

AGENDA
SHAWNEE AIRPORT AUTHORITY
AUGUST 21, 2023 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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. Consider approval of Consent Agenda:
 - a. Minutes from the July 17, 2023 regular meeting.
2. Consideration of engaging the services of Terracon Consultants, Inc. to update the Spill Prevention Control and Countermeasure Plan for the Shawnee Regional Airport.
3. Consideration of a resolution approving and adopting amendments to the 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.
4. Consideration of a budget amendment for Fiscal Year 2023–2024 - Shawnee Airport Authority - Fund 511 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
5. New Business
6. Adjournment

Respectfully submitted,

A handwritten signature in blue ink that reads "Lisa Lasyone". The signature is written in a cursive style with a light blue background.

Lisa Lasyone, CMC, City Clerk

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)

DRAFT

SHAWNEE AIRPORT AUTHORITY PROCEEDINGS

JULY 17, 2023 AT 6:00 PM

The Shawnee Airport Authority of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, July 17, 2023 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, July 13, 2023, at 6:23 PM. Mayor Bolt presided called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Chairman/Mayor

Daniel Matthews
Trustee Ward 1

Cami Engles
Trustee Ward 2

Travis Flood
Trustee Ward 3

Darren Rutherford
Trustee Ward 4

Mark Sehorn
Trustee Ward 5

Lauren Richter
Trustee Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

- a. Minutes from the June 20, 2023 regular meeting.
- b. Acknowledge the Airport Advisory Board Minutes from the February 15, 2023 and April 19, 2023 regular meetings.

A motion was made by Trustee Matthews, seconded by Trustee Rutherford, to approve Consent Agenda Item Nos. 1(a-b). Motion Carried 7-0-0.

AYE: Matthews, Rutherford, Engles, Flood, Bolt, Sehorn, Richter

NAY: None

ABSTAIN: None

2. Consideration of a proposal to provide Engineering Services in support of the Federal Aviation Administration (FAA) Improve Drainage Project No. 3-40-0088-025-2023, Oklahoma Aeronautics Commission Project No. SNL-24-FS.

Airport Manager Bonnie Wilson advised that Shawnee Airport Authority Agenda Item Nos. 2 thru 7 are related. She introduced Mr. Patrick Barnas, Project Manager with H.W. Lochner, Inc. to give a presentation regarding the projects included in the agenda items.

Mr. Barnas provided a presentation and discussed items that included:

- Drainage Project Overview;
- Pavement Classification Rating; and
- Terminal Area Development Plan.

Ms. Wilson advised that Staff recommends approval of the agreement for engineering services with H.W. Lochner, Inc. not to exceed One Hundred Fifty-Five Thousand Seven Hundred Dollars (\$155,700.00) and contingent upon receipt of grant funds.

A motion was made by Trustee Matthews, seconded by Trustee Sehorn, to approve a proposal with H.W. Lochner, Inc. to provide Engineering Services in support of the Federal Aviation Administration (FAA) Improve Drainage Project No. 3-40-0088-025-2023, Oklahoma Aeronautics Commission Project No. SNL-24-FS. Motion carried 7-0-0.

AYE: Matthews, Sehorn, Engles, Flood, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

3. Consider Bid(s):

- a. Improve Airport Drainage (Award)

Airport Manager Bonnie Wilson provided a Staff report. She advised Staff recommends approval to Tri-City Seal Company, Inc. in the amount of Six Hundred Thirty-Five Thousand Seven Hundred Seventy-Five Dollars (\$635,775.00) contingent upon funds being available from the Airport Improvement Program and Oklahoma Aeronautics Commission grants.

A motion was made by Trustee Sehorn, seconded by Trustee Rutherford, to

award the bid to Tri-City Seal Company, Inc. in the amount of Six Hundred Thirty-Five Thousand Seven Hundred Seventy-Five Dollars (\$635,775.00).
Motion carried 7-0-0.

AYE: Sehorn, Rutherford, Richter, Matthews, Engles, Flood, Bolt
NAY: None
ABSTAIN: None

4. Consideration of a proposal to provide Engineering Services in support of Oklahoma Aeronautics Commission (OAC) Project SNL-24-FS Pavement Condition Rating (PCR) Report - Shawnee Regional Airport.

Airport Manager Bonnie Wilson provided a Staff report and advised that Staff recommends approval of the proposal with H.W. Lochner, Inc. contingent upon grant funding.

A motion was made by Trustee Matthews, seconded by Trustee Flood, to approve a proposal with H.W. Lochner, Inc. to provide Engineering Services in support of Oklahoma Aeronautics Commission (OAC) Project SNL-24-FS Pavement Condition Rating (PCR) Report - Shawnee Regional Airport. Motion carried 7-0-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Richter, Engles
NAY: None
ABSTAIN: None

5. Consideration of a proposal to provide Engineering Services in support of Oklahoma Aeronautics Commission (OAC) Project SNL-24-FS Terminal Area Plan - Shawnee Regional Airport.

Airport Manager Bonnie Wilson provided a Staff report. She advised Staff recommended approval of the proposal contingent upon receipt of grant funds.

A motion was made by Trustee Engles, seconded by Trustee Rutherford, to approve a proposal with H.W. Lochner, Inc. to provide Engineering Services in support of Oklahoma Aeronautics Commission (OAC) Project SNL-24-FS Terminal Area Plan - Shawnee Regional Airport. Motion carried 7-0-0.

AYE: Engles, Rutherford, Sehorn, Richter, Matthews, Flood, Bolt
NAY: None
ABSTAIN: None

6. Consideration of a resolution accepting a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA) for the Improve Airport Drainage Project No. 3-40-0088-025-2023 for the Shawnee Regional Airport.

Airport Manager Bonnie Wilson advised that Staff is seeking authorization for the City Manager to accept and execute any grant offers received from the Federal Aviation Administration to secure funds for the Improve Airport Drainage Project.

A motion was made by Trustee Matthews, seconded by Trustee Engles, to approve a resolution accepting a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA) for the Improve Airport Drainage Project No. 3-40-0088-025-2023 for the Shawnee Regional Airport.

Resolution No. SAA-2023-3 was introduced.

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) FOR THE IMPROVE AIRPORT DRAINAGE PROJECT NO. 3-40-0088-025-2023 FOR THE SHAWNEE REGIONAL AIRPORT.

Motion carried 7-0-0.

AYE: Matthews, Engles, Flood, Bolt, Rutherford, Sehorn, Richter

NAY: None

ABSTAIN: None

7. Consideration of a resolution accepting a grant offer from the State of Oklahoma Aeronautics Commission (OAC) for the Improve Drainage and Install Solar Powered LED Taxiway Centerline Lights; Pavement Condition Rating (PCR) Study; and Terminal Area Plan - OAC Project Number SNL-24-FS for the Shawnee Regional Airport.

Airport Manager Bonnie Wilson advised that Staff is seeking authorization for the City Manager to accept and execute any grant offers received from the Oklahoma Aeronautics Commission to secure funds for the Improve Drainage and Install Solar Powered LED Taxiway Centerline Lights, Pavement Condition Rating Study, and Terminal Area Plan Projects.

A motion was made by Trustee Matthews, seconded by Trustee Flood, to approve a resolution accepting a grant offer from the State of Oklahoma

Aeronautics Commission (OAC) for the Improve Drainage and Install Solar Powered LED Taxiway Centerline Lights; Pavement Condition Rating (PCR) Study; and Terminal Area Plan - OAC Project Number SNL-24-FS for the Shawnee Regional Airport.

Resolution No. SAA-2023-4 was introduced.

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE OKLAHOMA AERONAUTICS COMMISSION (OAC) FOR THE IMPROVE AIRPORT DRAINAGE AND INSTALL SOLAR POWERED LED TAXIWAY CENTERLINE LIGHTS; PAVEMENT CONDITION RATING (PCR) STUDY, AND TERMINAL AREA PLAN - OAC PROJECT NO. SNL-24-FS FOR THE SHAWNEE REGIONAL AIRPORT.

Motion carried 7-0-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Richter, Engles

NAY: None

ABSTAIN: None

8. New Business

There was no new business.

9. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:15 p.m.)

ED BOLT, MAYOR
CHAIRMAN

ATTEST:

LISA LASYONE, CMC, CITY CLERK
SECRETARY



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

Date: August 21, 2023
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of engaging the services of Terracon Consultants, Inc. to update the Spill Prevention Control and Countermeasure Plan for the Shawnee Regional Airport.

Background: U. S. 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 has requested a proposal from Terracon Consultants, Inc., to provide an update to the current plan.

Financial Impact: Funds to address Terracon'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 (Shawnee OK)

Staff Recommendation: Authorize the City Manager to execute an agreement with Terracon to update the current SPCC plan for the Shawnee Regional Airport



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

Explore with us

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
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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

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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

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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**



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

Date: August 21, 2023
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a resolution approving and adopting amendments to the 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.

Background: 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. (Federal Aviation Administration Advisory Circular 150/5190-7e)

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) were initially adopted by the Shawnee Airport Authority in July 2000, amended and reissued in May 2019.

During their regular meeting in January 2023, the Airport Advisory Board (AAB) authorized staff to publish draft revisions to the Minimum Standards. The revised draft and request for comments from the public was published on the Shawnee Regional Airport (SNL) and City of Shawnee websites and emailed to all current tenants of SNL. In addition to the publication and solicitation of comments via email, the AAB held a public hearing at the February 15, 2023, Regular Meeting. Staff received one comment on the proposed draft in the form of a correction to duplicative language.

Following the publication and public hearing, the AAB voted to recommend the Shawnee Airport Authority adopt a resolution to amend and reissue the Minimum Standards to include the following additional defined terms, amending allowable lease terms and include standards for certain Commercial Air Service Operations.

Proposed additional definitions:

“Code of Federal Regulations (CFR)” shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.

Commuter Operations shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

Limited Scheduled Operations shall mean passenger services provided under either an Air Carrier

Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

On-Demand Operations shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.

United States Code (USC) shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.”

Proposed amendments to allowable lease terms and additional standards for certain commercial operations:

4.3.1. The initial term for land leases entered into for the purpose of capital development may not exceed fifty (50) calendar years. Additional renewal terms may be offered at the discretion of the Shawnee Airport Authority, and in compliance with then current federal and state regulations.

9.5. Commercial Air Service Operations. Any applicant seeking to provide air transportation of persons or property to the general public for hire, on an unscheduled or scheduled basis, conducted Under USC Title 14 Part 135 Certification including Commuter Operations, Limited Scheduled Operations, and On-Demand Operations as defined herein, at the Airport, shall enter into a Commercial Lease Agreement with the Shawnee Airport Authority and provide specific services under the terms and conditions of said agreements to include but not limited to:

9.5.1. Evidence of a valid, current, FAA certificate, with ratings appropriate to and licensing for the services to be offered; and

9.5.2. Own or lease by written agreement at least one certified and airworthy aircraft, completely equipped for flight under instrument conditions meeting all applicable requirements of USC Title 14 Part 135; and

9.5.3. Employ at least one person who holds current FAA commercial pilot licensure, medical certificates, and ratings appropriate for the proposed flight activities. All flight crews shall be properly rated for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews.

9.5.4. Provide sufficient equipment and personnel available to provide services at least five (5) days a week, eight (8) hours per day; provide for “after hours” on-call responses to customer inquiries within two (2) hours of such inquiries.

9.5.5. Provide for qualified support staff and ground crews needed to process cargo, passengers, baggage and arrange for suitable ground transportation for its customers.

9.5.6. Make provisions for the transportation of pilots and passengers to and from the service facilities in compliance with any Airport rules and regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures as may be hereafter

amended.

Financial Impact: None

Attachments: RESOLUTION - Adopting Revised Minimum Standards, Minimum Standards - EXHIBIT A, Minimum Standards - REDLINE EXHIBIT B

Staff Recommendation: Adopt a resolution to amend the Minimum Standards providing for repeal; providing for codification; providing for severability; and setting the effective date

RESOLUTION NO. SAA-2023-_____

A RESOLUTION APPROVING AND ADOPTING AMENDMENTS TO THE 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).

WHEREAS, the City Commission adopted an ordinance to amend portions of the Shawnee Municipal Code, Chapter 6 Aviation; on May 6, 2019; and

WHEREAS, the Ordinance requires amendments to the Minimum Standards, and/or general rules applicable to airport operation, aircraft operations and conduct or persons at the airport to be adopted by resolution of the Shawnee Airport Authority upon the recommendation of the Airport Advisory Board; and

WHEREAS, an amended edition of the Minimum Standard, has heretofore been presented to the Shawnee Airport Authority as Exhibit A to this Resolution, and due deliberation had thereon; and

NOW, THEREFORE, BE IT RESOLVED BY THE SHAWNEE AIRPORT AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA:

THAT the 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, now before the said Shawnee Airport Authority for consideration, is hereby adopted, and made effective October 1, 2023.

Passed and approved this 21st day of August 2023.

ED BOLT, MAYOR

ATTEST:
SEAL

LISA LASYONE, CMC, CITY CLERK

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. *Code of Federal Regulations (CFR)*: Shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.
- 3.10. *City Ordinances*: Shall mean the duly adopted and published code of ordinance of the City of Shawnee, Oklahoma.
- 3.11. *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.
- 3.12. *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.

- 3.13. *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.
- 3.14. *Commuter Operations*: Shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.
- 3.15. *FAA*: Shall mean the United States Federal Aviation Administration.
- 3.16. *Federal Regulations*: Shall mean the published Code of Federal Regulations in effect in all respects.
- 3.17. *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.
- 3.18. *Independent Operator Agreement*: Shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.
- 3.19. *Independent Operator*: Shall mean A commercial operator offering a single aeronautical service but without an established place of business on the airport.
- 3.20. *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.
- 3.21. *Limited Scheduled Operations*: Shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

- 3.22. *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.
- 3.23. *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.
- 3.24. *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.
- 3.25. *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.
- 3.26. *OAC:* Shall mean the Oklahoma Aeronautics Commission.
- 3.27. *On-Demand Operations:* Shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.
- 3.28. *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.
- 3.29. *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.

- 3.30. *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.
- 3.31. *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.
- 3.32. *State Regulations*: Shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.
- 3.33. *United States Code (USC)*: Shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.
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. The initial term for land leases entered into for the purpose of capital development may not exceed fifty (50) calendar years. Additional renewal terms may be offered at the discretion of the Shawnee Airport Authority, and in compliance with then current federal and state regulations.
 - 4.3.2. Building improvements shall occupy at least 6% of the gross area leased, and building improvements and paved parking areas together shall occupy at least 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 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 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. Commercial Air Service Operations. Any applicant seeking to provide air transportation of persons or property to the general public for hire, on an unscheduled or scheduled basis, conducted Under USC Title 14 Part 135 Certification including Commuter Operations, Limited Scheduled Operations, and On-Demand Operations as defined herein, at the Airport, shall enter into a Commercial Lease Agreement with the Shawnee Airport Authority and provide specific services under the terms and conditions of said agreements to include but not limited to:
 - 9.5.1. Evidence of a valid, current, FAA certificate, with ratings appropriate to and licensing for the services to be offered; and
 - 9.5.2. Own or lease by written agreement at least one certified and airworthy aircraft, completely equipped for flight under instrument conditions meeting all applicable requirements of USC Title 14 Part 135; and
 - 9.5.3. Employ at least one person who holds current FAA commercial pilot licensure, medical certificates, and ratings appropriate for the proposed flight activities. All flight crews shall be properly rated for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews.
 - 9.5.4. Provide sufficient equipment and personnel available to provide services at least five (5) days a week, eight (8) hours per day; provide for “after hours” on-call responses to customer inquiries within two (2) hours of such inquiries.

- 9.5.5. Provide for qualified support staff and ground crews needed to process cargo, passengers, baggage and arrange for suitable ground transportation for its customers.
- 9.5.6. Make provisions for the transportation of pilots and passengers to and from the service facilities in compliance with any Airport rules and regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures as may be hereafter amended.
- 9.6. 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:
 - 9.6.1. 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.
 - 9.6.2. The operator shall have available properly certificated crew/aircraft suitably equipped for the agricultural operation undertaken.
 - 9.6.3. 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.
- 9.7. 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:
 - 9.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.7.2. At least one properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.7.3. At least one 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.
 - 9.7.4. Space appropriate for the purpose of providing instruction, assessment and training for the services advertised.

- 9.7.5. Written materials and audio-visual aids necessary to provide instructions.
- 9.7.6. 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.
- 9.7.7. Independent Operators shall provide or procure:
 - 9.7.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.7.7.2. At least one properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.7.7.3. 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.
- 9.8. 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 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 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 1,000 square foot 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 (1,000 SQFT) will be leased at the rate of 50% of the current per square foot rate for a Standard T-Hangar.
 - 11.2.3. Large Long-Term Tie-Down Spaces (1,500 SQFT), will be leased at the rate of 75% of the current per square foot rate for a Standard T- Hangar.
 - 11.2.4. Standard Bulk Hangar Space (1,000 SQFT) will be leased at 85% of the current per square foot rate for Standard T- Hangars.

- 11.2.5. Large Bulk Hangar Spaces, (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, (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 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 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.
 - 12.8.2. 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~~23~~.

THE HONORABLE
ED BOLT

MAYOR
CITY OF SHAWNEE,
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CHAIRMAN
SHAWNEE AIRPORT
AUTHORITY

ATTEST
(SEAL)

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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. *Code of Federal Regulations (CFR)*: Shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.
- 3.10. *City Ordinances*: Shall mean the duly adopted and published code of ordinance of the City of Shawnee, Oklahoma.
- 3.11. *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.
- 3.12. *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.

- 3.13. *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.
- 3.14. *Commuter Operations*: Shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.
- 3.15. *FAA*: Shall mean the United States Federal Aviation Administration.
- 3.16. *Federal Regulations*: Shall mean the published Code of Federal Regulations in effect in all respects.
- 3.17. *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.
- 3.18. *Independent Operator Agreement*: Shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.
- 3.19. *Independent Operator*: Shall mean A commercial operator offering a single aeronautical service but without an established place of business on the airport.
- 3.20. *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.
- 3.21. *Limited Scheduled Operations*: Shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

- 3.22. *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.
- 3.23. *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.
- 3.24. *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.
- 3.25. *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.
- 3.26. *OAC:* Shall mean the Oklahoma Aeronautics Commission.
- 3.27. *On-Demand Operations:* Shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.
- 3.28. *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.
- 3.29. *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.

- 3.30. *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.
- 3.31. *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.
- 3.32. *State Regulations*: Shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.
- 3.33. *United States Code (USC)*: Shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.
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. The initial term for land leases entered into for the purpose of capital development may not exceed fifty (50) calendar years. Additional renewal terms may be offered at the discretion of the Shawnee Airport Authority, and in compliance with then current federal and state regulations.
 - 4.3.2. Building improvements shall occupy at least 6% of the gross area leased, and building improvements and paved parking areas together shall occupy at least 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 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 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. Commercial Air Service Operations. Any applicant seeking to provide air transportation of persons or property to the general public for hire, on an unscheduled or scheduled basis, conducted Under USC Title 14 Part 135 Certification including Commuter Operations, Limited Scheduled Operations, and On-Demand Operations as defined herein, at the Airport, shall enter into a Commercial Lease Agreement with the Shawnee Airport Authority and provide specific services under the terms and conditions of said agreements to include but not limited to:
 - 9.5.1. Evidence of a valid, current, FAA certificate, with ratings appropriate to and licensing for the services to be offered; and
 - 9.5.2. Own or lease by written agreement at least one certified and airworthy aircraft, completely equipped for flight under instrument conditions meeting all applicable requirements of USC Title 14 Part 135; and
 - 9.5.3. Employ at least one person who holds current FAA commercial pilot licensure, medical certificates, and ratings appropriate for the proposed flight activities. All flight crews shall be properly rated for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews.
 - 9.5.4. Provide sufficient equipment and personnel available to provide services at least five (5) days a week, eight (8) hours per day; provide for “after hours” on-call responses to customer inquiries within two (2) hours of such inquiries.

- 9.5.5. Provide for qualified support staff and ground crews needed to process cargo, passengers, baggage and arrange for suitable ground transportation for its customers.
- 9.5.6. Make provisions for the transportation of pilots and passengers to and from the service facilities in compliance with any Airport rules and regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures as may be hereafter amended.
- 9.6. 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:
 - 9.6.1. 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.
 - 9.6.2. The operator shall have available properly certificated crew/aircraft suitably equipped for the agricultural operation undertaken.
 - 9.6.3. 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.
- 9.7. 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:
 - 9.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.7.2. At least one properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.7.3. At least one 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.
 - 9.7.4. Space appropriate for the purpose of providing instruction, assessment and training for the services advertised.

- 9.7.5. Written materials and audio-visual aids necessary to provide instructions.
- 9.7.6. 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.
- 9.7.7. Independent Operators shall provide or procure:
 - 9.7.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.7.7.2. At least one properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.7.7.3. 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.
- 9.8. 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 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 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 1,000 square foot 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 (1,000 SQFT) will be leased at the rate of 50% of the current per square foot rate for a Standard T-Hangar.
 - 11.2.3. Large Long-Term Tie-Down Spaces (1,500 SQFT), will be leased at the rate of 75% of the current per square foot rate for a Standard T- Hangar.
 - 11.2.4. Standard Bulk Hangar Space (1,000 SQFT) will be leased at 85% of the current per square foot rate for Standard T- Hangars.

- 11.2.5. Large Bulk Hangar Spaces, (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, (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 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 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.
 - 12.8.2. 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 _____, 2023.

THE HONORABLE
ED BOLT

MAYOR
CITY OF SHAWNEE,
OKLAHOMA

CHAIRMAN
SHAWNEE AIRPORT
AUTHORITY

ATTEST
(SEAL)

LISA LASYONE, CMC
CITY CLERK
CITY OF SHAWNEE, OKLAHOMA

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. *Code of Federal Regulations (CFR)*: Shall mean the compilation of administrative laws governing federal regulatory agency practice and procedures.
- 3.10. *City Ordinances*: Shall mean the duly adopted and published code of ordinance of the City of Shawnee, Oklahoma.
- 3.11. *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.
- 3.12. *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.

- 3.13. *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.
- 3.14. *Commuter Operations*: Shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.
- 3.15. *FAA*: Shall mean the United States Federal Aviation Administration.
- 3.16. *Federal Regulations*: Shall mean the published Code of Federal Regulations in effect in all respects.
- 3.17. *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.
- 3.18. *Independent Operator Agreement*: Shall mean an agreement designed for business purposes to support the provision of goods and services for compensation.
- 3.19. *Independent Operator*: Shall mean A commercial operator offering a single aeronautical service but without an established place of business on the airport.
- 3.20. *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.
- 3.21. *Limited Scheduled Operations*: Shall mean passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, providing less than five round trips per week on at least one route between two or more points according to a published flight schedule utilizing an aircraft with a passenger seating configuration of nine (9) seats or less.

- 3.22. *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.
- 3.23. *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.
- 3.24. *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.
- 3.25. *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.
- 3.26. *OAC:* Shall mean the Oklahoma Aeronautics Commission.
- 3.27. *On-Demand Operations:* Shall mean cargo and/or passenger services provided under either an Air Carrier Certificate or Operating Certificate issued and regulated by the Federal Aviation Administration under United States Code Title 14 Part 135, and United States Code Title 49 SUBTITLE VII PART A subpart ii CHAPTER 411 § 41104 - Additional limitations and requirements of charter air carriers, utilizing aircraft with a passenger seating configuration of thirty (30) seats or less, with a maximum payload capacity of seven thousand five hundred (7,500) pounds.
- 3.28. *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.
- 3.29. *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.
- 3.30. *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.

- 3.31. *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.
- 3.32. *State Regulations*: Shall mean the published code of statutes and regulations of the State of Oklahoma in effect in all respects.
- 3.33. *United States Code (USC)*: Shall mean the comprehensive body of laws, both general and permanent, passed by the United States Congress, and enacted into law.
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. The initial term for land leases entered into for the purpose of capital development may not exceed fifty (50) calendar years. Additional renewal terms may be offered at the discretion of the Shawnee Airport Authority, and in compliance with then current federal and state regulations.
 - 4.3.2. Building improvements shall occupy at least 6% of the gross area leased, and building improvements and paved parking areas together shall occupy at least 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 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 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. Commercial Air Service Operations. Any applicant seeking to provide air transportation of persons or property to the general public for hire, on an unscheduled or scheduled basis, conducted Under USC Title 14 Part 135 Certification including Commuter Operations, Limited Scheduled Operations, and On-Demand Operations as defined herein, at the Airport, shall enter into a Commercial Lease Agreement with the Shawnee Airport Authority and provide specific services under the terms and conditions of said agreements to include but not limited to:
- 9.5.1. Evidence of a valid, current, FAA certificate, with ratings appropriate to and licensing for the services to be offered; and
 - 9.5.2. Own or lease by written agreement at least one certified and airworthy aircraft, completely equipped for flight under instrument conditions meeting all applicable requirements of USC Title 14 Part 135; and
 - 9.5.3. Employ at least one person who holds current FAA commercial pilot licensure, medical certificates, and ratings appropriate for the proposed flight activities. All flight crews shall be properly rated for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews.
 - 9.5.4. Provide sufficient equipment and personnel available to provide services at least five (5) days a week, eight (8) hours per day; provide for “after hours” on-call responses to customer inquiries within two (2) hours of such inquiries.
 - 9.5.5. Provide for qualified support staff and ground crews needed to process cargo, passengers, baggage and arrange for suitable ground transportation for its customers.
 - 9.5.6. Make provisions for the transportation of pilots and passengers to and from the service facilities in compliance with any Airport rules and

regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures as may be hereafter amended.

- 9.6. 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:
 - 9.6.1. 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.
 - 9.6.2. The operator shall have available properly certificated crew/aircraft suitably equipped for the agricultural operation undertaken.
 - 9.6.3. 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 disbursement of chemicals by wind to other operational areas on the Airport.
- 9.7. 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:
 - 9.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.7.2. At least one properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.7.3. At least one 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.
 - 9.7.4. Space appropriate for the purpose of providing instruction, assessment and training for the services advertised.
 - 9.7.5. Written materials and audio-visual aids necessary to provide instructions.
 - 9.7.6. 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.

- 9.7.7. Independent Operators shall provide or procure:
- 9.7.7.1. Evidence of licensure required by the Federal Aviation Administration or other regulatory agencies required to provide the services.
 - 9.7.7.2. At least one properly certified instructor, providing instructions sufficient to meet regulatory standards and any requirements imposed by liability insurance providers.
 - 9.7.7.3. 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.

- 9.8. 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 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 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 1,000 square foot 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 (1,000 SQFT) will be leased at the rate of 50% of the current per square foot rate for a Standard T-Hangar.
 - 11.2.3. Large Long-Term Tie-Down Spaces (1,500 SQFT), will be leased at the rate of 75% of the current per square foot rate for a Standard T- Hangar.
 - 11.2.4. Standard Bulk Hangar Space (1,000 SQFT) will be leased at 85% of the current per square foot rate for Standard T- Hangars.
 - 11.2.5. Large Bulk Hangar Spaces, (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, (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 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 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 _____, 201923.

THE HONORABLE
ED BOLT

MAYOR
CITY OF SHAWNEE,
OKLAHOMA

CHAIRMAN
SHAWNEE AIRPORT
AUTHORITY

ATTEST
(SEAL)

LISA LASYONE, CMC
CITY CLERK
CITY OF SHAWNEE, OKLAHOMA



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: August 21, 2023
To: Shawnee Airport Authority
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of a budget amendment for Fiscal Year 2023–2024 - Shawnee Airport Authority - Fund 511 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.

Background: This fiscal year 2023-2024 budget amendment is to appropriate fund balance related to encumbrances for prior fiscal year goods and services that were not received by June 30, 2023. These items are expected to be received in the current fiscal year and require associated budget appropriation.

Financial Impact: See budget amendment

Attachments: 08-21-2023 - PO Rollover-511

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 Budget Amendment
Shawnee Airport Authority Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
511	5-0120-53030			Repair & Maint - Equipment	26,000.00	4,300.00	30,300.00
511	5-0120-54200			Capital Outlay - Buildings & Improvements	1,143,485.00	7,778.00	1,151,263.00
					-	-	-
					-	-	-
					-	-	-
					1,169,485.00	12,078.00	1,181,563.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY23 Encumbrances for which goods or services will be received or rendered in FY24.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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