranged from \$40,000 - \$5,000,000, LBR has approached each one with the same amount of dedication and commitment to providing a quality product. LBR Inc. has never missed a project deadline in 38 years of operation.



194 CR 2950, Alba, TX 75410 Phone: 903-768-2001 www.BeaconAviationInc.com

Incorporated in Texas, 1993, Beacon Aviation, Inc. (BAI) has successfully completed 1,000+ projects over the past 20 years, sourcing and yielding 100% digital aerial mapping deliverables, to include Ortho Mosaics, DSM, DTM, contours, planimetrics. Projects have ranged from 2,000+ sq. mile Orthos, 6" contour generation, and HD Ortho color enhanced LiDAR output. With a focus in the mining industry monthly flights over the past 228 months have been made, to capture and deliver client target areas. BAI has never failed to fly a mission or missed a deadline. BAI feels well poised to be very responsive to TxDOT's need for Digital Airport Mapping, given our extensive experience with the size and scope of projects within the mining industry, which has required BAI to capture, process and delivered as many as 15 target areas in any given month for the last two decades.



Tyler, TX 75703 Phone: 903.534.0174 www.stangercorp.com

Stanger Surveying Tyler LLC was established in April of 1987, to provide professional land surveying services in the transportation, engineering, real estate, mapping, energy and utility sectors. We are currently providing professional land surveying services in Texas and Louisiana. Our staff includes over 80 employees, including 6 Registered Professional Land Surveyors, with associated office support staff and equipment. Our clients include: oil and gas, pipeline, power and telecommunications, renewable energy, mining, engineering, construction, Texas Parks and Wildlife, multiple districts for Texas Department of Transportation, and Texas Facilities Commission.

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

**Jed Banks, P.E.**

President

Email: jedb@lbrok.com

- **LBR Inc.** 2003 – Present; Engineer of record
- **City of Stillwater** 1998 – 2002; Engineering Assistant, Assistant City Engineer, City Engineer, Public Works Director.
- **Manhattan Construction**
- **Mary Construction**
- **Southern Nazarene University** Bachelor of Arts Degree
- **Oklahoma State University** Bachelor of Science in Civil Engineering
- **Professional Engineer** Oklahoma P.E. No. 15081

Dave Heaton

Vice President

Email: daveh@lbrok.com

- **LBR Inc.** 1990 – Present; Design assistance, drafting, plan production, quantity computations, field and aerial survey coordination.
- **City of Stillwater** 1985 – 1997; Field survey crewmember, design assistance, drafting, plan production, quantity computations.
- **R&J Systems** 1983 – 1985; Field survey crewmember.
- **University of Central Oklahoma**
- **Oklahoma State University**

Tyler McDonald, EIT

Vice President – Secretary Treasurer

Email: tylerm@lbrok.com

- **LBR Inc.** 2007 – Present; Grant administration, project administration, computer drafting.
- **Oklahoma State University** Bachelor of Science in Industrial Engineering and Management



Key Staff - Beacon Aviation Inc.

Marty Gould

V.P., Primary PIC, 6,750 TT, Commercial Pilot Privileges: AMEL, ASEL, CFII

Email: Marty@BeaconAviationInc.com

- **Beacon Aviation, Inc.** 1993 – Present; Owner operator, chief pilot, with over 30 years of PIC, Marty is the director of day to day operations.
- **Oklahoma State University** Bachelor of Science in Business Administration, with an area of concentration in Aviation.

Jesse Gould

Flight Commander

Email: Jesse@BeaconAviationInc.com

- Beacon Aviation, Inc. 2015 – Present: Flight Crew: mission navigation, operates all of the airborne aerial mapping equipment.

Taylor Gould

Project Manager

Email: Taylor@BeaconAviationInc.com

- **Beacon Aviation, Inc.** 2010 – Present; spatial positioning, image processing, and photo interpretation/Obstruction and Change Detection Specialist.
- **The University of Texas at Tyler:** Completing senior Year of Undergraduate studies

John Salters

Email: jbsalters@gmail.com

Beacon Aviation, Inc. 2014 – Present; Pilot

- PIC, with over 20+ years of PIC experience, 5,100 TT
- ATP: AMEL, Commercial Pilot Privileges, ASEL, CFI, single, multi-engine, instrument
- A&P



Key Staff - Stanger Surveying

Joey Stanger, RPLS

President/Owner of Stanger Surveying Tyler LLC.

Email: ljs@stangercorp.com

- 43 years of experience
- Registered Professional Land Surveyor since 1979

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

Key Staff – Stanger Surveying – Continued

Shane Neally, RPLS

Vice President/Director of Administration

Email: shane@stangercorp.com

- 20 years of experience with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping
- Registered Professional Land Surveyor since 2000

Preston Maxfield

Vice President/Director of Operations

Email: prestonm@stangercorp.com

- 43 years of experience, 21 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping

Randy Nowlin, RPLS

Senior Project Manager, Licensed in Texas and Louisiana, Email: randy@stangercorp.com

- 40 years of experience, 19 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping

Kenny Williams, RPLS

Senior Project Manager

Licensed in Texas and Colorado

Email: kenny@stangercorp.com

- 33 years of experience, 17 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping

Sean Spray, RPLS

Project Manager

Licensed in Texas, Oklahoma and Kansas

Email: sean@stangercorp.com

- 13 years of experience, 7 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping
- The University of Texas at Tyler, Bachelor of Science and Technology

Robert Wedgeworth, RPLS

Project Manager

Email: robertw@stangercorp.com

- 24 years of experience
- Tyler Junior College, Associates Degree in Surveying and Mapping

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

Equipment and Software

LBR Inc.

- **Computer Equipment:** (3) Computer workstations, purchased in the last 12 months, (2) laptops.
- **Software:** Windows 10, 64 bit, Microsoft Office 2017, AutoCAD 2017, Autodesk Infrastructure Design Suite 2017

Beacon Aviation Inc.

- **Aircraft:** Bonanza A36, equipped with g500 synthetic vision, A/P, 200 hrs SMOH/New Prop, G430, Gami/G2. N81RJ serves as our primary remote sensing platform capable of capturing 200,000 acres at a 6" GSD, in a single day.
- **Aircraft:** Cessna 172, IFR equipped with STC'd 180hp C/S, STOL and VGs, 150 hrs SMOH. N2688U serves as a platform that safely supports remote sensing projects that require GSD as tight as 2.54cm.
- **Metric Aerial Camera:** *Phase One iXA-r*: 80mp 40mm lens.
- **Receiver:** *NovaTel SPAN-SE GNSS/INS*.
- **Inertial Measurement Unit:** *IMU-FSAS tactical grade IMU* from iMAR GmbH.
- **Custom remote sensing Flight Computer:** running NovAtel Connect and PhaseOne IX Capture.
- **Software:** Camera Calibrator, PhaseOne CaptureOne, Inertial Explorer, KLT Atlas: (2) AT, Digital Stereo Plotter, Orthomosaic, SimActive: Correlator 3D, AT, DSM, Orthomosaic, Blue Marble: (3) Global Mapper V16
- Planar SD1710 Stereo/3D Monitor

Stanger Surveying

- **Computer Equipment:** (30) Work Stations, (20) Laptops, (4) Hewlett-Packard Large Format Plotters, 42in Hewlett-Packard, Design Jet Scanner and Printer
- **Survey Equipment:** C10 Leica HDS Scan-Station, Topcon GMS-2 Submeter GPS Unit, (30) Leica Total Stations, (36) Carlson Explorer Data Collectors, (16) RTK GPS Systems, (12) Trimble Dual Frequency Static Units, (27) Metrotech Pipeline Locators.
- **Vehicles:** (20) Fully Loaded 4WD Trucks, 10 ATV's
- **Software:** Auto CAD 2016, Carlson Survey 2016, Raster Design 2010, ESRI 9.3.1 ArcInfo (soon to be updated to version 10), ArcPublisher, Adobe Pro, Leica Cyclone 7.2, CloudWorx for AutoCAD.

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

Processes and Methods

Processes and Methods - Step 1

Imagery Acquisition Plan; Survey and Quality Control Plan: LBR, Beacon, Stanger

An Imagery Acquisition Plan and a Survey and Quality Control Plan, will be submitted in a format compatible with the Airport Surveying – GIS Program Manager on the Airports Geographic Information System through their website (<http://airports-gis.faa.gov>). The requirements for Primary Airport Control Station (PACS), Secondary Airport Control Station(s) (SACS), and all ground control information will be defined. Any special or unusual conditions that might affect the accuracy or the approach to completion of the plans will be identified at this time. The plans will be reviewed and approved by the FAA prior to the commencement of field work.

Processes and Methods - Step 2

Obtain and submit new digital photographic data: Beacon

New color aerial digital photographic images will be obtained per standards defined in FAA AC 150/5300-17C. The process will be fully digital, and will be accomplished with the following equipment:

- Aircraft: Bonanza A36 or Cessna 172 equipped with:
- *Phase One iXA-r* Aerial Camera: 80mp 40mm lens, with event-mid-point exposure, Spann communication. Camera captures digital images, with precision External Orientation (EO) data (XYZOPK), yielding the ability to immediately generate Direct Geo-referenced Orthomosaics and 3D surfaces.
- *NovAtel SPAN-SE GNSS/INS* Receiver (X,Y,Z decimeter accuracy)
- *IMU-FSAS tactical grade Inertial Measuring Unit* from iMAR GmbH: RTK position accuracy, (m) RMS: RTK horizontal = 0.02, vertical = 0.05, Attitude Accuracy (degrees) RMS, Roll = 0.008, Pitch = 0.008, Heading = 0.023. Custom remote sensing
- Flight Computer: running NovAtel Connect and PhaseOne IX Capture.

Before BAI images are utilized, our PhaseOne metric camera goes through a rigorous in-house camera calibration process, and on each and every mission a boresight has been accomplished to ensure images and EO data is up to our stringent manufacture's specifications. Missions will be flown when seasonal full tree leaf cover is present. Altitude of capture, area of coverage, and precision will meet or exceed the airport specific requirements as defined in FAA AC 150/5300-17C. During the acquisition of aerial imagery, the onboard GNSS/INS will accurately capture altitude, latitude and longitude coordinates so the EO location of the image frame is recorded at the mid-point of image exposure/event. Simultaneously, the IMU will collect details on the attitude (pitch, yaw and roll) of the aircraft at exact time of the event. This combination of information from the NovAtel GNSS/INS and IMU is critical Exterior Orientation (EO) data used

to photogrammetric process geometrically accurate imagery, i.e. **Direct georeferencing**, which is a new method in photogrammetry, especially in the digital camera era. This method does not require ground control points (GCP) and the Aerial Triangulation (AT), to process aerial photography into ground coordinates. When Direct georeferencing is coupled with traditional aerotriangulation *methods (which will be employed per the ACs)*, it further enhances the final product(s). BAI's airborne system results in high quality imagery, meeting or exceeding *requirements defined in FAA AC 150/5300-17C, "General Guidance and Specifications for Aeronautical Survey Imagery Acquisition and Submission to the National Geodetic Survey". Resulting imagery will be submitted as directed in AC 150/5300-17C, "Standards for Using Remote Sensing Technologies in Airport Surveys"*.

Processes and Methods - Step 3

Survey: Stanger

Primary Airport Control Station (PACS), Secondary Airport Control Station(s) (SACS), and all ground control information for controlling the aerial photography, as defined in Step 2, will be established as directed in Section 2.2.2 of AC 150/5300-16A. Data will include, but is not limited to:

- Runway centerline profiles, including any stopways with elevations gathered at 50 foot intervals.
- Identify and provide coordinates for all runway ends, including displaced thresholds.
- Identify and provide coordinates for all airport existing NAVAIDS, and all NAVAIDS installed or moved during the runway extension project.

Static GPS observations will be made using Trimble model 4000 and 4800 dual channel receivers and will be post processed using Trimble Business Center software.

Real Time Kinematic (RTK) GPS observations will be made using Leica Viva GS14 systems.

All data will be tied the National Spatial Reference System (NSRS) according to the following:

- AC 150/5300-18B Standards
- AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey (NGS).

Processes and Methods - Step 4

Analytical Aerotriangulation: Beacon

Using proven traditional photogrammetric methods, BAI will validate the accuracy of the aerial images by extending the Airborne GPS (ABGPS)/INS, Inertial Measuring Unit (IMU), throughout the AT process utilizing ground control point information within the project capture area. Selection of the photogrammetric points for control extension will adhere to the required geometric and photogrammetric principles. The following hardware / software will be used in the aerotriangulation process: KLT Atlas: AT, Digital Stereo Plotter (DSP), SimActive: AT, DSM

Processes and Methods - Step 5

Airspace Analysis: Beacon, LBR

All airspace surfaces will be created and obstructions will be identified for all applicable surfaces, VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS. The analysis will be based on the airport specific requirements, both existing and planned.

Software to be used:

- Autodesk Civil 3D
 - KLT: DSP Planar: SD1710 Stereo/3D Monitor
 - SimActive: AT, DSM/DTM, LiDAR .las generation, Orthomosaic

Processes and Methods - Step 6

Digital Orthophoto Development: Beacon

- Color LiDAR mass points, along with direct imagery from the stereo model will be generated from the DSM for Obstruction Survey analysis, using KLT's Digital Stereo Plotter software and the Planar SD1710 Stereo/3D Monitor. The airspace above and within the newly generated LiDAR surface will be visually studied by a human operator in 3D mode to identify any and all Obstructions per the ACs.
- Orthophotos of the defined area will be produced. Following is the processes of pixel-by-pixel orthophoto rectification:
- Accomplish interior orientation by measuring calibrated image fiducial marks to establish a photo coordinate system.
- Accomplish exterior orientation by the aerotriangulation process. This will transform the photo coordinates to ground coordinates.
- Produce a geo-referenced orthophoto by the process of differential rectification. The image will be resampled by using a true elevation model along with the exterior orientation to correct displacement of ground features.
- Quality control. Each orthophoto is individually checked for accuracy.
- Orthophoto images will be delivered in TIF/TFW format, with full-pixel resolution, geographically referenced, and will not be re-sampled.

Project Deliverables

1. Imagery Acquisition Plan will be submitted to <http://airports-gis.faa.gov>
2. Survey and Quality Control Plan will be submitted to <http://airports-gis.faa.gov>
3. Camera Calibration Report
4. Flight Line Diagram
5. Flight Report
6. Digital Stereo Imagery in TIFF format on portable hard drive with a ground sampling distance (GSD) between 10 and 30 cm.
7. Imagery geo-referencing information.
8. Obstruction data from Airspace Analysis
9. Digital orthophotos with full pixel resolution from both altitudes of photography.
10. Final Project Report

Airport GIS Statement-of-Work

Aeronautical Survey and Airport Airspace Analysis

Administrative

Date: November 30, 2016

Prepared for: Durant Regional Airport-Eaker Field, Durant, Oklahoma

Airport Contact: Mr. Jacque J. Wilson
City Projects Manager- City of Durant
300 W. Evergreen
Durant, Oklahoma 74701
Ph: 580-931-6657
jwilson@durant.org

Mr. Aaron Walkup
GIS-Mapping- City of Durant
300 W. Evergreen
Durant, Oklahoma 74701
Ph: 580-931-6622
awalkup@durant.org

Prepared by: Mr. Tyler McDonald
LBR Inc.
Stillwater, Oklahoma 74075
Phone: 405-377-8276
tylerm@lbrok.com

Planned NTP: 12/13/16

Estimated Completion: 3/1/17

Objectives and Background

The project objective is to extend Runway 17/35 by approximately 1,200 feet to 6,200 feet and extend the parallel Taxiway A. The extension will be to the RW 35 end. An Aeronautical Survey and Airport Airspace Analysis for vertically-guided operations will be conducted to support FAA development of LPV approaches to both ends. The desired decision altitude (DA) is 250 feet with $\frac{3}{4}$ mile visibility minima. The imagery will be acquired before construction begins – approximately 1 ½ years prior to commissioning. In a future A-GIS project, the imagery will be used to map the airport to produce an electronic ALP.

Requirements

AC 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.”

AC 150/5300-17B “General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey.”

AC 150/5300-18B “General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards.”

AC 150/5300-13 “Airport Design”

Data providers will make maximum use of existing data for the airport which is traceable to the source to meet the requirements of this SOW before undertaking additional data collection. Data collected or proposed for use in a project must meet the tolerances specified in the above Advisory Circulars at the 95 percent confidence level (RMSE) before being used in the project or as part of the required deliverables.

The Consultant will submit all data collected and associated required deliverables in the format(s) specified as outlined in the appropriate advisory circular to the sponsor/proponent who will ensure the data is submitted to the FAA Office of Airports, Airport Surveying-GIS Program. All data submissions to the FAA will be through the Airports-GIS website at <https://airports-gis.faa.gov/>.

The Consultant will submit weekly project status reports on the project through the program web site. The reports will contain progress updates and any significant issues with the project including deviations from the planned schedule.

The Consultant must submit, via the A-GIS website and have approved by the FAA/NGS the following required implementation plan(s) prior to commencing fieldwork.

Imagery
 Survey and Quality Control

The Consultant will submit final report for each plan as required in respective advisory circular.

The consultant will coordinate with the Airport Traffic Control Tower (ATCT) Management for the flight mission and access to the ATCT and FAA Technical Operations for access to NAVAID facilities.

Geodetic Control

This project will use existing PACS01, SAC01 and SAC02. If existing PACS/SACS are determined to be damaged the project will establish temporary geodetic control as required. Geodetic data will be tied to the National Spatial Reference System.

Imagery

Per AC 5300-17B, imagery will show full leaf coverage.

Digital Metric Camera: True Color

The following Flight Missions will be performed:

<u>Flying Height</u>	<u>Area</u>	<u>Photo scale</u>	<u>Ground Sample Distance</u>
3,972' AGL	A/B	1" = 600'	6 inch

Area A – Entire project area to include all Object Identification Surfaces (OIS) as defined in AC 150/530018B, Sections 2.7.1.1.

Area B – All Airport Property including 6,000' off both ends of Runway 17/35 (VGPS) with 1,200-foot ext.

Orthorectified imagery will be submitted for both flight missions.

Deliver data and information to NGS per 150/5300-17C, Paragraph 7.1, 7.2.

Data will be delivered to FAA per 150/5300-17C, Paragraph 7.1, 7.2

Survey and Quality Control

The Obstruction Survey will collect all attributes for safety-critical features. AC 150/5300-18B, Table 2-1, Column Instrument Procedure Development was used as a guide.

Conduct Airport Survey and Analysis:

Runway 17/35 in accordance with runways with Vertical Guidance (-18B, Section 2.7.1)

Validate Runway end position and elevation against existing FAA/NGS data:

Runway 17/35

Validate the following electronic and visual on airport NAVAIDS:

RW 17 REILS, PAPI

RW 35 REILS, PAPI

Validate the following off airport NAVAIDS:

N/A

Collect the following runway Profiles:

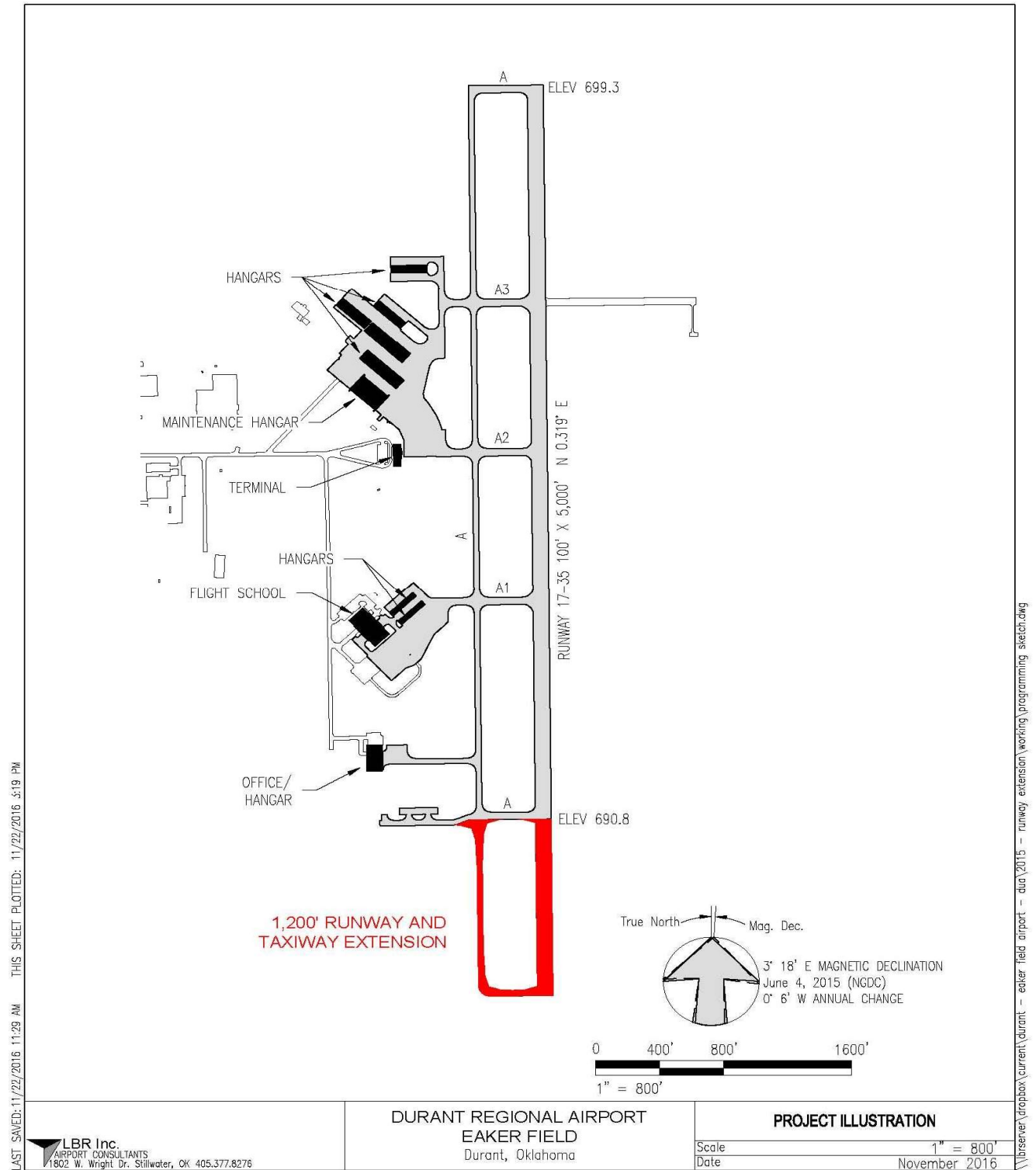
Runway 17/35 Centerline and 10-foot centerline offsets at 10-foot stations

Develop 1-foot elevation contours for entire airport

Validate Airport Elevation

Validate/Determine Airport Reference Point

Submit planned Runway 17/35 centerline extension profile at 10-foot stations and proposed Runway 35 end latitude, longitude and elevation, then after runway has been constructed validate plan data and submit actual values to FAA via AGIS Website.

Illustration

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

References:



Don Nuzum 580.767.0470

Airport Manager, Ponca City Regional Airport - Box 1450, Ponca City, OK 74602

Gary Johnson 405.372.7881

Airport Manager, Stillwater Regional Airport – 2020-1 W. Airport Rd., Stillwater, OK 74075

Ronny Nelson 405.372.7881

Airport Manager, David Jay Perry Airport – 100 E. Center Road, Goldsby, OK 73093

Mark Worthley 405.542.3103

Airport Board Member, Town of Hinton – PO Box 1038, Hinton, OK 73047

Beacon Aviation Inc.

Mr. Wayne Collins 903-768-2611

Original Chairman of the Board: KJDD, named by TxDOT Aviation, 2008 Texas Aviator of the Yr
1053 N. Johnson, Mineola, Tx 75773

Charlie Carrigan 903-626-6343

Production Planning Supervisor, Texas Westmoreland Coal Co. - Email:
CCarrigan@westmoreland.com

John Semken 318-871-3806

Supt-Mine Engineering, Dolet Hills Lignite Company – Email: jjsemken@aep.com

Charles E. Ettinger, PE 903-668-5542

Staff Engineer, North American Coal Corporation, Sabine Mine - 6501 Farm Rd 968 West,
Hallsville, TX 75650



Ted Pittinger 903-510-9141

District Survey Coordinator – Texas Department of Transportation - 2709 West Front St.
Tyler, Tx. 75702

Charles E. Ettinger, PE 903-668-5542

Staff Engineer, North American Coal Corporation, Sabine Mine - 6501 Farm Rd 968 West,
Hallsville, TX 75650

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

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Reference Projects

McAlester Regional Airport, McAlester, Oklahoma

2015 – Obstruction survey following safety area grading project.

Sub Consultant:

Aerial Data Service, Inc.

8301 East 51st Street, Suite 100

Tulsa, OK 74145-9046

918.622.4144 800.888.9163



The City of Durant

Office of City Clerk

Memorandum

Date: 12/19/2016
To: Mayor and City Council
From: Jacque Wilson, Projects Manager
Re: Consider Approval of Request for Authorization to Purchase for Aeronautical Survey (RFAP #2016-164)

Council Information / Action Requested

Approve Request for Authorization to Purchase for Aeronautical Survey (RFAP #2016-164)

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

ATTACHMENTS:

Description	Type	Upload Date
RFAP # 2016-164	Exhibit	12/19/2016

SPEND/CNTRCT#

INCODE PROJ#

RFAP#2016-164**REQUEST FOR AUTHORIZATION TO PURCHASE**

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item #

- 1 Item planned for spending (provide details):
AERONAUTICAL SURVEY
- 2 Department requesting authorization:
EAKER FIELD AIRPORT
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
LBR INC. AIRPORT CONSULTANTS
- 4 Estimated Purchase Date (M/D/Y): August 29, 2016
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.)
- 6 Is this item included in the current FY budget (Yes/No) Yes
- 7 GL account code: #015-605-503-80-35
- 8 Spending / purchase request details (complete below blanks):

8a Amount requested to spend	<u>\$85,400.00</u>
8b Item (new or replacement, if a capital item complete fixed asset form)?	<u>New</u>
8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form?	<u>No</u>
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)*
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review Yes
- 8e Does the purchase involve Grant Funding (Yes or No) FAA - OAC Yes
- 8f What is the City Cash Match for the Grant \$21,539.00
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)
- 9 Purchase is Planned By (complete appropriate item(s) below):
 - 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):
 - 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
 - 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

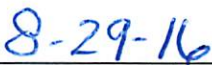
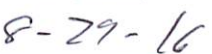
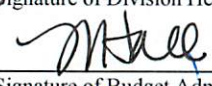
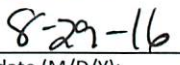
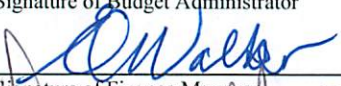
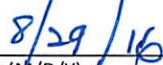
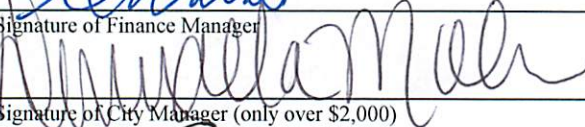
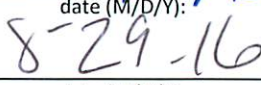
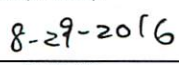
PROVIDE AN AERONAUTICAL SURVEY: AGIS DESIGN/AS-BUILT SURVEY AT DURANT REGIONAL AIRPORT-EAKER FIELD.

SEE EXHIBIT A

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

10a	 Signature of Grants Administrator (if applicable)	 date (M/D/Y):
10b	 Signature Department Head	 date (M/D/Y):
10c	 Signature of Division Head	 date (M/D/Y):
10d	 Signature of Budget Administrator	 date (M/D/Y):
10e	 Signature of Finance Manager	 date (M/D/Y):
10f	 Signature of City Manager (only over \$2,000)	 date (M/D/Y):
10g	Signature of City Treasurer (date)	
11h	City Manager Comments:	

AMENDMENT NO. 3

This Amendment, made as of the _____ day of _____, 2016, by and between the **City of Durant** 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 an Aeronautical Survey: AGIS Design/As-Built Survey at Durant Regional Airport-Eaker Field. See Exhibit A.

2. The following fees shall be added to Section V. B. as related to the above items:
 - 1A. A fixed fee of \$ 85,400.00

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

LBR INC.

CITY OF DURANT

President

Mayor

ATTEST

ATTEST

Secretary

City Clerk

(Seal)

(Seal)

Certification of Legality:
Approved as to form and legality

City Attorney

Exhibit A

July 19, 2016

Please find enclosed a Scope of Work to provide ground survey, aerial photography, digital orthophotos, airspace analysis and obstruction surveys for Durant Regional Airport – Eaker Field, to the current standards listed in Federal Aviation Administration (FAA) Advisory Circulars (AC) 150/5300-16, FAA AC 150/5300-17 and FAA AC 150/5300-18.

LBR Inc. is excited to be teamed with Beacon Aviation, and Stanger Surveying, two excellent Texas-based businesses, to provide a quality proposal.

We look forward to working with Durant Regional Airport – Eaker Field, and the City of Durant, on the above described projects. If you need additional information, or have any questions, please contact us.

Sincerely,

Dave Heaton
Vice President
LBR Inc.
405.377.8276
daveh@lbrok.com
1802 W. Wright Dr.
Stillwater, OK 74075

General Qualifications

LBR Inc.

1802 W. Wright Dr., Stillwater, OK 74075. Phone: 405-377-8276 www.lbrok.com

Established in 1978, LBR Inc. has provided consulting services for nearly 250 Oklahoma airport planning and construction projects. Services have included project identification, planning, project design, construction management, and project closeout. Projects have ranged from building an airport from the ground up, to airport lighting, pavement marking, and small parking apron projects. Through our team of long term sub-consultants, LBR has provided, ground survey, aerial photography and aerial orthophotos to multiple Oklahoma airports. Although project costs have ranged from \$40,000 - \$5,000,000, LBR has approached each one with the same amount of dedication and commitment to providing a quality product. LBR Inc. has never missed a project deadline in 38 years of operation.

Beacon Aviation Inc.

194 CR 2950, Alba, TX 75410 Phone: 903-768-2001 www.BeaconAviationInc.com

Incorporated in Texas, 1993, Beacon Aviation, Inc. (BAI) has successfully completed 1,000+ projects over the past 20 years, sourcing and yielding 100% digital aerial mapping deliverables, to include Ortho Mosaics, DSM, DTM, contours, planimetrics. Projects have ranged from 2,000+ sq. mile Orthos, 6" contour generation, and HD Ortho color enhanced LiDAR output. With a focus in the mining industry monthly flights over the past 228 months have been made, to capture and deliver client target areas. BAI has never failed to fly a mission or missed a deadline. BAI feels well poised to be very responsive to TxDOT's need for Digital Airport Mapping, given our extensive experience with the size and scope of projects within the mining industry, which has required BAI to capture, process and delivered as many as 15 target areas in any given month for the last two decades.

Stanger Surveying

Tyler, TX 75703 Phone: 903.534.0174 www.stangercorp.com

Stanger Surveying Tyler LLC was established in April of 1987, to provide professional land surveying services in the transportation, engineering, real estate, mapping, energy and utility sectors. We are currently providing professional land surveying services in Texas and Louisiana. Our staff includes over 80 employees, including 6 Registered Professional Land Surveyors, with associated office support staff and equipment. Our clients include: oil and gas, pipeline, power and telecommunications, renewable energy, mining, engineering, construction, Texas Parks and Wildlife, multiple districts for Texas Department of Transportation, and Texas Facilities Commission.

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

 LBR Inc. Key Staff – LBR Inc.
Airport Consultants

Jed Banks, P.E.

President

Email: jedb@lbrok.com

- **LBR Inc.** 2003 – Present; Engineer of record
- **City of Stillwater** 1998 – 2002; Engineering Assistant, Assistant City Engineer, City Engineer, Public Works Director.
- **Manhattan Construction**
- **Mary Construction**
- **Southern Nazarene University** Bachelor of Arts Degree
- **Oklahoma State University** Bachelor of Science in Civil Engineering
- **Professional Engineer** Oklahoma P.E. No. 15081

Dave Heaton

Vice President

Email: daveh@lbrok.com

- **LBR Inc.** 1990 – Present; Design assistance, drafting, plan production, quantity computations, field and aerial survey coordination.
- **City of Stillwater** 1985 – 1997; Field survey crewmember, design assistance, drafting, plan production, quantity computations.
- **R&J Systems** 1983 – 1985; Field survey crewmember.
- **University of Central Oklahoma**
- **Oklahoma State University**

Tyler McDonald, EIT

Vice President – Secretary Treasurer

Email: tylerm@lbrok.com

- **LBR Inc.** 2007 – Present; Grant administration, project administration, computer drafting.
- **Oklahoma State University** Bachelor of Science in Industrial Engineering and Management

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com



Key Staff - Beacon Aviation Inc.

Marty Gould

V.P., Primary PIC, 6,750 TT, Commercial Pilot Privileges: AMEL, ASEL, CFII

Email: Marty@BeaconAviationInc.com

- **Beacon Aviation, Inc.** 1993 – Present; Owner operator, chief pilot, with over 30 years of PIC, Marty is the director of day to day operations.
- **Oklahoma State University** Bachelor of Science in Business Administration, with an area of concentration in Aviation.

Jesse Gould

Flight Commander

Email: Jesse@BeaconAviationInc.com

- **Beacon Aviation, Inc.** 2015 – Present: Flight Crew: mission navigation, operates all of the airborne aerial mapping equipment.

Taylor Gould

Project Manager

Email: Taylor@BeaconAviationInc.com

- **Beacon Aviation, Inc.** 2010 – Present; spatial positioning, image processing, and photo interpretation/Obstruction and Change Detection Specialist.
- **The University of Texas at Tyler:** Completing senior Year of Undergraduate studies

John Salters

Email: jbsalters@gmail.com

Beacon Aviation, Inc. 2014 – Present; Pilot

- PIC, with over 20+ years of PIC experience, 5,100 TT
- ATP: AMEL, Commercial Pilot Privileges, ASEL, CFI, single, multi-engine, instrument
- A&P



Key Staff - Stanger Surveying

Joey Stanger, RPLS

President/Owner of Stanger Surveying Tyler LLC.

Email: ljs@stangercorp.com

- 43 years of experience
- Registered Professional Land Surveyor since 1979

LBR Inc. AIRPORT CONSULTANTS

1802 W. Wright Dr. - Stillwater, OK 74075 – Phone 405.377.8276 – Fax 405.377.3297

www.lbrok.com

Key Staff – Stanger Surveying – Continued

Shane Neally, RPLS

Vice President/Director of Administration

Email: shane@stangercorp.com

- 20 years of experience with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping
- Registered Professional Land Surveyor since 2000

Preston Maxfield

Vice President/Director of Operations

Email: prestonm@stangercorp.com

- 43 years of experience, 21 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping

Randy Nowlin, RPLS

Senior Project Manager, Licensed in Texas and Louisiana, Email: randy@stangercorp.com

- 40 years of experience, 19 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping

Kenny Williams, RPLS

Senior Project Manager

Licensed in Texas and Colorado

Email: kenny@stangercorp.com

- 33 years of experience, 17 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping

Sean Spray, RPLS

Project Manager

Licensed in Texas, Oklahoma and Kansas

Email: sean@stangercorp.com

- 13 years of experience, 7 years with Stanger Surveying
- Tyler Junior College, Associates Degree in Surveying and Mapping
- The University of Texas at Tyler, Bachelor of Science and Technology

Robert Wedgeworth, RPLS

Project Manager

Email: robertw@stangercorp.com

- 24 years of experience
- Tyler Junior College, Associates Degree in Surveying and Mapping

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Equipment and Software

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- **Computer Equipment:** (3) Computer workstations, purchased in the last 12 months, (2) laptops.
- **Software:** Windows 10, 64 bit, Microsoft Office 2017, AutoCAD 2017, Autodesk Infrastructure Design Suite 2017

Beacon Aviation Inc.

- **Aircraft:** Bonanza A36, equipped with g500 synthetic vision, A/P, 200 hrs SMOH/New Prop, G430, Gami/G2. N81RJ serves as our primary remote sensing platform capable of capturing 200,000 acres at a 6" GSD, in a single day.
- **Aircraft:** Cessna 172, IFR equipped with STC'd 180hp C/S, STOL and VGs, 150 hrs SMOH. N2688U serves as a platform that safely supports remote sensing projects that require GSD as tight as 2.54cm.
- **Metric Aerial Camera:** *Phase One iXA-r*: 80mp 40mm lens.
- **Receiver:** *NovaTel SPAN-SE GNSS/INS*.
- **Inertial Measurement Unit:** *IMU-FSAS tactical grade IMU* from iMAR GmbH.
- **Custom remote sensing Flight Computer:** running NovAtel Connect and PhaseOne IX Capture.
- **Software:** Camera Calibrator, PhaseOne CaptureOne, Inertial Explorer, KLT Atlas: (2) AT, Digital Stereo Plotter, Orthomosaic, SimActive: Correlator 3D, AT, DSM, Orthomosaic, Blue Marble: (3) Global Mapper V16
- Planar SD1710 Stereo/3D Monitor

Stanger Surveying

- **Computer Equipment:** (30) Work Stations, (20) Laptops, (4) Hewlett-Packard Large Format Plotters, 42in Hewlett-Packard, Design Jet Scanner and Printer
- **Survey Equipment:** C10 Leica HDS Scan-Station, Topcon GMS-2 Submeter GPS Unit, (30) Leica Total Stations, (36) Carlson Explorer Data Collectors, (16) RTK GPS Systems, (12) Trimble Dual Frequency Static Units, (27) Metrotech Pipeline Locators.
- **Vehicles:** (20) Fully Loaded 4WD Trucks, 10 ATV's
- **Software:** Auto CAD 2016, Carlson Survey 2016, Raster Design 2010, ESRI 9.3.1 ArcInfo (soon to be updated to version 10), ArcPublisher, Adobe Pro, Leica Cyclone 7.2, CloudWorx for AutoCAD.

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Processes and Methods

Processes and Methods - Step 1

Imagery Acquisition Plan; Survey and Quality Control Plan: LBR, Beacon, Stanger

An Imagery Acquisition Plan and a Survey and Quality Control Plan, will be submitted in a format compatible with the Airport Surveying – GIS Program Manager on the Airports Geographic Information System through their website (<http://airports-gis.faa.gov>). The requirements for Primary Airport Control Station (PACS), Secondary Airport Control Station(s) (SACS), and all ground control information will be defined. Any special or unusual conditions that might affect the accuracy or the approach to completion of the plans will be identified at this time. The plans will be reviewed and approved by the FAA prior to the commencement of field work.

Processes and Methods - Step 2

Obtain and submit new digital photographic data: Beacon

New color aerial digital photographic images will be obtained per standards defined in FAA AC 150/5300-17C. The process will be fully digital, and will be accomplished with the following equipment:

- Aircraft: Bonanza A36 or Cessna 172 equipped with:
- *Phase One iXA-r* Aerial Camera: 80mp 40mm lens, with event-mid-point exposure, Spann communication. Camera captures digital images, with precision External Orientation (EO) data (XYZOPK), yielding the ability to immediately generate Direct Geo-referenced Orthomosaics and 3D surfaces.
- NovAtel SPAN-SE GNSS/INS Receiver (X,Y,Z decimeter accuracy)
- IMU-FSAS tactical grade Inertial Measuring Unit from iMAR GmbH: RTK position accuracy, (m) RMS: RTK horizontal = 0.02, vertical = 0.05, Attitude Accuracy (degrees) RMS, Roll = 0.008, Pitch = 0.008, Heading = 0.023. Custom remote sensing
- Flight Computer: running NovAtel Connect and PhaseOne IX Capture.

Before BAI images are utilized, our PhaseOne metric camera goes through a rigorous in-house camera calibration process, and on each and every mission a boresight has been accomplished to ensure images and EO data is up to our stringent manufacture's specifications. Missions will be flown when seasonal full tree leaf cover is present. Altitude of capture, area of coverage, and precision will meet or exceed the airport specific requirements as defined in FAA AC 150/5300-17C. During the acquisition of aerial imagery, the onboard GNSS/INS will accurately capture altitude, latitude and longitude coordinates so the EO location of the image frame is recorded at the mid-point of image exposure/event. Simultaneously, the IMU will collect details on the attitude (pitch, yaw and roll) of the aircraft at exact time of the event. This combination of information from the NovAtel GNSS/INS and IMU is critical Exterior Orientation (EO) data used

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to photogrammetric process geometrically accurate imagery, i.e. **Direct georeferencing**, which is a new method in photogrammetry, especially in the digital camera era. This method does not require ground control points (GCP) and the Aerial Triangulation (AT), to process aerial photography into ground coordinates. When Direct georeferencing is coupled with traditional aerotriangulation *methods (which will be employed per the ACs)*, it further enhances the final product(s). BAI's airborne system results in high quality imagery, meeting or exceeding *requirements defined in FAA AC 150/5300-17C, "General Guidance and Specifications for Aeronautical Survey Imagery Acquisition and Submission to the National Geodetic Survey". Resulting imagery will be submitted as directed in AC 150/5300-17C, "Standards for Using Remote Sensing Technologies in Airport Surveys"*.

Processes and Methods - Step 3

Survey: Stanger

Primary Airport Control Station (PACS), Secondary Airport Control Station(s) (SACS), and all ground control information for controlling the aerial photography, as defined in Step 2, will be established as directed in Section 2.2.2 of AC 150/5300-16A. Data will include, but is not limited to:

- Runway centerline profiles, including any stopways with elevations gathered at 50 foot intervals.
- Identify and provide coordinates for all runway ends, including displaced thresholds.
- Identify and provide coordinates for all airport existing NAVAIDS, and all NAVAIDS installed or moved during the runway extension project.

Static GPS observations will be made using Trimble model 4000 and 4800 dual channel receivers and will be post processed using Trimble Business Center software.

Real Time Kinematic (RTK) GPS observations will be made using Leica Viva GS14 systems.

All data will be tied the National Spatial Reference System (NSRS) according to the following:

- AC 150/5300-18B Standards
- AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey (NGS).

Processes and Methods - Step 4

Analytical Aerotriangulation: Beacon

Using proven traditional photogrammetric methods, BAI will validate the accuracy of the aerial images by extending the Airborne GPS (ABGPS)/INS, Inertial Measuring Unit (IMU), throughout the AT process utilizing ground control point information within the project capture area. Selection of the photogrammetric points for control extension will adhere to the required geometric and photogrammetric principles. The following hardware / software will be used in the aerotriangulation process: KLT Atlas: AT, Digital Stereo Plotter (DSP), SimActive: AT, DSM

Processes and Methods - Step 5

Airspace Analysis: Beacon, LBR

All airspace surfaces will be created and obstructions will be identified for all applicable surfaces, VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS. The analysis will be based on the airport specific requirements, both existing and planned.

Software to be used:

- Autodesk Civil 3D
 - KLT: DSP Planar: SD1710 Stereo/3D Monitor
 - SimActive: AT, DSM/DTM, LiDAR .las generation, Orthomosaic

Processes and Methods - Step 6

Digital Orthophoto Development: Beacon

- Color LiDAR mass points, along with direct imagery from the stereo model will be generated from the DSM for Obstruction Survey analysis, using KLT's Digital Stereo Plotter software and the Planar SD1710 Stereo/3D Monitor. The airspace above and within the newly generated LiDAR surface will be visually studied by a human operator in 3D mode to identify any and all Obstructions per the ACs.
- Orthophotos of the defined area will be produced. Following is the processes of pixel-by-pixel orthophoto rectification:
- Accomplish interior orientation by measuring calibrated image fiducial marks to establish a photo coordinate system.
- Accomplish exterior orientation by the aerotriangulation process. This will transform the photo coordinates to ground coordinates.
- Produce a geo-referenced orthophoto by the process of differential rectification. The image will be resampled by using a true elevation model along with the exterior orientation to correct displacement of ground features.
- Quality control. Each orthophoto is individually checked for accuracy.
- Orthophoto images will be delivered in TIF/TFW format, with full-pixel resolution, geographically referenced, and will not be re-sampled.

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Project Deliverables

1. Imagery Acquisition Plan will be submitted to <http://airports-gis.faa.gov>
2. Survey and Quality Control Plan will be submitted to <http://airports-gis.faa.gov>
3. Camera Calibration Report
4. Flight Line Diagram
5. Flight Report
6. Digital Stereo Imagery in TIFF format on portable hard drive with a ground sampling distance (GSD) between 10 and 30 cm.
7. Imagery geo-referencing information.
8. Obstruction data from Airspace Analysis
9. Digital orthophotos with full pixel resolution from both altitudes of photography.
10. Final Project Report

Airport GIS Statement-of-Work

Aeronautical Survey and Airport Airspace Analysis

Administrative

Date: November 30, 2016

Prepared for: Durant Regional Airport-Eaker Field, Durant, Oklahoma

Airport Contact: Mr. Jacque J. Wilson
City Projects Manager- City of Durant
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LBR Inc.
Stillwater, Oklahoma 74075
Phone: 405-377-8276
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Planned NTP: 12/13/16

Estimated Completion: 3/1/17

Objectives and Background

The project objective is to extend Runway 17/35 by approximately 1,200 feet to 6,200 feet and extend the parallel Taxiway A. The extension will be to the RW 35 end. An Aeronautical Survey and Airport Airspace Analysis for vertically-guided operations will be conducted to support FAA development of LPV approaches to both ends. The desired decision altitude (DA) is 250 feet with $\frac{3}{4}$ mile visibility minima. The imagery will be acquired before construction begins – approximately 1 $\frac{1}{2}$ years prior to commissioning. In a future A-GIS project, the imagery will be used to map the airport to produce an electronic ALP.

Requirements

AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey."

AC 150/5300-17B "General Guidance and Specifications for Aeronautical Surveys: Airport Imagery Acquisition and Submission to the National Geodetic Survey."

AC 150/5300-18B "General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards."

AC 150/5300-13 "Airport Design"

Data providers will make maximum use of existing data for the airport which is traceable to the source to meet the requirements of this SOW before undertaking additional data collection. Data collected or proposed for use in a project must meet the tolerances specified in the above Advisory Circulars at the 95 percent confidence level (RMSE) before being used in the project or as part of the required deliverables.

The Consultant will submit all data collected and associated required deliverables in the format(s) specified as outlined in the appropriate advisory circular to the sponsor/proponent who will ensure the data is submitted to the FAA Office of Airports, Airport Surveying-GIS Program. All data submissions to the FAA will be through the Airports-GIS website at <https://airports-gis.faa.gov/>.

The Consultant will submit weekly project status reports on the project through the program web site. The reports will contain progress updates and any significant issues with the project including deviations from the planned schedule.

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The Consultant must submit, via the A-GIS website and have approved by the FAA/NGS the following required implementation plan(s) prior to commencing fieldwork.

Imagery
Survey and Quality Control

The Consultant will submit final report for each plan as required in respective advisory circular.

The consultant will coordinate with the Airport Traffic Control Tower (ATCT) Management for the flight mission and access to the ATCT and FAA Technical Operations for access to NAVAID facilities.

Geodetic Control

This project will use existing PACS01, SAC01 and SAC02. If existing PACS/SACS are determined to be damaged the project will establish temporary geodetic control as required. Geodetic data will be tied to the National Spatial Reference System.

Imagery

Per AC 5300-17B, imagery will show full leaf coverage.

Digital Metric Camera: True Color

The following Flight Missions will be performed:

<u>Flying Height</u>	<u>Area</u>	<u>Photo scale</u>	<u>Ground Sample Distance</u>
3,972' AGL	A/B	1" = 600'	6 inch

Area A – Entire project area to include all Object Identification Surfaces (OIS) as defined in AC 150/530018B, Sections 2.7.1.1.

Area B – All Airport Property including 6,000' off both ends of Runway 17/35 (VGPS) with 1,200-foot ext.

Orthorectified imagery will be submitted for both flight missions.

Deliver data and information to NGS per 150/5300-17C, Paragraph 7.1, 7.2.

Data will be delivered to FAA per 150/5300-17C, Paragraph 7.1, 7.2

Survey and Quality Control

The Obstruction Survey will collect all attributes for safety-critical features. AC 150/5300-18B, Table 2-1, Column Instrument Procedure Development was used as a guide.

Conduct Airport Survey and Analysis:

Runway 17/35 in accordance with runways with Vertical Guidance (-18B, Section 2.7.1)

Validate Runway end position and elevation against existing FAA/NGS data:

Runway 17/35

Validate the following electronic and visual on airport NAVAIDS:

RW 17 REILS, PAPI

RW 35 REILS, PAPI

Validate the following off airport NAVAIDS:

N/A

Collect the following runway Profiles:

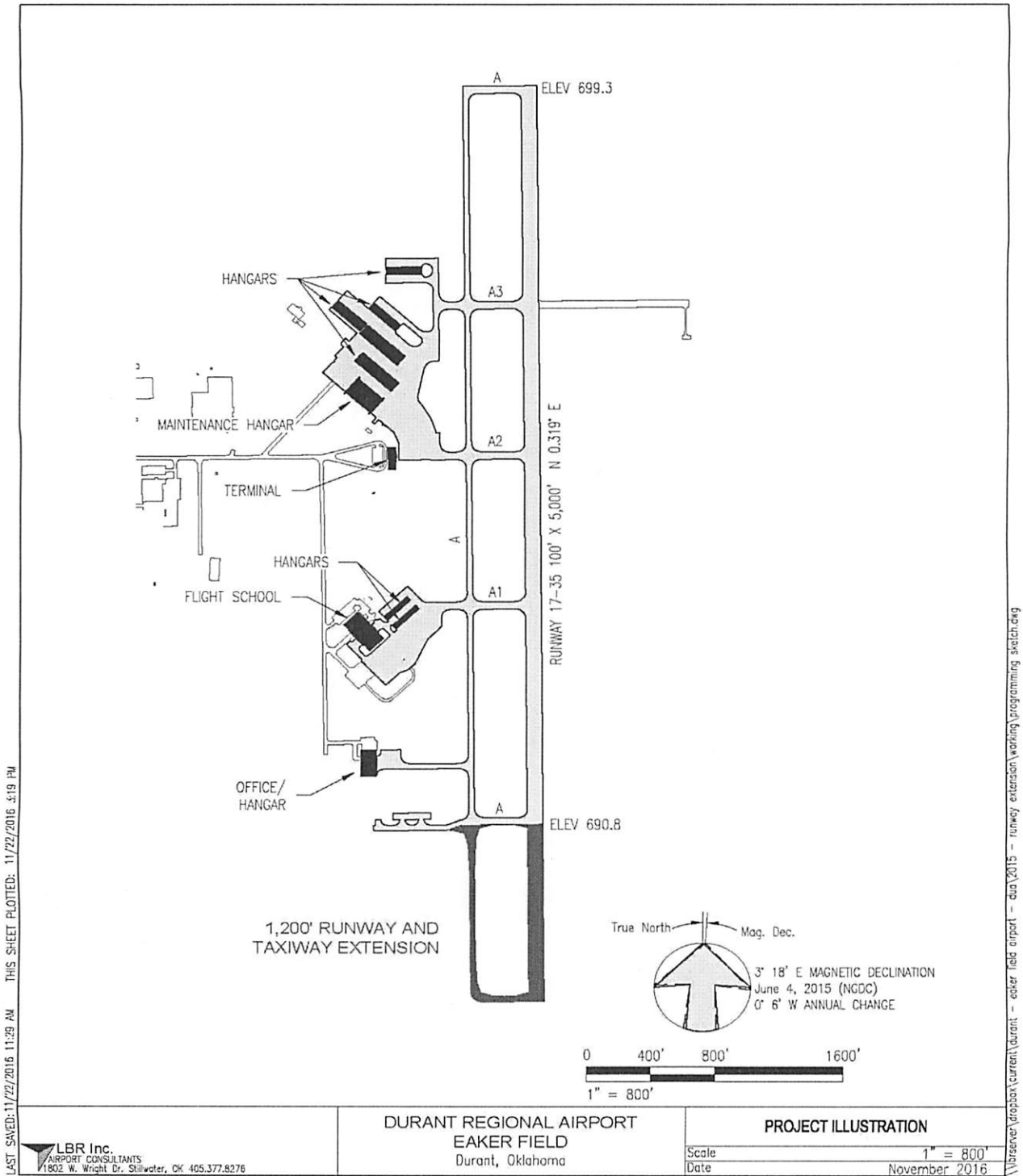
Runway 17/35 Centerline and 10-foot centerline offsets at 10-foot stations

Develop 1-foot elevation contours for entire airport

Validate Airport Elevation

Validate/Determine Airport Reference Point

Submit planned Runway 17/35 centerline extension profile at 10-foot stations and proposed Runway 35 end latitude, longitude and elevation, then after runway has been constructed validate plan data and submit actual values to FAA via AGIS Website.

Illustration
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References:

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