

SPECIAL CALL

AGENDA AIRPORT ADVISORY BOARD AUGUST 16, 2023 AT 5:30 PM RECREATION CENTER 401 NORTH BELL - CRAFTS ROOM #1 SHAWNEE, OK 74804

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF QUORUM

1. Discussion and Consideration of Proposal to Update Spill Prevention Control and Countermeasure (SPCC) Plan - Terracon Consultants, Inc.
2. Overview of Grant Funded Capital Construction Projects - Fiscal Year 2024
3. Legislative Update
4. Staff Reports
 - a. Fuel Price Comparisons
 - b. Fuel Sales Report
 - c. Budget Summary Report
5. Board Comments
6. Adjournment

Respectfully submitted,

Bonnie Wilson, CM, Secretary

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-

Bonnie Wilson, CM, Secretary

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: August 16, 2023
To: Airport Advisory Board
From: Bonnie Wilson
Subject: Discussion and Consideration of Proposal to Update Spill Prevention Control and Countermeasure (SPCC) Plan - Terracon Consultants, Inc.

Background: US Environmental Protection Agency regulations require the Shawnee Regional Airport to maintain a Spill Prevention Control and Countermeasure (SPCC) plan. The SPCC must be reviewed, updated, and sealed by a registered professional engineer at least once every five years. The current SPCC plan expires in December 2023.

Staff requested a proposal from Terracon Consultants, Inc., to provide an update to the current plan. A copy of the proposal received is attached.

Financial Impact: Funds to address Terracon Consulting, Inc.'s proposed fees of \$2,500 have been allocated in the Fiscal 2024 budget. 511-0120-53190 Other Professional Services.

Attachments: Proposal - SPCC Update, Shawnee Regional Airport

Staff Recommendation: Authorize staff to make a recommendation to Shawnee Airport Authority to authorize execution of an agreement with Terracon Consulting, Inc. to update the current SPCC plan.



9522 E 47th Place, Unit D
Tulsa, Oklahoma 74145
P (918) 250-0461
F (918) 250-4570
Terracon.com

February 3, 2023

Shawnee Regional Airport
2202 Airport Drive
Shawnee, OK 74804

Attn: Ms. Bonnie Wilson, Airport Manager
bonnie.wilson@shawneeok.org

Re: Spill Prevention Control and Countermeasure Plan Update
Shawnee Regional Airport
2202 Airport Drive
Shawnee, OK 74804
Terracon Proposal No. P04237024

Dear Ms. Wilson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Shawnee Regional Airport to provide an update to the existing Spill Prevention, Control, and Countermeasure (SPCC) Plan for the above-referenced facility. Terracon's scope of services, including schedule and compensation, are provided in the following sections.

1.0 PROJECT INFORMATION

The property is a regional airport which stores Jet A and 100LL fuel required to support airport operations. This facility has an existing SPCC plan, which Shawnee Regional Airport desires to have updated. Shawnee Regional Airport is located at 2202 Airport Drive in Shawnee, Oklahoma.

An SPCC Plan is required by Title 40 of the Code of Federal Regulations, Part 112 (40 CFR 112) for a facility with combined aboveground oil storage equal to or greater than 1,320 gallons. An SPCC Plan is also required under 40 CFR 112 when combined underground oil storage is equal to or greater than 42,000 gallons and only where such tanks are not already regulated by a United States Environmental Protection Agency (EPA) approved state underground storage tank program.

2.0 COMMITMENT TO SAFETY

Terracon is committed to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free®* safety culture, Terracon will develop a safety plan to be used by our

SPCC Plan Services

Shawnee Regional Airport ■ Shawnee, Oklahoma
February 3, 2023 ■ Terracon Proposal No. P04237024



personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety issues related to this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots.

3.0 SCOPE OF SERVICES

Terracon will update the existing SPCC plan for the Shawnee Regional Airport. The updated SPCC plan will describe the facility's conformance with 40 CFR 112, including the following.

- Regulated oil storage and handling activities at the site, including tanks, loading/unloading, drum storage, oil-filled transformers, etc.;
- Reportable quantity spills during the previous 5-year period, corrective action taken, and measures for preventing recurrence;
- Direction, rate of flow, and total quantity of oil which could be discharged from the facility as a result of each major type of release or failure (such as tank overflow, rupture, or leakage);
- Containment and/or diversionary structures or equipment to prevent discharged oil from reaching a navigable water course (such as dikes, berms or retaining walls sufficiently impervious to contain spilled oil);
- Schedule for installation or implementation of additional controls or best management practices (BMPs) to meet requirements of 40 CFR 112, if needed;
- Spill response and/or spill contingency measures which meet provisions of 40 CFR 109, including management's written commitment of manpower, equipment and materials required to expeditiously control and remove any harmful quantity of oil discharged;
- Evaluation and completion of the Certification of the Applicability of Substantial Harm criteria checklist;
- Personnel training, inspection, security, and records maintenance provisions, and blank inspection form templates;
- Development of a site drainage map, plus a site vicinity topographic map showing the facility in relation to surrounding area, nearby sensitive receptors, and the nearest receiving water.

As required by 40 CFR 112, the SPCC Plan will also be reviewed and stamped by a Professional Engineer (P.E.).

SPCC Plan Services

Shawnee Regional Airport ■ Shawnee, Oklahoma
February 3, 2023 ■ Terracon Proposal No. P04237024



Schedule

Services will be initiated upon receipt of a signed Agreement for Services (attached). A facility visit will be scheduled in coordination with Shawnee Regional Airport. A draft of the updated SPCC plan will be submitted within approximately four weeks of the facility site visit, assuming timely submittal of requested documentation by Shawnee Regional Airport. The final updated SPCC plan for the facility will be submitted within one week of receipt of Shawnee Regional Airport comments on the draft SPCC plan. In order to comply with the proposed schedule, Shawnee Regional Airport will provide Terracon with the following information prior to or during Terracon's site visit, as applicable and available.

- A facility map or site diagram (to scale) including but not limited to locations of facility equipment, tanks, aboveground and underground piping, unloading and loading areas;
- Capacities, dimensions, and construction material of on-site oil storage containers;
- Capacities, dimensions, and construction material of on-site containment and/or wash pits;
- Size and construction material for aboveground and underground piping;
- Date of installation for underground piping;
- Dimensions of secondary containment areas;
- Capacities of transport vehicles and descriptions of unloading/loading operations;
- Detailed description of on-site operations;
- Process flow diagram for facility operations;
- Documentation of employee training, site inspections, and tank integrity;
- Information pertaining to any previous spill events;
- Names, titles, and telephone numbers of personnel who will be responsible for spill response and periodic inspections of tanks and other oil storage areas;
- Copies of manufacturer specification drawings, data sheets and other related documents for overfill alarms, control systems or other control devices on tanks;
- A list of spill response equipment kept at the site and locations.

This list is not all-inclusive. Terracon may request additional information based on facility conditions in order to complete this scope of services.

SPCC Plan Services

Shawnee Regional Airport ■ Shawnee, Oklahoma
February 3, 2023 ■ Terracon Proposal No. P04237024



Services Not Included

Completion of this project under our furnished cost estimates and work scopes for each task does not include the following services, which Terracon can advise on, or which can be provided at additional cost.

- Analytical sampling or testing;
- Engineering design, specifications, or construction services for physical controls or containment structures;
- Regulatory review and research, consultation site visits, or inspections for environmental compliance issues other than oil pollution prevention;
- Preparation of additional reports or plans except those specified by this work scope;
- Revisions after final documents are submitted to Shawnee Regional Airport;
- Conducting required inspections or tank integrity testing;
- Conducting required personnel training sessions or developing training packages;
- Implementation or maintenance of controls or BMPs;
- Consultation for other issues besides oil pollution prevention.

This list is not all-inclusive. Terracon can provide these and other related services, if desired, under separate proposal and cost.

Scope and Report Limitations

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, expressed or implied, regarding its services, findings, conclusions, or recommendations. The findings and conclusions presented in the final reports will be based on the site's current utilization and the information collected as discussed in this proposal. An evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. Requested regulatory agency correspondence or other information may not be provided to Terracon by the issuance date of the reports. Consideration of information not received by the issuance date of the reports is beyond the scope of this proposal. We do not warrant third party information or regulatory agency information used in the compilation of reports.

Although Terracon can provide general recommendations for available options with regard to best management practices, physical control measures, and spill response measures, the facility operator must also make its own internal evaluation of such options with regard to operational and economic feasibility. The operator retains the final decision-making authority and responsibility for determining proper management practices, control measures, monitoring and inspection methods, taking appropriate action to institute procedures or install controls, and for securing additional

SPCC Plan Services

Shawnee Regional Airport ■ Shawnee, Oklahoma
February 3, 2023 ■ Terracon Proposal No. P04237024



engineering or construction design assistance to ensure that physical controls meet the intent of regulatory requirements. Such measures must meet provisions of 40 CFR 112 to the satisfaction of the certifying P.E. Shawnee Regional Airport will be responsible for continuing to update the SPCC Plan and associated drawings, and for conducting inspections and annual testing in accordance with regulatory requirements after Terracon has submitted the SPCC Plan documents to Shawnee Regional Airport. If additional assistance is desired, or a situation is encountered that is not covered in this proposal, the project budget and scope can be extended upon Shawnee Regional Airport's approval.

4.0 COMPENSATION

The scope of services outlined in this proposal will be performed for a fee of **\$2,500**. If, as a result of these services, additional work is required outside the scope of this proposal, Shawnee Regional Airport will be contacted and proposed costs for additional work will be provided. Shawnee Regional Airport authorization will be obtained prior to commencement of any additional work outside the scope of this proposal.

5.0 AUTHORIZATION

This proposal is valid for 60 days from the date of this proposal. If this proposal meets with your approval, work may be initiated by signing the attached Agreement for Services and returning it to our Tulsa, Oklahoma office. Project initiation may be expedited by providing the signed Agreement for Services via e-mail to scott.vaughn@terracon.com.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact Scott Vaughn at the above-referenced email address or (918) 877-5928.

Sincerely,
Terracon Consultants, Inc.


Scott A. Vaughn
Sr. Staff Scientist


Philip D. Wood, P.E.
Senior Engineer

Attachments: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Shawnee Regional Airport ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the SPCC Update - Shawnee Regional Airport project ("Project"), as described in Consultant's Proposal dated 02/03/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Oklahoma law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**By: Philip D. Wood Date: **2/3/2023**Name/Title: **Philip D. Wood / Senior Engineer**Address: **9522 E 47th Pl, Ste D
Tulsa, OK 74145-7211**Phone: **(918) 250-0461** Fax: **(918) 250-4570**Email: **Phil.Wood@terracon.com**Client: **Shawnee Regional Airport**

By: _____ Date: _____

Name/Title: **Bonnie Wilson / Airport Manager**Address: **2202 Airport Drive
Shawnee, OK 74804**Phone: **(405) 878-1532** Fax: _____Email: **bonnie.wilson@shawneekok.org**

Shawnee Regional Airport

2023-2024 Grant Funded Projects

- Lochner Engineering PowerPoint Project Overview
 - Storm Water Rehabilitation
 - Pavement Classification Rating
 - Terminal Area Plan
- Grant Distribution Worksheet

Shawnee Regional Airport

- Improve Airport Drainage
- Pavement Classification Rating
- Terminal Area Plan



▪ **Base Bid:**
Improve Airport Drainage

Drainage Project Overview

Summary of Bid and Funding

Engineer's Estimate

\$741,375

Tri City Seal Co.

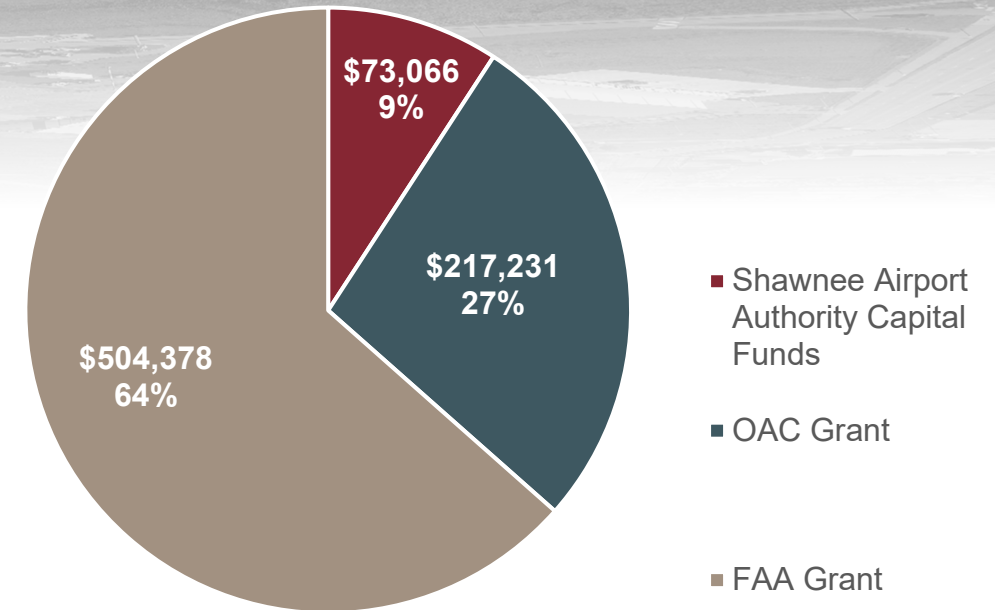
\$635,775

■ Base Bid Total

References Checked: Previous verified work with: Fox Engineering, in Ardmore and El Reno; Delta Engineering, in Seminole

Base Bid

Improve Airport Drainage

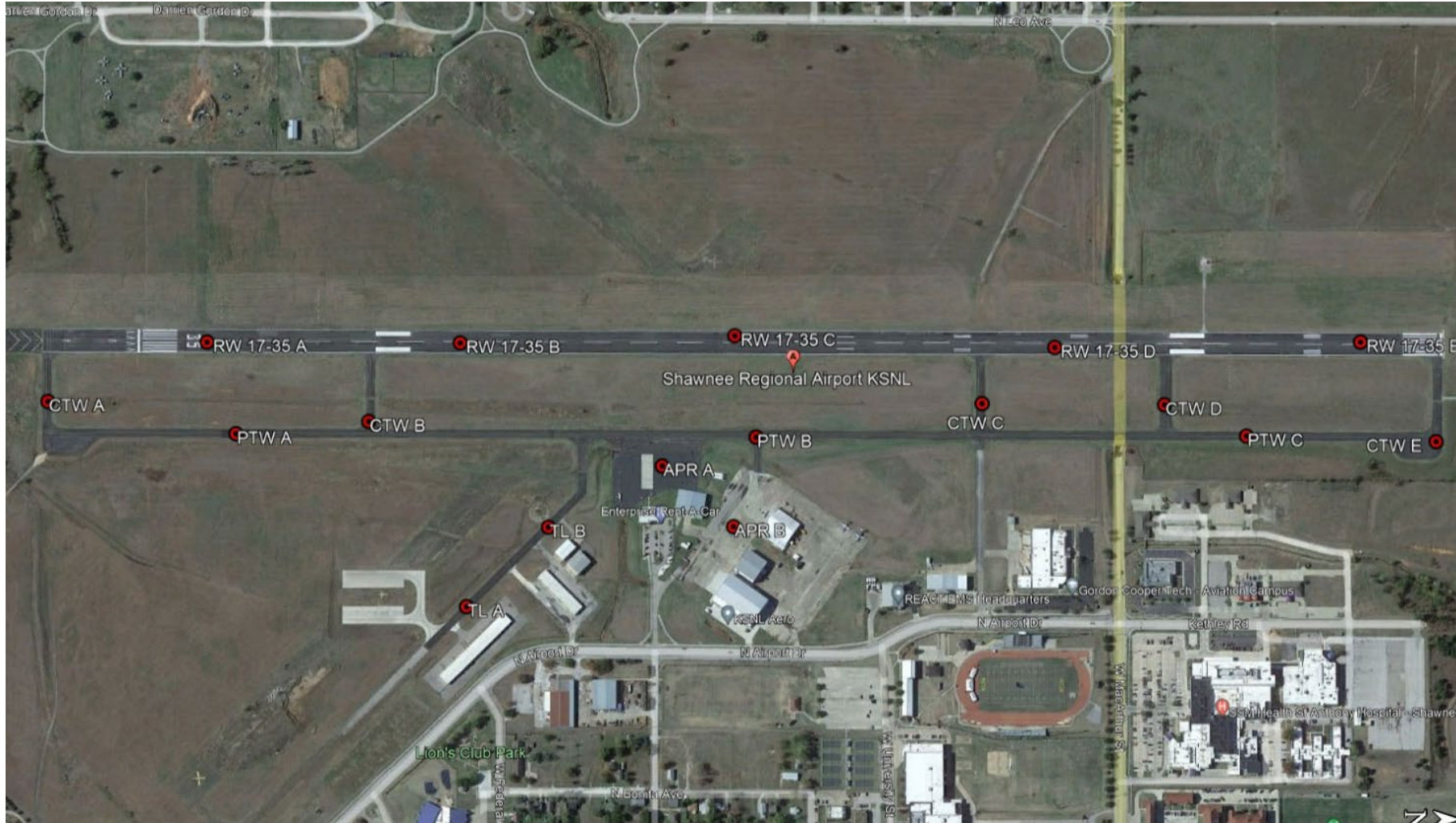


Total Drainage Project Amount: \$ 794,675

Improve Airport Drainage

AIP 3-40-0088-025-2023 & OAC SNL-24-FS

Pavement Classification Rating

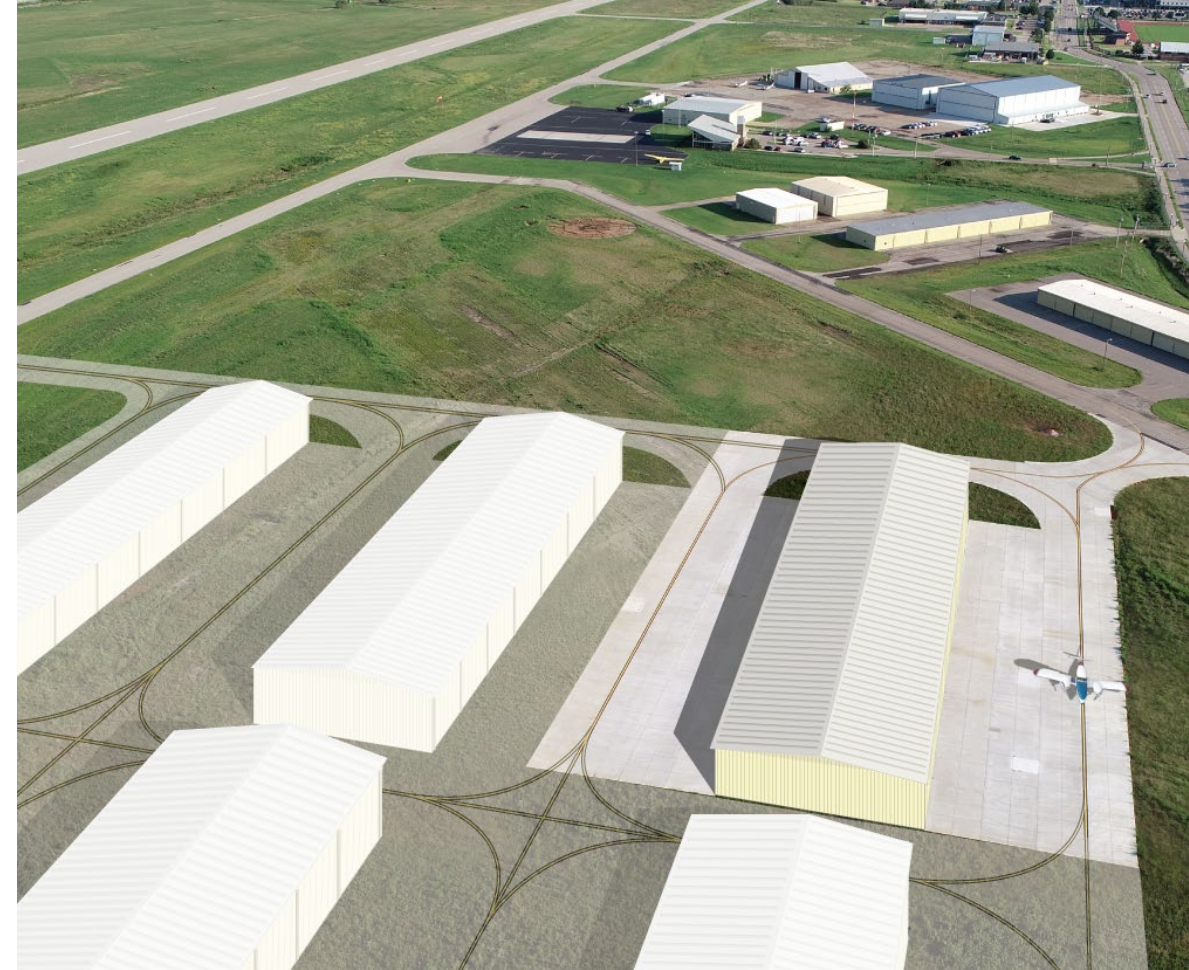


Terminal Area Development Plan

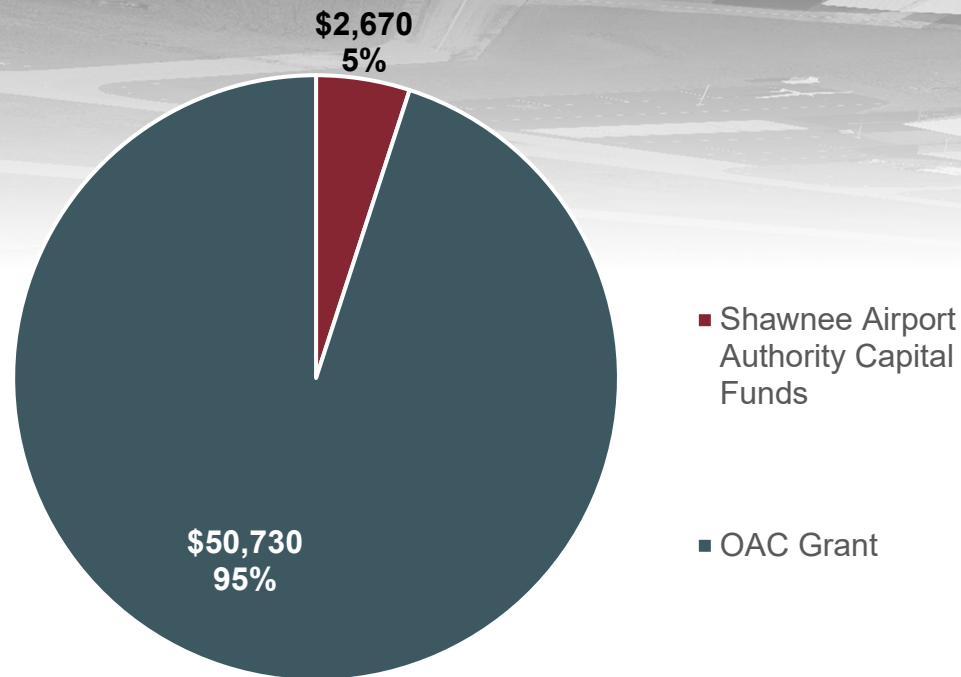


Terminal Area Development Plan

Southeast Development Area

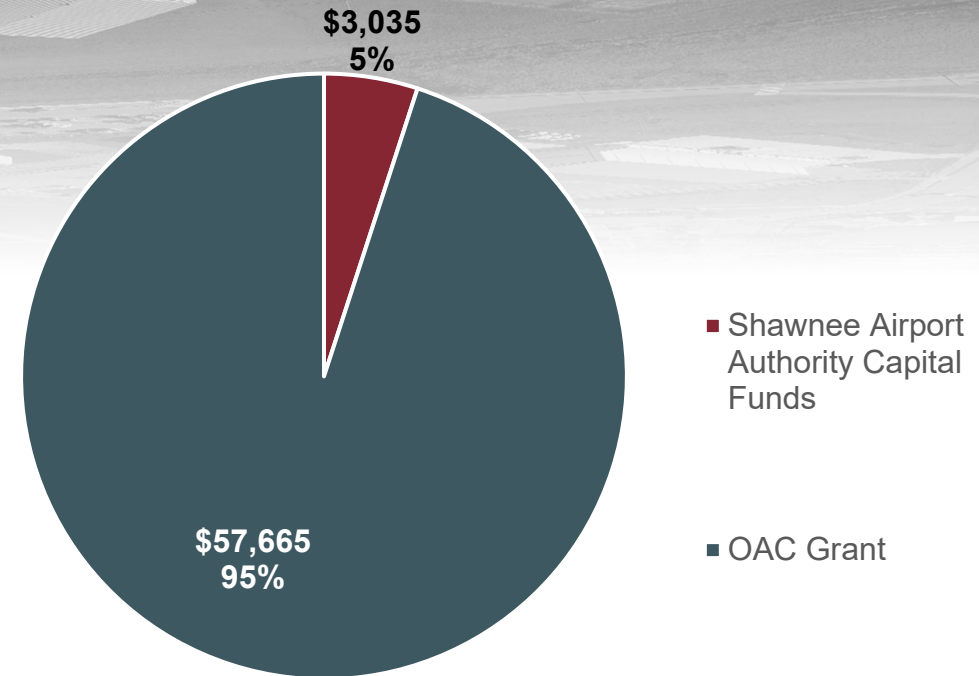


PCR Study & Terminal Area Plan Funding



Total Pavement Classification Rating Amount: \$ 53,400

PCR Study
OAC SNL-24-FS



Total Terminal Area Plan Amount: \$ 60,700

Terminal Area Plan
OAC SNL-24-FS



STORMWATER		AIP		OAC		SAA	
Construction	\$635,775	\$504,378	79%	\$66,276	10%	\$65,121	10%
Engineering	\$158,900	\$0	0%	\$150,955	95%	\$7,945	5%
Total Cost	\$794,675						
PCR STUDY		AIP		OAC		SAA	
Engineering	\$53,400	\$0	0%	\$50,730	95%	\$2,670	5%
TERMINAL PLAN		AIP		OAC		SAA	
Engineering	\$60,700	\$0	0%	\$57,665	95%	\$3,035	5%
SAA TOTAL OUT OF POCKET						\$78,771	
TOTAL COSTS	\$908,775						



Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: August 16, 2023
To: Airport Advisory Board
From: Bonnie Wilson
Subject: Legislative Update

Background: Reauthorization of the Airport Improvement Program

On July 20, 2023, the United States House of Representatives passed the Securing Growth and Robust Leadership in American Aviation Act (H.R. 3935) by a vote of 351 Ayes and 69 Nays. Following passage in the House, the measure was sent to the Senate for consideration on July 25, 2023.

- H.R. 3935 includes a provision authorizing \$4 billion in Airport Improvement Program grant funds annually. This is an increase of \$650 million per year over the prior five-year (FY 2018-2023) appropriations. Section 414 – Small Airport Fund, provides a total of \$1 billion for public-use airports (except commercial service airports). These funds are further segregated to provide:
 - \$50 million for projects to construct aircraft hangars that are not larger than 5,000 square feet; and
 - \$50 million for projects to construct and rehabilitate aprons intended to be used for itinerant general aviation aircraft parking.
- Under the prior appropriation, the Shawnee Regional Airport (SNL) was entitled to \$150,000 annually. Appropriations for SNL will not be determined until the Senate acts on the legislation.
- SNL is seeking \$3 million from this allocation to support reconstruction of the main parking ramp under this program. (\$280,000 FY 2026 for design; \$2.8 million in FY 2027 for construction)

Other Provisions of Interest

- Sec. 410. Fuel Infrastructure – this section provides the Secretary of Transportation with the authorization to provide discretionary funding to general aviation airports for the construction of airport-owned “(i) aeronautical fueling system for unleaded fuel; and “(ii) fueling systems for type certificated hydrogen-powered aircraft; and “(B) may include capital costs for fuel farms and other equipment and infrastructure used for the delivery and storage of fuel.”.
- Sec. 431. Continued Availability of Aviation Gasoline - this section states “...—The Administrator of the Federal Aviation Administration shall ensure that any of such varieties of aviation gasoline as may be necessary to fuel any model of piston-engine aircraft remain available for purchase at each airport listed on the national plan of integrated airport systems (as described in section 47103 of title 49, United States Code) at which aviation gasoline was available for purchase as of October 5, 2018...The Administrator shall consider a prohibition or restriction on the sale of such varieties of aviation gasoline to violate assurance 22 (or any successor assurance related to economic nondiscrimination) of grant assurances associated with the airport improvement program under subchapter I of chapter 471 and chapter 475 of title 49, United States Code.

Sec. 442. Permanent Solar Powered Taxiway Edge Lighting Systems.

Not later than 18 months after the date of enactment of this Act, the Administrator of the Federal Aviation Administration shall produce an engineering brief that describes the acceptable use of permanent solar powered taxiway edge lighting systems at regional, local, and basic nonprimary airports (as categorized in the most recent National Plan of Integrated Airport Systems).

Sec. 444. Increasing The Energy Efficiency of Airports and Meeting Current and Future Electrical Power Demands.

“(a) IN GENERAL.—The Secretary of Transportation shall establish a program under which the Secretary shall—

“(1) encourage the sponsor of each public-use airport to—

“(A) conduct airport planning that assesses the airport’s—

“(i) current and future electrical power requirements, including—

“(I) heating and cooling;

“(II) on-road airport vehicles, including ground support equipment;

“(III) gate electrification; and

“(IV) electric aircraft charging; and

“(ii) existing electrical infrastructure condition, location and capacity, including base load and backup power, to meet the current and future electrical power demand as identified in this subparagraph; and

“(B) conduct airport development to increase energy efficiency or meet future electrical power demands as identified in subparagraph (A); and

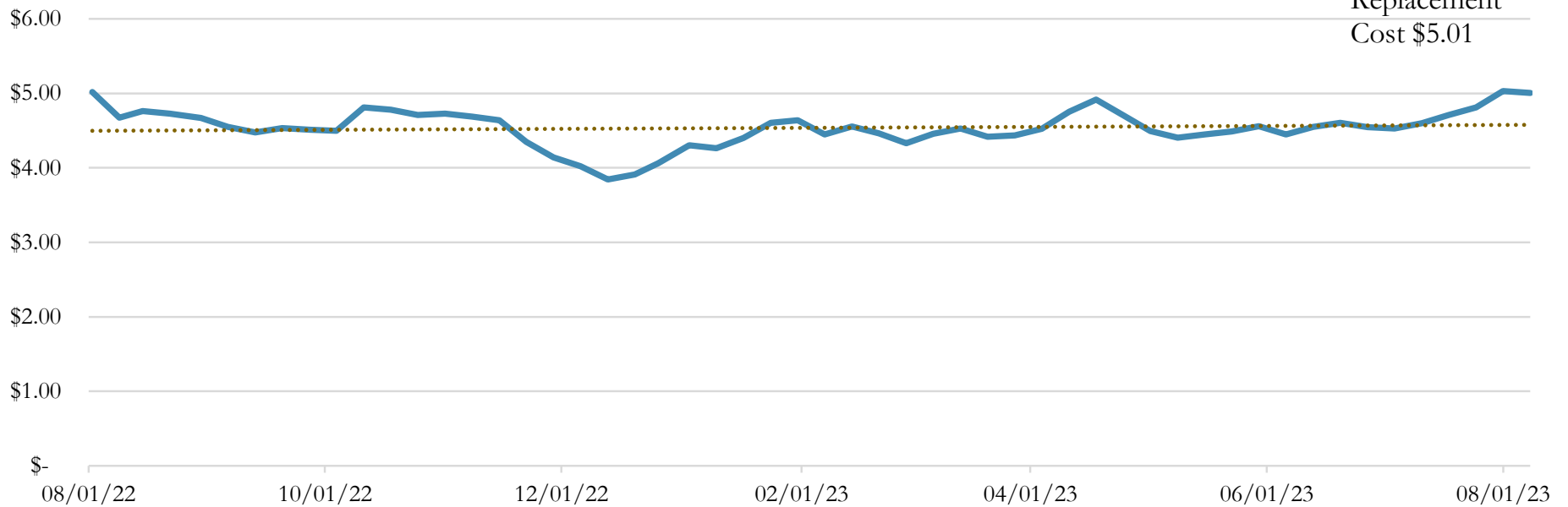
“(2) reimburse the airport sponsor for the costs incurred in conducting the assessment under paragraph (1).

“(b) GRANTS.—The Secretary may make grants from amounts made available under section 48103 to assist airport sponsors that have completed the assessment described in subsection (a)(1)—

“(1) to acquire or construct equipment that will increase energy efficiency at the airport; and

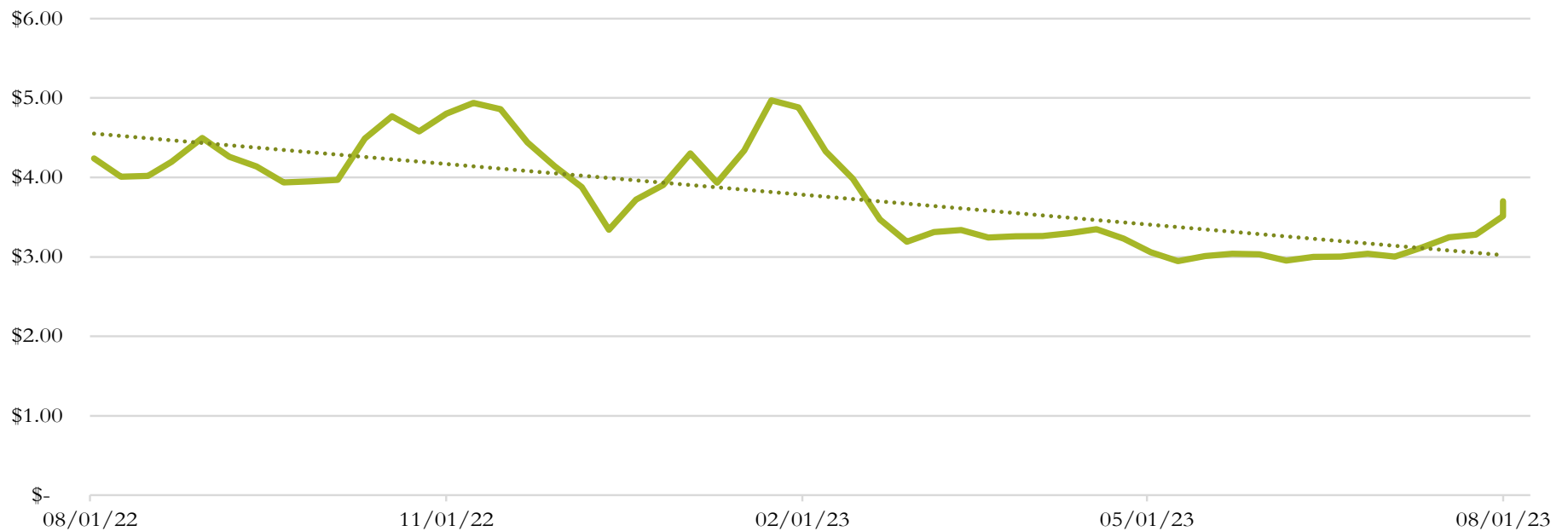
“(2) to pursue an airport development project described in subsection (a)(1)(B).”.

100LL Price Per Gallon Yearly Quote Trend



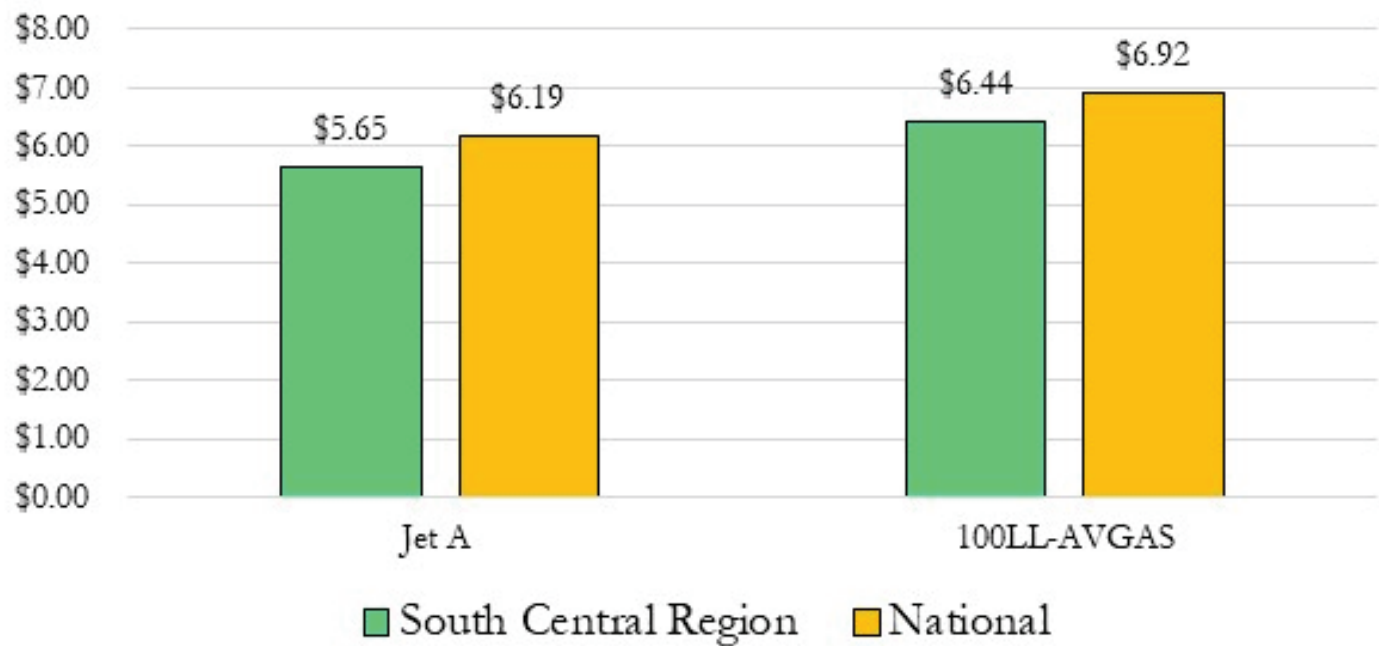
Current
Replacement
Cost \$5.01

JET A Price Per Gallon Yearly Quote Trend

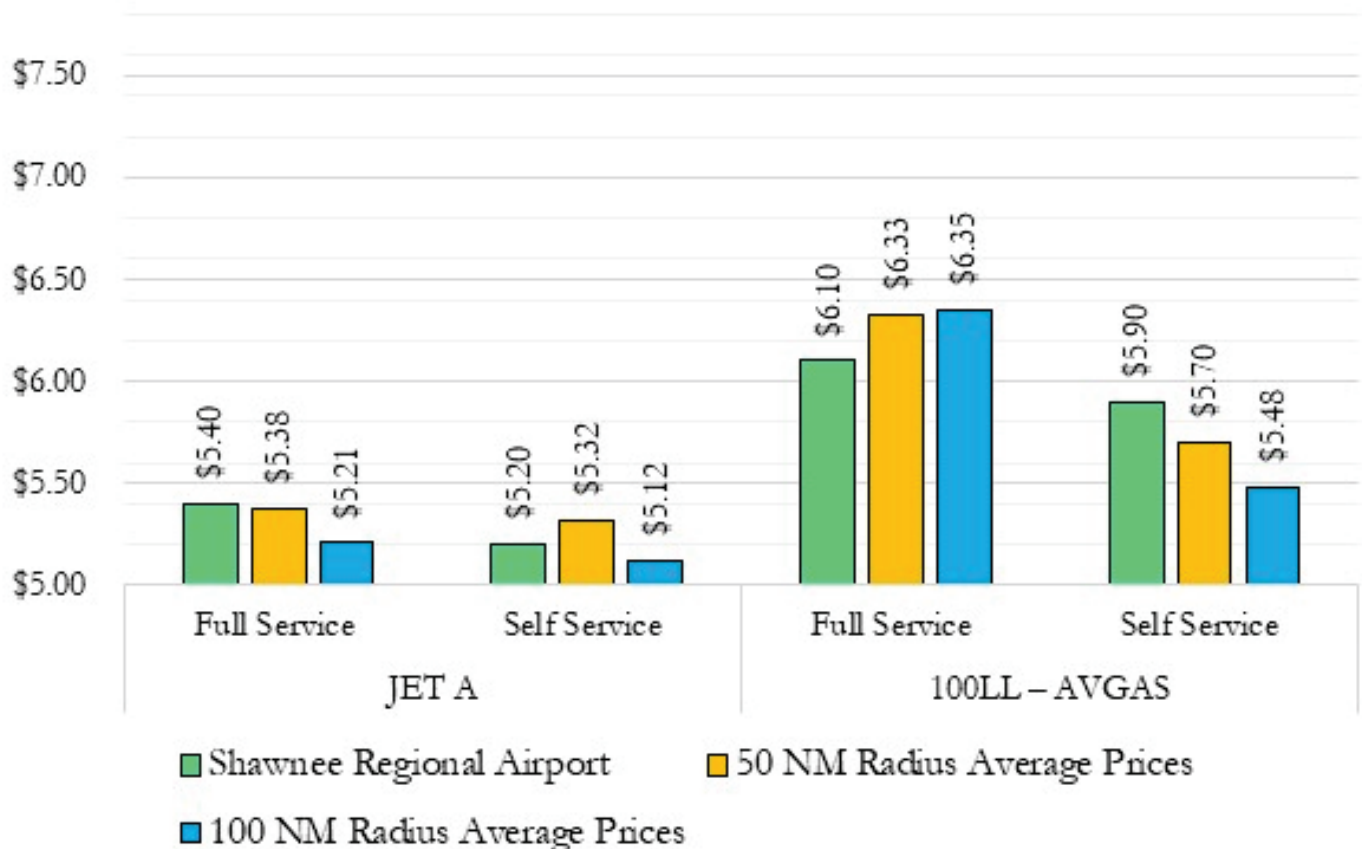


Current Replacement
Cost \$3.70

AVERAGE FUEL PRICES AS OF AUGUST 9, 2023



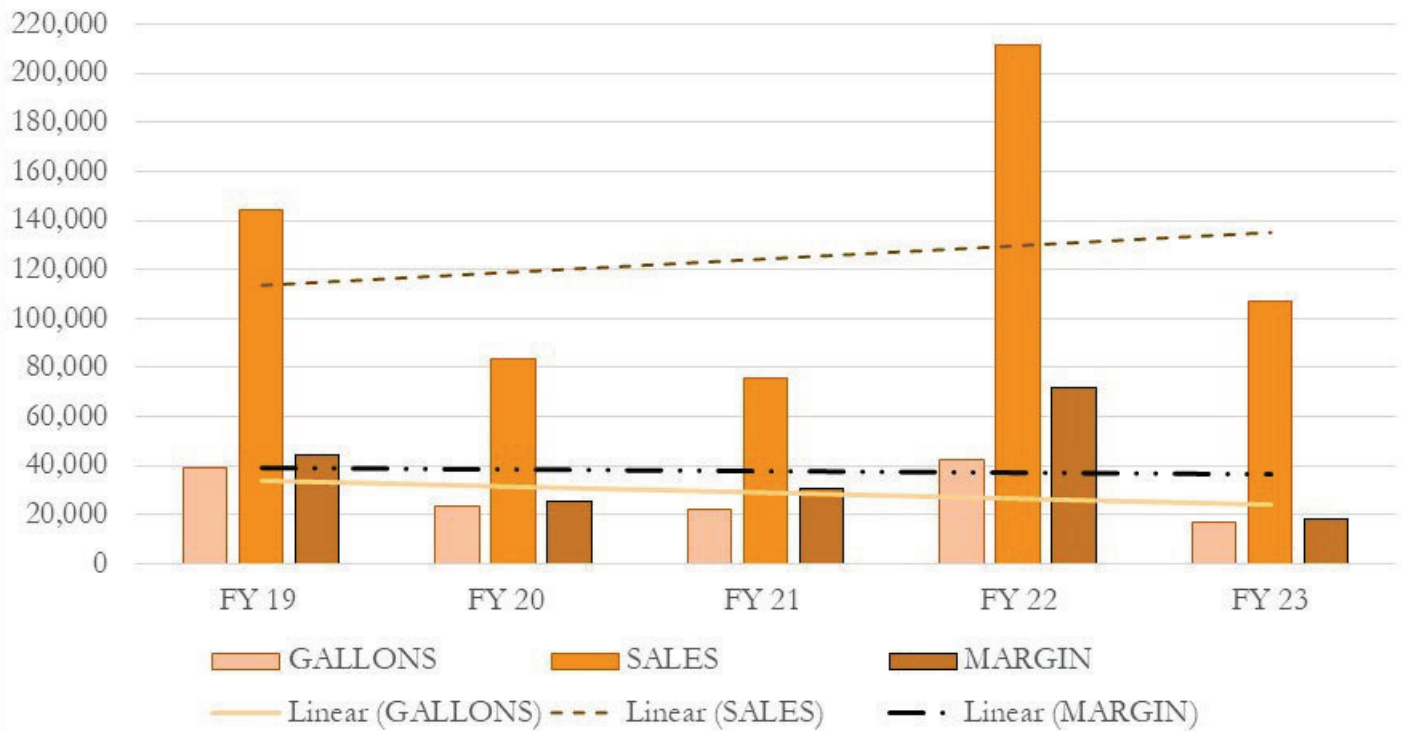
SNL AND SURROUNDING AREA AVERAGES AS OF AUGUST 9, 2023



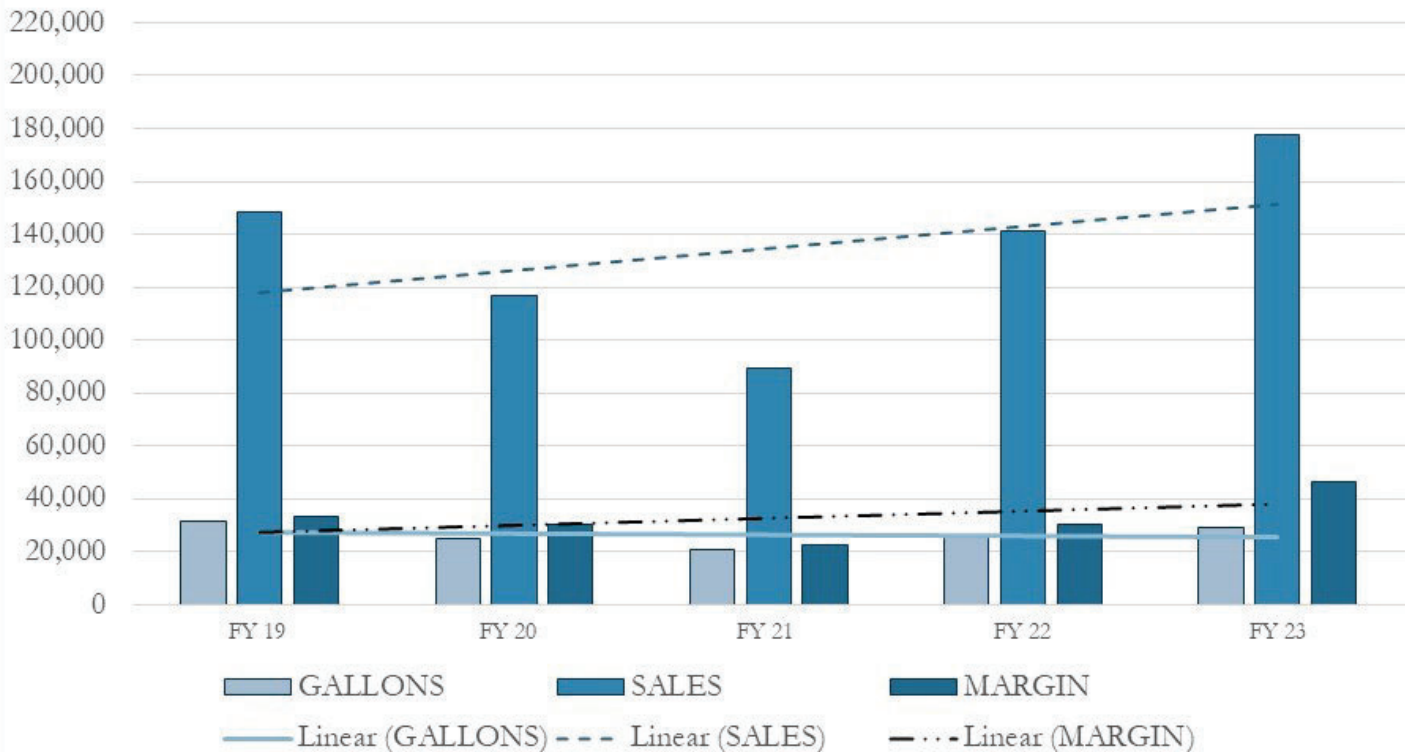
Commercial Passenger Service Airports within 100 NM of Shawnee Regional Airport								
Facility	Based Aircraft	Annual Operations	Annual GA Transient Arrivals	NM	100LL Self Serve	100LL Full Serve	Jet A Self Serve	Jet A Full Serve
Shawnee Regional Airport (SNL)	45	2,600	1,300	0	\$5.90	\$6.10	\$5.30	\$5.50
Cruise Aviation/ Westheimer (OUN)	109	63,437	7,280	30		\$6.58		\$5.71
AAR Aircraft Services (OKC)		158,764	12,740	37		\$6.95		\$5.49
Atlantic Aviation (OKC)	64	158,764	12,740	37		\$7.44		\$6.67
Atlantic Aviation (PWA)	277	73,285	16,016	41		\$7.84		\$6.75
METREA (formerly META Aerospace) (PWA)		73,285	16,016	41		\$6.10		\$4.54
Stillwater Flt Ctr (SWO)	70	99,115	6,935	56		\$5.84		\$5.19
Christiansen Aviation / Riverside (RVS)		266,463		71		\$7.20		\$5.35
Riverside Jet Center (RVS)		266,463		71				\$6.15
SBA - The Line Shack/Ardmore (ADM)	22	25,626	3,833	72	\$5.46	\$5.76		\$4.56
Atlantic Aviation (TUL)	429	127,390	18,200	82		\$7.59		\$7.25
Sparks Aviation Center (TUL)		127,390	18,200	82		\$7.40		\$5.18
United States Aviation (TUL)		127,390	18,200	82				\$5.43
Legacy Jet Center (TUL)		127,390	18,200	82				\$6.58
Enid-Woodring Regional Airport (WDG)	91	67,265	3,120	84	\$5.07	\$5.57		\$4.76
Lawton Aviation Services / Lawton-Fort Sill (LAW)	48	34,219	5,475	99		\$5.99		\$4.99
Average Prices at 50 NM					\$5.90	\$6.84	\$5.30	\$5.78
Average Prices at 100 NM					\$5.48	\$6.64	\$5.30	\$5.63

General Aviation Airports within 100 NM of Shawnee Regional Airport								
Facility	Based Aircraft	Annual Operations (Est.) *1	Annual GA Transient Arrivals *2	NM	100LL Self Serve	100LL Full Serve	Jet A Self Serve	Jet A Full Serve
Shawnee Regional Airport (SNL)	45	2,600	1,300	0	\$5.90	\$6.10	\$5.30	\$5.50
Prague Municipal Airport (O47)	10	728	364	15	\$5.99			
Seminole Municipal (SRE)	33	1,456	728	16	\$5.45			\$5.35
Chandler Regional Airport (CQB)	11	1,144	572	26	\$6.99		\$6.65	
Goldsby (K1K4)	45	1,456	728	32	\$5.10			
City of Stroud (SUD)	10	156	78	33	\$5.99		\$5.45	
Heartland Aviation/ADA (ADH)	58	4,784	2,392	41		\$6.00		\$5.00
City of Cushing (CUH)	25	5,600	2,800	42	\$4.99	\$5.34	\$5.39	\$5.39
Crabtree Aircraft Co./Guthrie Edmond (GOK)	80	6,240	3,120	43	\$5.54	\$5.94		\$5.45
Sundance Airport (HSD)				46	\$5.60	\$5.90		\$3.90
Pauls Valley Airport (PVJ)	41	1,456	728	47	\$4.89		\$3.89	\$4.29
Legacy Aviation - Page Municipal (RCE)	56			50		\$5.80		\$4.95
Henryetta Airport (KF10)	5	102	51	52		\$5.80		
Okmulgee Regional (OKM)	28	3,640	1,820	59	\$5.25		\$4.50	
Chickasha Municipal Airport (CHK)	42	2,184	1,092	60	\$5.50		\$4.50	
El Reno Regional Airport (RQO)	24	2,912	1,456	60	\$5.00	\$5.25	\$4.20	\$4.20
City of Kingfisher (KF92)		728	364	67	\$5.36			
City of Sand Springs (OWP)	65	4,368	2,184	71	\$5.20			
Brenair Aviation/McAlester (MLC)	23	2,600	1,300	73		\$5.28		\$4.82
Perry Municipal (F22)	25	1,456	728	73		\$5.15		\$4.00
Haskell Airport Inc. (2K9)				78	\$6.09			
Guest Air Inc/Hinton Municipal (K2O8)	10	416	208	79	\$4.80			
Atoka Municipal Airport (AQR)	15	370	185	80	\$5.75			
Harvey Young Airport/Tulsa (1H6)	40			82	\$6.00			
KMA Aviation LLC/Ardmore Downtown (K1F0)	47	2,184	1,092	84	\$5.35	\$5.50	\$4.20	\$4.40
5B Aviation/ Duncan (DUC)	43	2,912	1,456	84		\$5.75		\$5.07
Skiatook Municipal Airport (K2F6)	20	1,500	750	86	\$5.25			
Watonga Regional Airport (JWG)	16	728	364	90	\$4.89		\$5.25	
Davis Field Aviation/Muskogee (MKO)	90	3,640	1,820	91	\$5.25	\$5.95		\$4.90
Fuel PNC Ponca City (PNC)	53	6,240	3,120	95	\$5.40	\$5.70		\$4.50
Blackwell Airport Trust / Blackwell Tonkawa (BKN)	11	750	375	98	\$5.40			
Average Prices at 50 NM					\$5.64	\$5.85	\$5.34	\$4.98
Average Prices at 100 NM					\$5.48	\$5.68	\$4.93	\$4.78

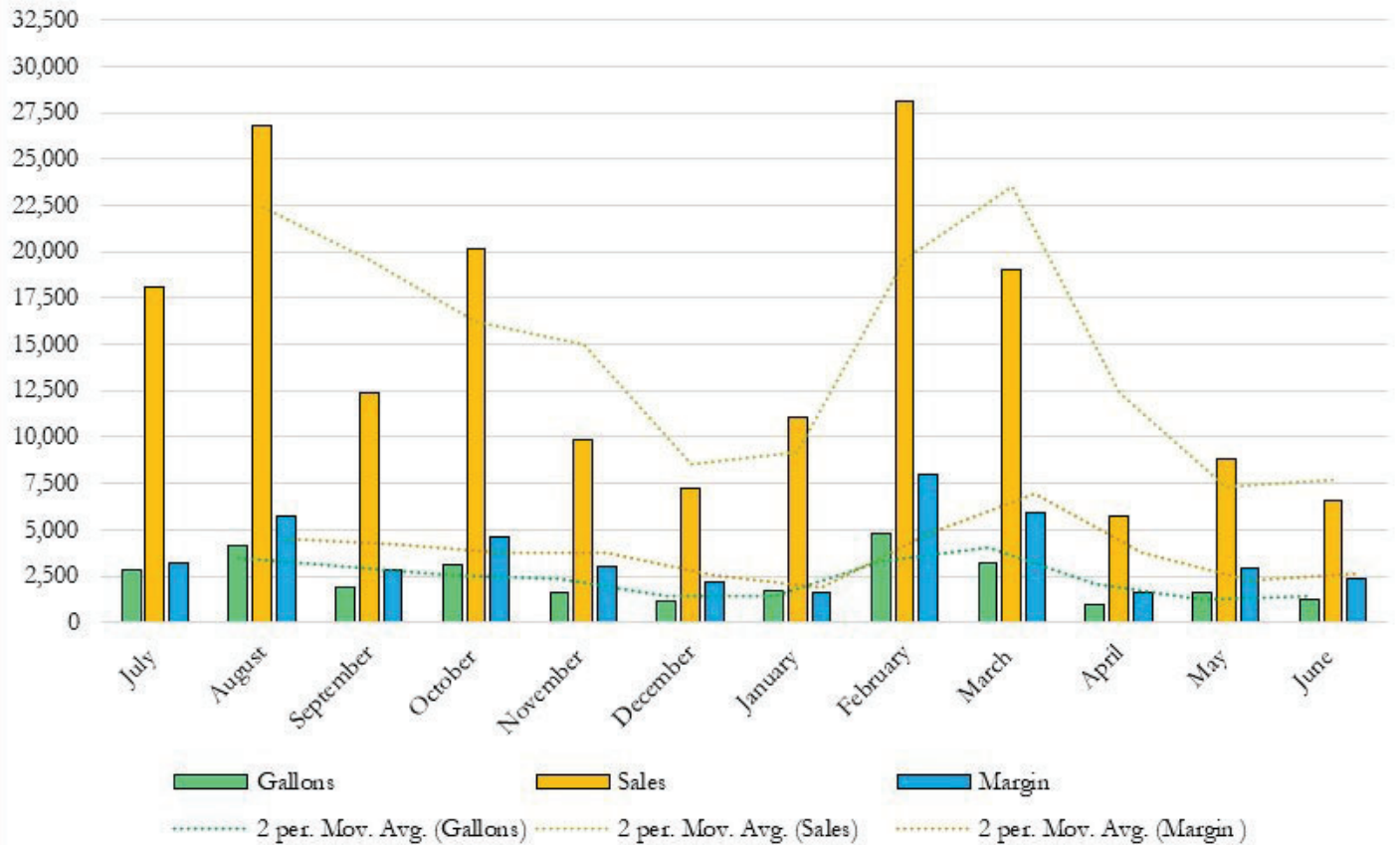
JET A HISTORIC SALES



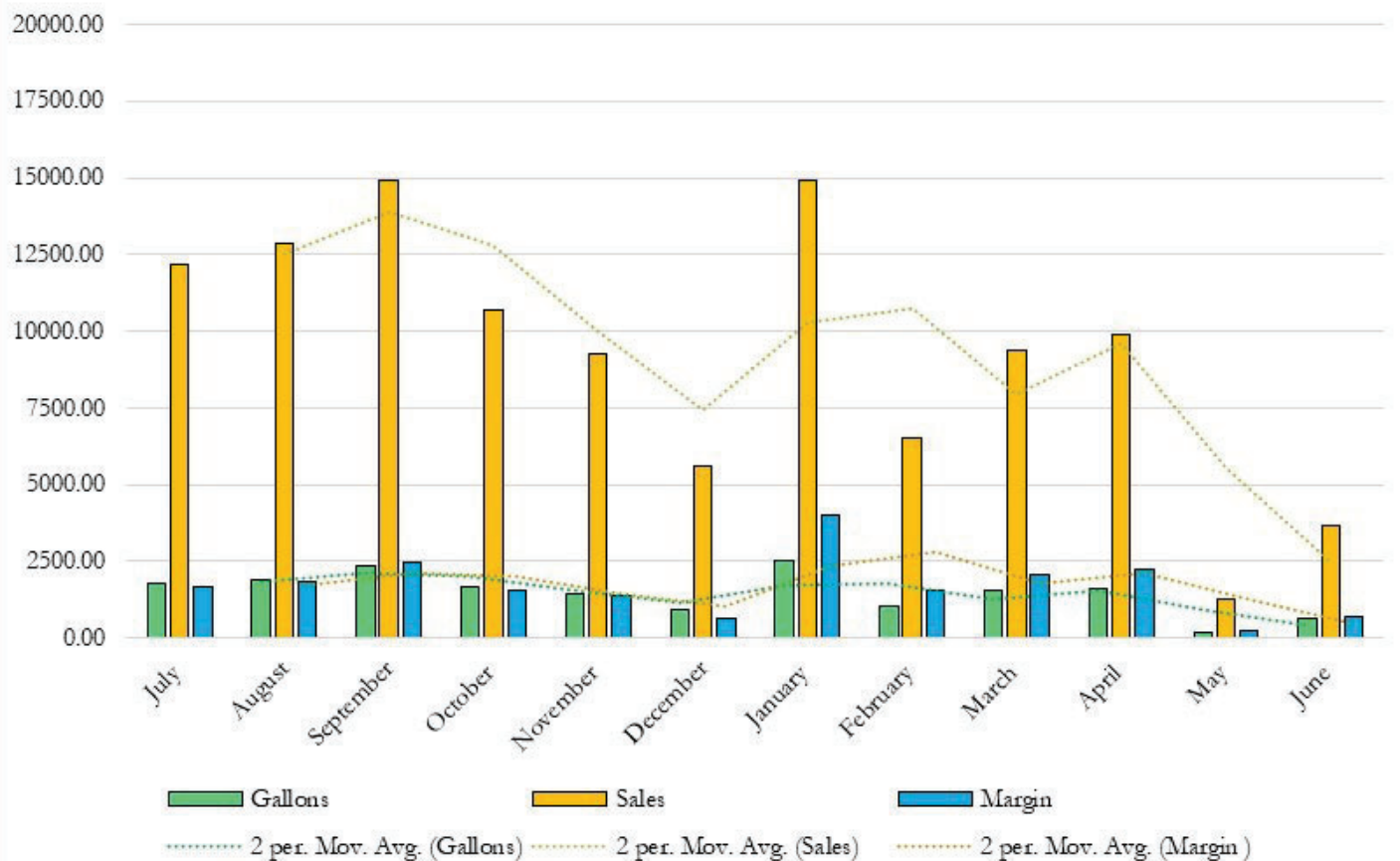
100 LL HISTORIC SALES



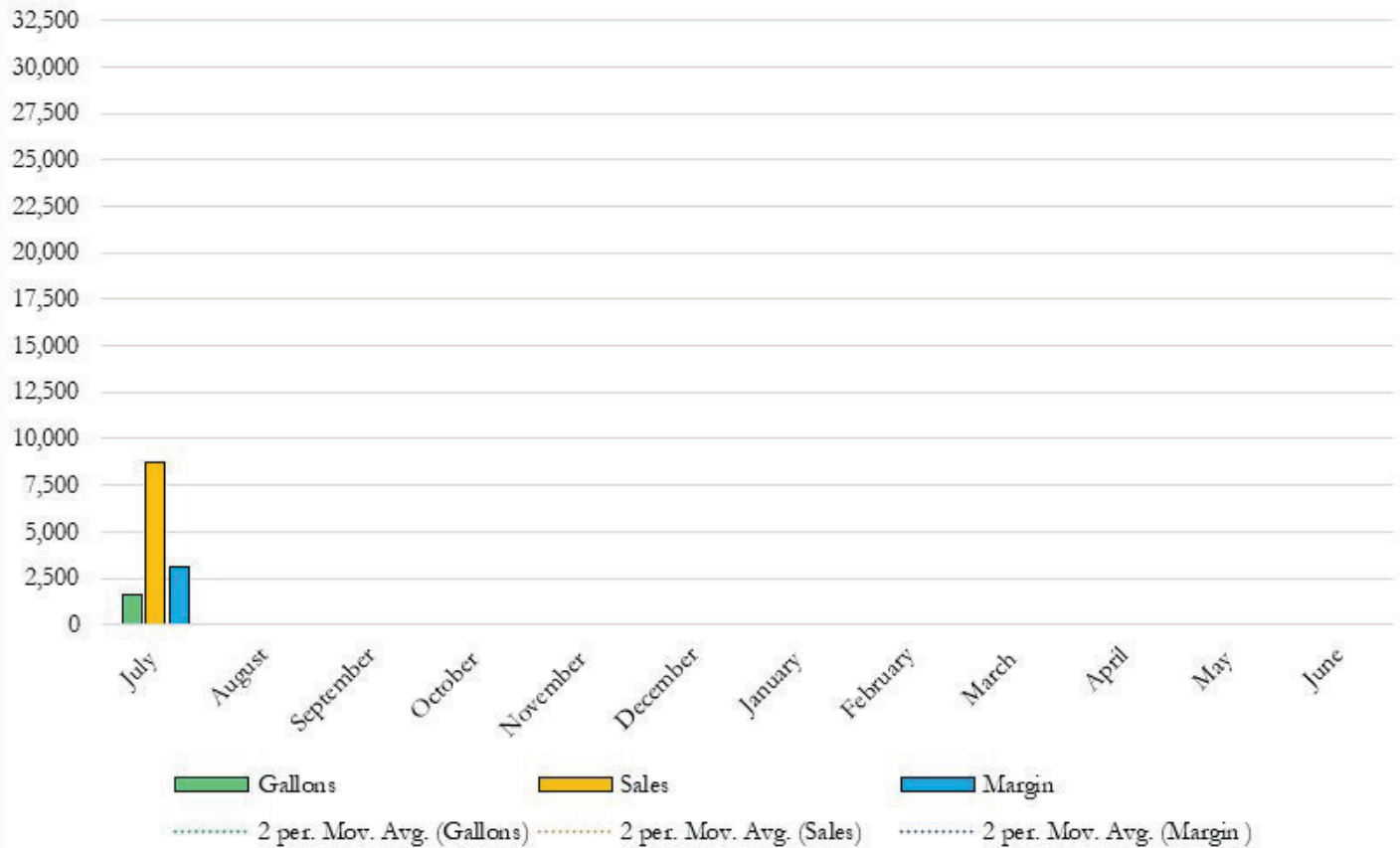
Fiscal Year 2023 Jet A Activity



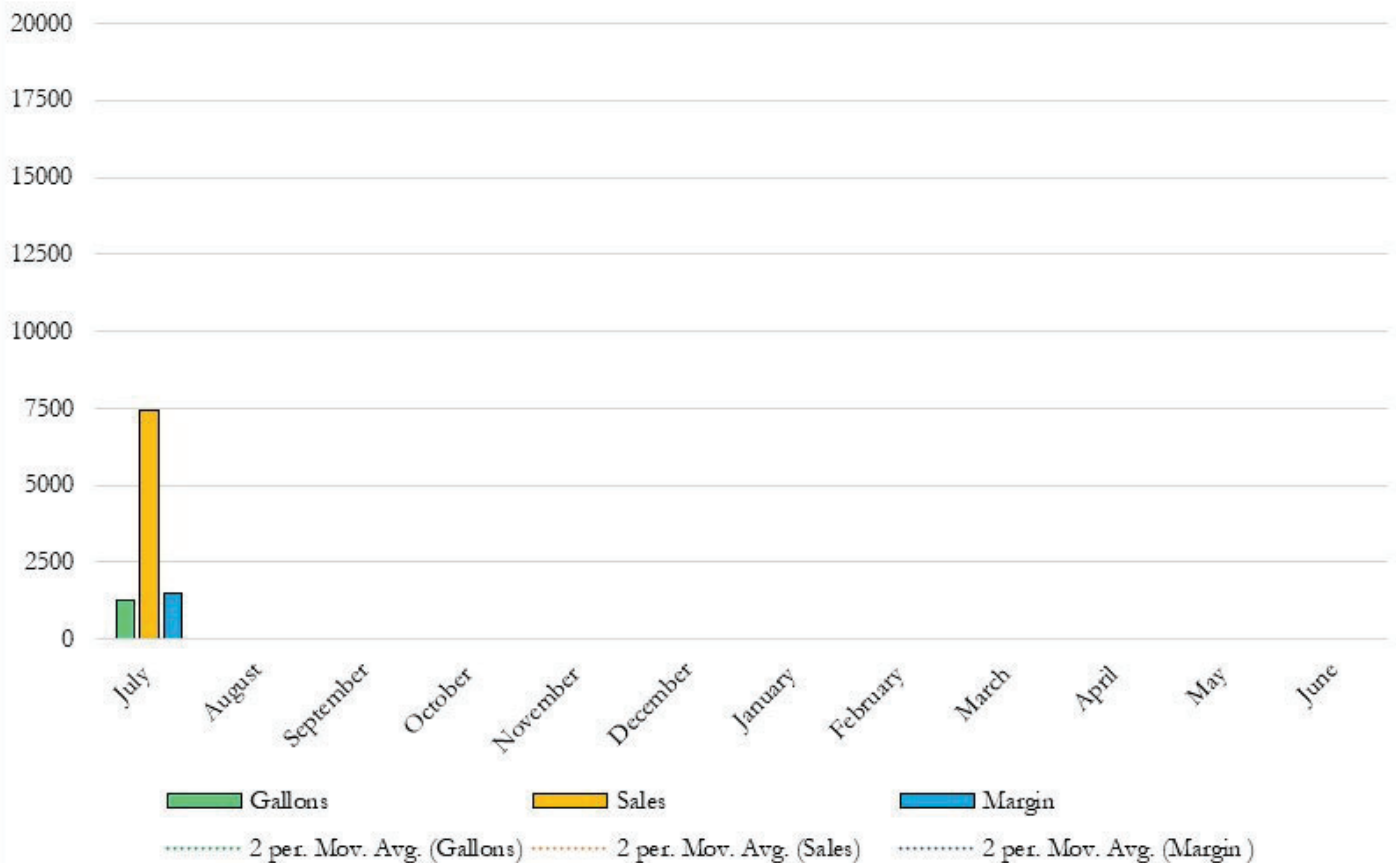
Fiscal Year 2023 100 Low Lead Activity



Fiscal Year 2024 Jet A Activity



Fiscal Year 2024 100 Low Lead Activity



Revenue	Current Budget	Fiscal Activity
FEDERAL GRANT REVENUE	\$ 876,317.00	\$ -
STATE GRANT REVENUE	\$ 48,684.00	\$ -
NON-AERONAUTICAL REVENUE	\$ 289,000.00	\$ 13,858.84
AERONAUTICAL REVENUE	\$ 109,961.00	\$ 9,184.90
WATER TOWER RENTAL	\$ 125,000.00	\$ -
OIL & LUB SALES	\$ 1,000.00	\$ 16.90
OTHER MISC. REVENUE	\$ 100.00	\$ -
FUEL FLOWAGE FEE	\$ 150.00	\$ -
FUEL SALES	\$ 345,000.00	\$ 14,119.76
TRANSFER FROM GENERAL FUND	\$ 230,230.00	\$ -
Revenue Total:	\$ 2,025,442.00	\$ 37,180.40

Expense	Current Budget	Fiscal Activity
PERSONNEL EXPENSES	\$ 285,789.52	\$ 31,545.17
OFFICE & COMPUTER SUPPLIES	\$ 500.00	\$ -
FOOD & KITCHEN SUPPLIES	\$ 1,200.00	\$ 38.82
UNIFORMS AND CLOTHING	\$ 580.00	\$ -
FUEL, OIL & LUBRICANTS	\$ 2,500.00	\$ -
FUEL AND OIL FOR RESALE	\$ 800.00	\$ -
CHEMICALS	\$ 200.00	\$ -
MEDICAL SUPPLIES	\$ 120.00	\$ -
LOW LEAD 100 OCTANE FUEL	\$ 200,000.00	\$ -
JET A FUEL	\$ 145,000.00	\$ 24,079.47
TOOLS & MINOR EQUIPMENT	\$ 2,000.00	\$ 25.63
EQUIPMENT PARTS & SUPPLIES	\$ 4,000.00	\$ -
OTHER MATERIALS & SUPPLIES	\$ 2,500.00	\$ -
EQUIP. MAINT. CONTRACTS	\$ 9,000.00	\$ 850.00
REPAIR & MAINT. - BLDGS.	\$ 47,000.00	\$ -
REPAIR & MAINT. - EQUIP.	\$ 26,000.00	\$ -
REPAIR & MAINT.-VEHICLES	\$ 7,000.00	\$ 20.00
REPAIR & MAINT. - OTHER	\$ 5,000.00	\$ -
OTHER PROFESSIONAL SERVICES	\$ 35,000.00	\$ -
NATURAL GAS	\$ 5,500.00	\$ 475.92
ELECTRICITY	\$ 50,000.00	\$ 2,843.11
TELEPHONE	\$ 2,760.00	\$ 187.04
COPY USAGE EXPENSE	\$ 200.00	\$ -
POSTAGE & SHIPPING	\$ 300.00	\$ -
OTHER CONTRACTUAL SERVICES	\$ 500.00	\$ -
MEMBERSHIPS & DUES	\$ 400.00	\$ -
FILING FEES & PERMITS	\$ 100.00	\$ -
BOOKS & SUBSCRIPTIONS	\$ 300.00	\$ -
LEGAL ADVERTISING	\$ 500.00	\$ -
PRINTING	\$ 100.00	\$ -
INSURANCE	\$ 39,400.00	\$ 29.88
EQUIPMENT RENTAL	\$ 6,000.00	\$ -
MISC. OTHER SERV. & CHGS.	\$ 500.00	\$ -
ADVERTISING & PROMOTIONS	\$ 1,500.00	\$ 1.17
CONTINGENCY	\$ 36,000.00	\$ -
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 1,143,485.00	\$ -
LEASE PAYMENTS-EQUIPMENT	\$ 33,376.44	\$ 4,296.06
Expense Total:	\$ 2,095,110.96	\$ 64,392.27