

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT AIRPORT AUTHORITY/ DAA

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
Durant City Hall
AGENDA**

March 8, 2016

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

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Minutes for Regularly Scheduled Durant Airport Authority Meeting Held February 9, 2016
- b. Consider Approval Of Contract (2016-08) With Contech, Inc. For Construction Of A Ten Unit T- Hangar At Durant Regional Airport- Eaker Field
- c. Consider Request For Authorization To Purchase (#2016-031) For Engineering Runway Rehabilitation At Durant Regional Airport - Eaker Field
- d. Consider Approval Of Amended Request For Authorization To Purchase (2015-089) For Airport Operators Share Of Fuel Sales At Durant Regional Airport- Eaker Field.

2. Consider Items Removed from Consent

3. Information Items

4. Administration

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk

of Durant on the 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 5:15 p.m. on the 4th day of March, 2016.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 3/1/2016
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Minutes for Regularly Scheduled Durant Airport Authority Meeting Held February 9, 2016

Minutes from the regular scheduled meeting of the Durant Airport Authority held on February 9, 2016 are attached for your review and approval.

Council Information / Action Requested

Approval of minutes.

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

ATTACHMENTS:

Description	Type	Upload Date
Minutes - February 9, 2016	Backup Material	3/1/2016

Agenda posted on Durant City Hall Entry Door at 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 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 6:30 p.m. on the 4th day of February, 2016.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT CITY AIRPORT
AUTHORITY OF February 9, 2016 AT 6:00 PM, ROSCOE J. HATFIELD COUNCIL
CHAMBERS, DURANT CITY HALL**

CALL TO ORDER

Meeting was called to order at 7:31 P.M. by Chairman Stewart Hoffman.

ROLL CALL

1. Consideration Items Removed from Consent

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

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

2. Administration

- a. Consider Award Of Financing For The Construction Of A Ten Unit T-Hangar At Durant Regional Airport-Eaker Field

Approved

Three bids were received for the financing of the construction of a ten unit T-Hangar at Durant Regional Airport-Eaker Field. Durant City Council has approved the award of financing to Vision Bank which had the lowest bid at 3.706% on a \$450,000 note for the Durant Airport Authority.

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to consider award of financing for the construction of a ten unit T-Hangar at Durant Regional Airport - Eaker Field.. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

- b. Consider Award Of Bid For Construction Of A Ten Unit T-Hangar At Durant Regional Airport-Eaker Field

Approved

There were four bidders. Durant City Council approved the award of bid to

Contech, Inc. which had the lowest bid of \$426,460.00 for the construction of a ten unit T-Hangar at Durant Regional Airport-Eaker Field.

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to consider award of bid for construction of a ten unit T-Hangar at Durant Regional Airport - Eaker Field. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

- c. Consider Approval Of Request For Authorization To Purchase #2016-013 For Construction Of Ten (10) Unit T-Hangars At Durant Regional Airport-Eaker Field

Approved

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to consider approval of request for authorization to purchase #2016-013 for construction of ten (10) unit T-Hangars at Durant Regional Airport - Eaker Field. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

- d. Consider Approval Of Amendment #2 With LBR, Inc. For Engineering To Rehabilitate Runway 17-35 At Durant Regional Airport-Eaker Field

Approved

Motion was made by Jerry Tomlinson and seconded by Destry Hawthorne to consider approval of Amendment #2 with LBR, Inc. for engineering to rehabilitate Runway 17-35 at Durant Regional Airport - Eaker Field. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

3. New Business

There was no new business.

Adjournment

Meeting was declared adjourned at 7:38 P.M.

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

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson



The City of Durant

Office of Technical Projects

Memorandum

Date: 2/25/2016
To: Airport Authority
From: Jerry Yandell, Public Works Director
Re: Consider Approval Of Contract (2016-08) With Contech, Inc. For Construction Of A Ten Unit T- Hangar At Durant Regional Airport- Eaker Field

Attached for your consideration is the contract(2016-08) between The City of Durant and Contech, Inc. for the construction of a ten (10) unit T-Hangar at Durant Regional Airport - Eaker Field. Your approval is sought in order to begin construction on this project.

I will be happy to answer any questions regarding this request.

Council Information / Action Requested

Council Approval

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

Sign Documents and send to respective parties

ATTACHMENTS:

Description	Type	Upload Date
T-Hangar construction contract	Cover Memo	2/25/2016

CONSTRUCTION CONTRACT

THIS CONTRACT, made the 9th day of February, 2016 by and between **Contech Inc.**, hereinafter called CONTRACTOR, and the **City of Durant** hereinafter called OWNER.

ARTICLE 1, SCOPE OF WORK

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

CONSTRUCT NEW 10 UNIT T-HANGAR IN NORTH HANGAR DEVELOPMENT AREA DURANT REGIONAL AIRPORT-EAKER FIELD

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

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall commence on the first working day after the date of written "Notice to Proceed" of the Owner is issued and shall be fully completed within 60 working days for the Base Bid.

ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

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

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

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

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

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

ARTICLE 4, CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract in current funds the sum of Four Hundred Twenty Six Thousand, Four Hundres Sixty Dollars and no cents. (\$426,460.00).

ARTICLE 5, THE CONTRACT DOCUMENTS

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This contract is based on plans and specifications dated December 2015 and addenda thereto as follows: Addendum A dated 1-22-16.

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

ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT

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

ARTICLE 7, CONTINGENCY AGREEMENT

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

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

ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE

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

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

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

ARTICLE 11, DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

Part A

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

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

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

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

Part B

It is further understood and agreed:

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

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

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

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

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

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

CONTECH, Inc.

CONTRACTOR

ATTEST:

Billy Thompson

By

Title

Raymond
President

CITY OF DURANT

ATTEST:

CITY CLERK

MAYOR

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

MUNICIPAL COUNSELOR

AFFIDAVIT

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

I, BRYAN ADAIR, of lawful age, being first duly sworn, on oath says:

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

Bryan Adair
(Signature)

President
(Title)

Subscribed and sworn to before me this 16th day of February, 2016.

Lisa A. Linde
Notary Public (or Clerk or Judge)

My Commission Expires: 06/14/19



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Contech, Inc.

114 S. Elm Pl., Broken Arrow, Oklahoma 74012

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of Iowa

as Surety, are held and firmly bound unto

City of Durant

300 W. Evergreen, Durant, OK 74701

(hereinafter called "Obligee"), in the penal sum of Four Hundred Twenty Six Thousand, Four Hundred Sixty Dollars and no cents

DOLLARS (\$ -----\$426,460.00-----), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 16th day of February, 20 16.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 22nd day of January, 20 16, providing for the construction or supply of,

CONSTRUCT NEW 10 UNIT T-HANGAR IN NORTH HANGAR DEVELOPMENT AREA

DURANT REGIONAL AIRPORT-EAKER FIELD, DURANT, OKLAHOMA

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

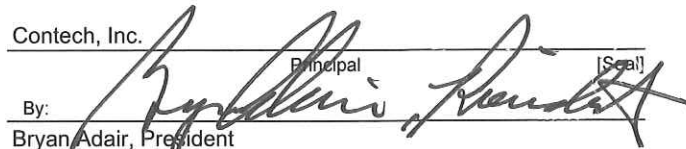
WITNESS:


(If Individual or Firm)

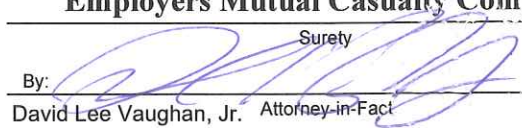
ATTEST:


(If Corporation)

Contech, Inc.

By: 
Bryan Adair, President

Employers Mutual Casualty Company

By: 
David Lee Vaughan, Jr. Attorney-in-Fact

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID LEE VAUGHAN, JENIFER WELLS, SHERYL SHUCK, DAVID LEE VAUGHAN, JR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2016 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

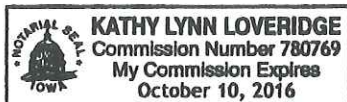
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

10th day of OCTOBER, 2014.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 10th day of OCTOBER AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on OCTOBER 10, 2014 on behalf of:
DAVID LEE VAUGHAN, JENIFER WELLS, SHERYL SHUCK, DAVID LEE VAUGHAN, JR

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of February, 2014.

[Signature] Vice President

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Contech, Inc.

114 S. Elm Pl., Broken Arrow, OK 74012

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of

Iowa (hereinafter called "Surety"), as Surety, are held and firmly bound unto the

City of Durant

300 W. Evergreen, Durant, OK 74701

(hereinafter called "Obligee"), in the penal sum of Four Hundred Twenty Six Thousand, Four Hundred Sixty Dollars and no cents

DOLLARS, (\$ 426,460.00), good and lawful money of the United

States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 16th day of February, 20 16.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named

Obligee, dated the 22nd day of January, 20 16, providing for the

construction or supply of, CONSTRUCT NEW 10 UNIT T-HANGAR IN NORTH HANGAR DEVELOPMENT AREA

DURANT REGIONAL AIRPORT-EAKER FIELD, DURANT, OKLAHOMA

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 16th day of February, 20 16.

WITNESS:

Jamie Brown
(If Individual or Firm)

ATTEST:

(If Corporation)

Contech, Inc.

Principal

By: Bryan Adair, President

Employers Mutual Casualty Company

Surety

By: David Lee Vaughan, Jr. Attorney-in-Fact

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT****KNOW ALL MEN BY THESE PRESENTS, that:**

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 DAVID LEE VAUGHAN, JENIFER WELLS, SHERYL SHUCK, DAVID LEE VAUGHAN, JR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2016 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

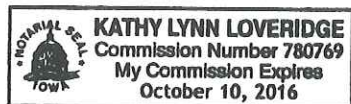
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

10th day of OCTOBER, 2014.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President

On this 10th day of OCTOBER AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

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 DAVID LEE VAUGHAN, JENIFER WELLS, SHERYL SHUCK, DAVID LEE VAUGHAN, JR

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of February, 2016.

[Signature] Vice President

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Contech, Inc. of 114 S. Elm Pl., Broken Arrow, OK 74012
as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa as Surety,
are firmly bound unto City of Durant, 300 W. Evergreen, Durant, OK 74701, (hereinafter called Obligee)
in the Penal Sum of Four Hundred Twenty Six Thousand, Four Hundred Sixty Dollars and no cents (\$ 426,460.00) Dollars
lawful money of the United States of America, for the payment of which, well and truly to be made, the
Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has completed a certain contract, _____
CONSTRUCT NEW 10 UNIT T-HANGAR IN NORTH HANGAR DEVELOPMENT AREA
DURANT REGIONAL AIRPORT-EAKER FIELD, DURANT, OKLAHOMA
_____ in conformity with certain specifications; and submits
said contract for acceptance by the Obligee.

Whereas, a further condition of said contract is that the said principal should furnish a bond
of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said
work within a period of (1) Year years from the date of acceptance of the work under said
contract; and

Whereas, the said EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa for
a valuable consideration, has agreed to join with said principal in such bond or guarantee, indemnifying
said Obligee, as aforesaid;

Now, therefore, the Condition of This Obligation is such, that if the said Principal does and
shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the
period of (1) Year years from the date of acceptance of the work under said contract, by reason of
bad workmanship or poor material used in the construction of said work, then this obligation to be null and
void; otherwise to be and remain in full force and virtue in law.

Date of Formal Acceptance of Contract: January 22nd 20 16 Signed and delivered this 16th Day of February 20 16

Bond Approved: February 16th 20 16

By: _____
For the Obligee
(An executed copy hereof is to be returned to the Surety)

Contech, Inc.
Principal
By: Bryan Adair, President
EMPLOYERS MUTUAL CASUALTY COMPANY
Surety
By: David Lee Vaughan, Jr. Attorney-in-fact



P.O. Box 712 • Des Moines, IA 50306-0712

No. B37723

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID LEE VAUGHAN, JENIFER WELLS, SHERYL SHUCK, DAVID LEE VAUGHAN, JR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2016 unless sooner revoked.

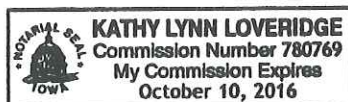
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 10th day of OCTOBER, 2014.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 10th day of OCTOBER AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on OCTOBER 10, 2014 on behalf of:
DAVID LEE VAUGHAN, JENIFER WELLS, SHERYL SHUCK, DAVID LEE VAUGHAN, JR

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of February, 2016.

[Signature] Vice President



CONTE-2

OP ID: D2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2016

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

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

PRODUCER Vaughan Insurance Group, LLC PO Box 52534 Tulsa, OK 74152-0534 David Vaughan		CONTACT NAME: David Vaughan PHONE (A/C, No, Ext): 918-779-7880 E-MAIL ADDRESS: david@vaughanins.com FAX (A/C, No): 918-779-7885		
INSURED Contech, Inc. 114 S Elm Place Broken Arrow, OK 74012		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Insurance		
		INSURER B: Travelers Indemnity Co. Of Ame		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	DT-CO-8F653562-COF-15	05/30/2015	05/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	DT-810-8F653562-TIA-15	05/30/2015	05/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10000	X	X	DTSM-CUP-8F653562-IND-15	05/30/2015	05/30/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	DTHUB-8F65356-2-15	05/30/2015	05/30/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			QT-660-4307B956-TIL-15	05/30/2015	05/30/2016	Leased 700,000 Deduct 2,500

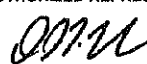
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT:

Construct New 10 Unit T-Hangar in North Hangar Development Area
Durant Regional Airport-Eaker Field, Durant, OK
See Page 2 for Additional Notes

CERTIFICATE HOLDER

CANCELLATION

CITY OF D City of Durant 300 W Evergreen Durant, OK 74701	CITY OF D SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTEPAD:

HOLDER CODE CITYOFD
INSURED'S NAME Contech, Inc.

CONTE-2
OP ID: D2

PAGE 2
Date 02/16/2016

The Owner, City of Durant and Engineer, LBR, Inc., are added as additional insureds with regards to the General Liability policy (Including ongoing operations and Completed Operations), the Auto Liability, and the Excess Liability policies. Waiver of Subrogation is added for all policies. Policies are primary and non-contributory and a 30 day notice of cancellation is added for Owner and Engineer

CERTIFICATE OF NON-DISCRIMINATION

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

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

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



CONTRACTOR'S SIGNATURE

ATTEST



SECRETARY



The City of Durant

Office of Technical Projects

Memorandum

Date: 2/24/2016
To: Airport Authority
From: Jerry Yandell, Director of Technical Projects
Re: Consider Request For Authorization To Purchase (#2016-031) For Engineering Runway Rehabilitation At Durant Regional Airport - Eaker Field

The attached RFAP (#2106-031) is presented for your approval. This document coincides with the previously approved Amendment # 2 from LBR, Inc. for engineering work in regard to the runway rehabilitation at Durant Regional Airport - Eaker Field. Your approval is recommended.
I will be happy to answer any questions concerning this request.

Council Information / Action Requested

Council approval

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

Notify City Treasurer

ATTACHMENTS:

Description	Type	Upload Date
Request for Authorization to Purchase	Cover Memo	2/25/2016

SPEND/CNTRCT#

INCODE PROJ#

RFAP #2016-031**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):
ENGINEERING FOR THE RUWAY OVERLAY PROJECT WHICH INCLUDES DESIGN, PRELIMINARY ENGINEERING, PROVIDE FAR'S AND UPDATE THE DBE

- 2 Department requesting authorization:
EAKER FIELD AIRPORT

- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
LBR, INC.

- 4 Estimated Purchase Date (M/D/Y):

February 19, 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)

015-065-503-80-50
Yes

- 7 GL account code:

#

- 8 Spending / purchase request details (complete below blanks):

- 8a Amount requested to spend

\$334,000.00

- 8b Item (new or replacement, if a capital item complete fixed asset form)?

New

- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form?

No

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

No

- 8e Does the purchase involve Grant Funding (Yes or No)

Yes

- 8f What is the City Cash Match for the Grant

\$17,000.00

- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details)

\$17,000.00 IS CITY MATCH, \$317,000.00 IS FAA AND OAC MATCH

- 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.

LBR, INC. HAVE THE AMENDMENT TO START SOON

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	<u>N/A</u> Signature of Grants Administrator (if applicable)	date (M/D/Y):
10b	<u>N/A</u> Signature Department Head	date (M/D/Y):
10c	<u>N/A</u> Signature of Division Head	date (M/D/Y):
10d	<u>M. Hall</u> Signature of Budget Administrator	2-24-16 date (M/D/Y):
10e	<u>James Gaudin</u> Signature of Project Director (only over \$5,000 capital projects)	2/19/16 date (M/D/Y):
10f	<u>Sarah Sherres</u> Signature of City Manager (only over \$2,000)	19 FEB 2016 date (M/D/Y):
10g	<u>Alison</u> Signature of City Treasurer (date)	2/19/2016 date (M/D/Y):

11h City Manager Comments:



The City of Durant

Office of Technical Projects

Memorandum

Date: 2/29/2016
To: Airport Authority
From: Jerry Yandell, Public Works Director
Re: Consider Approval Of Amended Request For Authorization To Purchase (2015-089) For Airport Operators Share Of Fuel Sales At Durant Regional Airport- Eaker Field.

Attached is an amended Request for Authorization to Purchase in regard to the operators share of revenue from fuel sales at Durant Regional Airport- Eaker Field. This adjustment is necessary due to the amount of fuel sold, as fuel sales are unpredictable and hard to forecast.
Your approval is recommended for this amendment.

Council Information / Action Requested

Council approval

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

Treasurer to make budget adjustment

ATTACHMENTS:

Description	Type	Upload Date
Amended RFAP 2015-089	Cover Memo	2/29/2016

SPEND/CNTRCT#
 INCODE PROJ#
 RFAP# 2015-089

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):
 OPERATOR'S SHARE IN SALES FOR FY 2015/2016, CONTRACT# C-2015-23

- 2 Department requesting authorization:
 EAKER FIELD AIRPORT

- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
 D/W AVIATION

- 4 Estimated Purchase Date (M/D/Y): June 26, 2015
- 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: #206-065-503-30-66
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend \$135,000
- 8b Item (new or replacement, if a capital item complete fixed asset form)? New
- 8c Old Item to be Traded-In (Yes / No). Note: If a capital item complete fixed asset form? No

- 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 No
- 8e Does the purchase involve Grant Funding (Yes or No) No
- 8f What is the City Cash Match for the Grant \$
- 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:

Spend & Contract Form

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:

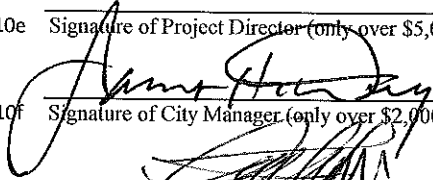
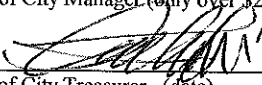
9e **Professional Services Agreement** -- Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

A COPY OF THE CONTRACT IS ATTACHED

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):
		6-29-15
10b	Signature of Department Head	date (M/D/Y):
		6-29-15
10c	Signature of Division Head	date (M/D/Y):
		6-29-15
10d	Signature of Budget Administrator	date (M/D/Y):
10e	Signature of Project Director (only over \$5,000 capital projects)	date (M/D/Y):
	 <i>SS 2-29-16 \$135K</i>	6/30/15
10f	Signature of City Manager (only over \$2,000)	date (M/D/Y):
		6-29-2015
10g	Signature of City Treasurer (date)	date (M/D/Y):
11h	City Manager Comments:	