

AGENDA
SHAWNEE AIRPORT AUTHORITY
May 6, 2019 AT 3:00 P.M.
RESCHEDULED FROM MAY 6, 2019 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the April 15, 2019 regular meeting.
2. Confirm action taken by City Commission on Agenda Item No. 9 regarding the ordinance to amend portions of the Shawnee Municipal Code, Chapter 6 "Aviation".
3. New Business

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

Respectfully submitted

Lisa Lasyone, CMC, City Clerk

Shawnee Airport Authority

1.a.

Meeting Date: 05/06/2019

SAA Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the April 15, 2019 regular meeting.

Fiscal Impact

Attachments

SAA Minutes

THE TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, MONDAY, APRIL 15, 2019, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

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

- a. Minutes from the April 1, 2019 regular meeting.
- b. Authorize an annual adjustment in rental rates; and authorize execution of standard lease documents as necessary.
- c. Authorize staff to solicit bids for the leasing of the North Airport Property for the purpose of harvesting hay.

A motion was made by Trustee Gillham, seconded by Trustee Bolt, to approve Consent Agenda Item Nos. 1(a-c). Motion carried 7-0.

AYE: Gillham, Bolt, Harrod, Finley, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 2: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:42 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

Shawnee Airport Authority

2.

Meeting Date: 05/06/2019

Chapter 6 Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm action taken by City Commission on Agenda Item No. 9 regarding the ordinance to amend portions of the Shawnee Municipal Code, Chapter 6 "Aviation".

Fiscal Impact

Attachments

Chapter 6 Amendment



Date: May 6, 2019

To: Shawnee Airport Authority

The Honorable Richard Finley, Mayor
James Harrod, Vice Mayor
Ed Bolt, Commissioner
Ron Gillham, Commissioner
Darren Rutherford, Commissioner
Ben Salter, Commissioner
Mark Sehorn, Commissioner

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.

Subject: Discussion and Consideration of Proposed Amendments to Shawnee
Municipal Code Chapter 6 Aviation

Nature of Request:

The Federal Aviation Administration (FAA) advises airports to publish minimum standards governing the use of airport facilities, and to periodically review and update those standards. ¹

The Shawnee Regional Airport Advisory Board and staff reviewed and updated the airport's minimum standards and operating rules, provided for a public review and comment process, and now seek to amend the current Shawnee Municipal Code to reflect those amendments and incorporate the revised edition of the Minimum Standards.

The proposed changes to the Shawnee Municipal Code apply to: Chapter 6 – Aviation, Articles II and II, Sections Sec. 6-27. - Appointment; terms of office; Sec. 6-28. – Chairman; Sec. 6-29. – Meetings; Sec. 6-30. - Powers and duties; Sec. 6-57. – Definitions; Sec. 6-58. - Penalty for violation; Sec. 6-59. - Knowledge of rules implied. Sec. 6-60. -- Conflicts. in rules; Sec. 6-61. - Use restricted.

A copy of the current Shawnee Municipal Code, Chapter 6 "Aviation" demarked to reflect the proposed amendments is included as Attachment 1 to this memorandum.

A copy of the proposed Ordinance and Exhibit A, revised text of the Municipal Code, is provided as Attachment 2 to this memorandum.

¹ Federal Aviation Administration Advisory Circular No: 150/5190-7e

A copy of the revised Minimum Standards and Rules is provided for your information as Attachment 3 to this memorandum.

Staff Analysis and Considerations:

Recommended amendments to the Shawnee Municipal Code will resolve certain conflicts between the current language included in Chapter 6 – Aviation and the proposed revised *Minimum Standards and Requirements for Capital Development on Airport Property Commercial Aeronautical Services Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport* (Minimum Standards and Rules), and correct certain technical and editorial terms that are no longer accurate due to changes made via prior amendments to the Shawnee Municipal Code, and or Resolutions of the Shawnee Airport Authority.

Recommendations:

Adopt an ordinance providing for the amendment of the Shawnee Municipal Code, Chapter 6 “Aviation”; Providing for Repeal; Providing for Codification; Providing for Severability; and Setting the Effective Date.

Attachment 1
Recommended Amendments to Shawnee Municipal Code

Chapter 6 - AVIATION¹

Secs. 6-1—6-25. - Reserved.

ARTICLE II. - AIRPORT ADVISORY BOARD

Sec. 6-26. - Established; composition.

There is established an ~~airport~~Airport ~~advisory board~~Advisory Board consisting of seven members.

(Code 1986, § 6-16; Code 2002, § 6-26)

Sec. 6-27. - Appointment; terms of office.

The members of the ~~airport advisory board~~Airport Advisory Board shall be appointed by the ~~chairman~~Chairman of the Shawnee Airport Authority with the approval of the ~~†~~Trustees. The members shall be appointed for staggered terms of three years. Terms of office shall begin July 1 and end June 30 of the last year of appointment, provided members shall serve until their successors are appointed.

(Code 1986, § 6-17; Code 2002, § 6-27; Ord. No. 2511NS, § 1, 7-1-2013)

Sec. 6-28. - ~~Chairman~~Chairman.

The ~~airport~~Airport ~~advisory board~~Advisory Board shall elect one of its members as ~~chairman~~Chairman.

(Code 1986, § 6-18; Code 2002, § 6-28)

Sec. 6-29. - Meetings.

A meeting of the ~~airport~~Airport ~~advisory board~~Advisory Board shall be held no less often than quarterly in March, June, September and December at a time and place and on a date determined by the board. Special meetings may be held upon giving notice to all members and as required by the state open meeting law. A special meeting may be called by the ~~general manager~~Airport Manager of the Shawnee Airport Authority; the ~~chairman~~Chairman and ~~†~~Trustees of the Shawnee Airport Authority; or the ~~chairman~~Chairman or any two members of the ~~airport~~Airport ~~advisory board~~Advisory Board.

(Code 1986, § 6-18; Code 2002, § 6-29; Ord. No. 2511NS, § 2, 7-1-2013)

State Law reference— Open meetings, 25 O.S. § 301 et seq.

Sec. 6-30. - Powers and duties.

¹ State Law reference— Aircraft and airports, 3 O.S. § 61 et seq.; power to adopt, administer and enforce airport zoning regulations, 3 O.S. § 103; power of city to acquire, own and maintain airport, 11 O.S. § 22-104; lease by county to city for airport, 19 O.S. § 338.

The ~~airport~~Airport ~~advisory board~~Advisory Board shall have the power and duty to:

- (1) Investigate the present ~~airport~~ facilities of the ~~municipal-airport~~Airport, including the use, operation, equipping and management thereof.
- (2) Recommend to the ~~chairman~~Chairman and ~~t~~Trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the ~~municipal airport~~Airport that the ~~airport~~Airport ~~advisory board~~Advisory Board determines to be for the best interest of the ~~e~~City and its citizens.

(Code 1986, § 6-19; Ord. No. 2511NS, § 3, 7-1-2013)

Secs. 6-31—6-55. - Reserved.

ARTICLE III. - REGIONAL AIRPORT

Sec. 6-56. - Statutes adopted.

The provisions of 3 O.S. § 65.1, as amended, are adopted by reference in this article as if fully set forth.

(Code 2002, § 6-56)

Sec. 6-57. - Definitions.

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

- (a) Aeronautical Activity: Shall mean any activity which involves, makes possible or is required for the operations of aircraft whether or not conducted on or off Airport property which involves, makes possible or is required for the safety of such operations and shall include (but not by way of limitation) all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.
- (b) Airport: Shall mean the Shawnee Regional Airport ("SNL"), or future City-owned or operated airports, located on City, county or state lands and operated by the Trustees of the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma.

- (c) *Airport Layout Plan*: Means the currently approved scaled dimensional layout of the entire Airport properties indicating current and proposed usage for each identifiable segment as approved by the Shawnee Airport Authority and the Federal Aviation Administration and amended from time to time.
- (d) *Airport Manager*: Shall mean the manager of the airport(s) of the City of Shawnee, Oklahoma. If no Airport Manager is appointed, the City Manager shall be the Airport Manager.
- (e) *Airport Sponsor*: Shall mean the entity that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the Airport Improvement Program grant agreement and property conveyances.
- (f) *Amateur Built Aircraft*: Shall mean an aircraft the major portion of which has been fabricated and assembled by person(s) who undertook the construction project solely for their own education or recreation.
- (g) *City*: Shall mean the City of Shawnee, Oklahoma.
- (h) *City Commission*: Shall mean the duly elected City Commissioners of the City of Shawnee, Oklahoma.
- (i) *City Ordinances*: Shall mean the duly adopted and published code of ordinance of the City of Shawnee, Oklahoma.
- (j) *Commercial Aeronautical Services*: Shall mean the provision of services for compensation such as but not limited to: charter operations, pilot training, aircraft rental, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.
- (k) *Commercial Aeronautical Services Provider*: Shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial aeronautical services.
- (l) *Commercial Lease Agreement*: Shall mean a lease agreement designed for business purposes to support the provision of goods and services for compensation which may include obligations for repairs and construction of the premises to be leased.
- (m) *FAA*: Shall mean the United States Federal Aviation Administration.

- (n) Federal Regulations: Shall mean the published Code of Federal Regulations in effect in all respects.
- (o) Fixed-Base Operator (FBO): Shall mean an organization granted the right by an airport to operate at the airport and provide directly, or through third party service agreements, certain minimum commercial aeronautical services to include but not limited to fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, aircraft technical services; avionics repair and installation; reciprocating engine repair and overhaul; turbine engine hot section and overhaul; aircraft component and accessory overhaul; standalone flight schools; specialized vendors of pilots supplies; aircraft detailing and cleaning services; and aircraft in-flight catering services.
- (p) Independent Operator Agreement: Shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.
- (q) Independent Operator. Shall mean a commercial operator offering a single aeronautical service but without an established place of business on the Airport.
- (r) Independent Operations: Shall mean operations or activities permitted by an airport sponsor through an agreement that permits access to Independent Operators offering Commercial Aeronautical Services to owners of aircraft based on an airport.
- (s) Person: Shall mean any person, persons, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the Airport.
- (t) Master Plan: Shall mean a comprehensive study of an airport, usually describing the short-, medium-, and long-term development plans to meet future aviation demand.
- (u) Shawnee Airport Authority Minimum Standards and Requirements for Capital Development on Airport Property Commercial Aeronautical Services Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at The Shawnee Regional Airport "Minimum Standards and Rules": Shall mean the qualifications, standards and requirements to be met as a condition for the right to conduct an aeronautical or non-aeronautical activity on the Airport, as amended from time to time via resolution, by the Shawnee Airport Authority upon the recommendation of the Airport Advisory Board.
- (v) Non-Aeronautical Commercial Tenant: Shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial non-aeronautical services.

- (w) Non-Commercial Aeronautical Tenant: Shall mean any person, persons, firm, general or limited partnership, corporation, or trust leasing a facility or land at the Airport for the storage of aircraft and ancillary equipment for non-commercial aeronautical use.
- (x) OAC: Shall mean the Oklahoma Aeronautics Commission.
- (y) Shawnee Airport Authority: Shall mean a Trust to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate airports and air navigation facilities, either within or without the territorial boundaries of the City of Shawnee, Oklahoma, including the construction, installation, equipment, maintenance and operation at such airports of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, or for use by aviation authorities or agencies of the United States of America, the State of Oklahoma, municipal or other political subdivisions of government, or for other use that a municipality may undertake as to airports and the buildings and facilities thereof.
- (z) Shawnee Regional Airport Advisory Board. The Shawnee Regional Airport Advisory Board, is an advisory board established and authorized by City of Shawnee, Oklahoma, Ordinance, Chapter 6 – AVIATION, Section 6-26, with the power and duty to: investigate the present airport facilities of the Airport, including the use, operation, equipping and management thereof and recommend to the Chairman and Trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the Airport that the Board determines to be for the best interest of the City of Shawnee, Oklahoma and its citizens.
- (aa) Specialized Aviation Service Operations (SASO): Shall mean single-service providers or special fixed-base operators performing less than the full services required by a Fixed Base Operator agreement. SASO's include but are not limited to Commercial Aeronautical Services that provide aircraft technical services; avionics repair and installation; reciprocating engine repair and overhaul; turbine engine hot section and overhaul; aircraft component and accessory overhaul; standalone flight schools; specialized vendors of pilot supplies; aircraft detailing and cleaning services; and aircraft in-flight catering services.
- (bb) State Regulations: Shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.

~~Aeronautical activity means any activity which involves, makes possible or is required for the operation of aircraft or which contributes to or is required for the safety of such operations and includes, but not by way of limitation, all activities commonly conducted on airports, such as charter operations; pilot training; aircraft rental and sightseeing; aerial photography; crop dusting; flying clubs; aerial advertising and surveying; air carrier operations; aircraft sales and services; sale of aviation petroleum products, whether or not conducted in conjunction with other included activities; repair and maintenance of aircraft; sale of aircraft, parts; sale and maintenance of aircraft accessories; radio, communication and navigation equipment; and any other~~

~~activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.~~

~~Airport means the Shawnee Regional Airport located on city, county and state lands and operated by the city.~~

~~Airport advisory board means the city airport advisory board as duly constituted at any time.~~

~~City commission means the board of city commissioners of the City of Shawnee as duly elected and constituted at any time.~~

~~General manager means the general manager of the Shawnee Airport Authority or another person appointed by the chairman and trustees of the Shawnee Airport Authority.~~

~~Master plan or layout plan means the scaled dimensional layout of the entire airport property as originally prepared by Hudgins, Thompson and Ball under the date of April 10, 1973, indicating current and proposed usage for each identifiable segment as approved by the city commission and as amended from time to time.~~

~~Minimum standards means the qualifications established and as amended from time to time by the city commission upon recommendation of the airport advisory board, setting forth the minimum requirements to be met as a condition or the right to conduct an aeronautical activity on the airport.~~

~~Person means any person, firm, general or limited partnership, corporation, trust or association making application for leasing or using any land or facility at the airport.~~

~~Shawnee Airport Authority means the chairman and trustees of the public trust charged by the city commission with the operation of the airport.~~

(Code 1986, § 6-20; Code 2002, § 6-57; Ord. No. 2055NS, § 1, 5-20-2002; Ord. No. 2511NS, § 4, 7-1-2013)

Sec. 6-58. - Penalty for violation.

- (a) Any person operating or handling an aircraft or vehicle in violation of any of the [Minimum Standards and Rules](#) ~~rules in this article~~ or refusing to comply therewith may, at once, be ejected from the ~~airport~~[Airport](#) and for a period of time, not to exceed [fifteen \(15\) calendar](#) days by the ~~airport~~[Airport](#) ~~m~~Manager, and, upon hearing by the ~~city commission~~[City Commission](#), may be deprived of the further use of the ~~airport~~[Airport](#) and its facilities for such period of time as may appear necessary for the protection of life and property.
- (b) Any violation of this chapter shall be a misdemeanor punishable by fine in the amount provided in the city fine schedule. This section is cumulative of all other penalties for violation of federal, state and local laws, rules, regulations and ordinances.

(Code 1986, § 6-40; Code 2002, § 6-58; Ord. No. 1984NS, § 1, 10-16-2000; Ord. No. 2511NS, § 5, 7-1-2013)

Sec. 6-59. - Knowledge of rules implied.

- (a) Publication of this chapter as required by law is deemed to give all persons to have knowledge of its contents. The ~~airport~~[Airport](#) ~~m~~Manager is directed to have copies of this article, [and the Minimum](#)

Standards and Rules printed and posted where appropriate. Copies will be kept for review in the ~~airport~~Airport ~~m~~Manager's office, at the office of the ~~city clerk~~City Clerk and furnished to each owner or operator of an aircraft based on the airport at the time of leasing hangar or tie down space. Commercial Aeronautical Services Provider, Fixed-Base Operator, Independent Operator, Non-Aeronautical Commercial Tenant, Non-Commercial Aeronautical Tenant, or Specialized Aviation Service Operator at the time of execution of an agreement with the Shawnee Airport Authority.

- (b) Amendments to the Minimum Standards, and/or ~~G~~general rules applicable to the ~~airport~~Airport operation, aircraft operations and conduct of persons at the ~~airport~~Airport shall be adopted by resolution of the Shawnee Airport Authority upon the recommendation of the ~~airport~~Airport ~~advisory board~~Advisory Board. The resolution shall be available in the office of the ~~city clerk~~City Clerk and the ~~airport~~Airport ~~m~~Manager, and shall be given to all persons who have operations or lease space at the ~~airport~~Airport. Violation of the rules may result in the termination of leases, the prohibition from being upon the grounds of the ~~airport~~Airport, the loss of the opportunity to conduct any operations at the ~~airport~~Airport, or such other actions as the ~~airport~~Airport ~~advisory board~~Advisory Board or the Shawnee Airport Authority deems appropriate, in addition to any penalties imposed if such violations are also violations of law.

(Code 1986, § 6-38; Code 2002, § 6-59; Ord. No. 2511NS, §§ 6, 7, 7-1-2013)

Sec. 6-60. ~~—~~ Conflicts, ~~in rules.~~

If and where there is conflict in this article and ~~the~~ Federal Aviation ~~Rules (FAR)~~Regulations, the latter shall prevail.

(Code 1986, § 6-39; Code 2002, § 6-60)

Sec. 6-61. - Use restricted.

- (a) Commercial activities. No person, incorporated or otherwise, shall use the ~~airport~~Airport for any commercial activity, unless approved by the appropriate Commercial Lease Agreement, Independent Operator Agreement, permit, lease agreement or other form of written authorization provided for by the permission from the airport advisory board and city commission Shawnee Airport Authority.
- (b) Restricted areas. All areas of the Airport except those areas open to the public are Restricted Areas, and no person shall enter upon them without the prior permission of the Airport Manager Restricted areas include:
- (1) The Operations Area consisting of, but not limited to, ramp areas, hangar and T-hangar areas and aircraft parking and storage areas.
 - (2) Movement Area means, the runways, taxiways, and other areas of an Airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

- (3) Safety Area means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

~~The airport operations area consists of all runways, taxiways, aprons and other paved areas regularly used by aircraft. In addition, it consists of the safety areas, which is the turfed area adjacent to operational pavements within 500 feet of the runway centerline, 39.5 feet from a taxiway edge or apron edge, and extending 1,000 feet beyond the physical ends of the runway. The operations area also consists of, but is not limited to, landing areas, ramp areas, hangar and T-hangar areas and aircraft parking and storage areas.~~

- (4) ~~All areas of the airport except those areas open to the public are restricted, and no person shall enter upon the operations area without the prior permission of the airport manager.~~

The following are exempted from this restriction:

- a. Persons assigned to duty therein.
- b. Authorized representatives of the Federal Aviation Administration.
- c. Persons authorized by the ~~airport~~Airport mManager.
- d. Passengers under appropriate supervision entering the ramp areas for the purpose of enplaning or deplaning.
- e. Persons engaged or about to be engaged or having been engaged in the operation of any aircraft.
- f. Persons authorized under contractual agreements with the ~~city~~City.

- (c) Proper certification. No person not properly certified by the Federal Aviation Administration and no aircraft not similarly certified shall operate on or over the ~~airport~~Airport, provided that this restriction shall not apply to public aircraft belonging to the government of the United States or to a state, territory, possession or any political subdivision, nor to any aircraft of a foreign country operated under permission of the federal government.

- (d) Obligation and implied consent. The use of the ~~airport~~Airport or any of its facilities in any manner shall create the obligation and implied consent of the user to obey all of the ~~regulations~~provisions provided in this article.

- (e) Privilege to use ~~airport~~Airport. The privilege of using the ~~airport~~Airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof and he shall release, hold harmless and indemnify the ~~city~~City, its officers and employees from any liability or loss resulting from such use as well as against claims of third persons as against those of the person so using the ~~airport~~Airport. The exercise of the ~~Shawnee Regional Airport Rules and Regulations~~ privilege of use shall constitute an acknowledgment that the ~~city~~City of Shawnee and the Shawnee Airport Authority operate and maintain said ~~airport~~Airport in a governmental capacity.

(Code 1986, § 6-21; Code 2002, § 6-61; Ord. No. 1984NS, § 1, 10-16-2000; Ord. No. 2055NS, § 1, 5-20-2002)

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 6 “AVIATION”; PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND SETTING THE EFFECTIVE DATE.

WHEREAS, the Mayor and City Commissioners, in accordance with law, have determined that a review and recodification of the Shawnee Municipal Code of Ordinances should be conducted; and

WHEREAS, the Shawnee Municipal Code needs updates in order to comply with state and federal law and to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 6 OF THE SHAWNEE MUNICIPAL CODE, REGULATING “AVIATION”, BE AMENDED AS FOLLOWS:

CHAPTER 6 – AVIATION Secs. 6-1 – 6-61 be amended to reflect the revised language provided on Exhibit A.

REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

EFFECTIVE DATE. The provisions of this Ordinance shall become effective on July 1, 2019.

PASSED AND APPROVED this 6th day of May, 2019.

RICHARD FINLEY, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC CITY CLERK

Approved as to form and legality this 6th day of May, 2019.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Chapter 6 - AVIATION¹

Secs. 6-1—6-25. - Reserved.

ARTICLE II. - AIRPORT ADVISORY BOARD

Sec. 6-26. - Established; composition.

There is established an Airport Advisory Board consisting of seven members.

(Code 1986, § 6-16; Code 2002, § 6-26)

Sec. 6-27. - Appointment; terms of office.

The members of the Airport Advisory Board shall be appointed by the Chairman of the Shawnee Airport Authority with the approval of the Trustees. The members shall be appointed for staggered terms of three years. Terms of office shall begin July 1 and end June 30 of the last year of appointment, provided members shall serve until their successors are appointed.

(Code 1986, § 6-17 ; Code 2002, § 6-27 ; Ord. No. 2511 NS, § 1, 7-1-2013)

Sec. 6-28. - Chairman.

The Airport Advisory Board shall elect one of its members as Chairman.

(Code 1986, § 6-18; Code 2002, § 6-28)

Sec. 6-29. - Meetings.

A meeting of the Airport Advisory Board shall be held no less often than quarterly in March, June, September and December at a time and place and on a date determined by the board. Special meetings may be held upon giving notice to all members and as required by the state open meeting law. A special meeting may be called by the Airport Manager of the Shawnee Airport Authority; the Chairman and Trustees of the Shawnee Airport Authority; or the Chairman or any two members of the Airport Advisory Board.

(Code 1986, § 6-18 ; Code 2002, § 6-29 ; Ord. No. 2511 NS, § 2, 7-1-2013)

State Law reference— Open meetings, 25 O.S. § 301 et seq.

Sec. 6-30. - Powers and duties.

The Airport Advisory Board shall have the power and duty to:

- (1) Investigate the present facilities of the Airport, including the use, operation, equipping and management thereof.

¹ State Law reference— Aircraft and airports, 3 O.S. § 61 et seq.; power to adopt, administer and enforce airport zoning regulations, 3 O.S. § 103; power of city to acquire, own and maintain airport, 11 O.S. § 22-104; lease by county to city for airport, 19 O.S. § 338.

- (2) Recommend to the Chairman and Trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the Airport that the Airport Advisory Board determines to be for the best interest of the City and its citizens.

(Code 1986, § 6-19; Ord. No. 2511 NS, § 3, 7-1-2013)

Secs. 6-31—6-55. - Reserved.

ARTICLE III. - REGIONAL AIRPORT

Sec. 6-56. - Statutes adopted.

The provisions of 3 O.S. § 65.1, as amended, are adopted by reference in this article as if fully set forth.

(Code 2002, § 6-56)

Sec. 6-57. - Definitions.

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

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- (b) *Airport*: Shall mean the Shawnee Regional Airport (“SNL”), or future City-owned or operated airports, located on City, county or state lands and operated by the Trustees of the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma.
- (c) *Airport Layout Plan*: Means the currently approved scaled dimensional layout of the entire Airport properties indicating current and proposed usage for each identifiable segment as approved by

the Shawnee Airport Authority and the Federal Aviation Administration and amended from time to time.

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- (e) *Airport Sponsor*: Shall mean the entity that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the Airport Improvement Program grant agreement and property conveyances.
- (f) *Amateur Built Aircraft*: Shall mean an aircraft the major portion of which has been fabricated and assembled by person(s) who undertook the construction project solely for their own education or recreation.
- (g) *City*: Shall mean the City of Shawnee, Oklahoma.
- (h) *City Commission*: Shall mean the duly elected City Commissioners of the City of Shawnee, Oklahoma.
- (i) *City Ordinances*: Shall mean the duly adopted and published code of ordinance of the City of Shawnee, Oklahoma.
- (j) *Commercial Aeronautical Services*: Shall mean the provision of services for compensation such as but not limited to: charter operations, pilot training, aircraft rental, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.
- (k) *Commercial Aeronautical Services Provider*: Shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial aeronautical services.
- (l) *Commercial Lease Agreement*: Shall mean a lease agreement designed for business purposes to support the provision of goods and services for compensation which may include obligations for repairs and construction of the premises to be leased.
- (m) *FAA*: Shall mean the United States Federal Aviation Administration.
- (n) *Federal Regulations*: Shall mean the published Code of Federal Regulations in effect in all respects.

- (o) *Fixed-Base Operator (FBO)*: Shall mean an organization granted the right by an airport to operate at the airport and provide directly, or through third party service agreements, certain minimum commercial aeronautical services to include but not limited to fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction. aircraft technical services; avionics repair and installation; reciprocating engine repair and overhaul; turbine engine hot section and overhaul; aircraft component and accessory overhaul; standalone flight schools; specialized vendors of pilots supplies; aircraft detailing and cleaning services; and aircraft in-flight catering services.
- (p) *Independent Operator Agreement*: Shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.
- (q) *Independent Operator*. Shall mean a commercial operator offering a single aeronautical service but without an established place of business on the Airport.
- (r) *Independent Operations*: Shall mean operations or activities permitted by an airport sponsor through an agreement that permits access to Independent Operators offering Commercial Aeronautical Services to owners of aircraft based on an airport.
- (s) *Person*: Shall mean any person, persons, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the Airport.
- (t) *Master Plan*: Shall mean a comprehensive study of an airport, usually describing the short-, medium-, and long-term development plans to meet future aviation demand.
- (u) *Shawnee Airport Authority Minimum Standards and Requirements for Capital Development on Airport Property Commercial Aeronautical Services Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at The Shawnee Regional Airport "Minimum Standards and Rules"*: Shall mean the qualifications, standards and requirements to be met as a condition for the right to conduct an aeronautical or non-aeronautical activity on the Airport, as amended from time to time via resolution, by the Shawnee Airport Authority upon the recommendation of the Airport Advisory Board.
- (v) *Non-Aeronautical Commercial Tenant*: Shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial non-aeronautical services.

- (w) *Non-Commercial Aeronautical Tenant*: Shall mean any person, persons, firm, general or limited partnership, corporation, or trust leasing a facility or land at the Airport for the storage of aircraft and ancillary equipment for non-commercial aeronautical use.
- (x) *OAC*: Shall mean the Oklahoma Aeronautics Commission.
- (y) *Shawnee Airport Authority*: Shall mean a Trust to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate airports and air navigation facilities, either within or without the territorial boundaries of the City of Shawnee, Oklahoma, including the construction, installation, equipment, maintenance and operation at such airports of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, or for use by aviation authorities or agencies of the United States of America, the State of Oklahoma, municipal or other political subdivisions of government, or for other use that a municipality may undertake as to airports and the buildings and facilities thereof.
- (z) *Shawnee Regional Airport Advisory Board*. The Shawnee Regional Airport Advisory Board, is an advisory board established and authorized by City of Shawnee, Oklahoma, Ordinance, Chapter 6 – AVIATION, Section 6-26, with the power and duty to: investigate the present airport facilities of the Airport, including the use, operation, equipping and management thereof and recommend to the Chairman and Trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the Airport that the Board determines to be for the best interest of the City of Shawnee, Oklahoma and its citizens.
- (aa) *Specialized Aviation Service Operations (SASO)*: Shall mean single-service providers or special fixed-base operators performing less than the full services required by a Fixed Base Operator agreement. SASO's include but are not limited to Commercial Aeronautical Services that provide aircraft technical services; avionics repair and installation; reciprocating engine repair and overhaul; turbine engine hot section and overhaul; aircraft component and accessory overhaul; standalone flight schools; specialized vendors of pilot supplies; aircraft detailing and cleaning services; and aircraft in-flight catering services.
- (bb) *State Regulations*: Shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.

(Code 1986, § 6-20; Code 2002, § 6-57; Ord. No. 2055 NS, § 1, 5-20-2002; Ord. No. 2511 NS, § 4, 7-1-2013)

Sec. 6-58. - Penalty for violation.

- (a) Any person operating or handling an aircraft or vehicle in violation of any of the Minimum Standards and Rules or refusing to comply therewith may, at once, be ejected from the Airport and for a period of time, not to exceed fifteen (15) calendar days by the Airport Manager, and, upon hearing by the City Commission, may be deprived of the further use of the Airport and its facilities for such period of time as may appear necessary for the protection of life and property.
- (b) Any violation of this chapter shall be a misdemeanor punishable by fine in the amount provided in the city fine schedule. This section is cumulative of all other penalties for violation of federal, state and local laws, rules, regulations and ordinances.

(Code 1986, § 6-40; Code 2002, § 6-58; Ord. No. 1984 NS, § 1, 10-16-2000; Ord. No. 2511 NS, § 5, 7-1-2013)

Sec. 6-59. - Knowledge of rules implied.

- (a) Publication of this chapter as required by law is deemed to give all persons to have knowledge of its contents. The Airport Manager is directed to have copies of this article, and the Minimum Standards and Rules printed and posted where appropriate. Copies will be kept for review in the Airport Manager's office, at the office of the City Clerk and furnished to each Commercial Aeronautical Services Provider, Fixed-Base Operator, Independent Operator, Non-Aeronautical Commercial Tenant, Non-Commercial Aeronautical Tenant, or Specialized Aviation Service Operator at the time of execution of an agreement with the Shawnee Airport Authority.
- (b) Amendments to the Minimum Standards, and/or general rules applicable to the Airport operation, aircraft operations and conduct of persons at the Airport shall be adopted by resolution of the Shawnee Airport Authority upon the recommendation of the Airport Advisory Board. The resolution shall be available in the office of the City Clerk and the Airport Manager, and shall be given to all persons who have operations or lease space at the Airport. Violation of the rules may result in the termination of leases, the prohibition from being upon the grounds of the Airport, the loss of the opportunity to conduct any operations at the Airport, or such other actions as the Airport Advisory Board or the Shawnee Airport Authority deems appropriate, in addition to any penalties imposed if such violations are also violations of law.

(Code 1986, § 6-38 ; Code 2002, § 6-59 ; Ord. No. 2511 NS, §§ 6, 7, 7-1-2013)

Sec. 6-60. – Conflicts.

If and where there is conflict in this article and Federal Aviation Regulations, the latter shall prevail.

(Code 1986, § 6-39; Code 2002, § 6-60)

Sec. 6-61. - Use restricted.

- (a) Commercial activities. No person, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by the appropriate Commercial Lease Agreement, Independent Operator Agreement, or other form of written authorization provided for by the Shawnee Airport Authority.

- (b) Restricted areas. All areas of the Airport except those areas open to the public are Restricted Areas, and no person shall enter upon them without the prior permission of the Airport Manager. Restricted areas include:
- (1) The Operations Area consisting of, but not limited to, ramp areas, hangar and T-hangar areas and aircraft parking and storage areas.
 - (2) Movement Area means, the runways, taxiways, and other areas of an Airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
 - (3) Safety Area means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.
 - (4) . The following are exempted from this restriction:
 - a. Persons assigned to duty therein.
 - b. Authorized representatives of the Federal Aviation Administration.
 - c. Persons authorized by the Airport Manager.
 - d. Passengers under appropriate supervision entering the ramp areas for the purpose of enplaning or deplaning.
 - e. Persons engaged or about to be engaged or having been engaged in the operation of any aircraft.
 - f. Persons authorized under contractual agreements with the City.
- (c) Proper certification. No person not properly certified by the Federal Aviation Administration and no aircraft not similarly certified shall operate on or over the Airport, provided that this restriction shall not apply to public aircraft belonging to the government of the United States or to a state, territory, possession or any political subdivision, nor to any aircraft of a foreign country operated under permission of the federal government.
- (d) Obligation and implied consent. The use of the Airport or any of its facilities in any manner shall create the obligation and implied consent of the user to obey all of the provisions provided in this article.
- (e) Privilege to use Airport. The privilege of using the Airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof and he shall release, hold harmless and indemnify the City, its officers and employees from any liability or loss resulting from such use as well as against claims of third persons as against those of the person so using the Airport. The exercise of the privilege of use shall constitute an acknowledgment that the City of Shawnee and the Shawnee Airport Authority operate and maintain said Airport in a governmental capacity.

(Code 1986, § 6-21; Code 2002, § 6-61; Ord. No. 1984 NS, § 1, 10-16-2000; Ord. No. 2055 NS, § 1, 5-20-2002)

SHAWNEE AIRPORT AUTHORITY
MINIMUM STANDARDS AND REQUIREMENTS FOR
CAPITAL DEVELOPMENT ON AIRPORT PROPERTY
COMMERCIAL AERONAUTICAL SERVICES
COMMERCIAL NON-AERONAUTICAL SERVICES
AND
NON-COMMERCIAL AERONAUTICAL ACTIVITIES
AT THE SHAWNEE REGIONAL AIRPORT

WHEREAS, Minimum Standards and Requirements for Capital Development on Shawnee Regional Airport Property, Commercial Aeronautical Services Commercial Non-Aeronautical Services and Non-Commercial Aeronautical Activities at the Shawnee Regional Airport (“Minimum Standards and Rules”) applicable to the development, operation and management of the Airport, aircraft operation, and conduct of persons at the regional Airport are to be set by the Shawnee Airport Authority upon the recommendation of the Airport Advisory Board; and

WHEREAS, the Airport Advisory Board has found that changes in the Minimum Standards and Rules are necessary to provide for safe and efficient operation of the Airport; and

WHEREAS, the Airport Advisory Board has recommended the following changes;

NOW THEREFORE, be it resolved by the Chairman and Trustees of the Shawnee Airport Authority, that the following be adopted amending and replacing all prior editions of the Minimum Standards and Requirements for Commercial Aeronautical Services and Non-Commercial Aeronautical Tenant Activities and Rules and Regulations for the Operation of Shawnee Regional Airport.

1. STATEMENT OF POLICY. A fair and reasonable opportunity, without discrimination, shall be afforded to all applicants to qualify, and compete for the right to develop airport property, provide selected Commercial Aeronautical and Non-Aeronautical Commercial Services and/or lease property, subject to the Minimum Standards and Rules as established by the Shawnee Airport Authority and set forth for Commercial Aeronautical Services, Non-Aeronautical Commercial and Non-Commercial Aeronautical Tenant activities at the Shawnee Regional Airport.
 - 1.1. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum". All Commercial Aeronautical Services

Providers and/or Commercial Non-Aeronautical Service Providers ("Service Provider(s)"), developers and individual Non-Commercial Aeronautical Tenants ("Tenant(s)") leasing land or facilities at the Shawnee Regional Airport will be encouraged to exceed the "minimum"; none will be allowed to operate under conditions below the "minimum".

- 1.2. Contingent upon qualification, meeting the established Minimum Standards and Rules, the execution of a written agreement with the Shawnee Airport Authority and payment of the prescribed rentals, fees and charges, a developer, Service Provider or a Tenant shall have the right and privilege of engaging in and conducting the activity or activities selected by it on the Shawnee Regional Airport as specified by the agreement. The granting of such right and privilege, however, shall not be construed in any manner as affording the developer, Service Provider or Tenant any exclusive right of use of the premises and facilities of the Shawnee Regional Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement.
 - 1.3. The Shawnee Airport Authority and the City of Shawnee, Oklahoma reserve and retain the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, Minimum Standards and Rules and other regulatory measure pertaining to such use.
 - 1.4. The Shawnee Airport Authority and the City of Shawnee, Oklahoma further reserve the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical and non-aeronautical services or activities may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purposes, consistent with the orderly and safe operation of the Shawnee Regional Airport.
2. INTRODUCTION. The Shawnee Airport Authority is responsible for the administration of the Shawnee Regional Airport, in order to foster, encourage and ensure the economic growth and orderly development of airport property, general aviation and related aeronautical activities at the Shawnee Regional Airport. The Shawnee Airport Authority has established certain standards and requirements for developers, Service Providers and Tenants at the airport; as herein provided.
- 2.1. The following sections set forth the Minimum Standards and Rules for a person or persons, partnership, company, trust or corporation providing and engaging in one or more development opportunities, Commercial Aeronautical Services, Non-Aeronautical Services, and or Tenant activities at the Shawnee Regional Airport. The Minimum Standards and Rules are not intended to be all-inclusive, as the developer, Service Provider or Tenant, operating at, and/or based at the Shawnee Regional Airport will be

subject additionally to the applicable federal, state and local laws, codes ordinances and other similar regulatory measures, including City Ordinance Chapter 6 – Aviation, Article III. Regional Airport, pertaining to all such aviation-related activities.

- 2.2. A written agreement, properly executed by the Shawnee Airport Authority and the Service Provider or Tenant, is a prerequisite to the commencement of any of the commercial aeronautical service herein contained, or tenancy on the Shawnee Regional Airport.

2.2.1. The agreement provisions, however, will be compatible with the standards herein contained and will not change or modify the Minimum Standards and Rules themselves.

2.2.2. These Minimum Standards and Rules shall be included as part of all written agreements between the Shawnee Airport Authority and or the City of Shawnee, Oklahoma and any Service Provider or Tenant desiring to provide services at or be based on the Shawnee Regional Airport.

2.2.3. These Minimum Standards and Rules may be revised, as conditions require. The right shall be reserved by the Shawnee Airport Authority to modify or add to these Minimum Standards and Rules so that any leases, contracts or agreements entered into with applicants shall be terminated or canceled in the event of failure to comply with any modification or amendments to these Minimum Standards and Requirements after notices thereof shall have been given.

3. DEFINITIONS. The following terms have the following meanings (terms defined in the singular shall have the same meaning when used in the plural and vice versa) where used in the Minimum Standards and Requirement.

- 3.1. *Aeronautical Activity:* Shall mean any activity which involves, makes possible or is required for the operations of aircraft whether or not conducted on or off Airport property which involves, makes possible or is required for the safety of such operations and shall include (but not by way of limitation) all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and

navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

- 3.2. *Airport*: Shall mean the Shawnee Regional Airport (“SNL”), or future City-owned or operated airports, located on City, county or state lands and operated by the City of Shawnee, Oklahoma.
- 3.3. *Airport Layout Plan*: Means the currently approved scaled dimensional layout of the entire airport properties indicating current and proposed usage for each identifiable segment as approved by the Shawnee Airport Authority and the Federal Aviation Administration and amended from time to time.
- 3.4. *Airport Manager*: Shall mean the manager of the airport(s) of the City of Shawnee, Oklahoma. If no Airport Manager is appointed, the City Manager shall be the Airport Manager.
- 3.5. *Airport Sponsor*: Shall mean the entity that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the Airport Improvement Program grant agreement and property conveyances.
- 3.6. *Amateur Built Aircraft*: Shall mean an aircraft the major portion of which has been fabricated and assembled by person(s) who undertook the construction project solely for their own education or recreation.
- 3.7. *City*: Shall mean the City of Shawnee, Oklahoma.
- 3.8. *City Commission*: Shall mean the duly elected City Commissioners of the City of Shawnee, Oklahoma.
- 3.9. *City Ordinances*: Shall mean the duly adopted and published code of ordinance of the City of Shawnee, Oklahoma.
- 3.10. *Commercial Aeronautical Services*: Shall mean the provision of services for compensation such as but not limited to: charter operations, pilot training, aircraft rental, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

- 3.11. *Commercial Aeronautical Services Provider*: Shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial aeronautical services.
- 3.12. *Commercial Lease Agreement*: Shall mean a lease agreement designed for business purposes to support the provision of goods and services for compensation which may include obligations for repairs and construction of the premises to be leased.
- 3.13. *FAA*: Shall mean the United States Federal Aviation Administration.
- 3.14. *Federal Regulations*: Shall mean the published Code of Federal Regulations in effect in all respects.
- 3.15. *Fixed-Base Operator (FBO)*: Shall mean an organization granted the right by an airport to operate at the airport and provide directly, or through third party service agreements, certain minimum commercial aeronautical services to include but not limited to fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction. aircraft technical services; avionics repair and installation; reciprocating engine repair and overhaul; turbine engine hot section and overhaul; aircraft component and accessory overhaul; standalone flight schools; specialized vendors of pilots supplies; aircraft detailing and cleaning services; and aircraft in-flight catering services.
- 3.16. *Independent Operator Agreement*: Shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.
- 3.17. *Independent Operator*. Shall mean A commercial operator offering a single aeronautical service but without an established place of business on the airport.
- 3.18. *Independent Operations*: Shall mean operations or activities permitted by an airport sponsor through an agreement that permits access to Independent Operators offering Commercial Aeronautical Services to owners of aircraft based on an airport.
- 3.19. *Master Plan*: Shall mean a comprehensive study of an airport, usually describing the short, medium, and long-term development plans to meet future aviation demand.
- 3.20. *Minimum Standards and Rules*: Shall mean the qualifications established herein, as amended from time to time by the Shawnee Airport Authority upon the recommendation of the Airport Advisory Board, setting forth the minimum standards and requirements to be met as a condition for the right to conduct an aeronautical or non-aeronautical activity on the airport.

- 3.21. *Non-Aeronautical Commercial Tenant*: Shall mean a person or persons, partnership, company, trust or corporation providing and engaging in one or more commercial non-aeronautical services.
- 3.22. *Non-Commercial Aeronautical Tenant*: Shall mean any person, persons, firm, general or limited partnership, corporation, or trust leasing a facility or land at the airport for the storage of aircraft and ancillary equipment for non-commercial aeronautical use.
- 3.23. *OAC*: Shall mean the Oklahoma Aeronautics Commission.
- 3.24. *Person*: Shall mean any person, persons, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the airport.
- 3.25. *Shawnee Airport Authority*: Shall mean a Trust to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate and regulate airports and air navigation facilities, either within or without the territorial boundaries of the City of Shawnee, Oklahoma, including the construction, installation, equipment, maintenance and operation at such airports of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, or for use by aviation authorities or agencies of the United States of America, the State of Oklahoma, municipal or other political subdivisions of government, or for other use that a municipality may undertake as to airports and the buildings and facilities thereof.
- 3.26. *Shawnee Regional Airport Advisory Board*. The Shawnee Regional Airport Advisory Board, is an advisory board established and authorized by City of Shawnee, Oklahoma, Ordinance, Chapter 6 – AVIATION, Section 6-26, with the power and duty to: investigate the present airport facilities of the municipal airport, including the use, operation, equipping and management thereof and recommend to the chairman and trustees of the Shawnee Airport Authority any changes or alterations in the use, operation, equipping and management of the municipal airport that the Board determines to be for the best interest of the City of Shawnee, Oklahoma and its citizens.
- 3.27. *Specialized Aviation Service Operations (SASO)*: Shall mean single-service providers or special fixed-base operators performing less than the full services required by a Fixed Base Operator agreement. SASO's include but are not limited to Commercial Aeronautical Services that provide aircraft technical services; avionics repair and installation; reciprocating engine repair and overhaul; turbine engine hot section and overhaul; aircraft component and accessory overhaul; standalone flight schools; specialized vendors of pilot supplies; aircraft detailing and cleaning services; and aircraft in-flight catering services.

- 3.28. *State Regulations*: Shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.
4. CAPITAL DEVELOPMENT-GENERAL. Airport property may be leased for the purpose of capital development both on-airport and on off-airport land owned by the Shawnee Regional Airport.
- 4.1. New Construction - General. All plans and specifications for proposed new construction or requests to undertake alterations to lease property shall be submitted to the Airport Advisory Board, in writing, for the purposes of reviewing the proposed plans as to architectural conformity (e.g. design, materials, landscaping), location of building lines, proper clearances, and other specifications that may apply, prior to construction.
- 4.1.1. All capital construction plans and specifications must meet the regulations and standards of the City of Shawnee, Oklahoma, Planning Office, and as applicable the Federal Aviation Administration, as issued from time to time.
- 4.1.2. All proposed structures must comply with City of Shawnee, Oklahoma, building codes, airport zoning and land use ordinances, and applicable city, state and federal regulations.
- 4.1.3. Construction of new utility services, including those constructed by the utility companies, will be underground.
- 4.2. New Construction/Development – On Airport. Development on-airport shall be within the building area or other portions of the airport identified for the construction of hangars, buildings, lean-tos, aprons, taxiways and auto parking lots in accordance with the approved airport Master Plan and Airport Layout Plan.
- 4.2.1. Aeronautical Activities shall have priority in all on-airport leasing projects.
- 4.3. Capital Development Minimum Terms and Conditions.
- 4.3.1. Land leases for the purpose of capital development may not exceed forty (40) calendar years.
- 4.3.2. Building improvements shall occupy at least six percent (6%) of the gross area leased, and building improvements and paved parking areas together shall occupy at least forty (40%) of the gross area leased.
- 4.3.3. Agreements must contain a schedule for construction, a clause requiring construction once commenced be diligently prosecuted to completion, and

a clause requiring the lessee to repair or restore any adjacent property impacted by construction activities.

- 4.3.4. Leases must include clauses requiring lease holders to undertake certain minimum capital improvements at set intervals and continual maintenance activities to ensure facilities retain value throughout the lease term.
- 4.3.5. Leases must include a reversion clause whereby facilities constructed by third parties, or third parties in partnership with Shawnee Regional Airport, become the exclusive property of Shawnee Regional Airport on a specified future date, to be determined based on the level of initial and continuing investment.
- 4.3.6. Rental rates shall be established and/or adjusted by the Airport Advisory Board and the Shawnee Airport Authority in accordance with current governing policy.

- 5. CAPITAL DEVELOPMENT PROPOSALS. Written proposals for capital development leases, both on and off airport, must include a comprehensive business plan describing the proposed use of the facility, estimated costs of operation, estimated revenue to the Commercial Services Provider and the Airport, market analysis, sources of labor and direct employment impacts, and a financial statement describing the source of funds for construction, and continued operations and maintenance.

- 5.1. Specific information required as part of the submittal includes but is not limited to:
 - 5.1.1. The legal name and address of the applicant organization or individual applicant.
 - 5.1.2. The amount of land proposed for lease, and the size and type of building or facilities proposed for construction.
 - 5.1.3. The proposed date for commencement and completion of construction and the commencement of the proposed commercial activity.
 - 5.1.4. The estimated cost of the facility or structures to be constructed, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.
 - 5.1.5. The names and the qualifications of the key personnel to be involved in conducting any proposed aeronautical and or non-aeronautical commercial

activities on the lease hold, including any licenses or permit required to provide said services.

- 5.1.6. The financial responsibility and ability of the applicant and operator to carry out the activities proposed.

6. CAPITAL DEVELOPMENT PROPOSALS NOTICE AND HEARING.

- 6.1. Proposals for capital development must be submitted to the Shawnee Airport Advisory Board thirty days prior to the next scheduled meeting of that Board.
- 6.2. All other persons then conducting commercial services who in the opinion of the Airport Advisory Board would be directly affected by the granting of the application in question, will also be notified of the submission of the proposal and the time and place of the Airport Advisory Board meeting scheduled to convene to consider the same.
- 6.3. Upon the consideration of the proposal, the Airport Advisory Board shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not approval of such proposal should be recommended to the Shawnee Airport Authority for approval in whole or in part, and if so, upon what terms and conditions.
 - 6.3.1. Upon receipt of written recommendation of the Airport Advisory Board, the Shawnee Airport Authority shall include the proposal upon the agenda of the next regular meeting of the Shawnee Airport Authority and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify or reject such proposal and the associated lease agreement or contract.

7. COMMERCIAL SERVICE AGREEMENTS.

- 7.1. New Agreements and Amendments to Existing Agreements. Aeronautical or non-aeronautical commercial service providers desiring to initiate an agreement, amend any currently approved commercial services, discontinue approved services, or transfer the ownership or operation of an existing commercial service, conducted on land leased to the provider by the Shawnee Regional Airport shall first apply in writing to the Airport Advisory Board for permission to do so, setting forth in detail the reasons and conditions for the request.
 - 7.1.1. The Airport Advisory Board shall then recommend approval or denial of the request to the Shawnee Airport Authority on such terms and conditions as the Airport Advisory Board deems to be prudent and proper under the circumstances.

- 7.1.2. All other persons then providing commercial services who in the opinion of the Airport Advisory Board would be directly affected by the granting of the application in question, will also be notified of the submission of the proposal and the time and place of the Airport Advisory Board meeting scheduled to convene to consider the same.
- 7.1.3. Upon the consideration of the proposal, the Airport Advisory Board shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not approval of such proposal should be recommended to the Shawnee Airport Authority for approval in whole or in part, and if so, upon what terms and conditions.
- 7.1.4. Upon receipt of written recommendation of the Airport Advisory Board, the Shawnee Airport Authority shall include the proposal upon the agenda of the next regular meeting of the Shawnee Airport Authority and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify or reject such proposal and the associated lease agreement or contract.

7.2. Commercial Service Lease Agreements - Minimum Terms and Conditions.

- 7.2.1. Commercial Service Lease agreements with Commercial Aeronautical and Commercial Non-Aeronautical Services Providers for facilities owned by the Shawnee Regional Airport may not exceed five (5) years with renewal options, at the discretion of the Shawnee Airport Authority not to exceed twenty (20) additional years for a cumulative term of twenty-five (25) years in total.
- 7.2.2. Leases shall, at the discretion of the Airport Advisory Board, be subject to review and reevaluation at the end of each five (5) year period, using the then established rental rate procedure.
- 7.2.3. No Commercial Aeronautical and or Commercial Non-Aeronautical Services Providers shall engage in any business or activity on Shawnee Regional Airport property other than that authorized by the Commercial Service Lease Agreements.
- 7.2.4. Lessees will, at all times during the continuance of the term of the lease and any renewal or extension thereof: conduct, operate and maintain for the benefit of the public, the services provided for and described therein, and provide all parts and services as defined and set forth, and will make all such

services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all times charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered.

7.2.5. Notwithstanding anything contained in a lease agreement that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Shawnee Airport Authority reserves the right to grant similar privileges to other Commercial Aeronautical and or Commercial Non-Aeronautical Services Providers.

7.2.6. The following specific provisions shall be included in Commercial Leases agreements:

7.2.6.1. The incorporation of the Minimum Standards and Rules by reference.

7.2.6.2. A requirement that there be original and continued compliance with Minimum Standards and Rules required for each particular activity approved.

7.2.6.3. That the right shall be reserved in the Shawnee Airport Authority to modify or add to the Minimum Standards and Rules and that any lease, contract or agreement entered into with applicant shall be terminated or canceled in the event of failure to comply with any modification or amendments to the Minimum Standards and Rules after notice thereof shall have been given.

7.2.6.4. A requirement for the Service Provider to furnish insurance of the type and in the amounts required from time to time by the Shawnee Airport Authority, to protect and hold the Shawnee Airport Authority and the City of Shawnee, Oklahoma harmless from any liability in connection with commercial activities.

8. COMMERCIAL LEASE AGREEMENT RATES.

8.1. For an initial lease of airport property upon which to conduct commercial activity, the lease rate will be established in accordance with Federal Aviation Administration Airport

Compliance Manual and the FAA Rates and Charges Policy as may be amended from time to time, utilizing the following methods for the various types of property:

8.1.1. The rental rate per-square-foot-per-month for Aeronautical Use property may be set at Fair Market Value as established by market survey conducted by a third-party commercial real estate assessor; or, as applicable, a survey of airports in the service area as recommended by the Airport Advisory Board and approved by the Shawnee Airport Authority.

8.1.1.1. Under all circumstances, the fee per square foot for Aeronautical Use property must equal the cost of services provided by the Airport to include maintenance of facilities and adjacent areas.

8.1.2. For the initial lease of airport property upon which to conduct Commercial Non-Aeronautical Activity, the lease rate will be fair market value on a square-foot-per-month basis, as established by a third-party commercial real estate assessor.

8.2. Once established, lease rates will be adjusted annually at the commencement of the City of Shawnee, Oklahoma, Fiscal Year, based on the inflation rate for the prior calendar year established by the national Consumer Price Index.

9. COMMERCIAL AERONAUTICAL SERVICES STANDARDS.

9.1. General. Every applicant seeking to provide Commercial Aeronautical Services on the Airport under the terms and conditions of a Commercial Lease, or as an Independent Operator providing services under the terms and condition of an Independent Operator Agreement, shall satisfy the Shawnee Airport Advisory Board, that he or she meets the following requirements:

9.1.1. The applicant has a history of management and personnel ability in conducting the same or similar or comparable type of service or activity in good workman like manner.

9.1.2. The applicant has the financial responsibility and ability to provide facilities and/or services proposed.

9.1.3. The applicant has or can reasonably secure necessary licenses and/or certificates from the FAA or other applicable authority where the same are required for the activities proposed.

- 9.1.4. That the applicant has or can furnish indemnity insurance in the amounts required by the Shawnee Airport Authority from time to time to protect and hold the Shawnee Airport Authority and the City of Shawnee, Oklahoma harmless from any liability in connection with the conduct of the activities proposed.
- 9.1.5. The applicant's proposed rates or charges for any and all activities and services shall be reasonable and be equally and fairly applied to all users of the services.
- 9.1.6. The applicant shall be a financially sound business enterprise, with manned and equipped facilities, who observes specifically required business hours in accordance with the terms and conditions of a Commercial Lease or Independent Operator Agreement.
- 9.1.7. The applicant shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
- 9.1.8. The applicant shall abide by and comply with all state, county and city laws and ordinances, the Minimum Standards and Rules of the Airport, and state and federal regulations.

9.2. Aircraft Engine, Airframe and Accessory Maintenance.

- 9.2.1. All Commercial Aeronautical Service Providers operating aircraft engine, airframe and accessory maintenance facilities providing maintenance services as defined by 14 CFR Appendix A to Part 43, Major Alterations, Major Repairs, and Preventive Maintenance to the public for hire shall provide:
 - 9.2.1.1. In case of airframe or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
 - 9.2.1.2. Suitable inside and outside storage space for aircraft awaiting repair or maintenance or delivery after repairs or alterations.
 - 9.2.1.3. Adequate shop space to house the equipment and adequate equipment and machine tools to perform the services described

in the approved Commercial Lease Agreement, and/or advertised as available to the public.

- 9.2.1.4. At least one FAA certified airframe and power plant mechanic available during eight hours of the day, five days per week.
- 9.2.1.5. Facilities for washing and cleaning aircraft if such activity is authorized by a Commercial Lease, or an Independent Operator Agreement.

9.2.2. Independent Operators shall provide or procure:

- 9.2.2.1. At least one FAA certified airframe and power plant mechanic available during eight hours of the day, five days per week.
- 9.2.2.2. Adequate facilities for storing, parking, and servicing its aircraft or satisfactory arrangements with other operators authorized by the Shawnee Airport Authority to provide such services on the Airport.

9.3. Aircraft Rental and Sales. Commercial Aeronautical Service Providers or Independent Operators conducting aircraft rental and sales activity shall provide or procure:

- 9.3.1. Suitable space for consummating rental agreements and/or sales, and the keeping of the proper records in connection therewith.
- 9.3.2. Hangar storage space for at least one aircraft to be used for rental and/or sales.
- 9.3.3. For rental, airworthy aircraft suitably maintained and certified.
- 9.3.4. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft and at least one demonstrator model of such aircraft, or satisfactory arrangements with other Commercial Aeronautical Service Provider authorized by the Shawnee Airport Authority on the Airport for such service.
- 9.3.5. At least during eight (8) hours of the working day, a properly certificated pilot capable of checking out rental aircraft and/or demonstrating aircraft for sale.

- 9.3.6. The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models for rent and/or sale.
- 9.3.7. Current up-to-date specifications and price lists for types of models of aircraft for rent and/or sale.
- 9.3.8. Proper check lists and operating manuals for all aircraft offered for rent, and parts catalogs and service manuals on aircraft for sale.
- 9.4. Flight Training. All applicants desiring to conduct flight training on or at the Airport shall be a full or part-time instructor working as an employee of a Commercial Aeronautical Services Provider with an active Commercial Lease Agreement with the Shawnee Airport Authority; or may work individually as an Independent Operator operating under an active Independent Operator Agreement with the Shawnee Airport Authority to provide specific services under the terms and conditions of a said agreements to include but not limited to:
 - 9.4.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.4.2. At least during eight (8) hours of the working day, one properly certificated flight instructor for single-engine land airplanes.
 - 9.4.3. At least one dual equipped single engine land aircraft, properly equipped and maintained for flight instruction, and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
 - 9.4.4. Space appropriate for the purpose of providing instruction, assessment and testing for the rating instruction advertised.
 - 9.4.5. Properly certified ground school instructor, providing scheduled ground school instructions sufficient to enable students to pass the FAA written examination for the rating instruction advertised.
 - 9.4.6. Continuing ability to meet certification requirements for the FAA for the flight training proposed and shall comply with all requirements of either 14 CFR part 141, or 14 CFR Part 61 as may be required to give flight instruction of the kind advertised.

- 9.4.7. Adequate facilities for storing, parking, servicing and repairing all its aircraft or satisfactory arrangements with other operators authorized by the Shawnee Airport Authority to provide such services on the Airport.
- 9.4.8. Means and methods to ensure that all aircraft engaged in a flight training program will continue to meet all FAA maintenance requirements for commercial operations.
- 9.5. Crop Dusting and Spraying. All applicants desiring to conduct crop dusting or spraying of agricultural chemicals operations on or at the Airport shall be required to satisfy the Airport Advisory Board that:
 - 9.5.1. Suitable arrangements have been provided for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
 - 9.5.2. The operator shall have available properly certificated crew/aircraft suitably equipped for the agricultural operation undertaken.
 - 9.5.3. The operator shall make suitable arrangements for servicing, repairing, storing and parking its aircraft with adequate safeguards against spillage on runways and taxiways or pollution or disbursal of chemicals by wind to other operational areas on the Airport.
- 9.6. Skydiving. All applicants desiring to conduct skydiving services and or skydiving training on or at the Airport shall be a full or part-time instructor working as an employee of a Commercial Aeronautical Services Provider with an active Commercial Lease Agreement with the Shawnee Airport Authority to provide specific services under the terms and conditions of a said agreements to include but not limited to:
 - 9.6.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.6.2. At least one (1) properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.6.3. At least one (1) land aircraft, properly equipped and maintained for skydiving activities, and such additional types of aircraft as may be required to provide services of the kind advertised.

- 9.6.4. Space appropriate for the purpose of providing instruction, assessment and training for the services advertised.
- 9.6.5. Written materials and audio-visual aids necessary to provide instructions.
- 9.6.6. Adequate facilities for storing, parking, and servicing its aircraft or satisfactory arrangements with other operators authorized by the Shawnee Airport Authority to provide such services on the Airport.
- 9.6.7. Independent Operators shall provide or procure:
 - 9.6.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.6.7.2. At least one (1) properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.6.7.3. Adequate facilities for storing, parking, and servicing its aircraft or satisfactory arrangements with other operators authorized by the Shawnee Airport Authority to provide such services on the Airport.

- 9.7. Combination of Activities. Any applicant seeking to conduct a combination of the specific activities listed above shall not be required to duplicate the requirements of the individual activities, but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted, the one (1) facility shall be sufficient to meet both requirements.

10. COMMERCIAL SERVICE FEES.

- 10.1. Each Commercial Services Provider seeking to conduct commercial activities on the Airport shall be
 - 10.1.1. A leaseholder in good standing, authorized to conduct activities and / or provide commercial services to the public under the terms and conditions of a Commercial Lease Agreement with the Shawnee Airport Authority; or
 - 10.1.2. Be an Independent Operator operating under an active Independent Operator Agreement with the Shawnee Airport Authority to provide specific services under the terms and conditions of an Independent Operator Agreement to include but not be limited to payment of a fixed

percentage of gross sales generated by activities on Airport as established by the Airport Advisory Board, and the Shawnee Airport Authority from time to time.

- 10.2. Fuel Flowage Fees. Third-party commercial fuel dispensing activities must be authorized by the Shawnee Airport Authority under the terms and conditions of a Commercial Lease Agreement to include but not limited to the assessment of a fuel flowage fee rate.

10.2.1. Private fuel dispensing is not authorized.

10.2.2. Nothing in this paragraph is intended to restrict, constrain or otherwise impact fueling activities undertaken as part of governmental sponsored emergency response.

11. NON-COMMERCIAL AIRCRAFT STORAGE LEASE AGREEMENTS. Long term Tie-Down space, storage space within Bulk Hangars, and T-Hangars owned and managed by the Shawnee Regional Airport is for the storage of airworthy aircraft and ancillary aircraft equipment only, excepting T-Hangar leases specifically approved for the purpose of initial construction of a “kit” or “home built ” aircraft.

- 11.1. Terms of Leases. Tie-Down space, storage space within Bulk Hangars, and T-Hangars space may be rented to private individuals, companies or corporations. Tie-Down space may be rented on a monthly basis. Bulk Hangar and T-Hangar lease terms will be leased for no more than one (1) calendar year, with an annual renewal option held by the Shawnee Airport Authority.

- 11.2. Rental Fees. Rental fees for long term tie-down and hangar spaces, are subject to annual adjustment as recommended by the Shawnee Airport Advisory Board and affirmed by the Shawnee Airport Authority. The rate of increase is determined by the rate of inflation for the prior calendar year as established by the Consumer Price Index for all goods and services. Increases will be applied in accordance with the established percentage differentials for each type of rental space as further described below.

11.2.1. The then current rate for Standard, one-thousand square foot (1,000 SQFT), T-hangars serves as the basis for establishing rates on a per square foot for hangaring and other aircraft storage agreements.

11.2.2. Standard Long-Term Tie-Down Spaces of one-thousand feet (1,000 SQFT) will be leased at the rate of fifty percent (50%) of the current per square foot rate for a Standard T- Hangar.

- 11.2.3. Large Long-Term Tie-Down Spaces of one-thousand-five-hundred square feet (1,500 SQFT), will be leased at the rate of seventy-five percent (75%) of the current per square foot rate for a Standard T- Hangar.
- 11.2.4. Standard Bulk Hangar Space of one-thousand square feet (1,000 SQFT) will be leased at eighty-five percent (85%) of the current per square foot rate for Standard T- Hangars.
- 11.2.5. Large Bulk Hangar Spaces, of one-thousand five-hundred square feet (1,500 SQFT), will be leased at the rate of 115% of the current rate for Standard T-Hangars.
- 11.2.6. Extended Bulk Hangar Spaces, of two-thousand square feet (2,000 SQFT) square feet will be leased at the rate of 120% of the current rate for Standard T- Hangars.
- 11.3. Insurance Requirements. Non-Commercial Aircraft Storage Lease Agreements will include a requirement for the procurement and maintenance of a policy of liability insurance insuring the Shawnee Airport Authority 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 set by the Shawnee Airport Authority from time to time.
 - 11.3.1. Said policy shall indemnify and hold harmless the Shawnee Airport Authority 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.
 - 11.3.2. Said policy shall be endorsed that the Shawnee Airport Authority is an additional insured on said policy.
 - 11.3.3. Said policy shall also provide that in the event of cancellation, the insurance company shall give the Shawnee Airport Authority at least ten (10) business days written notice of intent to cancel.
- 11.4. Maintenance and Use of Leased Facilities.
 - 11.4.1. General maintenance of the hangars and tie-down spaces will be provided by the Shawnee Airport Authority at the discretion of the Airport Manager.
 - 11.4.2. Tenants will be liable for all damages to the hangar, normal wear and use being excepted.

- 11.4.3. Tenants shall not make any alterations, installations, attachments, or make any improvements to the hangar, except as authorized by the Shawnee Regional Airport Manager.
- 11.4.4. Leases may not be assigned or sublet to third parties for any purpose without the express written permission of the Shawnee Regional Airport Manager.
- 11.4.5. With the exception of a lease specifically offered to allow for the construction of an amateur built aircraft, tie-downs and hangar spaces will be leased storage of not more than one (1) airworthy aircraft at a time, and its ancillary equipment.
- 11.4.6. Any maintenance performed on the Lessee's aircraft must not hinder the airworthiness of the aircraft for more than sixty (60) calendar days. Additional time will not be unreasonably withheld, upon proof of scope and timing of repairs.
 - 11.4.6.1. If repairs are expected to exceed one-hundred-eighty (180) calendar days, the approval of the Airport Advisory Board will be required.
- 11.5. Ownership, Airworthiness and Registration of Aircraft. Aircraft stored at the Shawnee Regional Airport under the terms of a non-commercial lease agreement must be registered with the Airport Manager.
 - 11.5.1. Evidence of airworthiness in the form of an annual certification from a party authorized to provide such certification by the FAA must be provided on request.
 - 11.5.2. Aircraft must be registered with the Federal Aviation Administration. Such registration documentation must show the lease holder as the owner of the aircraft with the following exceptions:
 - 11.5.2.1. The aircraft is registered to a commercial entity and the lease holder is either an officer, managing member or other responsible party representing the commercial entity, or an employee of the commercial entity utilizing the aircraft as a means to fulfill employment responsibilities.
 - 11.5.2.2. The aircraft is registered to an entity offering the aircraft for lease, the non-commercial hangar lease holder is listed as an

active lessee of a specific aircraft, and all other requirements regarding airworthiness, and insurance are met.

11.5.2.3. The aircraft is unable to be registered until such time as the construction of the aircraft is complete.

11.5.3. In the event that a tenant disposes of or transfers title to the aircraft being stored at the Shawnee Regional Airport, the tenant may retain lease to hangar space for a period of ninety (90) calendar days to allow sufficient opportunity to acquire another aircraft.

11.5.3.1. Tenants must notify the Shawnee Regional Airport Manager immediately upon such transfer of title or the disposing of such aircraft.

11.6. Compliance with Minimum Standards and Rules. The following specific provisions shall be included in all Non-Commercial Aircraft Storage Lease Agreements.

11.6.1. The incorporation of the Minimum Standards and Rules by reference.

11.6.2. A requirement that there be original and continued compliance with Minimum Standards and Rules required for each particular activity approved.

11.6.3. That the right shall be reserved in the Shawnee Airport Authority to modify or add to the Minimum Standards and Rules and that any lease, contract or agreement entered into with applicant shall be terminated or canceled in the event of failure to comply with any modification or amendments to the Minimum Standards and Rules after notice thereof shall have been given.

12. GENERAL OPERATING PROCEDURES AND RULES – AIRFIELD AND AVIATION SUPPORT FACILITIES. The following operating procedures rules are applicable to the airport operation, aircraft operation and conduct of persons at the Shawnee Regional Airport:

12.1. Designated Representative. The Airport Manager shall be the Shawnee Airport Authority's designated representative to manage the operation of the Airport and enforce the Minimum Standards and Rules.

12.1.1. The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.

- 12.2. Public Use. The Airport shall be open for public use subject to certain restrictions, which may be necessary due to inclement weather, the conditions of the landing area, the presentation of special events and like causes as may be determined by the Shawnee Airport Authority and subject to such fees and charges as may be established without discrimination for each class of user.
- 12.3. Injury to Persons. Persons entering upon airport grounds do so at their own risk and with no liability incurring to the Shawnee Airport Authority, the City of Shawnee Oklahoma its officers or employees for any damage to persons or property. Further, any person desiring to use the Airport shall observe and obey all valid laws, resolutions, orders, rules and regulations promulgated and enforced by the Shawnee Airport Authority, the City of Shawnee Oklahoma or by any other authority having jurisdiction over the conduct and operation of the airport.
- 12.4. Emergency Procedures. In case of accident, it shall be reported to the Fire Department via telephone by dialing “911” and to the Airport Manager. No unauthorized personnel shall go to the scene of an accident except to render aid in the absence of authorized personnel. The Airport Emergency Contingency Plan shall be adhered to under this subsection.
- 12.5. Accidents. All accidents, regardless of the extent or nature of damage, involving aircraft based on this field or accidents occurring on this field shall be reported immediately via telephone, and within twenty-four (24) hours in writing, to the office of the Airport Manager and any other regulatory body requiring such notification.
- 12.6. Damage to Airport. Any person and the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of the Minimum Standards or Rules or through vandalism or any act of negligence, shall be liable therefor in and to the Shawnee Airport Authority and the City of Shawnee Oklahoma.
- 12.7. Damage to Airport Property. Any person damaging any airport property by operation of an aircraft or otherwise shall immediately report such damage to the Airport Manager. A person causing damage to airport property, as a result of negligent operation of an aircraft or willful acts, will be liable for replacement or repair costs.
- 12.8. Licensed Pilots. Only properly registered aircraft and persons holding current airman and medical certificates issued by the Federal Aviation Administration shall be authorized to operate aircraft upon the Airport except as may otherwise be specifically provided in these Minimum Standards and Rules.

- 12.8.1. This limitation shall not apply to students in training under licensed instructors or to public aircraft of the federal government or of a state, territory, or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.
 - 12.8.1.1. This limitation shall not apply to single seat ultralight aircraft that meet the requirements for 49 CFR Part 103 ultralight aircraft operations.
- 12.8.2. This limitation shall not apply to single seat ultralight aircraft that meet the requirements for 49 CFR Part 103 ultralight aircraft operations.
- 12.9. Aircraft Registration. Every registered owner or operator of an aircraft based at the Airport shall register at the office of the Airport Manager or designated representative, per the provisions of numerical paragraph 11.5. Ownership, Airworthiness and Registration of Aircraft, of these Minimum Standards and Rules.
- 12.10. Non-airworthy aircraft. Wrecks, "junkers," or parts thereof shall not be parked on the Airport or in hangars. Otherwise airworthy aircraft awaiting scheduled repairs by a licensed airframe and power plant mechanic, may not be stored in hangars longer than sixty (60) calendar days or parked out of doors longer than thirty (30) calendar days.
 - 12.10.1. Aircraft that have been designated for "salvage" in writing, by either an insurance carrier, or the current registered owner may be stored for a limited time at the discretion of the airport manager following provision of the written statement of condition.
- 12.11. Ground Traffic. All vehicular traffic, including taxiing aircraft shall be confined to avenues of passage designated and provided for that purpose.
 - 12.11.1. Ground vehicles shall be equipped with either an amber rotating beacon or commercial hazard lights which must be illuminated when operating on aircraft parking ramps, taxilanes, taxiways, and runways.
 - 12.11.2. Ground vehicles shall not be operated at a speed in excess of twenty-five (25) miles per hour with the following exceptions:
 - 12.11.2.1. Authorized vehicles operated for the purpose of conducting an inspection of landing surfaces and taxiing surfaces.

- 12.11.2.2. Authorized vehicles responding to emergency events, and or air safety incidents.
- 12.12. Aerobatic Flying. Aerobatic flying by any person flying over any portion of the City of Shawnee Oklahoma is prohibited without a Certificate of Waiver or Authorization, FAA Form 7711-2, issued after proper application and approval, for the purpose of providing temporary relief from certain designated Federal Aviation Administration regulations.
- 12.13. Dropping of Objects. No person in any aircraft shall cause or permit to be thrown out, discharged, or dropped within the City of Shawnee Oklahoma any object or thing, except loose water, loose sand ballast, or when absolutely essential to the safety of the occupants of the aircraft, except during an aeronautical exhibition, advertisement, or safety exercise with the express prior written permission of the Airport Manager.
- 12.14. Advertising from Aircraft. No person shall make an exhibition flight by carrying banners on, distributing circulars from, or advertising matter from, or operating loud-speaking devices from, any aircraft flying within the city limits of the City of Shawnee without first obtaining a permit from the Airport Manager.
- 12.14.1. Such permit will not be granted if, in the opinion of the Shawnee Airport Authority and or the City Commission, the proposed operation will endanger persons or property or cause discomfort of annoyance to the public or in any case unless the aircraft and the person operating it are properly licensed by the Federal Aviation Administration.
- 12.15. Ultra-Light Aircraft. Use of the Airport by ultra-light vehicles shall be subject to approval by the Airport Manager and shall be in accordance with Federal Aviation Regulations Part 103 and any other rules set by the Shawnee Airport Authority.
- 12.15.1. Approval for operation of ultra-light aircraft will be granted under the following conditions:
- 12.15.1.1. Evidence of a Sport Pilot Certificate or higher, as required by FAA for the operation of a "two seat ultra-light"; and
- 12.15.1.2. 12.15.1.2 in the case of a single seat ultra-light evidence of functioning aircraft to aircraft/aircraft to ground radio communications equipment.
- 12.16. Small Unmanned Aircraft Systems. Use of the Airport by small unmanned aircraft systems shall be subject to approval by the Airport Manager and shall be in accordance

with Federal Aviation Regulations Part 107 and any other rules set by the Shawnee Airport Authority.

- 12.17. Firearms. Weapons. The carriage and use of weapons on the Airport are governed by the Ordinances of the City of Shawnee and statutes of the State of Oklahoma regarding the carriage, use, transport and sale of weapons.
- 12.18. Intoxicants and Narcotics Prohibited. No person shall drink any alcoholic beverages upon any portion of the Airport open to the public, except in such restaurant or other place as shall be properly designated and licensed for dispensing of alcoholic beverages. No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon or over the Airport; provided, however, such prohibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.
- 12.19. Permission to Fuel. No aviation fuels shall be brought on the Airport for use or for sale without the express permission of the Airport Manager.
- 12.19.1. This permission shall be granted in a written document providing for safety in storage and handling and the payment of a flowage fee as established in these Minimum Standards and Rules.
- 12.19.2. All aviation fuels used in aircraft shall be stored in compliance with Federal Aviation Administration guidelines and City of Shawnee Fire Department regulations.
- 12.20. Photography. With the exception of commercial aeronautical service providers operating under a current, valid Commercial Service Lease Agreement, an Independent Operator Agreement with the Shawnee Airport Authority or duly accredited representatives of the news media shall take still, motion, or sound pictures of activities on the airport for commercial purposes without permission from the Airport Manager.
- 12.21. Model Aircraft, Drones, and Kite Flying, etc. No person may operate model aircraft, unmanned aircraft, kites, etc., within the Airport without permission from the Airport Manager.
- 12.22. Abandoned Property; Lost Articles. No person shall abandon any property on the Airport. Any person finding lost articles in the public areas shall deposit or report them to the Airport Manager.

- 12.23. Disposal of Refuse. No person shall place, dispose of or deposit in any manner trash, garbage, or refuse in or upon the Airport property except at such places and under such conditions as the Airport Manager may from time to time prescribe.
- 12.24. Unauthorized Signs and Structures. No signs or non-aeronautical equipment or portable buildings and house trailers may be erected, moved in or installed on the Airport property except as may be specifically authorized by the Airport Manager.
- 12.25. Lien for Charges. To enforce the payment of any charge made for repairs, improvements, storage or care of any personal property made or furnished by the Shawnee Airport Authority, the City of Shawnee Oklahoma or its agents, in connection with the operation of the Airport, the Shawnee Airport Authority shall have a lien upon such personal property, which shall be enforceable as provided by law.
- 12.25.1. Lien Possessory Right. To enforce the payment of any such charge made pursuant to a lease agreement or contract with the Shawnee Airport Authority or the City of Shawnee, the Airport Manager may retain possession of such personal property until all reasonable, customary and usual compensation shall have been paid in full.
- 12.26. Surreptitious Activities. Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, City of Shawnee Police, Pottawatomie County Sheriff's Office, officers of the Oklahoma Department of Public Safety or other peace officer with jurisdiction.
13. PENALTY FOR VIOLATION OF RULES AND REGULATIONS.
- 13.1. Violation of the rules may result in the termination of leases, the prohibition from being upon the grounds of the Airport, the loss of the opportunity to conduct any operations at the Airport, or such other action as the Shawnee Airport Authority deems appropriate, in addition to any penalties imposed if such violations are also violations of law.

Adopted this _____ day of _____, 2019.

THE HONORABLE
RICHARD FINLEY

MAYOR
CITY OF SHAWNEE, OKLAHOMA

CHAIRMAN
SHAWNEE AIRPORT AUTHORITY

ATTEST
(SEAL)

LISA LASYONE, CMC
CITY CLERK
CITY OF SHAWNEE, OKLAHOMA