

MINUTES
AIRPORT ADVISORY BOARD
MAY 16, 2018 5:30 PM
SHAWNEE REGIONAL AIRPORT TERMINAL
2202 NORTH AIRPORT DR.
SHAWNEE, OK

I. CALL TO ORDER

PRESENT Mr. Huddleston, Chairman, Mr. Smallwood, Vice Chairman
 Mr. Smith, Mr. Fogerty, Mr. Humphreys, and Mr. KLASER

ABSENT Mr. Freeman

OTHERS PRESENT Ms. Bonnie Wilson, Manager, Shawnee Regional Airport
 Mr. Fred Treiber, Supervisor, Shawnee Regional Airport

II. DECLARATION OF A QUORUM

Six members of the Advisory Board were present meeting the requirements for a quorum. The Chairman Declared a Quorum.

III. ITEM ONE - CONSIDERATION AND APPROVAL OF THE CONSENT AGENDA.

A. Approval of Minutes from the April 18, 2018 Meeting

Mr. KLASER made a Motion to Approve the Minutes as presented.

Mr. Fogerty provided a Second to the Motion.

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

IV. ITEM TWO - CITIZEN COMMENTS

A. No Citizens requested the opportunity to make comments.

V. ITEM THREE – DISCUSSION AND CONSIDERATION OF PROPOSED FISCAL YEAR 2019 BUDGET

Staff presented the proposed operations and maintenance (Expense) and capital development (Capital) budgets for consideration. It was noted that income from pending land sales were not reflected in the budget as the property assessment and valuation was still underway. Other areas of note included the realignment of available funds to facilities repair activities. A question was posed related to the reduction in funding for community events. Staff indicated that it was unlikely that an airshow or similar event will be held in Fiscal Year 2019 due to safety concerns posed by the planned construction project.

Mr. Smith made a Motion to Approve the proposed budget as presented and further to recommend acceptance and approval of the proposed Fiscal Year 2019 Budget by the Shawnee Airport Authority.

Mr. Fogerty provided a Second to the Motion.

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

A copy of the Proposed Fiscal Year 2019 Budget is provided as part of Attachment 1 “Agenda and Supporting Documents for the May 16, 2018 Regular Meeting of the Shawnee Airport Advisory Board” to these minutes.

VI. ITEM FOUR – LEASE RATES / PROPOSED RATE SETTING POLICY STATEMENT

A. Proposed Lease Rate Adjustments – Revised

B. Proposed Rate Setting Policy Statement – Revised

Staff presented memoranda reflecting revisions requested by the Advisory Board during the April Regular meeting addressing: i) options for escalation alternatives; ii) current rates for leased properties and facilities at Shawnee Regional Airport; iii) terms governing rate increases; iv) a proposed index for increasing rental rates, v) a request for authorization to renew existing leases, and vi) a proposed draft policy for setting rates in the future.

Following general discussion of the memorandum presented the Chairman called for a motion on the Proposed Lease Rate Adjustments; Agenda Item Four A.

Mr. Humphreys made a Motion to Accept the proposed lease rate adjustments and Recommend approval of the new rates by the Shawnee Airport Authority.

Mr. Klaser provided a Second to the Motion.

Following additional discussion of the memorandum regarding the rate setting policy, Chairman called for a motion on the Proposed Rate Setting Policy Statement; Agenda Item Four B.

Mr. Humphreys made a Motion to Accept the proposed policy and Recommend approval of the new policy by the Shawnee Airport Authority.

Mr. Fogerty provided a Second to the Motion.

A copy of the Memorandum and supporting documents is included part of Attachment 1 to these minutes.

VII. ITEM FIVE - DISCUSSION AND CONSIDERATION OF NOTICE TO TENANTS REGARDING LEASE COMPLIANCE

Staff provided a memorandum updating the Airport Advisory Board on the progress of collecting documentation from tenants to support lease language requirements and requesting authorization to notify non-compliant tenants of the potential to be denied the opportunity to renew their leases.

Following general discussion of the memorandum the Chairman called for a motion on the proposed tenant notification.

Mr. Humphreys made a Motion to authorize staff to issue second request letters to tenants not currently in compliance with the terms and conditions of lease agreements, in the form of the draft letter included as part of the agenda package.

Mr. Klaser provided a Second to the Motion.

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

A copy of the Memorandum and supporting documents is included part of Attachment 1 to these minutes

VIII. ITEM SIX - DISCUSSION AND CONSIDERATION OF PROPOSED BULK HANGAR LEASE AGREEMENT – DR. DAVID HEON

Staff provided a memorandum describing a request from Dr. David Heon, a current tenant in good standing, to lease space in Hangar # 14. Staff recommended approving the request and offering the lease at the Fiscal Year 2019 rate for a Standard Bulk Hangar Lease.

Following general discussion of the memorandum the Chairman called for a motion on the proposed lease.

Mr. Humphreys made a Motion to authorize staff to present the request for authorization to execute the lease agreement to the Shawnee Airport Authority.

Mr. Smallwood provided a Second to the Motion.

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

A copy of the Memorandum and supporting documents is included part of Attachment 1 to these minutes

IX. ITEM SEVEN – DISCUSSION AND CONSIDERATION OF EXTENSION OF PROPOSED FUEL SERVICE AGREEMENT

Staff presented a memorandum regarding an offer from World Fuel Services to sell the Shawnee Regional Airport a mobile JET-A Refueler for the sum of \$1.00 in exchange for an approximate three year extension to the current fuel purchasing and services agreement.

Following general discussion of the memorandum the Chairman called for a motion on the proposed purchase and agreement extension.

Mr. Humphreys made a Motion to authorize staff to present the proposal to the Shawnee Airport Authority and request authorization for the City Manager to execute the extended agreement.

Mr. Fogerty provided a Second to the Motion.

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

A copy of the Memorandum and supporting documents is included part of Attachment 1 to these minutes

X. ITEM EIGHT DISCUSSION AND CONSIDERATION PROPOSED AGREEMENT FOR REAL ESTATE APPRAISAL SERVICES

Staff presented a memorandum summarizing a request from the current owner of Incredible Inflatables, Ms. Greta Madson Enterprises, LLC, to sell her business and transfer the lease obligations to a new owner and a recommendation to conduct an appraisal of the property and establishing a Fair Market Value.

Following general discussion of the memorandum the Chairman called for a motion on the proposal to conduct a Fair Market Value Appraisal.

Mr. Humphreys made a Motion to authorize staff to present a request for authorization to engage the services of professional real estate assessor to determine the Fair Market Value of the property currently under lease to Greta Madson Enterprises, LLC.

Mr. Klaser provided a Second to the Motion.

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

A copy of the Memorandum and supporting documents is included part of Attachment 1 to these minutes

XI. ITEM NINE – STAFF REPORT

The following topics were presented as part of the monthly Staff Report:

1. Current Fuel Price Comparisons
2. Shawnee Regional Airport Fuel Sales
3. Revenues versus Expenditures – Fiscal Year to Date
4. Aged Receivables Report
5. Financial Statement as of May 9, 2018
6. Capital Project Summary Report
7. Planned Activities
8. Upcoming Events

No actions requiring a vote of the Airport Advisory Board were taken. A copy of the Staff Report and supporting documents is included part of Attachment 1 to these minutes

XII. ITEM TEN – NEW BUSINESS

There was no New Business introduced.

XIII. ITEM XI - ADJOURNMENT

The Chairman called for a Motion to Adjourn the meeting.

Mr. Humphreys made a Motion to Adjourn.

Mr. Fogerty provided a Second to the Motion.

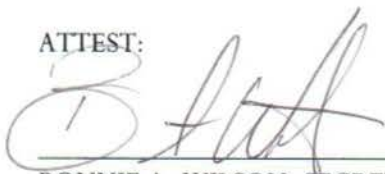
The meeting was Adjourned.



KEVIN HUDDLESTON
CHAIRMAN

6/20/18

DATE

ATTEST:


BONNIE A. WILSON, SECRETARY

6/20/18

DATE

AIRPORT ADVISORY BOARD MEETING

April 18, 2018

5:30 P.M.

SHAWNEE REGIONAL AIRPORT

2202 AIRPORT DR.

SHAWNEE, OK

AGENDA
AIRPORT ADVISORY BOARD
APRIL 18, 2018 5:30 PM
SHAWNEE REGIONAL AIRPORT TERMINAL
2202 AIRPORT DR.
SHAWNEE, OK

CALL TO ORDER

DECLARATION OF A QUORUM

- ITEM ONE:** Consideration and Approval of the Consent Agenda.
Approval of Minutes from the March 21, 2018 Meeting
- ITEM TWO:** Citizen Comments
- ITEM THREE:** Discussion and Consideration of Proposed Aviation Memorabilia Display:
Draft Display Policy and Standards
Authority to Enter into Third Party Agreement
- ITEM FOUR:** Discussion and Consideration of:
Proposed Lease Rate Adjustments
Proposed Rate Setting Policy Statement
- ITEM FIVE:** Discussion and Consideration of FlyOkAir Lease Amendment
- ITEM SIX:** Discussion and Consideration of Proposed Lease Agreement – Red Cloud Aviation
- ITEM SEVEN:** Discussion and Consideration of Letter of Intent – Oklahoma Aeronautics
Commission Capital Improvement Program Funding
- ITEM EIGHT:** Discussion and Consideration of Notice to Tenants Regarding Lease Compliance
- ITEM NINE** Staff Report
1. Current Fuel Price Comparisons
 2. Shawnee Regional Airport Fuel Sales
 3. Revenues versus Expenditures – Fiscal Year to Date
 4. Aged Receivables Report
 5. Financial Statement as of April 16, 2018
 6. Capital Outlay Budget Report
 7. Capital Project Summary Report
 8. Planned Activities
 9. Upcoming Events

ITEM TEN: New Business

ITEM ELEVEN: Board Comments

ITEM TWELVE: Adjournment

MINUTES
AIRPORT ADVISORY BOARD
MARCH 21, 2018 5:30 PM
SHAWNEE REGIONAL AIRPORT TERMINAL
2202 NORTH AIRPORT DR.
SHAWNEE, OK

I. CALL TO ORDER

PRESENT Mr. Huddleston, Chairman, Mr. Smallwood, Vice Chairman, Mr. Smith,
 Mr. Fogerty, Mr. Freeman, and Mr. KLASER

ABSENT Mr. Humphreys

OTHERS PRESENT:

Ms. Cynthia Arnold, Finance Director City of Shawnee Oklahoma
Ms. Bonnie Wilson, Manager, Shawnee Regional Airport
Mr. Fred Treiber, Supervisor, Shawnee Regional Airport
Mr. Kurt Evans, H.W. Lochner, Inc.
Mr. Patrick Barnas, H.W. Lochner, Inc.
Mr. Darrin Loftin, Pacific Airways Holdings

II. DECLARATION OF A QUORUM

Six members of the Advisory Board were present meeting the requirements for a quorum. The Chairman Declared a Quorum.

III. ITEM ONE - CONSIDERATION AND APPROVAL OF THE CONSENT AGENDA.

A. Approval of Minutes from the February 21, 2018 Meeting

Mr. Smith made a motioned to approve consent agenda.

Mr. Fogerty provided a Seconded to the motion.

The Chairman called the Question, Mr. Freeman Abstained due to his absence at the meeting in question, the remaining Members of the Advisory Board present unanimously approved the motion.

IV. ITEM TWO - CITIZEN COMMENTS

A. No Citizens requested the opportunity to make comments.

V. ITEM THREE - DISCUSSION AND CONSIDERATION OF NORTH AIRPORT PROPERTY LEASE

- A. Staff presented a memorandum summarizing the status of the current lease agreement; made a recommendation to deny the current tenant the opportunity to renew the lease for an additional term based on failure to make timely payment under the current agreement; and requested permission to develop a request for proposals governing a new lease agreement. The complete memorandum is provided as Attachment 1 to these Minutes.
- B. Discussion among the member of the Advisory Board included the potential to sell the land in question versus providing an opportunity to lease the land.

Mr. Klaser made a motion to authorize staff to present a recommendation to the Shawnee Airport Authority, to terminate the lease between the City of Shawnee and Mr. Frank Welch; and to direct staff to explore the opportunity to sell the land, and/or prepare a Request for Proposals for a lease option for the review and consideration by the Shawnee Airport Advisory Board.

Mr. Freeman provided a Seconded to the motion.

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

VI. ITEM FIVE – STAFF REPORT

- A. Staff provided a report on the business of the Shawnee Regional Airport since the last meeting of the Airport Advisory Board. Written reports are included as Attachment 2 to these minutes. The major sections of the report were as follows:
 - 1. Current Fuel Price Comparisons
 - 2. Fuel Sales
 - 3. Revenues versus Expenditures – Fiscal Year 2018 70% Complete
 - 4. Aged Receivables Report
 - 5. Project Summary
 - a. Fuel System Repair, Procedures Development and Staff Training
 - b. Apron / Taxiway Repairs
 - c. Concrete installation to replace damaged asphalt is complete.
 - d. Planned Activities, and
 - e. Upcoming Events
- B. Representatives of the H.W. Lochner, Inc. participated in the discussion regarding the planned taxi lane and T-Hangar foundation construction project providing details on the project plan and schedule of events.

1. Following the discussion staff requested authorization to present memoranda to the Shawnee Airport Authority seeking authority to publish a Request for Bids/Invitation to Bid, and authorization to accept any grant funds offered by the Federal Aviation Administration in support of this project.

Vice Chairman Smallwood made a motion to authorize staff to present a recommendation to the Shawnee Airport Authority, to publish a Request for Bids/Invitation to Bid, and authorization acceptance any grant funds offered by the Federal Aviation Administration in support of this project.

Mr. Klaser provided a Seconded to the motion.

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

- C. Regarding Upcoming Events, staff reported that Ms. Aimee Harden, Aviation Maintenance Instructor with the Gordon Cooper Technology Center Aviation Maintenance Technology Campus is seeking an opportunity to work in partnership with the Shawnee Regional Airport to host a fund raising event. The idea presented for discussion is a “Fun Run” utilizing the runway at SNL to allow for participation by persons with mobility disabilities and to encourage participation by others with an interest in aviation and or the unique opportunity to have access to a runway for the event. Mr. Freeman requested the staff explore opportunities to include aviation related events and activities in the overall plan. The remaining Members of the Advisory Board present were generally supportive of exploring the possibility. Staff will provide additional information for consideration at a later date as plans for the proposed event become more solidified.
- D. Mr. Darrin Loftin made general remarks related to the progress of the construction of a hangar, and reminded the Board that he had offered to participate in a plan to develop a parking shelter for rental cars on the northernmost portion of the existing aircraft ramp to allow for these vehicles to be repositioned.

VII. ITEM SIX - BOARD COMMENTS

- A. The Chairman asked the Members of the Airport Advisory Board if they had any additional comments. No comments were offered.

VIII. ITEM EIGHT - ADJOURNMENT

There being no further business presented on the Agenda, the Chairman called for a Motion to Adjourn.

Mr. Klaser made a motion to Adjourn.

Vice Chairman Smallwood 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.

WIL SMALLWOOD
VICE CHAIRMAN

DATE

ATTEST:

BONNIE A. WILSON, SECRETARY

DATE



To: Shawnee Regional Airport Advisory Board
Kevin Huddleston, Chairman
Will Smallwood, Vice Chairman
Barry Fogerty
Donald "Andy" Freeman
Bert Humphreys
John Klaser
James Smith

From: Bonnie A. Wilson, CM
Airport Manager 

Date: April 6, 2018

Subject: Aviation Memorabilia Display: Draft Display Policy and Standards; Authority to Enter into Third Party Agreement

Summary

The Shawnee Regional Airport serves as a gateway to the City of Shawnee. As a public entity it is appropriate to partner with non-profit organizations to support aviation related educational materials and information. Heartland Aeronautical Experience is requesting the opportunity to install display cases and aviation memorabilia in the main lobby of the Shawnee Regional Airport.

Recommendation

At this time there are no policies, or standards governing this type of display, nor is there a standard form of agreement between the City of Shawnee and third parties seeking to display information and artifacts. Staff is recommending the approval of the proposed draft document addressing terms and conditions for such displays provided as Attachment 1.

Action Requested

Authorize staff to provide a draft form of agreement for review and comment by the attorney for the City of Shawnee (Attachment 2) and provide a final form of the agreement to the Shawnee Airport Authority for authorization to execute.

DRAFT

Public Displays at the Shawnee Regional Airport

The Shawnee Regional Airport is a public aviation facility, and as such is pleased to participate in supporting the display of aviation related informational and educational materials.

The following requirements for public display have been developed to ensure that proposed display systems and materials are appropriate for the patrons of the airport, the Shawnee community and the Airport.

1. Display opportunities will be made available for a specific duration, not to exceed one calendar year.
2. Display opportunities will only be made available to non-profit and not-for-profit entities with the stated mission of supporting aviation education, the aviation industry, public service agencies, the United States Military and their affiliated supporting agencies such as the National Guard and Civil Air Patrol.
3. Displays may not be used to solicit funds, advertise products or services.
4. Each proposed display system must:
 - a. No larger than thirty-six (36) square feet total;
 - b. Be wholly self-contained and not in any way alter or damage the existing furnishings or structure of the Airport terminal;
 - c. Constructed of materials of a quality and type compatible with the existing interior furnishings of the Airport lobby;
 - d. Maintained by the entity providing the system to include:
 - i. Lighting, and or any other electrical or mechanical requirements, to include the cost of supplying utilities to the location;
 - ii. Cleaning and necessary repairs of protective glass, display surfaces, and items on display.
5. Each entity seeking to install a display in the airport terminal must submit for review and approval by the Airport Advisory Board:
 - a. A narrative statement describing the organizations mission in support of aviation;
 - b. A legal description of the organization and its non/not-for profit status, public service status, and or their affiliation with the United States Military;
 - c. A schematic drawing of the proposed display system;
 - d. A detailed inventory of items to be displayed, including information related to the provenance of the materials in the case of historical or archeological items.
6. If approved, the sponsoring entity must execute a Display Agreement with the City of Shawnee, Oklahoma in the form of Exhibit A attached.

DRAFT

**SHAWNEE REGIONAL AIRPORT
AVIATION INFORMATION DISPLAY AGREEMENT**

WHEREAS, ENTITY, a NON/NOT-FOR/MILITARY ENTITY, desires to install a display of aviation related informational and educational materials in the lobby of the Shawnee Regional Airport (“SNL”); and

WHEREAS, the City of Shawnee, Oklahoma (“the City”) and the SNL wish to provide the opportunity to enhance the community’s knowledge and understanding of the role of aviation in the community;

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

1. DISPLAY AGREEMENT: The Shawnee Regional Airport agrees to provide a thirty-six square foot space, in the terminal lobby of SNL for the purpose of displaying certain items of interest, designed to educate the public on the importance of aviation, as further described in Exhibit A to this agreement.
2. TERM: SNL agrees to make this space available to ENTITY for a term of one calendar year, commencing on MONTH DAY YEAR, and terminating on MONTH DAY YEAR unless sooner terminated in accordance with the provisions of this Agreement. After the initial term, this Agreement may be extended on a month to month basis at the discretion of the City.
3. DISPLAY ITEMS: Said allocation of space is for the display of materials previously approved by the Airport Advisory Board, within a self- contained display system. Storage of any other materials or items are not allowed.
 - a. All materials proposed for display must be approved prior to display by the Airport Advisory Board.
 - b. Information regarding the solicitation of funds, and or the advertisement of products or services is strictly prohibited.
4. LIMITATION OF LIABILITIES:
 - a. The ENTITY hereby agrees to provide at its sole expense a policy of liability insurance insuring both the ENTITY, the Shawnee Regional Airport and the City 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 City.
 - b. The ENTITY shall indemnify and hold harmless the City 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 ENTITY’s display system.

DRAFT

- c. Said Policy of Liability Insurance shall be issued by a company authorized to do business in the State of Oklahoma and minimum coverage shall be \$ 100,000 - \$ 1,000,000 - \$ 1,000,000.
 - d. The policy shall be endorsed that the City and SNL are additional insured parties on said policy. Said policy shall also provide that in the event of cancellation, the insurance company shall give SNL at least 10 days written notice of intent to cancel.
 - e. The ENTITY hereby indemnifies the City and SNL from any and all claims, demands, losses, actions, causes of action of any kind, arising out of the ENTITY's use, or occupancy of said space. This indemnification covers all losses and expenses to the City, and SNL, including attorney fees and expenses to defend litigation.
5. COVENANTS OF ENTIIY: ENTITY expressly covenants that:
- a. ENTITY shall be liable for all damages which ENTITY causes to the terminal or terminal furnishings, normal wear and use being excepted.
 - b. ENTITY shall not make any alterations, installations, attachments, or make any improvements to the terminal area or furnishings, except as authorized by the Airport Manager.
 - c. ENTITY shall comply with city, county, state and federal laws and regulations, and the Shawnee Regional Airport Rules and Regulations and Minimum Standards, which are incorporated by reference into the Agreement.
 - d. ENTITY shall not assign or sublet this Agreement, or any of the ENTITY's rights concerning the display space or any part thereof, or any interest therein.
 - e. ENTITY shall not keep firearms, fuel, explosives, or any noxious, dangerous substances within the display space.
 - f. ENTITY shall be responsible for the security of the display system at all times to include any costs associated with installation and use approved electrical or mechanical devices.
6. SURRENDER OF POSSESSION: Upon the termination of this Agreement, for any reason, ENTITY shall immediately surrender possession of the premises to SNL. In the event that ENTITY fails and refuses to immediately surrender possession, SNL 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.

DRAFT

7. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

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

_____ day of _____, 2018.

THE CITY OF SHAWNEE, OKLAHOMA,

A Municipal Corporation

by: _____

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CITY CLERK

_____ day of _____, 2018.

ENTITY FULL LEGAL NAME

Printed Name: _____

Signature: _____

DRAFT



To: Shawnee Regional Airport Advisory Board
Kevin Huddleston, Chairman
Will Smallwood, Vice Chairman
Barry Fogerty
Donald "Andy" Freeman
Bert Humphreys
John Klaser
James Smith

From: Bonnie A. Wilson, CM
Airport Manager

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson", is written over the printed name and title.

Date: April 8, 2018

Subject: Proposed Lease Rate Adjustments

Summary

Rental rates for various properties at the Shawnee Regional Airport (SNL) are subject to adjustment under the various terms and conditions of the current lease agreements. Specifically:

The rental rate for all T-Hangars and the associated storage room; Allied Asset Management, and Preferred Management Corporation, housed in the "Shop Hangar"; as well as Scissortail Skydiving, and three individual tenants with aircraft stored in Hangar 13, may be adjusted at the discretion of the Airport Advisory Board.

The rental rates for the bulk hangar and office space currently occupied by FlyOkAir, and space within the "Shop Hangar" currently occupied by Martin Aircraft, LLC, may be adjusted based on policy or the inflation rate established by the Consumer Price Index (CPI) or comparable on airport rates.

The rental rate for Red Cloud Aviation is subject to adjustment annually with rates determined by "the airports obligation to charge Fair Market Value (FMV) for leased premises." Red Cloud has also requested the opportunity to rent additional space at SNL, specifically the Mezzanine Office. This new lease could be subject to either FMV or CPI escalation terms.

The Civil Air Patrol, currently housed in a T-Hangar, is not subject to a rental fee.

The variation in rates per lease is further described on Attachment 1 to this memorandum. Rates for similar services provided at airports in the area are also included on the Attachment.

The Federal Aviation Administration (FAA) requires airports to be as self-sustaining as feasible and to set rates and charges at a level necessary to address the operation and maintenance of the facility. The FAA recognizes

that it is not always practicable to charge tenants rates equitable to the actual cost of operations and maintenance and makes allowance for reasonable rates.

FAA ORDER 5190.6B; FAA Airport Compliance Manual considers hangar space to be an Aeronautical Use, requires the rates charged under lease agreements to be “reasonable” and allows for fees to be set at a fair market rate.

FMV could be established by offering hangar space on the open market for those properties currently governed by annual leases, such as T-Hangars, though the consequences of creating an annual open market would likely drive the value of the leases down due to the short term nature of such agreements. Utilizing the CPI as an annual escalator would provide standardization in pricing policy as well as a predictable revenue indicator. The CPI method complies with Federal law, as implemented by the Rates and Charges Policy and ensures that aeronautical fees are not unjustly discriminatory.

Recommendation

Staff is recommending the Airport Advisory Board exercise its authority to increase applicable lease rates by the rate of inflation established by the change in the CPI between January and December 2017 of 3.1%, commencing at the beginning of Fiscal Year 2019, July 1, 2018.

Staff is further recommending the adoption of a policy establishing rental rates for aeronautical and non-aeronautical use facilities in compliance with FAA policies and regulations governing airport rates and charges; and the development and application of a standardized fee structure and lease language for SNL owned facilities to support the costs of operation and development of the Shawnee Regional Airport. A draft policy is included as Attachment 2 to this memorandum.

Staff is further recommending offering current T-Hangar tenants the option to renew their leases, at the new rate, commencing July 1, 2018, with the exception of the Civil Air Patrol. Staff is recommending that the Civil Air Patrol be directed to relocate their aircraft to a space within Bulk Hangar # 13 to allow the T-Hangar to be offered for rental at a rate established by policy adoption.

Actions Requested

Authorize staff to present a recommendation to the Shawnee Airport Authority to increase rental rates on applicable properties by annual CPI increase at the commencement of Fiscal Year 2019; and

Authorize the execution of new one-year term leases with current T-Hangar tenants at the new rate; and

Adopt a policy to establish rental rates for aeronautical and non-aeronautical use facilities in compliance with Federal Aviation Administration policies and regulations governing airport rates and charges.

Attachment 1

Agreement	Anniversary Date	Facility Description	SqFt	Current Annual /SqFt	Current Annual	CPI Change ⁽¹⁾	Adjusted Annual /SqFt	Adjusted Annual	Variable/ SqFt	Variable Annually
T-Hangar Leases	6/30/2018	25 - T-Hangars	N/A	N/A	\$45,000	3.1%	N/A	\$46,395	N/A	\$1,395
T-Hangar Leases	6/30/2018	Hangar 217 Reduced Rate	N/A	N/A	\$1,125	3.1%	N/A	\$1,160	N/A	\$35
T-Hangar Leases	6/30/2018	Hangar 218 Reduced Rate	N/A	N/A	\$1,500	3.1%	N/A	\$1,547	N/A	\$47
T-Hangar Leases	N/A	2 Vacant ^{(2) (3)}	N/A	N/A	\$1,800	3.1%	N/A	\$3,712	N/A	\$1,912
L.Heath	1/1/2018	South T-Hangar Storage Room	N/A	N/A	\$720	3.1%	N/A	\$742	N/A	\$22
Allied Asset Management	1/1/2018	Space 1 w/in H-14	N/A	N/A	\$3,300	3.1%	N/A	\$3,402	N/A	\$102
Allied Asset Management	1/1/2018	Space 2 w/in H-14	N/A	N/A	\$3,600	3.1%	N/A	\$3,712	N/A	\$112
Preferred Management	10/1/2018	Space w/in H-14 for 3 - Aircraft	N/A	N/A	\$6,000	3.1%	N/A	\$6,186	N/A	\$186
Scissortail Skydiving	6/1/2018	Space w/in H-13	1,768	1.493213	\$2,640	3.1%	1.539503	\$2,722	0.046290	\$82
J Bowles	2/1/2018	Space w/in H-13	N/A	N/A	\$1,800	3.1%	N/A	\$1,856	N/A	\$56
B. Stafford	11/1/2015	Space w/in H-13	N/A	N/A	\$1,560	3.1%	N/A	\$1,608	N/A	\$48
M. Birch	6/30/2016	Space w/in H-13	N/A	N/A	\$1,560	3.1%	N/A	\$1,608	N/A	\$48
Fly Ok Air	1/1/2018	East South West Bulk/Antosh	3,600	1.083333	\$3,900	3.1%	1.116916	\$4,021	0.033583	\$121
Fly OK Air	11/1/2018	North-T-Hangar Office (East South East Bulk)	N/A	N/A	\$720	3.1%	N/A	\$742	N/A	\$22
Martin Aircraft	7/1/2018	FBO Lease H-14 (Building # 2)	1,650	1.400000	\$2,310	3.1%	1.443400	\$2,382	0.043400	\$72
Red Cloud Aviation	1/21/2018	East South East Bulk/Boddard	5,320	1.409774	\$7,500	3.1%	1.453477	\$7,732	0.043703	\$232
Red Cloud Aviation	7/1/2019	Mezzanine Office	247	16.760000	\$4,140	0.0%	3.04 ⁽⁴⁾	\$750	\$3.04	\$750
T-Hangar Leases	6/30/2018	CAP Hangar at No Charge	N/A	N/A	\$0	3.1%	N/A	\$0	N/A	\$0
					\$89,175			\$90,277		\$5,242
⁽¹⁾ CPI Data - Twelve Months Ending December 31, 2017.										
⁽²⁾ E. Gohr released lease effective 3/31/18.										
⁽³⁾ Proposed second vacancy contingent on moving CAP to Hangar 13.										
⁽⁴⁾ Reflects reclassification from non-aeronautical to aeronautical use.										

Airport	Tie Down Daily	Tie Down Monthly	Bulk	T-Hangar Per Month
Ada	No Charge	No Charge	N/A	\$159
Bartlesville	No Charge	No Charge	\$125-\$350	\$200
Enid	N/A	N/A	\$40- \$65	N/A
Gainesville	\$1 *	N/A	\$295 - \$405	\$175-\$235
Guthrie	N/A	N/A	N/A	\$200
Max Westheimer (OU Norman)	\$20	\$80	N/A	\$225-\$400
Ponca City	\$10 *	\$40	\$400-\$600	\$105-\$130
Seminole	\$10 **	N/A	\$150	\$100 - \$150
Shawnee	N/A	N/A	\$134-\$309	\$96 - \$155
Stillwater	\$10 ***	\$50	\$135-\$170	\$200
Sundance	N/A	N/A	N/A	\$350-\$450
Wiley Post	\$2	N/A	Third Party	Third Party
* Waived with Fuel Purchase				
** Fee Applied After Five Days Occupancy				
***Waived with a minimum of 10 gallons of fuel purchased				

Attachment 2

Policy Statement

It is the policy of the Shawnee Regional Airport Advisory Board to establish rental rates for aeronautical and non-aeronautical use facilities in compliance with Federal Aviation Administration policies and regulations governing airport rates and charges.

Objective

Development and application of a standardized fee structure and lease language for Shawnee Regional Airport owned facilities to support the costs of operation and development of the Shawnee Regional Airport.

Methodology for Leasing SNL Facilities

1. Utilize standard terms and conditions for lease agreements for facilities within identified property categories.
2. Participate in and/or conduct a survey of the aviation facilities market annually to ensure competitive pricing.
3. Engage a third party assessor to conduct property value assessments every five calendar years and/or in response to any significant changes to the regional market.
4. Apply a standard rate of increase to annual lease rates based on changes to the Consumer Price Index in intervening years, with current pricing retained as minimums regardless of CPI activity.
5. Adjust rental rates annual at the commencement of the Fiscal Year.

Methodology for Land Leases Supporting Third Party Capital Development

1. All capital construction must be compatible with the current approved Airport Layout Plan.
2. All capital construction plans and specifications must meet the standards of the City of Shawnee Planning Office, and the Federal Aviation Administration as issued from time to time.
3. Land leases for the purpose of capital development may not exceed fifty calendar years.
4. Proposals for capital development leases must include:
 - a. A comprehensive business plan describing the proposed use of the facility, estimated costs of operation, estimated revenue, market analysis, and source of labor and direct employment impacts; and
 - b. A financial statement describing the source of funds for construction, and continued operations and maintenance.
5. Land leases for the purpose of capital development may not exceed fifty calendar years.
6. Leases must include a reversion clause whereby facilities constructed by third parties become the property of SNL on a specified future date to be determined based on the level of initial investment.
7. Leases must include minimum capital improvement clauses to ensure facilities retain their value throughout the lease term.



To: Shawnee Regional Airport Advisory Board
Kevin Huddleston, Chairman
Will Smallwood, Vice Chairman
Barry Fogerty
Donald "Andy" Freeman
Bert Humphreys
John Klaser
James Smith

From: Bonnie A. Wilson, CM
Airport Manager

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson", is written over the printed name and title.

Date: April 6, 2018

Subject: FlyOkAir Lease Amendment

Summary

FlyOkAir leases both an office and hangar from the Shawnee Regional Airport. Under the terms of the lease agreement, FlyOkAir is responsible for providing and paying for 100% of the supporting utilities including water services. At this time there is a water spigot on the northeast corner of the leased hangar that has traditionally been used by T-Hangar tenants for the purpose of washing aircraft. This public use of the water line has created an unintended financial burden on FlyOkAir. FlyOkAir is requesting an amendment to the lease agreement releasing them from the obligation to pay for water services.

Recommendation

The average monthly meter reading from this source is reported as 1,500 gallons. The average monthly cost for water is reported at \$43.44. As this spigot is readily available, and provides a customer service, staff is recommending the Shawnee Regional Airport assume the cost of providing water at this location.

Action Requested

Authorize staff to present a recommendation to the Shawnee Airport Authority to amend the Lease Agreement between the City of Shawnee and FlyOkAir; and assume the cost of providing water at this location.



To: **Shawnee Regional Airport Advisory Board**
 Kevin Huddleston, Chairman
 Will Smallwood, Vice Chairman
 Barry Fogerty
 Donald "Andy" Freeman
 Bert Humphreys
 John Klaser
 James Smith

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

Date: **April 7, 2018**

Subject: **Proposed Lease Agreement – Red Cloud Aviation**

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson", is written over the "From:" line of the letterhead.

Summary

Allied Asset Management has requested a release from their short term lease governing the Mezzanine Office at the Shawnee Regional Airport (SNL) terminal effective April 30, 2018. Mr. Scott Lee, Managing Member Red Cloud Aviation LLC, (Red Cloud), an Oklahoma limited liability company, has proposed to lease this space to support several elements of his existing and expanded business profile.

Red Cloud currently offers flight instruction services and is seeking a location to offer classroom/ground training during both day and evening hours. Access to this office will allow him to conduct the essential pre-flight training during evening hours in particular.

Red Cloud is also in the process of expanding their business profile by seeking certification from the Federal Aviation Administration (FAA) to provide services as a certified 49 CFR Part 145 Repair Station. Services authorized under this program will include repairs and maintenance on airframes, power plants, pitot static systems, transponders and avionics.

Red Cloud has facilities in Seminole as well as Shawnee, though has expressed a preference to conduct the proposed training in Shawnee. The addition of a 49 CFR Part 145 Repair station to the SNL service profile is also significant. There are only three certified stations offering the scope of services proposed by Red Cloud in Oklahoma. Two are based in Oklahoma City, one in Tulsa. Air Flite, Inc. based at SNL has a limited certificate offering services for rotorcraft airframes and power plants. These additional service offerings will increase the utilization of SNL by aircraft owners and operators.

Recommendation

FAA ORDER 5190.6B; FAA Airport Compliance Manual considers this type of business to be an Aeronautical Use of property, requires the rates charged under these type of lease agreements to be "reasonable" and allows for fees to be set at a fair market rate. Therefore, the recommended rental fee should be comparable with

similar existing and proposed leases. The current lease holder, Allied Asset Management (AAM) is not considered an aeronautical user. The rental fee currently charged to AAM is not applicable to Red Cloud. A comparable lease for an aeronautical user is the lease with FlyOkAir for similar office space at SNL. The rate per annum on that space is currently set at \$720.00, with a possible increase to \$742.32 based on the Consumer Price Index inflation rate for 2017. The rate for the Mezzanine Office should be comparable to this rate, at a slight increase in consideration of utilities and furnishings provided by SNL.

Therefore, based on the business value of providing a location for the services provided by Red Cloud, staff is recommending the Airport Advisory Board accept the proposal to lease the Mezzanine office to Red Cloud for the purposes stated at a rate of \$750.00, per year.

Action Requested

Authorize staff to present a recommendation to the Shawnee Airport Authority to enter into a Lease Agreement between the City of Shawnee and Red Cloud Aviation, LLC.



To: Shawnee Regional Airport Advisory Board
Kevin Huddleston, Chairman
Will Smallwood, Vice Chairman
Barry Fogerty
Donald "Andy" Freeman
Bert Humphreys
John Klaser
James Smith

From: Bonnie A. Wilson, CM
Airport Manager

Date: April 13, 2018

Subject: Letter of Intent – Oklahoma Aeronautics Commission Capital Improvement Program Funding

Summary

The Shawnee Regional Airport Capital Improvement Plan (CIP) includes a preventative maintenance project intended to extend the life of the runway surface pavement. The estimated cost of the project is \$807,018.

An identified funding source for the project is a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant. FAA AIP grants require a local contribution of ten percent (10%) of the allowable costs. The Oklahoma Aeronautics Commission (the Commission) is willing to provide five percent (5%) of the required local share to the City of Shawnee on behalf of the Shawnee Regional Airport.

Recommendation

Staff is recommending the Airport Advisory Board accept the Oklahoma Aeronautics Commission's offer to participate in funding the project and secure their participation by filing the Letter of Interest provided in draft as Attachment 1 to this memorandum.

Actions Requested

Authorize staff to present a recommendation to the Shawnee Airport Authority to accept the Oklahoma Aeronautics Commission's offer, and authorize the City of Shawnee City Manager execute the Letter of Interest in final form.



Office of the City Manager

April XX, 2018

Oklahoma Aeronautics Commission
110 N. Robinson, Suite 200
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 listed below be considered for inclusion in the Commission's fiscal year (FY) 2019-2021 Capital Improvement Program for FY 2020.

1. Rehabilitate Runway and Taxiway Pavement (crack seal and seal coat) – federal/state/local (*total estimated cost \$807,018*)

The City understands its funding share of the total eligible project cost will be ten percent (10%) for federal funding and five percent (5%) for supplemental state funding unless otherwise agreed to by the Commission. The City requests that the Commission provide half (five percent - 5%) of the sponsor's required federal matching share on this project. The City has the capacity and is committed to make available its funding share. Should you have any questions, please contact Bonnie Wilson, Airport Manager, at 405-878-1532.

Sincerely,

Justin Erickson
City Manager
City of Shawnee



To: Shawnee Regional Airport Advisory Board
Kevin Huddleston, Chairman
Will Smallwood, Vice Chairman
Barry Fogerty
Donald "Andy" Freeman
Bert Humphreys
John Klaser
James Smith

From: Bonnie A. Wilson, CM
Airport Manager

Date: April 13, 2018

Subject: Notice to Tenants Regarding Lease Compliance

Summary

In February 2018, staff prepared and distributed letters to various tenants requesting current copies of executed leases, certificates of insurance; aircraft registration information; and, evidence of airworthiness for aircraft stored in hangars at the Shawnee Regional Airport (SNL). To date we have received complete documentation from eight (8) tenants. Additional documentation related to insurance, and current airworthiness is required from an additional sixteen (16) tenants. Only one tenant has failed to provide any documentation including an executed lease.

Recommendation

The standards established by the current lease language is intended to ensure that the aircraft hangared at SNL are actively used, safe and that proper insurance is retained in case of an accident or incident. When hangars are utilized for inactive aircraft or other materials and equipment SNL loses revenue opportunities. In addition, reductions in aircraft activity have a negative impact on SNL's ability to receive funding from the Federal Aviation Administration and the Oklahoma Aeronautics Commission. Staff is recommending the distribution of a second set of notice letters, in the general form of Attachment 1 to this memorandum, which includes a notice that failure to provide the requested documentation will have an impact on the recipients' eligibility to renew their hangar lease. If approved, letters will be sent via Certified Mail.

Action Requested

Staff is recommending the Airport Advisory Board authorize staff to issue a second request letter to tenants not currently in compliance with the terms and conditions of lease agreements in the form of the draft provided.

ATTACHMENT 1

DRAFT

April XX , 2018

ADDRESS BLOCK

Dear Mr. LAST NAME,

We appreciate your choice to hangar your aircraft at the Shawnee Regional Airport (SNL) and wish to continue to provide you with the opportunity to do so. In order to ensure that you are eligible to renew your lease at the end of the current term on June 30, 2018, it will be imperative for you to provide the documentation requested in my letter to you dated February 23, 2018.

Please submit current copies of certificates of insurance; aircraft registration information; and, evidence of current airworthiness, such as a copy of a log book entry or other documentation, for N_____ identified as the aircraft stored in Hangar _____.

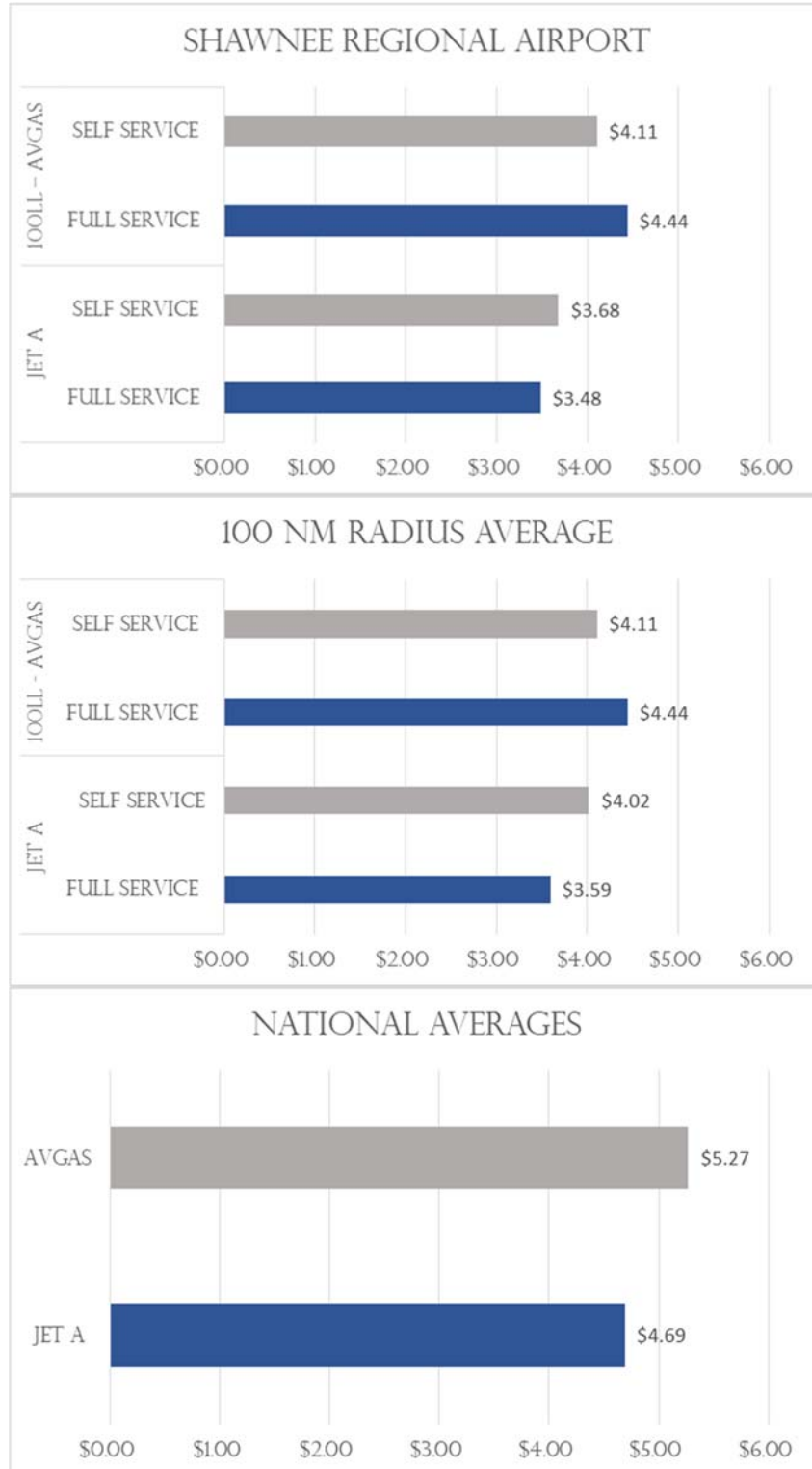
Please do not hesitate to contact me if you have any questions or concerns with these requests.

Sincerely,

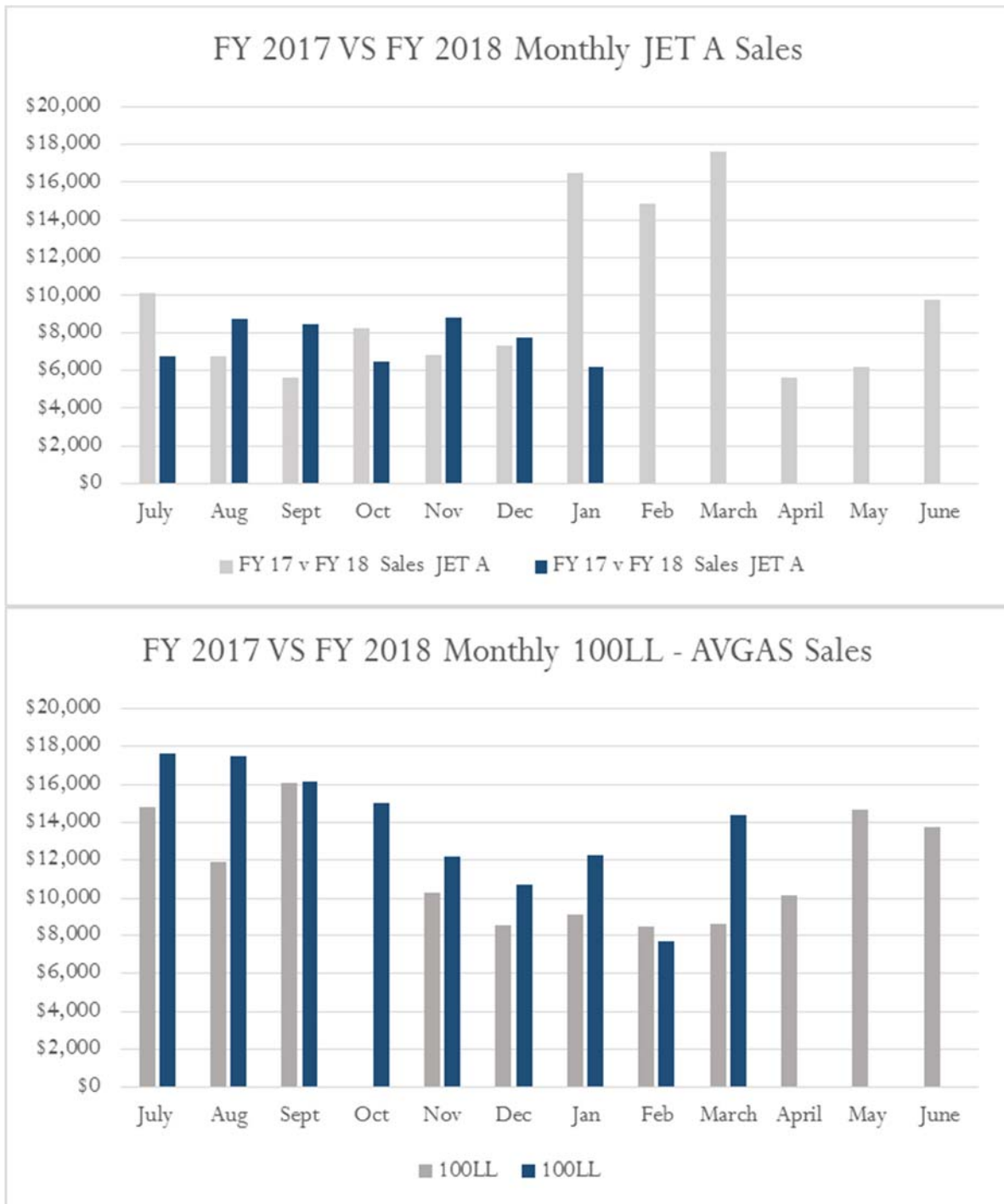
Bonnie A. Wilson, CM
Airport Manager

Staff Report
April 18, 2018

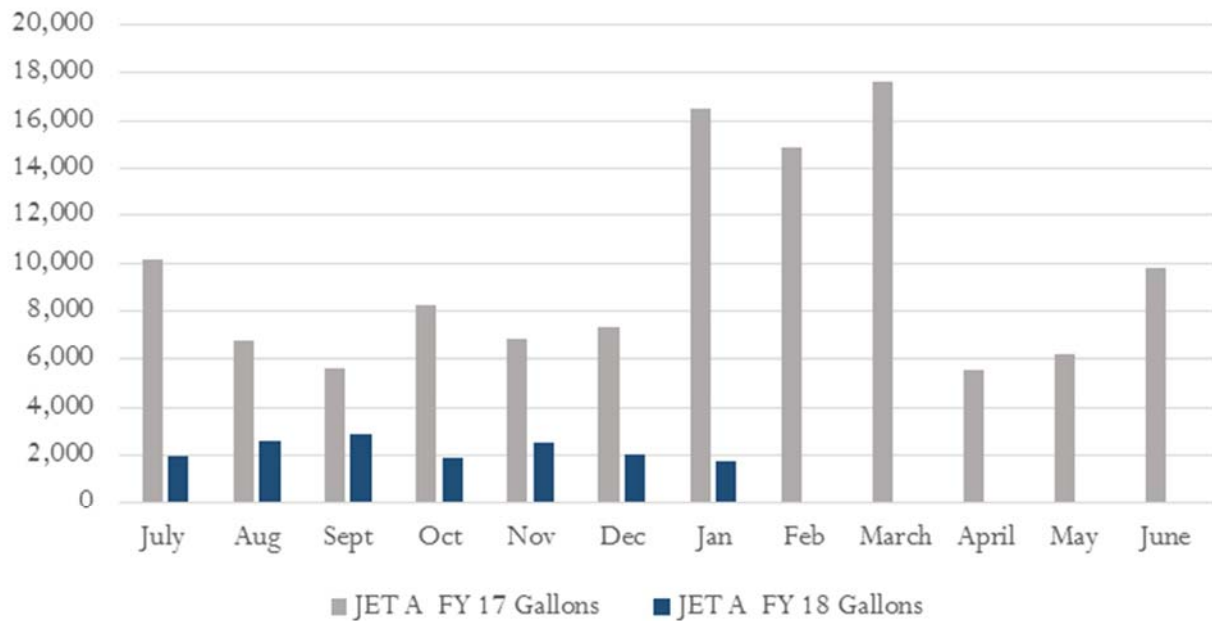
1. Current Fuel Price Comparisons (*Data Reported on 100LL.COM*)



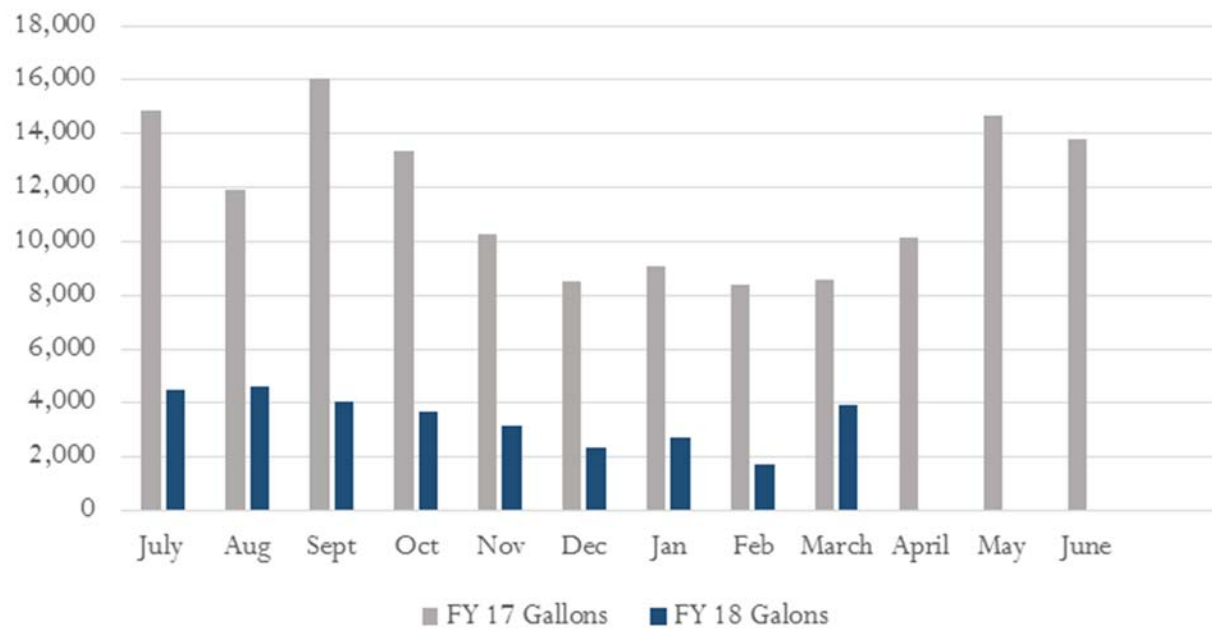
2. Shawnee Regional Airport Fuel Sales



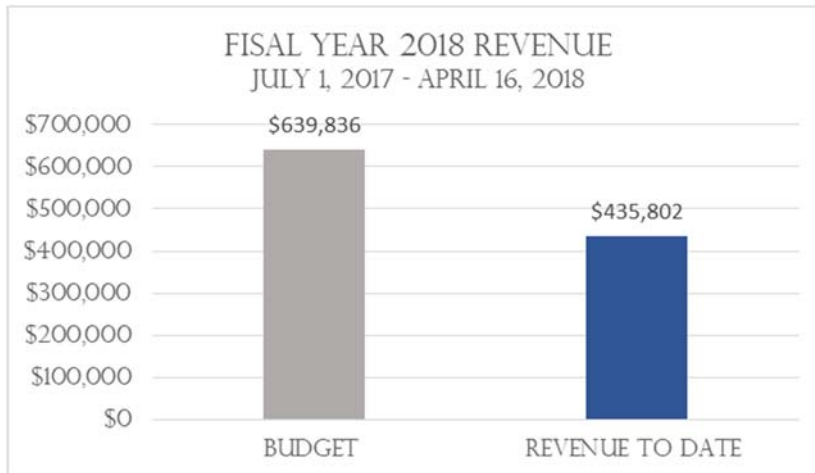
FY 2017 VS FY 2018 Monthly JET A Gallons Sold



FY 2017 VS FY 2018 Monthly 100LL - AVGAS Gallons Sold

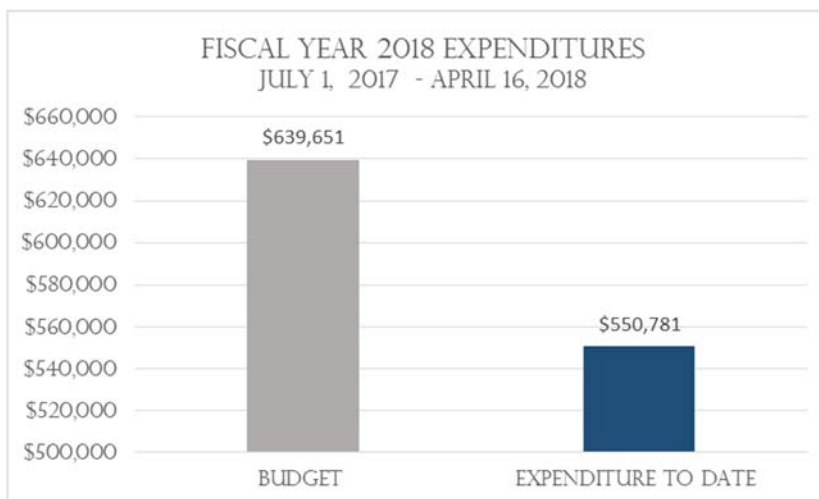


3. Revenues versus Expenditures – Fiscal Year at 83% Complete



Revenue Actual: 68% of Budget

Significant Variables: AIP Grant Revenue Reimbursement \$60,088



Expenses Actual: 87% of Budget

Significant Variables:

Building Repair and Maintenance	\$1,905
Equipment Repair and Maintenance	\$7,765
Repair and Maintenance Other	\$13,783
Auditing Services	\$2,260
Other Professional Services	\$505
Books and Subscriptions	\$678
Insurance	\$1,600
Event Purchase Expense	\$8,830
Miscellaneous Other	\$1,196

4. Aged Receivables Report

On Airport Tenants Over 60 Days - 0
 Over 90 Days - 0

5. Financial Statement as of April 16, 2018 – Attachment 1

6. Capital Outlay Budget Report – Attachment 2

7. Project Summary

- A. Fuel System Repair, Procedures Development and Staff Training
- B. Taxiway / T-Hangar Project Schedule Update

Memorandum seeking authorization to accept grant funds offered provided to the Shawnee Airport Authority – April 16, 2018

Memorandum seeking authorization to publish request for bids/invitation to bid provided to the Shawnee Airport Authority – April 16, 2018

8. Planned Activities

- A. North Airport Property – Title and deed confirmation; appraisal.
- B. Finalize FY 2019 Budget
- C. “Second-round” notice letters regarding existing lease requirements for T-and Bulk Hangar tenants.

Fully Compliant with Documentation:	8
Seeking Air Worthiness Only:	6
Seeking Insurance/Registration and Air Worthiness:	10
Seeking Lease/Insurance/Registration and Air Worthiness:	1

9. Upcoming Events

- A. April 19, 2018 6:00 PM CDT - The FAA Safety Team (FAASTeam)
“ADS-B Preparedness” Speaker: Michael Kussatz
- B. April 30-May 1, 2018: Oklahoma Airport Operators Association Meeting – Tulsa
- C. June 14-24, 2018 Civil Air Patrol Annual Flight Academy



To: Shawnee Regional Airport Advisory Board
Kevin Huddleston, Chairman
Will Smallwood, Vice Chairman
Barry Fogerty
Donald "Andy" Freeman
Bert Humphreys
John Klaser
James Smith

From: Bonnie A. Wilson, CM
Airport Manager

A handwritten signature in blue ink, appearing to read "Bonnie A. Wilson", is written over the printed name of the Airport Manager.

Date: April 18, 2018

Subject: Proposed Lease Agreement – AT&T

Summary

AT&T has requested the opportunity to enter into a long term lease agreement for the purpose of constructing and operating a cellular phone service tower on airport property, generally at the intersection of Airport Drive and Saratoga Road. The desired location is adjacent to property utilized by Vyve Broadband, under a lease agreement the Shawnee Regional Airport (SNL), for the purpose of housing and operating satellite dishes. A secondary location at the intersection of West Independence and North Kickapoo Street has been identified as an option but would require a change to the current zoning in this area and is therefore not preferred by AT&T. The specific locations and examples of the type of construction proposed are included as Attachment 1 to the memorandum.

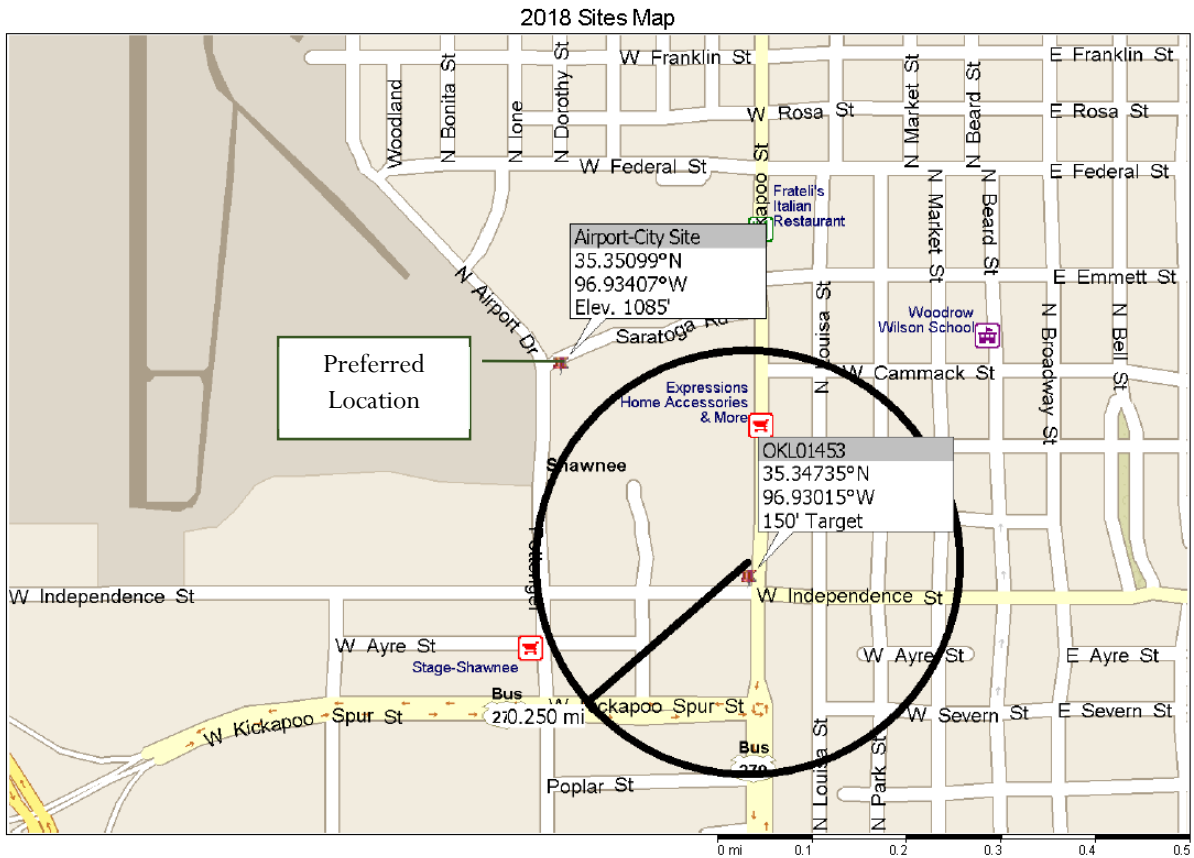
Recommendation

As the proposed lease area is outside of the approach path to and departure path from SNL, there is no specific concern for aviation safety associated with the location. The proposed construction and operation plan meets the standards for cellular towers established by the Code of Ordinances City of Shawnee Oklahoma Sec. 22-412. - Communication towers/cell phone towers, provided as Attachment 2, to this memorandum. The Ordinance will require AT&T to state why an existing water tower will not meet their needs which they are prepared to do. Staff is recommending: undertaking the steps necessary to determine Fair Market Value (FMV) for the property, per Federal Aviation Administration requirements, and negotiation of a lease agreement.

Action Requested

Authorize staff to engage a real estate assessor to determine current FMV for the property in question, and present a recommendation to the Shawnee Airport Authority to enter into a Lease Agreement between the City of Shawnee and AT&T at or above the rate established FMV with escalation clauses to ensure the rate per square foot reflects future FMV.

Attachment 1



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Attachment 1



Attachment 2

Code of Ordinances City of Shawnee Oklahoma

Sec. 22-412. - Communication towers/cell phone towers.

A radio, television or microwave communication tower, either commercial or amateur, as defined herein, is allowed within the city limits of the city pursuant to site restrictions, appropriate permitted use tables and the following conditions:

(1) *Definitions:*

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Guyed tower means a steel lattice supported by guy wires, so designed to support the tower which holds one or more antennas and related equipment for wireless communication.

Lattice tower means a steel lattice, self-supporting structure with no guy wire support, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.

Monopole means a self-supporting pole type structure with no guy wire support, tapering from base to top and so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.

(2) *Conditions for approval:*

- a. Maximum height of all towers shall not exceed 199 feet.
- b. All monopole towers shall maintain a setback 120 percent of the tower height from the property line. All sectional towers shall maintain a setback of 80 percent of the tower height from the property line.
- c. Any unmanned equipment building shall not contain more than 750 square feet of gross floor area and shall not be more than 12 feet in height.
- d. Satellite and microwave dishes attach to a monopole shall not exceed one meter in diameter or two meters in diameter if attached to a lattice tower.
- e. A sightproof fence not less than seven feet in height from finished grade shall be installed around a transmission tower or monopole and equipment building with access through a locked gate.
- f. No excess equipment or parts shall be stored within the site.
- g. . Lights for illumination shall be determined by the Federal Aviation Administration (FAA) and the city on all tower locations.
- h. No commercial advertising or signage shall be allowed on any tower.
- i. All towers shall meet the minimum construction and structural load standards specified in the adopted building code.
- j. All towers must setback its height distance from any structure that is being occupied.
- k. Monopole and lattice towers are allowed to affix themselves to existing city or private structures as long as they meet all other requirements. These towers are not to exceed 20 feet above the roof line of the existing structure. In no case shall the height of the tower be located to fall beyond the edge of the roof line.
- l. Any tower that is not operated for a continuous period of 12 months shall be considered abandoned and the owner of such antenna or tower shall remove same within 90 days of receipt of

Attachment 2

notice from the city notifying the owner of such abandonment. If not removed within 90 days, the city may remove said tower at owner's expense.

- m. A site plan shall be submitted which shows parking spaces and access easement to the property line/tower site.
- n. The application should look at co-location on an existing tower, and if not feasible, indicate why it is not feasible.
- o. Must show written approval from property owner as to placement of the tower.
- p. After installation of the tower, the owner must submit as-built plans to be kept on file
- q. The applicant must provide a certificate of design by the design engineer as to compliance with this code upon completion of the tower.
- r. As part of the approval process the owner must submit annually to the city inspection department an inspection report on each tower as to compliance with Federal Communications Commission (FCC) and FAA standards.
- s. An appeal to any interpretation of the ordinance codified in this article must be appealed to the board of adjustment.

(Code 2002, § 22-175.20; Ord. No. 2545NS, § 1(Exh. 1), 6-2-2014)