

AGENDA
SHAWNEE AIRPORT AUTHORITY
September 21, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Minutes from the September 8, 2015 meeting.
 - b. Airport Advisory Board minutes from July 15, 2015 meeting.
2. Consideration, discussion, and possible action on an Agreement for Services with H.W. Lochner, Inc. regarding an Oklahoma Aeronautics Commission (OAC) funded concrete apron project.
3. Budget Amendment – Airport Budget
For new grant funds; and insurance proceeds to replace lighting that was struck by lightning
4. New Business

(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
5. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Airport Authority

1. a.

Meeting Date: 09/21/2015

SAA Minutes 09-08-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the September 8, 2015 meeting.

Attachments

SAA Minutes 09-08-2015

THE TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, TUESDAY, SEPTEMBER 8, 2015, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:30 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Agee, Harrod, Mainord, Hall, Shaw, Dykstra

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

a. Minutes from the August 17, 2015 meeting.

A motion was made by Trustee Harrod, seconded by Trustee Shaw, to approve Consent Agenda Item No. 1(a). Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall

NAY: None

AGENDA ITEM NO. 3: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 4: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:32 p.m.)

ATTEST:

WES MAINORD
CHAIRMAN

PHYLLIS LOFTIS, CMC, SECRETARY

Shawnee Airport Authority

1. b.

Meeting Date: 09/21/2015

AAB Minutes 07-15-2015

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Airport Advisory Board minutes from July 15, 2015 meeting.

Attachments

SAA Minutes 07-15-2015

MINUTES
AIRPORT ADVISORY BOARD MEETING JULY 15TH, 2015, 5:30 P.M.
TERMINAL BUILDING
2202 AIRPORT DRIVE

CALL TO ORDER: Present: Pete Barger, Harmik Dersahakian, Barry Fogerty, Kevin Huddleston, Bert Humphreys, Will Smallwood

Others Present: Keenan English – Asst. Airport Mgr., Fred Treiber – Airport Supervisor, Cindy Sementelli – Finance Director, Ben Crooch – Scissortail Skydiving

DECLARATION OF A QUORUM

ITEM ONE:

CONSIDERATION AND APPROVAL OF CONSENT AGENDA

1. Minutes from the June 17th, 2015 meeting

Humphrey's motioned to approve the consent agenda and meeting minutes from June 17th, 2015. Dersahakian 2nd the motion. Board unanimously approved the motion.

ITEM TWO: STAFF REPORT

English gave staff report

ITEM THREE: SUB COMMITTEE REPORTS

No sub-committee reports

ITEM FOUR: REPORT ON BIDS FOR AIP PROJECT NO. 3-40-0088-16-2015

English reported on the bid tabulations and options regarding awarding the 2015 AIP project to an eligible contractor. Humphreys motioned to award the contract to Libra Electric. Dersahakian 2nd the motion. Board unanimously approved the motion.

ITEM FIVE: NOMINATE AND SELECT A CHAIRMAN FOR THE AIRPORT ADVISORY BOARD Humphreys motioned to nominate Mr. Huddleston to serve as a Chairman for the 2015/2016 year. Smallwood 2nd the motion. Board unanimously approved the motion.

ITEM SIX: BOARD COMMENTS

Dersahakian thanked the city staff for painting the striping around the t-hangar aprons

ITEM SEVEN: CITIZEN COMMENTS

No citizen comments

ITEM EIGHT:

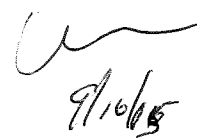
NEW BUSINESS

No new business

ITEM NINE:

ADJOURNMENT

Board unanimously voted to adjourn at 6:10pm.



Shawnee Airport Authority

2.

Meeting Date: 09/21/2015

OAC Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration, discussion, and possible action on an Agreement for Services with H.W. Lochner, Inc. regarding an Oklahoma Aeronautics Commission (OAC) funded concrete apron project.

Attachments

OAC Memo

OAC Letter of Interest

OAC Agreement

Mayor
WES MAINORD



The City of Shawnee
Shawnee Regional Airport
2202 Airport Dr.
Shawnee, Oklahoma 74804-1448
(405) 878-1625 Fax (405) 878-1583
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

Date: September 14, 2015
To: Shawnee Airport Authority
From: Keenan English, Assistant Airport Manager
RE: OAC funded project; apron hard stand. Agenda Items 2 & 3

Nature of Situation: The Oklahoma Aeronautics Commission (the State) has offered the Shawnee Regional Airport a grant to construct an apron hard-stand. The total project cost is estimated to be \$250,000 and will be funded with 95% State funds and a 5% local match.

OAC funds - \$237,500
Local match - \$12,500

An apron hard-stand is a concrete pad that will replace a portion of the existing asphalt apron. This would be used to park heavy aircraft for long lengths of time without the risk of damaging the existing asphalt and would slow down the deterioration of the asphalt portion of the apron.

Item 2 on the agenda is for an agreement for services to allow our consultants, H.W. Lochner, Inc. to do preliminary engineering for the project. The total cost of their services are:

1. Survey: \$2,750
 2. Design: \$12,700
 3. Bidding: \$1,385
 4. Construction Administration & Inspection: \$27,275 Not To Exceed
- TOTAL: \$44,110**

The cost of consulting services is included in the total estimated cost of the project and will be paid for by the grant.

Item 3 on the agenda is a budget amendment that would reserve funds to pay for the project, 95% of which would be reimbursed.

Staff Analysis, Considerations:

The Shawnee Airport is one of four airports chosen by the OAC to have an apron hard-stand installed. The other three airports chosen were Elk City Regional Business Airport, Seminole Municipal Airport, and Claremore Regional Airport.

The Shawnee Airport has parked heavy aircraft on the asphalt apron before, but only during winter months. Due to the extreme heat in the summer, we have been hesitant to allow heavier aircraft park on the asphalt apron out of fear that damage could occur to the ramp and/or the aircraft. In fact, we have had large aircraft cancel flights to Shawnee after finding out that we did not have a concrete surface to park on. It would be beneficial to have such a surface and would attract larger aircraft to land in Shawnee.

Recommendation: The Airport Board requested the Airport Authority's approval of the project at the August 2015 Airport Board Meeting, and approved Lochner's Agreement of Services at the September 2015 Airport Board Meeting. Staff also requests approval.

Budget Consideration:

This project was an unforeseen project and would require a budget amendment. The estimated cost to the airport would be \$12,500.



Mayor
WES MAINORD



The City of Shawnee
Shawnee Regional Airport
2202 Airport Dr.
Shawnee, Oklahoma 74804-1448
(405) 878-1625 Fax (405) 878-1583
www.ShawneeOK.org

Commissioners

LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHAEL DYKSTRA

September 7, 2015

Oklahoma Aeronautics Commission
120 N. Robinson, Suite 1244W
Oklahoma City, OK 73102

Dear Commission:

The City of Shawnee (City) on behalf of the Shawnee Regional Airport submits this Letter of Interest to the Oklahoma Aeronautics Commission and requests the project(s) listed below be considered for inclusion in the Commission's fiscal year (FY) 2016-2018 Capital Improvement Program. The City understands its funding share of the total eligible project cost will be five percent (5%) for State grant funds unless otherwise agreed to by the Commission. The City has the capacity and is committed to make available its funding share.

1. Construct a high-strength concrete apron hard stand (*total estimated cost \$250,000*) – FY 2016

Should you have any questions, please contact Keenan English, Assistant Airport Manager at 405-878-1625

Sincerely,

Mayor Wes Mainord
Mayor
City of Shawnee

AGREEMENT FOR SERVICES FOR IMPROVEMENTS TO THE SHAWNEE REGIONAL AIRPORT SHAWNEE, OKLAHOMA

THIS AGREEMENT made and entered into this _____ day of _____, 2015 by and between the City of Shawnee, Oklahoma, with offices located at 16 W 9th Street Shawnee, OK 74801, hereinafter referred to as the "Sponsor", and H.W. Lochner, Inc. (Lochner), with offices located at 13439 Broadway Ext., Suite 101, 73114, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Owner is desirous of constructing the following improvements, hereinafter called the "Project", at the Shawnee Regional Airport:

- Design and Construct 50'x150' Concrete Apron Hardstand for the Shawnee Regional Airport

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for performing field investigations and surveys and for providing designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding, administrative services, construction administration and observation. Materials acceptance testing services for the proposed Project will be incorporated into the contractor's scope of work.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Owner, agrees to perform the engineering services enumerated as follows:

The Consultant will perform field investigations and surveys to produce construction plans, contract documents/technical specifications, tabulation of construction quantities, and opinion of probable construction costs and project budget for the Project. The Consultant will assist the Owner with administrative services and coordination. The Consultant will assist the Owner with advertisement for obtaining construction bids, award of the construction contract, and construction administration.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circular 150/5300-13A "Airport Design," with Change 1 dated 02/26/2014 and Advisory Circular 150/5370-10F "Standards for Specifying Construction of Airports".

The following is a detailed description of the specific services that are a duty of this Agreement.

A. BASIC SERVICES

- 1) Perform site investigation to determine site conditions at airport.
- 2) Perform a topographic survey consisting of an apron area 100 feet wide by 200 feet long. Survey points will be on a 10' grid to determine topography.

SDH
7-14-15

- 3) Utilize USGS and previous as built drawings and design reports to determine appropriate pavement section.
- 4) Prepare preliminary design, consisting of plans, technical specifications, and engineer's statement of probable construction costs.
 - a. Prepare construction plans to include:
 - i. Title Sheet with project name/description, location map, index of sheets and runway data table.
 - ii. General Airport Layout Plan
 - iii. Construction Safety and Phasing Plan and Details
 - iv. General Notes and Summary of Quantities
 - v. Typical Sections
 - vi. Demolition Plans
 - vii. Apron Plan and Profiles
 - viii. Spot Elevations
 - ix. Grading Plan and Erosion Control
 - x. Joint Plan and Details
 - xi. Pavement Marking Plans and Details
 - b. Prepare Technical specifications to accompany the State standard Specifications.
- 5) Attend a Pre-Bid meeting and assemble information for any required addendum(s).
- 6) Attend Bid Opening
- 7) Attend a Pre-Construction Meeting
- 8) Provide Construction Inspection and Administration for 21 Calendar Day project

ARTICLE II

OWNER'S RESPONSIBILITIES

The Owner, as a part of this Agreement, shall provide the following:

1. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform his/her services.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Designate in writing a person to act as Owner representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions.
4. Give prompt written notice to the Consultant whenever Owner observes or knows of any development that affects the scope or timing of Consultant's services.
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Owner shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
6. One (1) copy of existing plans, reports, or other data the Owner may have on file with regard to this project.

SDH
7-14-15

7. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Owner in currently available reports.

ARTICLE III TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

- 1) Lochner will commence design of this project within 14 days of Notice to Proceed (NTP).
- 2) Final plans will be submitted 30 days after commencement of design.

B. CONSTRUCTION SERVICES

1. Construction Services..... As Required

The schedule presented above does not include review time by the Owner, FAA, or other interested agencies.

ARTICLE IV COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Survey: \$2,750.00 Lump Sum
2. Design: \$12,700.00 Lump Sum
3. Bidding: \$1,385.00 Lump Sum
4. Construction Administration and Inspection: \$27,275.00 Not To Exceed

For Item A. Basic Services, and Item B. Construction Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

SDH
7-14-13

ARTICLE V MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services described herein shall be subject to modification or supplement upon the written Agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties.
2. **Ownership of Drawings and Contract Documents.** Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Owner without restriction or limitation on their use. In the event any of the above documents are re-used by the Owner, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Owner in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.
3. **Electronically Produced Documents.** Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2011. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Owner or other Agencies will have an acceptance period of thirty (30) days. If during that period the Owner or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Owner or other Agencies.

4. **Engineer's Opinion of Probable Project Cost and Construction Cost.** Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Owner.

SDH
7-19-13

5. Remedies. In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Consultant and the Owner agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

6. Insurance. The Consultant shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Oklahoma covering all operations and services under this Contract performed by Consultant.
- a. Workers' Compensation Insurance in accordance with the provisions of the Oklahoma Workers' Compensation Act.
 - b. In consideration of the above fees which include a reduction allowance for risk funding the Owner agrees to limit the Consultants liability to the Owner arising from the Consultant's professional acts, error or omissions such that the total aggregate liability of the Consultant to all those named shall not exceed the lesser of either the total fee for this project or \$50,000.

Upon request, the Consultant shall furnish to the Owner a certificate or certificates of insurance showing compliance with this paragraph.

7. Liability. Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.
8. Force Majeure. Any delay or failure of Consultant in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Consultant, provided that prompt written notice of such delay or suspension be given by Consultant to the Owner. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Consultant shall be reimbursed for the cost of such delays.
9. Binding Upon Successors. This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above-written.

OWNER:

CITY OF SHAWNEE, OKLAHOMA

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT:

H.W. LOCHNER, INC.

ATTEST:

By: _____

Kirk D. Evans, P.E.

By: _____

Steven D. Harris, P.E.

Title: Project Manager

Title: Vice-President, Director of Gen Aviation

Shawnee Airport Authority

3.

Meeting Date: 09/21/2015

SAA Budget Amd

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Airport Budget

For new grant funds; and insurance proceeds to replace lighting that was struck by lightning

Attachments

SAA Budget Amd

City of Shawnee
Budget Amendment
AIRPORT FUND 511
September 21, 2015

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
511	4101			FEDERAL GRANT REVENUE	424,688.00	237,500.00	662,188.00
511	4825			REFUNDS AND REIMBURSEMENTS	-	19,025.00	19,025.00
				Total	-	256,525.00	256,525.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
511	5-0120-5420			CAPITAL IMPROVEMENTS	474,979.00	256,525.00	731,504.00
					474,979.00	256,525.00	731,504.00

Approved by the City Commission this
08/03/2015

Explanation of Budget Amendment:
 TO AMEND BUDGET FOR NEW GRANT AND
 LIGHTING THAT WAS STRUCK BY LIGHTING

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____