

**AMENDED
NOTICE OF MEETING
AIRPORT ADVISORY BOARD
SHAWNEE REGIONAL AIRPORT
2202 AIRPORT DRIVE
SHAWNEE, OKLAHOMA
JULY 15, 2020**

Regular Meeting **(X)**
Special Meeting ()
Emergency Meeting ()

Rescheduled Regular Meeting ()
Continued or Reconvened Mtg. ()

DATE TIME

July 15, 2020 5:30 P.M.

PLACE OF MEETING

TERMINAL LOBBY
SHAWNEE REGIONAL AIRPORT
2202 AIRPORT DRIVE
SHAWNEE, OK 74804

To be completed by person filing notice:

Name: BONNIE A. WILSON, CM
Title: AIRPORT MANAGER

Address: 2202 AIRPORT DRIVE
 SHAWNEE, OK 74804

Phone: 405-878-1532

Filed in the office of the municipal clerk at 3:45 a.m./p.m. on the 13th day of July 2020.

Signed: Hacie Eck
 Clerk

FOR CITY CLERK'S USE ONLY

Date Notice released to news media: 7/13/2020
Person filing Notice: Bonnie Wilson Notice Verified
by: Hacie Eck

**AMENDED
AIRPORT ADVISORY BOARD
REGULARLY SCHEDULED MEETING
JULY 15, 2020 5:30 P.M.
SHAWNEE REGIONAL AIRPORT TERMINAL
2202 AIRPORT DRIVE
SHAWNEE, OK**

- ITEM ONE:** Call to Order and Declaration of a Quorum
- ITEM TWO:** Nominations and Election of Chairman
- ITEM THREE:** Nomination and Election of Vice Chairman
- ITEM FOUR:** Consideration and Approval of Minutes from the June 17, 2020 Meeting
- ITEM FIVE:** Citizen Comments
(A three-minute limit per person)
(A twelve-minute limit per topic)
- ITEM SIX:** Discussion and Consideration of Contract for Construction – Clean and Seal Joints and Cracks, Seal Coat, and Re-mark Runway 17-35 and Taxiways
- ITEM SEVEN:** Discussion and Consideration of Lease Agreement; Not-for-Profit Flight Training Program – Redeemed Flying Corps Association
- ITEM EIGHT:** Discussion and Consideration of Publication of a Request for Proposals for Hangar Lease
- ITEM NINE:** Staff Report
1. Current Fuel Price Comparisons
 2. Shawnee Regional Airport Fuel Sales
 3. Budget Summary Report
 4. Airport Development Discussion
- ITEM TEN:** New Business
- ITEM ELEVEN:** Board Comments
- ITEM TWELVE:** Adjournment

**MINUTES
AIRPORT ADVISORY BOARD
JUNE 17, 2020
REGULARLY SCHEDULED MEETING
2202 NORTH AIRPORT DR
SHAWNEE, OK**

AIRPORT ADVISORY BOARD MEMBERS PRESENT

Dr. Will Smallwood, Chairman, Mr. Klaser, Vice Chairman, Mr. Fogerty,
Mr. Humphreys, Mr. Rogers, Mr. Smith

OTHERS PRESENT

Ms. Bonnie Wilson, Shawnee Regional Airport
Mrs. Kathryn Parker, Shawnee Regional Airport

I. DECLARATION OF A QUORUM

Six members of the Advisory Committee were noted as Present, the Chairman Declared a Quorum.

II. CONSIDERATION AND APPROVAL OF MINUTES FROM MAY 20, 2020 MEETING

A copy of the Minutes was included in the meeting agenda package. The Chairman called for a Motion to Approve the Minutes.

Mr. Humphreys offered the Motion; Mr. Fogerty provided a Second.

The Chairman called the Question.

All members of the Advisory Board present voted to approve the Motion.

III. CITIZEN COMMENTS

No requests for comments were made.

IV. REPORT ON BIDS RECEIVED FOR CONSTRUCTION – RUNWAY 17/35 AND TAXIWAY CRACK REPAIR, SEAL, AND REMARKING PROJECT

Staff presented a copy of the bid tabulation listing the responding bidders and the bids offered. The recommendation to Award a contract will be based on the lowest aggregate sum of both base bids and/or chosen alternate from those bidders that are confirmed as being responsive and responsible. The project engineer will review the submissions and make a formal recommendation which will be provided to the Shawnee Airport Authority for award following receipt of all grant funding.

V. REPORT ON FISCAL YEAR 2021 SHAWNEE AIRPORT AUTHORITY BUDGET

Staff presented the approved Fiscal Year 2021 budget. A complete copy was included in the agenda package.

**VI. REPORT ON ACTIONS TAKEN BY THE SHAWNEE AIRPORT AUTHORITY (SAA)
JUNE 8, 2020 REGULAR MEETING AT THE REQUEST OF THE SHAWNEE AIRPORT
ADVISORY BOARD**

Staff provided a report on actions taken by the SAA to include:

Recommendation to Adopt New Lease Language and Authorize the City Manager to Execute Standard Leases Throughout Fiscal Year 2021 - Unanimously approved.

Recommendation to Adjust Airport Rental Rates - Unanimously approved.

Recommendation to Implement After-Hours Service Fee - Unanimously approved.

Recommendation to Declare Certain Personal Property Surplus and Authorizing Sale Via Internet Auction Service - Unanimously approved.

Recommendation to Enter into a Lease to Own Agreement for Field Equipment (Tractor) - The SAA deferred action on this item.

VII. STAFF REPORT

The monthly Staff Report was presented.

VIII. NEW BUSINESS

The Vice Chairman, John Klaser offered a Motion in the form of a Resolution recognizing Mr. Bert Humphrey's years of service on the Airport Advisory Board; Mr. Rogers provided a Second to the Motion.

The Chairman called the Question and the Members of the Advisory Board present unanimously approved the Motion.

The Vice Chairman, John Klaser offered a Motion in the form of a Resolution recognizing the Chairman, Dr. Will Smallwood's years of service on the Airport Advisory Board; Mr. Humphreys provided a Second to the Motion.

The Vice Chairman called the Question and the Members of the Advisory Board present unanimously approved the Motion.

IX. ADJOURNMENT

The Chairman called for a Motion to Adjourn the meeting.

Mr. Smith made a Motion to Adjourn; Mr. Rogers provided a Second to the Motion.

The Chairman called the Question and the Members of the Advisory Board present unanimously approved the Motion. The meeting was adjourned.

JOHN KLASER

DATE

ATTEST:

BONNIE A. WILSON

DATE



Date: July 7, 2020

To: Shawnee Regional Airport Advisory Board
John Klaser, Vice Chairman
Harmik Der Sahakian
Barry Fogerty
Scott Lee
Randall Rogers
James Smith
Blake White

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson".

From: Bonnie A. Wilson, CM
Airport Manager

Date: July 13, 2020

Subject: Discussion and Consideration of Contract for Construction – Clean and Seal Joints and Cracks, Seal Coat, and Re-mark Runway 17-35 and Taxiways

Summary:

The Shawnee Regional Airport received a total of three (3) bids in response to the published Request for Bids/Invitation to Bid for construction services to clean and seal joints and cracks, apply seal coat, and re-mark Runway 17-35 and the Taxiways at Shawnee Regional Airport

Apparent Low Bid

American Road Maintenance, Inc. an Illinois corporation headquartered in Tucson, Arizona, is the apparent low bidder submitting the following bids:

Base Bid 1	\$331,225.00
Base Bid 1 Alternate 3	\$ 96,575.00
Base Bid 2	\$ 44,825.00
<u>Base Bid 2 Alternate 3</u>	<u>\$ 47,718.75</u>
Total	\$ 520,343.75

Funding Details –

Taxiway	Contracted Engineering and Bid Prices	FY 2020 AIP Entitlement Grant	Sponsor Portion Paid Via CARES Act	CARES Act Stimulus Grant	SNL Capital Funds
Engineering	\$ 80,250	\$ 72,225	\$ 8,025	\$ -	\$ -
Construction	\$ 92,543	\$ 83,288	\$ 9,255	\$ -	\$ -
Total	\$ 172,793	\$ 155,513	\$ 17,280	\$ -	\$ -
Runway	Contracted Engineering and Bid Prices	FY 2020 AIP Entitlement Grant	Special AIP Discretionary FY 2019	CARES Act Stimulus Grant	SNL Capital Funds
Independent Fee Assessment/ Administrative Costs	\$ 3,277	\$ -	\$ 2,949	\$ -	\$ 328
Engineering	\$ 187,250	\$ -	\$ 168,525	\$ -	\$ 18,725
Construction	\$ 427,800	\$ -	\$ 385,020	\$ 30,000	\$ 12,780
Total	\$ 618,327	\$ -	\$ 556,494	\$ 30,000	\$ 31,833

Recommendation:

The airport's consulting engineer on the project, Lochner, reviewed the bid for accuracy and completeness, contacted the references provided by the bidder, and provided a written recommendation to award the contract to American Road Maintenance. (See attached)

Action Requested:

Staff is seeking a recommendation to request authorization from Shawnee Airport Authority to execute an agreement with American Road Maintenance to provide construction services for a cost not to exceed \$520,343.75, contingent on receipt of grant funds.

LOCHNER

H.W. Lochner, Inc.
13439 Broadway Extension
Suite 101
Oklahoma City, OK 73114

T 405.748.6651

hwlochner.com

June 23, 2020

Chance Allison
City Manager
16 W 9th St
Shawnee, OK 74801

Re: Recommendation of Award
Shawnee Regional Airport Runway and Taxiway Pavement Rehabilitation

Dear Mr. Allison:

We have completed tabulating and analyzing the bids for the above referenced project. As you are aware, three bids were submitted, and American Road Maintenance was the apparent low bidder. Based on the bids received and the interest shown by potential contractors we feel the project bidding phase was competitive. In addition, we feel that the proposed amount and respective unit prices submitted by American Road Maintenance represent a fair and reasonable price for the project.

We have reviewed the references provided by American Road Maintenance and contacted several of them by phone. The references noted that American Road Maintenance provided quality work, on schedule, within budget, and no major issues are known to have occurred during or after a project they completed. We have also reviewed the proposed DBE subcontractors and have verified that they are DBE certified in the State of Oklahoma.

Therefore, we recommend the City of Shawnee enter into a contract **contingent on grant funding** with the apparent low bidder, American Road Maintenance, in the amount of \$520,343.75 for the work associated with Base Bid No. 1, Base Bid No. 2, and Alternate No. 3 for both Base Bids.

Sincerely,

H. W. LOCHNER, INC.



Kirk Evans, PE
Project Manager, Aviation



To: Shawnee Regional Airport Advisory Board

**John Klaser, Vice Chairman
Harmik Der Sahakian
Barry Fogerty
Scott Lee
Randall Rogers
James Smith
Blake White**

**From: Bonnie A. Wilson, CM
Airport Manager**

Date: July 13, 2020

Subject: Discussion and Consideration of Lease Agreement; Not-for-Profit Flight Training Program – Redeemed Flying Corps Association

Summary

The Redeemed Flying Corps Association is a newly formed not for profit organization with an IRS 501 (c) (3) tax exempt status, formed for the purpose of providing flight instruction to volunteer missionaries. RFCA currently leases hangar space at the Shawnee Regional Airport under a Standard Bulk lease agreement. They are seeking the opportunity to dissolve the current Standard Lease and execute an agreement that will allow RFCA to provide not-for-profit flight instruction.

Key provisions of the agreement addressing the not-for-profit services include:

1. Storage of an airworthy aircraft and ancillary equipment, made available to the RFCA under a written agreement, for the purpose of providing flight instruction services, at no charge to participants, other than the purchase of fuel, oil and supplies necessary to operate the aircraft for the duration of the instruction period.
2. RFCA must provide must provide the Airport Manager with a copy (ies) of any such aircraft use agreement(s).
3. Prior to commencing flight instruction services, RFCA must provide the Airport Manage with a list of persons authorized to provide flight instruction and evidence of instructor's licensure issued by the Federal Aviation Administration.

4. Lessee agrees to provide the Airport Manager with documentation of current aircraft registration with the Federal Aviation, supported by documentation authorizing the RFCA, to utilize said aircraft for the purpose of providing flight instruction.

Recommendation

Staff recommends offering the RFCA a lease agreement providing for hangar storage space and authorizing not-for-profit flight instruction per the terms and conditions of the agreement attached.

Action Requested

Authorize staff to make a recommendation to the Shawnee Airport Authority to execute an agreement with the RFCA for the purposes stated above.

PROPOSED DRAFT AGREEMENT

NOT FOR PROFIT AERONAUTICAL SERVICES LEASE AGREEMENT

This Lease Agreement made and entered into on this ____ day of July, 2020, by and between the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma, a Municipal Corporation, and together hereinafter called Lessor, and the Redeemed Flying Corps Association (RFCA), an Oklahoma not for profit corporation, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property commonly known as the Shawnee Regional Airport, located within the City of Shawnee, Pottawatomie County, Oklahoma; and

WHEREAS, the Lessee desires to lease from the Lessor spaces within a certain hangar commonly known as Hangar No. 14; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. LEASE: The Lessor hereby leases, lets and demises to the Lessee, one (1) Standard Bulk Hangar spaces within Hangar No. 14, constructed upon Shawnee Regional Airport primarily within the City of Shawnee, Oklahoma, consisting of a total of one-thousand (1,000) square feet of usable space more or less.
2. TERM: The Lessor leases to the Lessee said hangar space for a term commencing on _____st day of July 2020, and terminating on the 30th day of June, 2021, unless sooner terminated in accordance with the provisions of this lease.
 - 2.1. After the initial term, the Lessee may renew the lease for additional, one (1) calendar year terms at the option of the Lessor under the following conditions:
 - 2.1.1. Lessee must be in compliance with the terms and conditions of the Lease as provided herein; and
 - 2.1.2. Lessee responds in the affirmative, via execution of a written offer to renew, provided by the Lessor prior to the end date of the initial term.
3. RENTAL: The Lessee hereby agrees to pay to the Lessor as rental for said spaces within Hangar No. 14 the sum of One-hundred-forty dollars (\$140.00) per month for one (1) Standard Bulk Hangar spaces with the first month's rent due and payable in advance of the date of commencement of this Lease.

PROPOSED DRAFT AGREEMENT

- 3.1. Rent thereafter shall be due and payable on the first day of each month and shall be deemed late if not received by the tenth (10th) calendar day of each month. Lessee also agrees to pay a deposit in the amount of one-hundred-forty dollars (\$140.00) due and payable in advance of the date of commencement of this Lease.
 - 3.1.1. If any monthly rental payment is not paid on or before the tenth day following the first day of each month, a late payment fee in the amount of one- and one-half percent (1.5%) will be applied to any overdue balances for charges assessed by the Shawnee Airport Authority.
 - 3.1.2. It is understood and agreed by and between the Lessor and the Lessee that Lessee agrees to maintain a current status on rental of the said spaces within Hangar No. 14 should Lessee fail to do so, and the account becomes sixty (60) business days delinquent, then the Lessor shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) business days or said Lease may be terminated at the discretion of the Lessor. Should a second offense of sixty (60) calendar days delinquency occur within the term of this Lease, immediate termination of this Agreement shall result, and renewal options shall be forfeited.
- 3.2. It is specifically understood and agreed by and between the Lessor and the Lessee that the monthly rental for said hangar space shall be adjusted from time to time. The monthly rental shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board, and approval of the Shawnee Airport Authority.
 - 3.2.1. The Lessee hereby agrees to pay such adjusted monthly rental following notice of the adjusted rate from the Lessor.

4. AUTHORIZED USE OF LEASED PREMISES.

- 4.1. Said space within Hangar No. 14 is being leased to the Lessee for the storage of an airworthy aircraft and ancillary equipment, made available to the Lessee under a written agreement, for the purpose of providing flight instruction services, at no charge to participants, other than the purchase of fuel, oil and supplies necessary to operate the aircraft for the duration of the instruction period.
 - 4.1.1. Prior to storage of aircraft within the leased premises, Lessee must provide must provide the Airport Manager with a copy (ies) of any aircraft use agreement(s) as described in numerical Paragraph 4.1.
 - 4.1.2. Prior to commencing flight instruction services, Lessee must provide the Airport Manager with a list of persons authorized by the Lessee to provide flight instruction and evidence of instructor's licensure issued by the Federal Aviation Administration.
- 4.2. Lessee shall not keep firearms, fuel, explosives, or any noxious, dangerous substances within the hangar space.

PROPOSED DRAFT AGREEMENT

- 4.3. Lessee shall not make any alterations, installations, attachments, or make any improvements to Hangar No. 14 except as authorized in writing by the Lessor.
- 4.4. Lessee shall be responsible for ensuring the doors on said Hangar No. 14 are always closed except during active ingress and egress, after which, doors shall be immediately closed. Lessee shall be responsible for securing Hangar No. 14.
5. INSPECTION: The Lessor retains the right to perform inspections of the Hangar No. 14 at irregular intervals.
 - 5.1. Notice of proposed inspections will be provided to the Lessee to minimize disruption of activities within Hangar No. 14.
6. AIRCRAFT:
 - 6.1. Lessee agrees to maintain aircraft stored within Hangar No. 14 in an airworthy condition and to provide documentation indicating current airworthy status to the Airport Manager as requested.
 - 6.1.1. Evidence of current airworthy status includes, but is not limited to signed, and dated evidence of an annual condition inspection undertaken by a Federal Aviation Administration Certified Airframe and Powerplant mechanic; or
 - 6.1.2. In the case of aircraft operating under a Special Airworthiness Certificate, as required by the Federal Aviation Administration for amateur-built, kit-built, light-sport, vintage and other experimental type aircraft, a signed and dated certification from the registered owner is acceptable.
 - 6.2. Any maintenance performed on the aircraft within Hangar No. 14 at the Shawnee Regional Airport is limited to the maintenance authorized to be performed by the aircraft owner or pilot in compliance with 14 CFR Appendix A to Part 43 "Major Alterations, Major Repairs, and Preventive Maintenance" and the Shawnee Regional Airport Minimum Standards, and as each may be amended from time to time.
 - 6.3. Should Lessee desire to engage a commercial maintenance or repair service to undertake repairs or maintenance on the aircraft at the Shawnee Regional Airport, or within the Leased Premises, the service provider must be authorized to perform services at the Shawnee Regional Airport per the terms and conditions of the Shawnee Regional Airport Minimum Standards. The following provisions will also apply:
 - 6.3.1. Lessee must provide notice to the Airport Manager of the proposed time, date, and estimated duration of commercial maintenance or repair services to be undertaken in any non-commercial hangar, prior to the commencement of such activities.

PROPOSED DRAFT AGREEMENT

- 6.3.2. Commercial maintenance or repair service providers must be certificated by the Federal Aviation Administration to provide proposed services, and provide evidence of such certification to the Airport Manager.
- 6.3.3. Commercial maintenance or repair service providers must provide the Airport Manager with a copy of the service provider(s) certificate(s) of product completion and liability insurance in an amount not less than one-million dollars (\$1,000,000).
- 6.3.4. Per 14 CFR Chapter I [Docket No. FAA 2014-0463] Policy on the Non-Aeronautical Use of Airport Hangars Use of Aeronautical Land and Facilities, maintenance, repair, or refurbishment of aircraft, may not extend for an indefinite period of time.
 - 6.3.4.1. Proposed maintenance, repairs or refurbishment must not hinder the airworthiness of the aircraft for more than sixty (60) calendar days without prior written permission from the Airport Manager.
 - 6.3.4.2. Additional time for completion of maintenance, repairs or rehabilitation may be granted at the discretion of the Airport Manager in the form of written authorization establishing a schedule of work and date of completion.
- 6.4. Lessee agrees to provide the Airport Manager with documentation of current aircraft registration with the Federal Aviation Administration as requested while storing the aircraft at the Shawnee Regional Airport.
 - 6.4.1. Said Registration must be supported by documentation authorizing the Lessee, to utilize said aircraft for the purpose of providing flight instruction as described in numerical Paragraph 4.1 above.
- 6.5. In the event the Lessee desires to store an alternate aircraft in Hangar No. **14**, Lessee has a duty to notify the Airport Manager immediately upon such determination and provide the following documentation prior to storage of the alternative aircraft:
 - 6.5.1. Authorization to use said aircraft as described in numerical Paragraph 4.1.1 above.
 - 6.5.2. Record of aircraft registration with the Federal Aviation Administration.
 - 6.5.3. Insurance as required by numerical Paragraphs 8.1 – 8.5.
- 6.6. In the event the Lessee no longer has access to, or authorization to utilize, an aircraft being stored in Hangar No. 14, Lessee has a duty to notify the Lessor immediately.
 - 6.6.1. Lessee will be provided with the opportunity to retain this lease by acquiring authorization to operate another aircraft for the same purpose as described in

PROPOSED DRAFT AGREEMENT

numerical Paragraph 4.1 above by providing the Airport Manager with documentation regarding authorization to use said aircraft as described in numerical Paragraph 4.1.1 above

6.6.1.1. Additional time to procure an aircraft for same purposes as described in numerical Paragraph 4.1 above may be granted by the Airport Manager following a written request from the Lessee, though retention of the lease may not be extended for an indefinite period of time.

6.6.2. Failure to provide notice of disposal of aircraft or transfer of title will result in termination of this lease.

7. UTILITIES: Lessee shall be responsible for the provision of any desired utilities to Hangar No. 14. If installation of utility service lines and or equipment are required to support the desired services, written approval from the Lessor will be required prior to installation.

8. LIMITATION OF LIABILITIES: The Lessee hereby agrees to provide at his or its sole expense a policy of liability insurance insuring both the Lessor and the Lessee from liability resulting from injury or death to persons or damage to property, the terms, limits and conditions of which shall be acceptable to the Lessor. The Lessee shall indemnify and hold harmless the Lessor for any injury or death to persons or damage to property as a result from third parties involved in the care, maintenance, or use of the Lessee's aircraft and/or Leased Premises.

8.1. The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies (i) issued by an insurance carrier licensed to do business in the State of Oklahoma, (ii) acknowledging the aircraft will be used for the purpose of flight instruction; (iii) identifying all persons authorized to provide flight instruction and providing for:

8.1.1. Aircraft Liability for any owned and operated aircraft.
Combined Single Limit Injury and Property Damage
\$1,000,000 each occurrence
\$100,000 per passenger/per seat bodily injury

8.1.2. Comprehensive General Liability and Property Damage
Combined Single Limit Bodily Injury & Property Damage
\$1,000,000 each occurrence

8.1.3. Student and Renter's Liability
\$500,000 each occurrence

PROPOSED DRAFT AGREEMENT

- 8.2. Said policies shall be endorsed that the Lessor is an additional insured. Copies of insurance certificates, amendments to policies, and renewal documents shall be provided to the Lessor at the following address:

Shawnee Regional Airport
2202 North Airport Drive
Shawnee, OK 74804

- 8.3. Said policy shall also provide that in the event of cancellation by the insurance company, the insurance company shall give the Lessor at least ten (10) business days written notice of intent to cancel.
- 8.4. If Lessee determines to cancel an active policy, Lessee must provide the Lessor at least ten (10) business days written notice of intent to cancel.
- 8.5. The Lessee hereby indemnifies the Lessor from any and all claims, demands, losses, actions, causes of action of any kind, arising out of the Lessee's use, occupancy, or rental of said hangar space. This indemnification covers all losses and expenses to the Lessor, including attorney fees and expenses to defend litigation.

9. COVENANTS OF LESSEE: Lessee expressly covenants that:

- 9.1. Lessee shall be liable for all damages which Lessee causes to the hangar, normal wear and use being excepted. Lessee shall not make any alterations, installations, attachments, or make any improvements to the hangar, except as authorized by the Lessor.
- 9.2. Lessee shall comply with city, county, state and federal laws and regulations, and the Minimum Standards and Requirements for Capital Development on Shawnee Regional Airport Property, Commercial Aeronautical Services Commercial on-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport ("Minimum Standards and Rules") and as amended from time to time, which are incorporated by reference into the Agreement.
- 9.3. Lessee shall not assign or sublet this Lease, or any Lessee's rights concerning this hangar space or any part thereof, or any interest therein.

10. TERMINATION:

- 10.1. It is understood and agreed by and between the Lessor and the Lessee that the payment of monthly rental, provision of required documentation, insurance and all other conditions imposed upon the Lessee are conditions, the violation of any one of which shall be grounds for terminating this Lease in the discretion of the Lessor.
- 10.2. In the event of such violation, the Lessor shall give the Lessee thirty (30) business days' notice in writing of the Lessor's intent to terminate this Lease provided, however, if such violation, in the opinion of the Lessor, constitutes a hazard to life or property the Lessor may immediately terminate this Lease Agreement and enter said Hangar and take

PROPOSED DRAFT AGREEMENT

whatever means are reasonable and necessary in the opinion of the Lessor to eliminate such hazard.

- 10.3. The Lessee shall have no absolute right to terminate this Lease Agreement prior to the expiration of the term of the Lease as provided for in numerical paragraph 2. TERM above. However, in the event unforeseen special circumstances arise, the Lessee may make written application to the Lessor not less than thirty days prior to a requested termination of this Lease Agreement. The Lessor in its sole, unrestricted discretion may approve or disapprove the request for early termination.

11. SURRENDER OF POSSESSION:

- 11.1. Upon the termination of this Lease Agreement, for any reason, Lessee shall immediately surrender possession of the premises to the Lessor. In the event that Lessee fails and refuses to immediately surrender possession, the Lessor shall have the right to commence a court action for the recovery of possession of the premises, for the recovery of all damages due, reasonable attorney's fees, and all court costs.
- 11.2. The Lessee hereby grants to the Lessor a lien on the Lessee's property in said hangar. Said lien is for the purpose of securing payment for all rental damages, and other costs due the Lessor from the Lessee pursuant to the terms of this Lease Agreement.

12. SUBORDINATION CLAUSES: This Agreement is subject and subordinate to the following:

- 12.1. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
- 12.2. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 12.3. This Lease Agreement is and shall be subordinate to the provisions of existing and future agreements between the City of Shawnee, Oklahoma, and or the Shawnee Airport Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- 12.4. During the time of war or national emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Lease Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this

PROPOSED DRAFT AGREEMENT

Agreement. Abatement of rentals shall be determined by the Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.

- 12.5. Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

13. GENERAL PROVISIONS.

- 13.1. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Lease Agreement.
- 13.2. This Lease Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 13.3. This Lease Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors, and assigns, and is not made for the benefit of any third party
- 13.4. In the event of any ambiguity in any of the terms of this Lease Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 13.5. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.
- 13.6. The titles of the several sections of this Lease Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 13.7. Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

- 14. **ENTIRE AGREEMENT.** This Lease Agreement consists of numerical Sections 1. to 14. and all subparagraphs, inclusive. It constitutes the entire Lease Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or Lessee unless expressed in writing in this Lease Agreement. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

PROPOSED DRAFT AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as follows:

LESSOR:

THE CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation

By: _____
W. CHANCE ALLISON, CPA
CITY MANAGER

This _____ day of _____, 2020

ATTEST:

LISA LASYONE, CMC
CITY CLERK

LESSEE:

THE REDEEMED FLYING CORPS, ASSOCIATION

By: _____

STEVE RUSSELL, GROUP COMMANDER
REDEEMED FLYING CORPS ASSOCIATION

This _____ day of _____, 2020



To: Shawnee Regional Airport Advisory Board

**John Klaser, Vice Chairman
Harmik Der Sahakian
Barry Fogerty
Scott Lee
Randall Rogers
James Smith
Blake White**

**From: Bonnie A. Wilson, CM
Airport Manager**

Date: July 13, 2020

**Subject: DRAFT Request for Proposals for Commercial Aeronautical Services /
Non-Commercial Aeronautical Services Lease Agreement(s)**

Summary

Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Assurance Number 22. Economic Nondiscrimination, states grant recipients will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport. Similar language is provided in the FAA Airport Compliance Manual FAA Order 5190.6B.

Publication of a Request for Proposals (RFP) to lease property provides opportunity for all interested parties to submit responses satisfying the intent of Grant Assurance 22 and Order 5190.6B.

Order 5190.6B, also states "Aeronautical fees for landside or non-movement area airfield facilities (e.g., hangars and aviation offices) may be at a fair market rate, but are not required to be higher than a level that reflects the cost of services and facilities." Setting a minimum rental rate and comparing the value offered to the airport and airport users based on the weighted criteria establishes a Fair Market Value for the properties.

Recommendation

Staff recommends publishing a Request for Proposals in the local newspaper, on the City of Shawnee Website, and on aviation websites offering hangar space for lease

Action Requested

Authorize staff to make a recommendation to the Shawnee Airport Authority to publish a Request for Proposals generally in the form of the DRAFT RFP presented. (See Attachment)

DRAFT
REQUEST FOR PROPOSALS
FOR HANGAR LEASE
HANGAR/OFFICE LEASE
FOR
COMMERCIAL SERVICE
OR OTHER AERONAUTICAL USE

SHAWNEE REGIONAL AIRPORT
SHAWNEE AIRPORT AUTHORITY SHAWNEE, OKLAHOMA

The Shawnee Airport Authority, of Shawnee Oklahoma ("Authority"), on behalf of the Shawnee Regional Airport ("Airport") requests proposals to lease property ("Proposals") suitable for commercial aeronautical or other aeronautical use. The Authority will receive the Proposals at the Office of the City Clerk, City of Shawnee, City Hall until 4:00 p.m. on _____ (the "Deadline").

Each Proposal must be placed inside a sealed envelope or package marked with the wording: "Proposal to Lease Property – Hangar 100". The outside of the envelope or package must also state the name(s) of the primary Respondent(s). Proposals received by Shawnee Airport Authority after the Deadline will not be considered for any reason whatsoever.

Information for Respondents relating to this Request for Proposals ("RFP") is on file and open for public inspection at the offices of the City Clerk, and the Shawnee Regional Airport. The Information for Respondents includes a copy of the RFP, General Information for Respondents, General Requirements for Proposals, Information Required from Respondents and Criteria for Selection.

A copy of the Information for Respondents may be obtained from Shawnee Regional Airport as follows:

Attention: Bonnie A. Wilson
Airport Manager Shawnee Regional Airport
2202 North Airport Drive Shawnee, Oklahoma 74804
Telephone: (405) 878-1532
Email: bonnie.wilson@shawneecok.org

Persons seeking a copy of the Information for Respondents must provide contact information to include an email address at the time of the request for the purposes of creating a record of interested parties, distribution of any Addendum or other information related to this Request for Proposals.

The opportunity to enter into an aeronautical use lease agreement will be awarded to the Respondent (s) determined by the Authority to be best qualified to provide services and benefits to the Shawnee Regional Airport. Prior to making the award(s), the Authority may request certain Respondents to make presentations. The Authority reserves the right to reject any and all Proposals for any reason at any time prior to execution of a lease agreement(s) with the Respondent(s) selected by the Authority and to waive any and all informalities and irregularities in the selection process.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

REQUEST FOR PROPOSALS FOR HANGAR LEASE
HANGAR/OFFICE LEASE
FOR
COMMERCIAL SERVICE
OR OTHER AERONAUTICAL USE

SHAWNEE REGIONAL AIRPORT
SHAWNEE AIRPORT AUTHORITY SHAWNEE, OKLAHOMA

1. GENERAL INFORMATION FOR RESPONDENTS

- 1.1. This Request for Proposals ("RFP") is issued by the Shawnee Airport Authority ("Authority"), an airport authority organized and existing under Oklahoma Statute Title 3. Aircraft and Airports, §3-65.7.
- 1.2. The Authority's Project Manager, Bonnie Wilson, Airport Manager, is the Project Manager for Shawnee Regional Airport in connection with this RFP. All questions regarding this RFP must be directed to the Project Manager. The Project Manager may be contacted as follows:

Bonnie A. Wilson Airport Manager
Shawnee Regional Airport
2202 North Airport Drive
Shawnee, Oklahoma 74804

Telephone: (405) 878-1532
Email: bonnie.wilson@shawneeok.org

All contact by Respondents with the Airport must be through the Project Manager. Any unsolicited contact by a Respondent regarding this RFP or the project to which this RFP relates with any other staff or with any member of the Authority shall be grounds for disqualification.

- 1.3. Purpose of RFP. The Authority desires to lease certain real property to parties seeking to provide commercial or non-commercial aeronautical services at the Airport under the terms and conditions of a Lease Agreement ("Agreement") with the Authority.
- 1.3.1. The real property consists of a five-thousand-three-hundred-twenty (5,320) square foot box hangar, generally referred to as Hangar No. 100.
- 1.3.2. The current rental rate for Hangar No. 100 is six-hundred-sixty-seven dollars (\$667.00), per month.
- 1.3.3. The selected Respondent(s) will be responsible for providing any and all proposed aeronautical services in compliance with the Shawnee Airport Authority Minimum Standards and Requirements for Capital Development on Airport Property

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

Commercial Aeronautical Services Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport ("Minimum Standards").

- 1.4. Joint Submissions. Proposals submitted in response to this RFP may be submitted by (i) a single entity, (ii) a joint venture, in which case all joint venture members shall be responsible to the Authority for compliance with the terms and conditions of the Agreement.

2. GENERAL REQUIREMENTS FOR PROPOSALS

- 2.1. Deadline. Proposals must be received at the Office of the City Clerk, City of Shawnee, City Hall until 4:00 p.m. on _____ (the "Deadline"). The Shawnee Airport Authority will deem Proposals received after the Deadline non-responsive and will reject all late-received Proposals without review. The mere opening of any Proposal does not constitute acceptance of such Respondent as a responsive and qualified Respondent.
- 2.2. Copies to be Provided. Each Respondent must submit one (1) copy of its entire Proposal in digital format. The digital copy of the Proposal shall be submitted in Adobe *.pdf searchable format. All Respondents must submit two (2) paper copies of the Proposal.
 - 2.2.1. The digital and paper copies of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked with the name of the Respondent and the wording: "Proposal to Lease Property – Hangar100".
- 2.3. Formatting and Page Limits. No Proposal may exceed ten (10) pages, exclusive of any appendices. The Respondent's letter of transmittal, table of contents, summaries and introductions shall be included in the 10-page limit.
 - 2.3.1. Pages must be 8.5" x 11" with all four margins being at least one inch.
 - 2.3.2. All text information in the main part of the Proposal must be in an easily-read font (preferably size 12 point or larger).
 - 2.3.3. Business references, financial statements, and other supporting documents may be included as appendices, without counting against the ten (10) page limitation.
 - 2.3.4. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Minimum Standards in the performance of the proposed Services.
- 2.4. Proposals Must Be Signed. Each Respondent must sign its Proposal. If the Proposal is submitted by an individual, the Proposal must indicate the name and post office address of the individual. If the Proposal is submitted by a partnership, limited liability company or other business entity (excluding a corporation), the Proposal must indicate the name and post office address of each member of the partnership, limited liability company or business entity. If the

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

Proposal is submitted by a corporation, the Proposal must indicate the name and business address of the principal officer of the corporation and the corporation's state of incorporation.

- 2.5. Interpretation of Information for Respondents. Each Respondent should examine the Information for Respondents carefully. All requests to Authority for interpretation, clarification or correction of any ambiguity, inconsistency or error must be in writing delivered to the Project Manager, and only interpretations, clarifications or corrections by Addendum issued by the Project Manager shall be binding on Authority. The Respondents. Requests may be submitted in hard copy or via email.
- 2.6. Addenda. If it becomes necessary to revise any aspect of the RFP or to provide additional information to Respondents, the Project Manager will issue one or more Addenda by delivery via email to all persons on record with the Authority as having received a copy of the RFP. Receipt of the Addenda via email must be acknowledged by return email to the sender. No Addendum will be issued later than two (2) calendar days prior to the Deadline, except an Addendum withdrawing this RFP or an Addendum postponing the Deadline (which Addendum may be issued at any time up to the Deadline). Each Respondent is solely responsible for ensuring that it has received and understands all Addenda issued by the Authority related to this RFP.
- 2.7. Questions and Requests for Additional Information. Any questions regarding this RFP or the proposed Services or uses of the facilities, must be submitted in writing to the Airport's Project Manager. Submissions by email are acceptable. The Authority will not provide individual responses to any Respondent. The Authority will respond to all questions by Addendum. The last time and date for submission of any questions to the Authority will be 2:00 p.m. on _____ 2020. Each question must specifically reference this RFP.
- 2.8. Representations of Respondent. Each Respondent, by submitting a Proposal, represents that it (i) has read and understands the Information for Respondents, (ii) is familiar with the terms and conditions governing commercial and non-commercial aeronautical lease agreements for real property utilized for the provision of commercial and non-commercial aeronautical services at the Airport, (iii) has all professional qualifications, licenses, certifications and registrations necessary to perform proposed services, and (iv) is knowledgeable of and, if selected by the Authority, will fully comply with all federal, state and local laws, ordinances, rules and regulations, and Minimum Standards that in any manner affect the services or Respondent's performance of the services.
- 2.9. Investigations. The Authority reserves the right to make any and all investigations it deems necessary to establish the competency of any Respondent to perform proposed services. If, upon investigation the Authority determines in its sole discretion that a Respondent lacks satisfactory evidence of competency, the Authority reserves the right to reject the Proposal of such Respondent.
- 2.10. Rejection of Proposals. The Authority reserves the right, in its sole discretion, to reject any and all Proposals and to waive any technicality, informality or irregularity in any Proposals for

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

any reason at any time prior to entering into an Agreement. Without limiting the foregoing, the Authority specifically reserves the right to reject a Proposal if the Respondent fails to furnish the data required under Information Required from Respondents, Part 3 of the RFP, or if the Proposal is in any way incomplete or irregular.

- 2.11. Agreement. The selected Respondent will be required to enter into Authority's form of agreement. The Agreement will contain, among other things, an agreement to provide the proposed services in accordance with the Airport's Minimum Standards, provisions required by applicable law and such other terms and conditions as Authority deems appropriate.
- 2.12. Rental Rates. Selection of the Respondent will be based on qualifications, experience and benefit to the Authority and airport users. Respondents should submit a rental rate schedule for the property using an annual per square foot calculation.
 - 2.12.1. The rental rate proposed must be a firm fixed price.
 - 2.12.2. After the Respondent has been selected, the Authority will provide the Respondent with an Agreement establishing the terms and conditions which will include:
 - 2.12.2.1. A provision requiring Lessee to address both regular and capital maintenance requirements throughout the duration of the lease agreement.
 - 2.12.2.2. A provision establishing rental rate increases in compliance with the then current Airport Facilities Lease and Development Policy Statement
- 2.13. Costs Incurred by the Respondent Prior to Execution of an Agreement. The Authority shall not be liable for any costs incurred by any Respondent in preparation of its Proposal.
- 2.14. Disclosure of Response Contents. All materials submitted in response to this RFP will be the property of the Authority and may be held by the Authority or returned to each respective Respondent at the Authority's sole discretion. In preparing its Proposal, each Respondent should be aware that some or all of its Proposal may be subject to public inspection and/or reproduction under the Oklahoma Open Records Act.
- 2.15. Nondiscrimination. By submitting a Proposal in response to this RFP, each Respondent agrees that it understands that Authority is an equal opportunity employer. It is the policy of the Authority to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Respondent represent and warrant to the Authority that it will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

- 2.16. Conflicts of Interest and Gratuities. Each Respondent must complete, execute and submit a Certification Regarding Gratuities with its Proposal provided as an Attachment to this RFP. Failure to execute and submit the Certification will be grounds for rejection of the Respondent's Proposal without review or consideration by the Authority.

3. INFORMATION REQUIRED FROM RESPONDENTS

Required Information. To be selected, a Proposal must demonstrate that the Respondent is financially responsible and able to provide the proposed services, and qualified by expertise and experience to perform the Services. A Proposal should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. At a minimum, all of the following information **MUST** be furnished by each Respondent as part of its Proposal. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

- 3.1. Identification of Respondent. Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or formation. (Note: The Respondent awarded the Agreement, if a corporation, limited partnership or limited liability company, will be required to be licensed by the Oklahoma Secretary of State to do business in the State of Oklahoma and be in good standing with that office all times while performing the Services).
- 3.1.1. Street and mailing addresses of Respondent; name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of Respondent or name of Respondent's representative for purposes of notice or other communications regarding any agreement which may be consummated with Authority will be different from the above, such other address or name must also be provided.
- 3.1.2. Telephone and email addresses for Respondent and, if different, for Respondent's representative regarding the Proposal and any potential agreement with the Authority, such other telephone and email addresses must be provided.
- 3.1.3. Name, titles and business address of each director, senior officer and any shareholder, partner or member having, owning or controlling ten percent (10%) or more equity interest in Respondent.
- 3.2. Organizational Summary. An organizational summary of the Respondent to include the following:
- 3.2.1. A description of the Respondent's organization, including addresses of all central and branch or satellite offices; the number of employees; and all major divisions and areas of expertise; a description of the key personnel the Respondent would use to perform the Services, including education, professional qualifications, length of service, special expertise, and experience.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

- 3.3. Experience. Each Respondent must notate related business management experience and the operational experience and licensure of key individuals intended to perform and provide the services.
- 3.4. Equipment and Facilities. Each respondent must provide a description of the equipment proposed to provide the Services and the proposed use of any and all facilities proposed for lease.
- 3.5. Terminated Agreements, Contracts or Leases. A statement, if applicable, setting forth the following information during the past ten (10) years:
 - 3.5.1. For all agreements, contracts or leases to which the Respondent or any subsidiary, parent or affiliate of Respondent is/was a party, for services and/or facilities similar to the Services and/or facilities that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms, the name, location and address of the other party(ies) to said contracts and the date(s) of termination.
 - 3.5.2. A detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services.
 - 3.5.3. A description, date of filing and address for any court or petition filing in bankruptcy by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent.
- 3.6. Staffing. A statement and exhibited evidence that the Respondent's organization is sufficiently staffed to accomplish the proposed Services.
- 3.7. Expertise and Special Knowledge. In the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, a statement as to whether the Respondent's organization or team is sufficiently staffed with such specialists to provide such features, or if it will be necessary to associate with others, and if an association should be necessary, the nature of such association.
- 3.8. Acknowledgement of Addendum. If it becomes necessary to revise any aspect of the RFP or to provide additional information to Respondents via an Addendum, each Respondent must complete and submit an Acknowledgment of Receipt of the Addendum in the form provided as part of the Addendum.
- 3.9. Other Information. Any other information the Respondent wishes to submit to the Authority for consideration in evaluating the Respondent's Proposal.

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

4. CRITERIA FOR SELECTION.

- 4.1. Criteria. The Authority will evaluate and rank Proposals using the criteria listed below for the purpose of selecting the Respondent or Respondents submissions determined to offer the most value to the Airport, and the airport users.
 - 4.1.1. Proposed rental rate per square foot, the value of any proposed capital improvements to the properties, and estimated revenue generation opportunities the proposed Services will provide to the Airport. Value: 40 Points
 - 4.1.2. Qualifications: Licensure and or certifications as required by the Minimum Standards to provide the Services. Value: 20 Points
 - 4.1.3. Experience: Respondent's experience with providing services of the same type, and similar scope. Value: 15 Points
 - 4.1.4. The Respondent's relevant financial and customer references demonstrating the Respondent's ability to provide Services. Value: 15 Points
 - 4.1.5. The quality and clarity of the Respondent's Proposal including submission of all required elements. Value: 10 Points.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

ATTACHMENT 1 CODE OF ORDINANCES CITY OF SHAWNEE, OKLAHOMA
Published in 2017 by Order of the Board of Commissioners

ARTICLE XVI

CONFLICT OF INTEREST AND OTHER PROHIBITED ACTS OF PUBLIC OFFICERS AND EMPLOYEES

Section 1. - Commissioners not to hold public employment; city officer and employees not to be interested in city contracts.

No member of the board of commissioners shall hold any other office or employment within the municipal government of Shawnee, compensation for which is paid out of public moneys, nor be elected or appointed to any office, the compensation of which was increased or fixed by the board of commissioners, while he was a member thereof, until after the expiration of at least one (1) year after he has ceased to be a member of said board of commissioners. No member of the board of commissioners or any officer of said city shall be pecuniarily interested directly or indirectly in any contract, purchase, or sale made by or with said city, or by any contractor or subcontractor of said city, nor in any manner wherein the rights of [or] liabilities of said city are, or may be involved, and such party, firm, or corporation shall be prohibited from recovering any compensation therefor, nor shall any member of the board of commissioners, or any officer or employee of said city be interested directly or indirectly in any public work or contract or contract made, supervised, or controlled, or which shall be paid for wholly or in part by said city or by any contractor or subcontractor thereof. Any member of the board of commissioners or any officer or employee of said city becoming interested directly or indirectly as aforesaid, or by commission, retainer, fee, gift, or a loan given or received at the time of the transaction, or before or after the same in any contract, franchise, work, purchase, or at sale by or with any of the agencies aforesaid, or who shall hold stock in any corporation contracting with said city or any contractor or subcontractor of said city shall forfeit all right or claim of title to his office and to any emoluments in any office which he shall happen to hold in said city, and shall be expelled therefrom by the board of commissioners; or if they shall fail to remove said officer, member, or commissioners, or any other city officer guilty, as aforesaid, he shall nevertheless be subject to removal upon the action of any five (5) citizens taken in the district court of Pottawatomie County, in such proceedings as are appropriate and proper.

Section 2. - Graft prohibited.

The receiving directly or indirectly by any officer of said city for his own use and benefit or any other use or purpose other than is authorized and provided in this Charter and the laws of the state, of any interest, profits, or perquisites arising from the use or loan of public funds in his hands, or to be raised through his agency for city purposes, shall be deemed sufficient cause to forfeit his office, and the person so receiving shall then and there forfeit his office and be disqualified to hold office.

Section 3. - Offering compensation for election or appointment to office prohibited.

No officer or employee of said city shall give or promise to give to any other person any portion of his compensation or any money or valuable thing, or promise employment to any person in consideration of having been, or of being nominated, appointed, voted for, or elected to any office or employment; and if any such

Draft Request for Proposal for Hangar Lease Shawnee Regional Airport

promise or gift be made, the person making or accepting such gift or promise shall forfeit his office or employment and be debarred and disqualified from being elected, appointed, or employed in the services of said city.

Section 4. - City officers not to receive gratuity from subordinate officer or candidate.

Any officer of said city who shall, while in office, accept any donation or gratuity in money or other valuable thing, either directly or indirectly, from any subordinate or employee, or from any candidate or applicant for any position as employee or subordinate under him, shall forfeit his office and be forever disqualified from holding any position in the services of said city.

Section 5. - Officers and bond liable for approving and paying unauthorized claims.

Every officer who shall approve, allow, or pay any demand on the treasury not authorized by law, ordinance, or this Charter shall be liable to said city individually and on his official bond for the payment of the demand so illegally approved, allowed, or paid.

Section 6. - Duty of officers to report violations concerning city contracts.

It shall be the official duty of every officer or person in the employment or service of said city, when it shall come to his knowledge that any contract or agreement with said city or with any officer has been or is about to be violated by the other contracting party forthwith to report to the mayor and board of commissioners all facts and information within his possession concerning such matter, and upon a willful failure to do so the board of commissioners shall remove the officer and/or employee.

***Draft Request for Proposal for Hangar Lease
Shawnee Regional Airport***

Certification Regarding Gratuities

The undersigned hereby acknowledges having received a copy of the Code of Ordinances City of Shawnee, Oklahoma, published in 2017 by Order of the Board of Commissioners, Article XVI Conflict of Interest and Other Prohibited Acts of Public Officers and Employees. As contemplated by the Ordinance, the undersigned hereby certifies as follows:

1. The undersigned has reviewed and understands the Ordinance.
2. The undersigned certifies that it has received and
3. The undersigned certifies that it has not provided any gift, gratuity or favor, including travel to any Commissioner, employee or representative of the Authority or the City of Shawnee.
4. The undersigned acknowledges that if it does provide any gift, gratuity or favor, including travel to any Commissioner, employee or representative of the Authority in violation of Article XVI. - Conflict of Interest and Other Prohibited Acts of Public Officers and Employees, that such violation will be cause for immediate disqualification of the undersigned from any then current or future selection process involving the undersigned, and termination of any agreement already executed with the undersigned.

In Witness Whereof, the undersigned has executed his Certificate on the ____day of_____,2020.

Signature

Printed Name and Title

State of _____ County of _____

The Signature above was acknowledged by me on the____day of__, 2020.

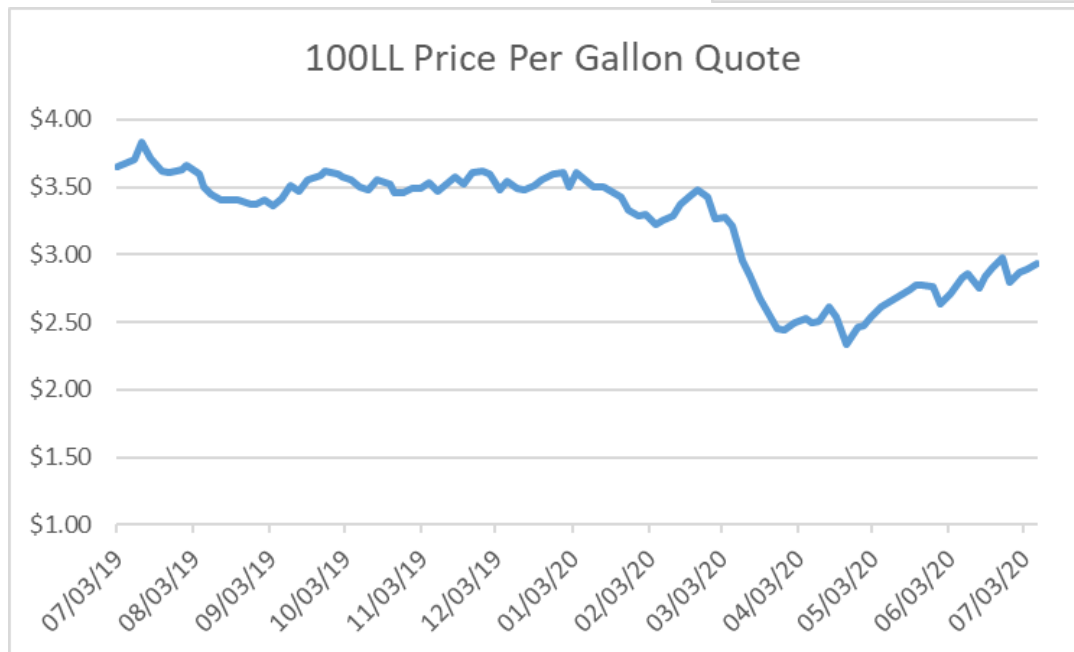
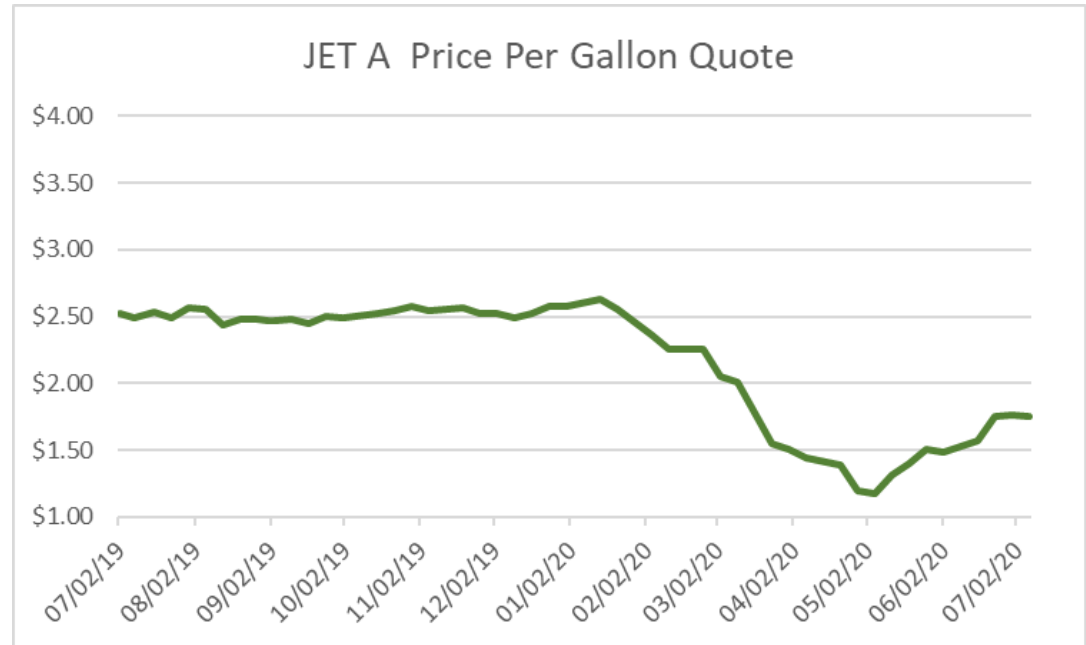


Notary Seal

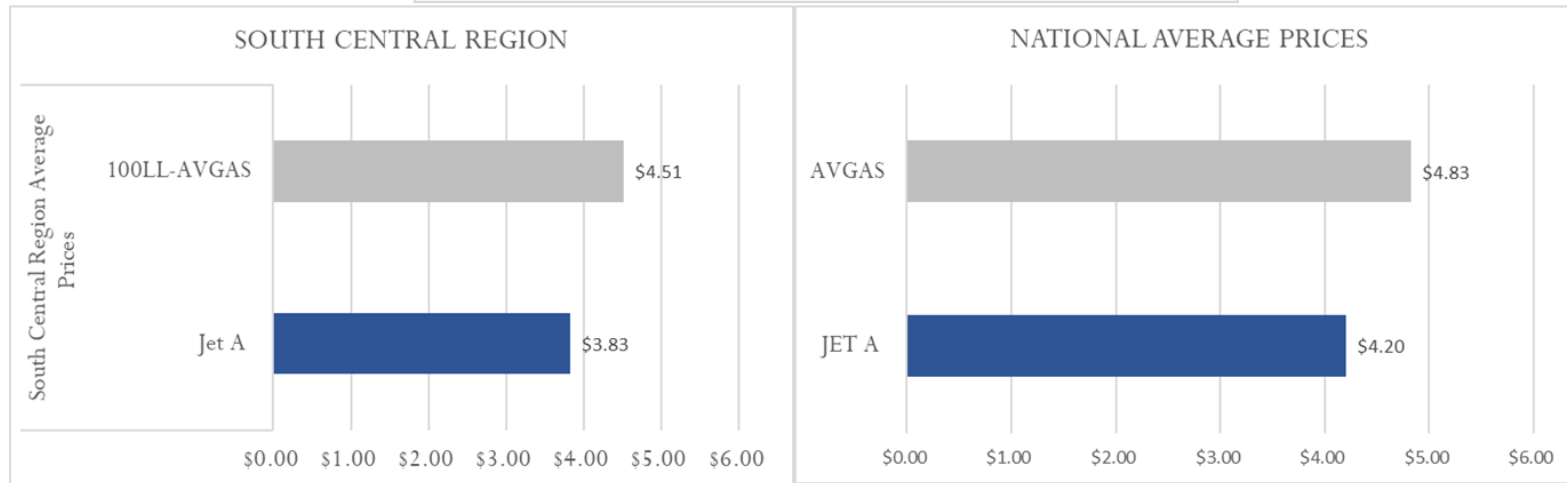
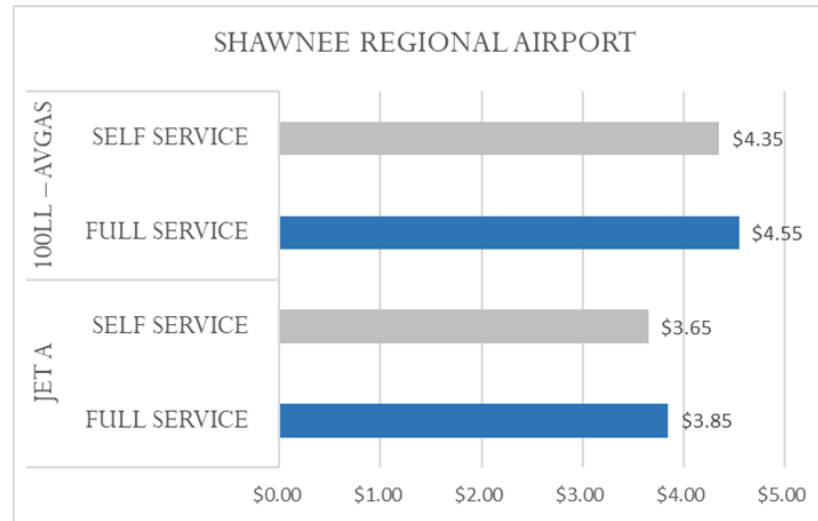
Signature of Notarial Officer

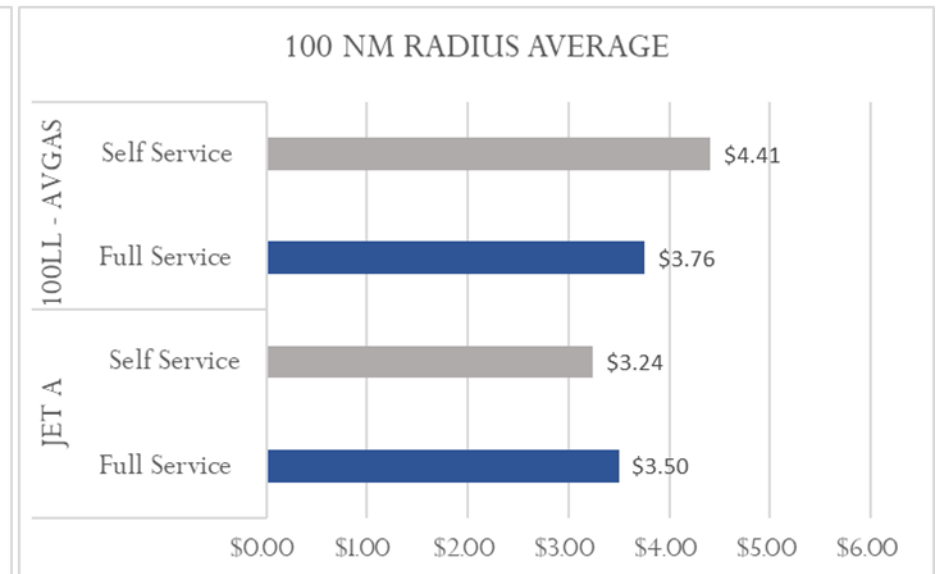
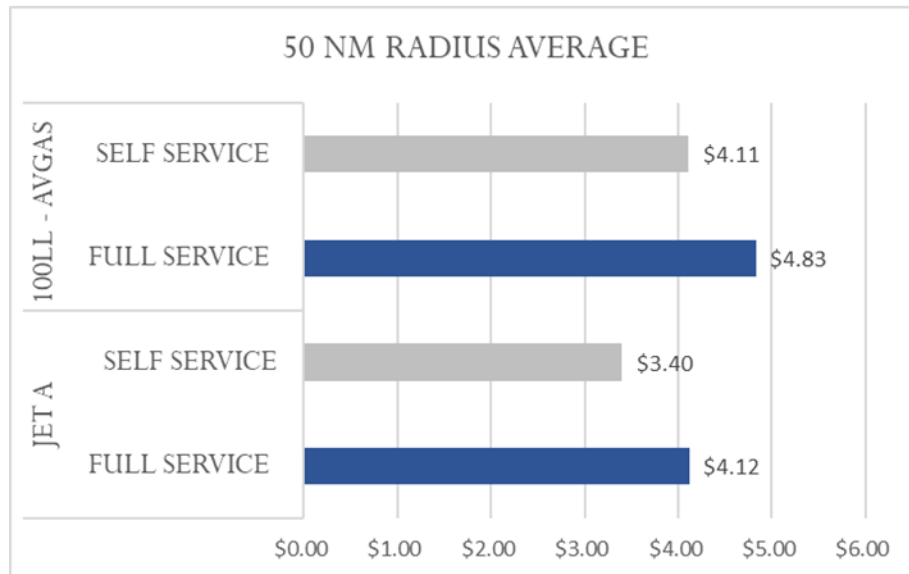
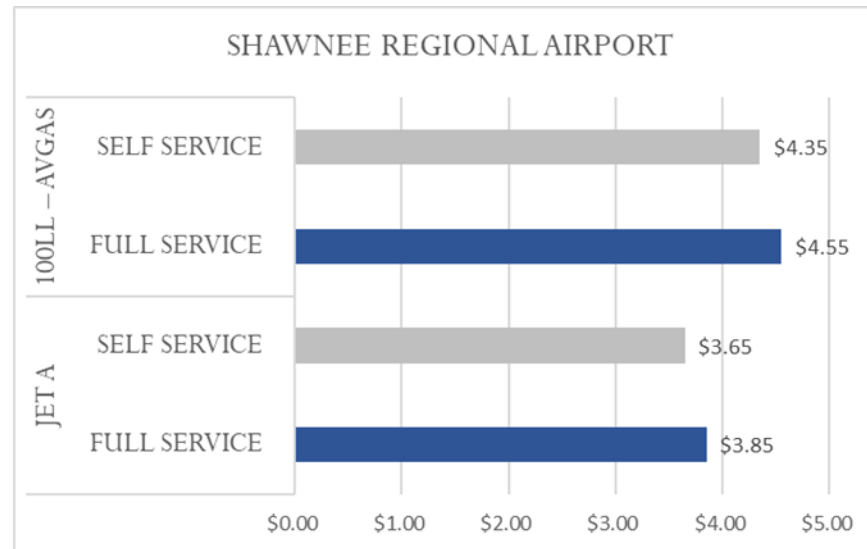
My Commission Expires

Fuel Price Comparisons

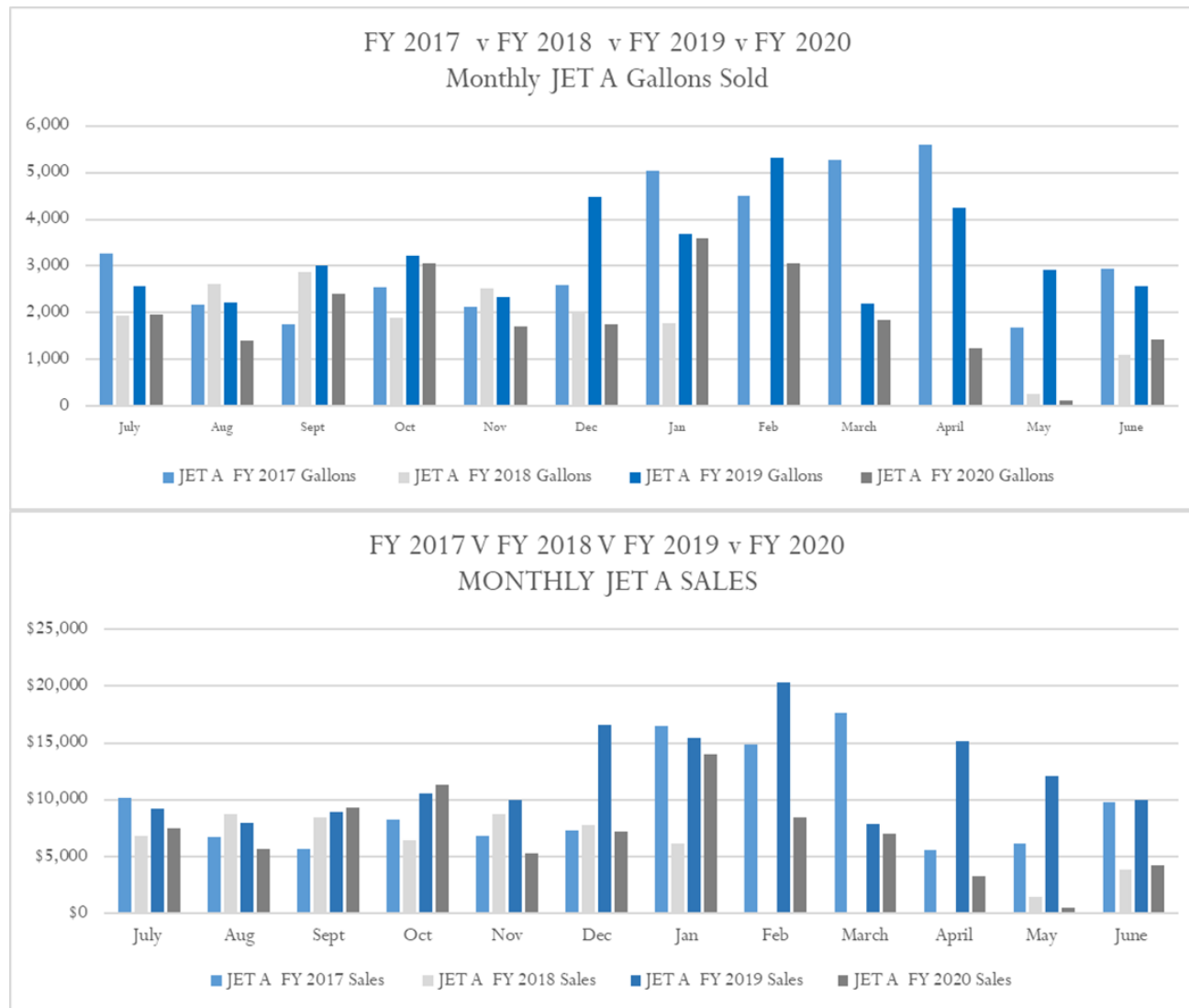


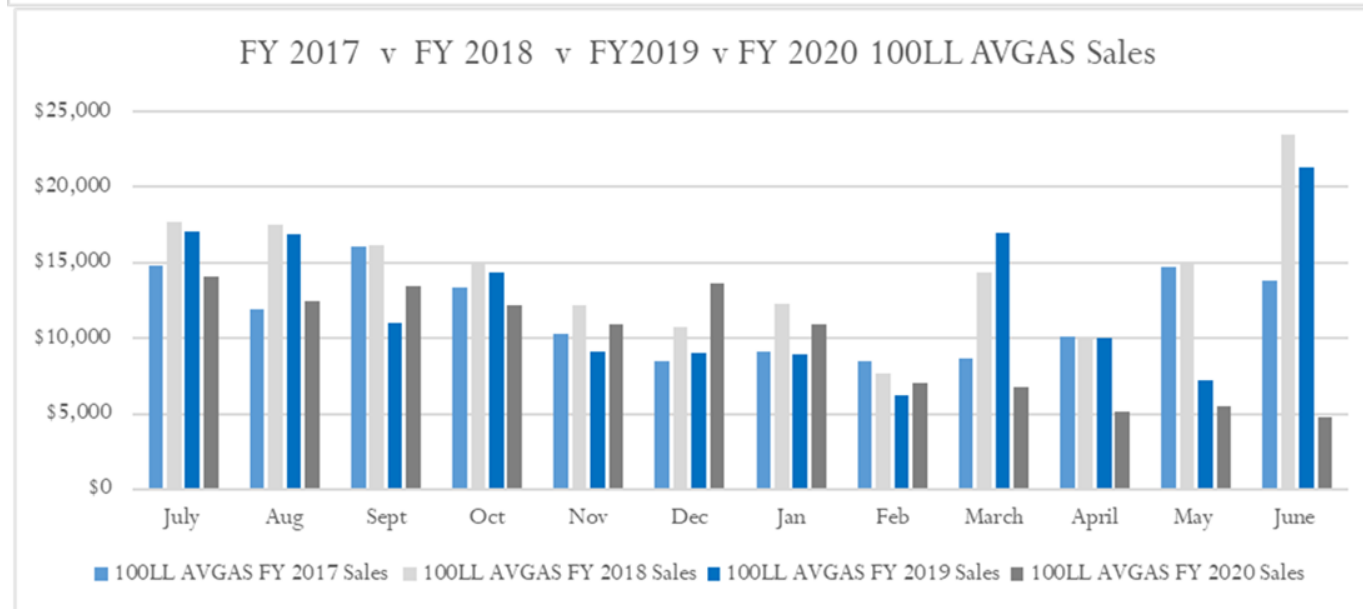
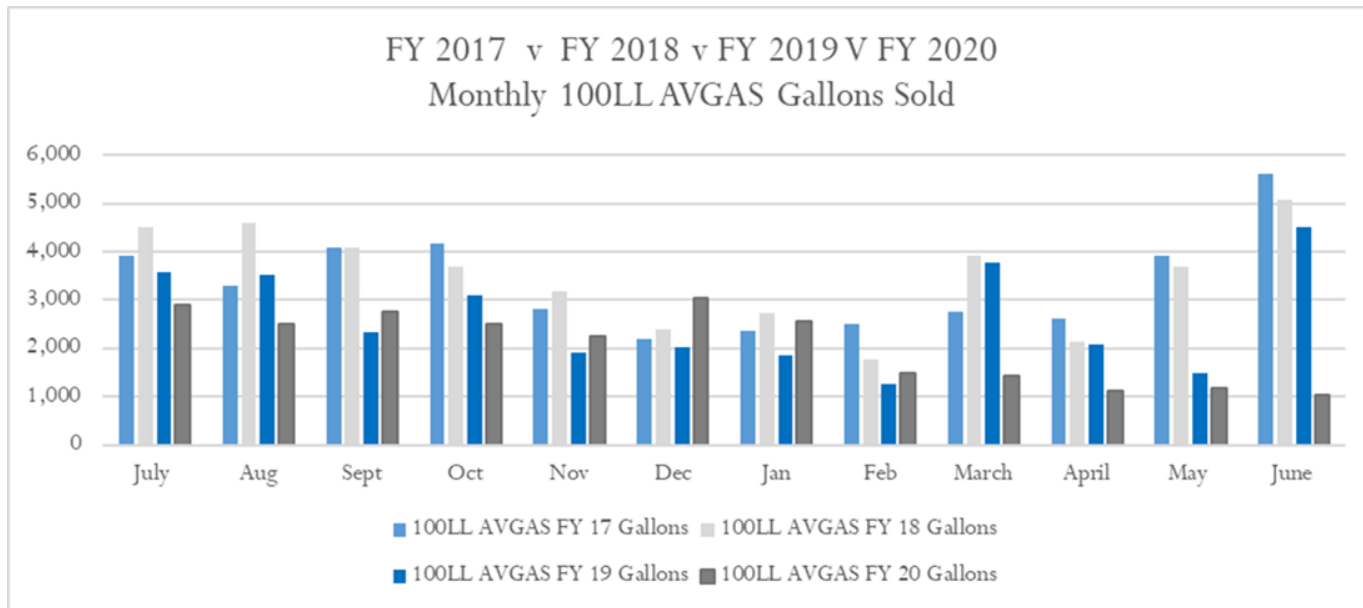
Revised 7/13/20





Fuel Sales





6-29-2020 07:52 AM

C I T Y O F S H A W N E E
 FINANCIAL STATEMENT - UNAUDITED
 AS OF: JUNE 29TH, 2020

PAGE: 1

511-SHAWNEE AIRPORT AUTHORITY
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	BUDGET

REVENUE SUMMARY							

INTERGOVERNMENTAL REV.	0.00	0.00	0.00	58,587.99	0.00 (	58,587.99)	0.00
LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RENTAL REVENUES	267,000.00	16,940.68	0.00	283,544.31	0.00 (	16,544.31)	106.20
INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUES	282,300.00	6,283.35	0.00	183,323.70	0.00	98,976.30	64.94
TRANSFERS IN	292,085.45	(4,203.65)	0.00	175,971.44	0.00	116,114.01	60.25
	<u>841,385.45</u>	<u>19,020.38</u>	<u>0.00</u>	<u>701,427.44</u>	<u>0.00</u>	<u>139,958.01</u>	<u>83.37</u>
*** TOTAL REVENUES ***	=====	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY							

AIRPORT	841,385.45	20,400.92	80,220.44	544,118.08	285,919.21	91,568.60	89.12
ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SHARED COSTS (ALLOCATED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<u>841,385.45</u>	<u>20,400.92</u>	<u>80,220.44</u>	<u>544,118.08</u>	<u>285,919.21</u>	<u>91,568.60</u>	<u>89.12</u>
*** TOTAL EXPENDITURES ***	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES **	<u>0.00</u>	<u>(1,380.54)</u>	<u>80,220.44</u>	<u>157,309.36</u>	<u>(285,919.21)</u>	<u>48,389.41</u>	<u>0.00</u>
	=====	=====	=====	=====	=====	=====	=====