

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

DURANT AIRPORT AUTHORITY/ DAA

6:00 PM

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

March 13, 2018

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

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of February 13, 2018

2. Consider Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

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

4. Administration

- a. Consider Approval of a Lease Agreement with Hangar 10 Aviation, LLC for the Lease of the Large Hangar at Durant Regional Airport - Eaker Field

5. Information Items

- a. Airport Manager Monthly Report - February 2018

6. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 4:55 p.m. on the 9th day of March, 2018.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 2/28/2018
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of February 13, 2018

Council Information / Action Requested

Approval of Regular Meeting Minutes of February 13, 2018

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

ATTACHMENTS:

Description	Type	Upload Date
2.13.2018 Minutes	Exhibit	2/28/2018

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November, 2017 and that an agenda of said meeting was posted at the place of such meeting at 3:45 p.m..on the 9th day of February, 2018.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT
AIRPORT AUTHORITY OF February 13, 2018 AT 6:00 PM, Roscoe J.
Hatfield Council Chambers, 300 West Evergreen, Durant, Oklahoma**
CALL TO ORDER

Chairman Tomlinson called the meeting to order at 8:41 p.m.

ROLL CALL

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

Absent: Trustee Destry Hawthorne (*denotes partial attendance)

Chairman Tomlinson declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of January 9, 2018 Approved

Motion was made by Chad Hitchcock and seconded by Mike Dills to approve consent item as presented.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hitchcock, Tomlinson

Absent: Hawthorne

2. Consideration Items Removed from Consent

3. Citizen Comments on Non-Agenda Items

There were no citizen comments.

4. Administration

- a. Consider Granting Mayor / Chairman Permission to Sign Amendment No. 4 to Contract # C-2015-04 with LBR Inc. Contingent Upon FAA Final Approval of the Environmental Assessment.

Approved

Marty Cook, Public Works Director, addressed council and stated this amendment is to start the design process on the runway extension. Mr. Cook stated the environmental is not yet completed. The day that it is completed with an actual FAA signature, the Mayor/Chairman can sign the contract. Mr. Cook stated he believes FAA approval is imminent.

Motion was made by Chad Hitchcock and seconded by Mike Dills to grant Mayor/Chairman permission to sign Amendment No. 4 to Contract #C-2015-04 with LBR, Inc. contingent upon FAA final approval of the environmental assessment.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hitchcock, Tomlinson

Absent: Hawthorne

- b. Consider Approval of Request for Authorization to Purchase (RFAP # 2018 - 124) for Professional Services for the Airport Runway Extension Project to LBR Inc. in the amount of \$328,550.

Approved

Motion was made by Chad Hitchcock and seconded by Mike Dills to approve Request for Authorization to Purchase (RFAP #2018-124) for professional services for the Airport Runway Extension Project to LBR, Inc. in the amount of \$328,550.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hitchcock, Tomlinson

Absent: Hawthorne

- c. Consider Approval of Request for Authorization to Purchase (RFAP # 2018-125) for an Airport Service Tug in the Amount of \$30,000.00 Approved

Marty Cook, Public Works Director, addressed council and stated the tug currently used is several years old, in dire need of rehabilitation, and unable to pull the weight of new airplanes and jets that are currently being seen at the airport. If the purchase of the new tug is approved, the older tug will be taken out of service, rehabilitated, and used for pulling older jets.

Motion was made by Chad Hitchcock and seconded by Mike Dills to approve Request for Authorization to Purchase (RFAP #201-125) for an airport service tug in the amount of \$30,000.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hitchcock, Tomlinson

Absent: Hawthorne

5. Information Items

- a. Airport Manager's Monthly Report - January 2018

6. New Business

There was no new business.

Adjournment

Motion was made by Chad Hitchcock and seconded by Mike Dills to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hitchcock, Tomlinson

Absent: Hawthorne



The City of Durant

Public Works Director

Memorandum

Date: 3/8/2018
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of a Lease Agreement with Hangar 10 Aviation, LLC for the Lease of the Large Hangar at Durant Regional Airport - Eaker Field

Council Information / Action Requested

Approve / Deny Lease Agreement

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

ATTACHMENTS:

Description	Type	Upload Date
Lease	Cover Memo	3/9/2018
Attachment A	Cover Memo	3/8/2018
Orange Hangar	Cover Memo	3/9/2018

**Lease Agreement for Large Community Hangar
of the Durant Airport Authority**

STATE OF OKLAHOMA)
)
COUNTY OF BRYAN) SS:

This Agreement, entered into this _____ day of _____, 2018, by and between the Durant Airport Authority (hereinafter called "Lessor"), being a public trust, and Hangar 10 Aviation, LLC (hereinafter called "Lessee").

The Lessor, being the owner of certain hangars at Eaker Field Airport, Durant, Oklahoma, hereby agrees to lease the Large Hangar and a tract of land as identified in attachment "A" for the sum of \$2,400 annually for years 1-5, \$2,640 annually for years 6-10, for years 11 -20 annually on the contract anniversary date the annual rental fee shall increase by the previous calendar year's Consumer Price Index (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics. (previous year's annual fee x (1 + CPI) = new annual fee). Lessee shall pay the first payment of the lease on the date of the execution of this agreement. Each annual payment thereafter shall be due and payable on the 1st day of March of each year, for a term of 20 years at which time, Lessee has exclusive right for 4 additional 5 - year terms with a continuing escalation rate as previously set forth herein.

1. Lessee hereby agrees to make payment as above described during the term of the lease.
2. Lessee hereby agrees that the Lessor shall incur no liability for loss or damage to aircraft or other equipment housed in said hangar other than as a result of gross negligence.
3. Lessee hereby agrees to keep the leased space sufficiently presentable. This includes mowing and maintaining landscaped areas associated with the property shown in attachment "A". Nothing shall be stored outside the hangar without written permission of Lessor.

4. Lessee hereby understands and agrees that said hangar shall not be used for the parking or storage of a crop dusting airplane or crop dusting equipment and chemicals.
5. The aircraft hangar and included ground area are to be used primarily for aviation related purposes. Any other use must be authorized in advance by the Lessor.
6. All interior improvements and/or additions of each of the hangars must comply with the City of Durant's Fire Codes, Building Codes, Electrical Codes and Plumbing Codes.
7. No alteration or addition to the Large Hangar shall be authorized without the written approval of the City Manager of Durant. Lessee shall hold harmless Lessor for any and all debts, liens, or other obligation incurred as a result of the Lessee's improvements to or activities associated with the Large Hangar and other leased property.
8. No activity will be permitted unless in compliance with the Durant City Codes and Federal Aviation Administration regulations. No activity of any unlawful nature shall be performed or allowed on the leased premises.
9. Lessee shall be responsible for all utility bills including water, sanitary sewer, solid waste, electricity and any other utility service provided to the hangar.
10. Lessee shall be permitted to recondition this hangar along with addition of office, restroom facilities, and demising wall upon proper plan review and permitting by the City Building Official and Fire Marshal.
11. Lessee agrees to be obligated for all expenses in connection with the operation and maintenance of the Large Hangar and additions thereto, including liability and property and casualty insurance with the City being named as additionally insured. Copies of insurance shall be submitted with renewals to the City. The City will maintain insurance on the original exterior structure of the hangar. Lessee shall be responsible for all maintenance of the Large Hangar including but not limited to the roof, windows, doors, and other structural elements.
12. Lessee may terminate contract at any time after the first one-year period upon 90-day written notice to Lessor.
13. Lessee agrees to invest an amount of more than \$300,000.00 within the first year, reconditioning and upgrading the Large Hangar. In no event shall Lessee be entitled to reimbursement from Lessor of any investment in the Large Hangar except in the event of breach of this agreement by Lessor necessitating Lessee's vacating the Large Hangar. Any such reimbursement shall be prorated as the portion remaining of the first (10) years of this agreement and calculated using the value added to the Large Hangar as a result of improvements, not the amount expended by Lessee on improvements. The formula for calculated reimbursement due upon Lessor's breach shall be as follows: $((\text{Value of Large Hangar on date of Breach} - \text{Value of Large Hangar on date first set forth herein}) \times (\text{years remaining on first ten years of lease term}))$.

14. Lessee is allowed to sublet areas of the Large Hangar insofar as the sub-lessee follows the same usage guidelines as set forth herein.

Dated this _____ day of _____, _____.

Durant Municipal Airport Trust Authority

Chairman

ATTEST:

Secretary

Lessee

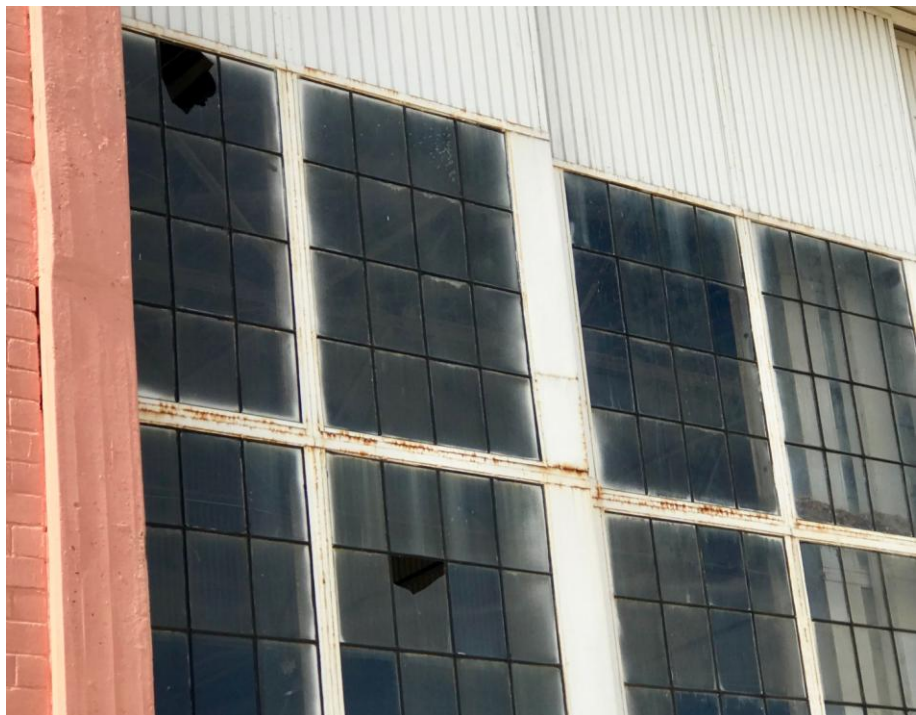
Lessee

Mail all payments to: Durant Airport Authority
City Clerk's Office
P.O. Box 578
Durant, OK 74702-0578

Attachment

"A"







The City of Durant

Office of City Clerk

Memorandum

Date: 3/8/2018
To: Airport Authority
From: Dewayne Williams, Airport Manager
Re: Airport Manager Monthly Report - February 2018

Council Information / Action Requested

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

ATTACHMENTS:

Description	Type	Upload Date
February 2018 Report	Exhibit	3/8/2018



Durant Regional Airport Eaker Field

Airport Managers Monthly Report

Mar 13, 2018

Dewayne Williams, F.B.O.

- **Fuel Sales – 2018 Year to Date**

Avgas 100 Low Lead (100LL)

February – 1,869 Gallons

Jet A w/prist (Deicing additive)

February – 8,288 Gallons

- **Hangars – 100% Occupancy**

Interest is still high for both individual and corporate hangars.

- **Maintenance Issues**

Runway edge lighting is still currently in temporary service. Wise electric is waiting on parts to return and complete the repair.

Questions/Concerns/Comments?

- **Thank you.**