

AGENDA
SHAWNEE AIRPORT AUTHORITY
APRIL 15, 2024 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 March 18, 2024 regular meeting.
 - b. Acknowledge the Airport Advisory Board Minutes from the February 21, 2024 regular meeting.
2. Consideration of a Request to Terminate Commercial Non-Aeronautical Use Lease Agreement.
3. Consideration of a request by Gateway to Prevention and Recovery Inc. to enter into a Commercial Non-Aeronautical Land Use Lease Agreement.
4. Consider Bid(s):
 - a. Forage and Hay Harvesting Lease (Award)
5. New Business
6. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, 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

MARCH 18, 2024 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, March 18, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, March 14, 2024 at 6:05 PM. Mayor Bolt presided and 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

Yannah Frazier
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 February 20, 2024 regular meeting.
- b. Acknowledge the Airport Advisory Board Minutes from the December 20, 2023, regular meeting.

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

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

NAY: None

ABSTAIN: None

2. New Business

There was no new business.

3. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding the Shawnee Regional Airport.

A motion was made by Trustee Matthews, seconded by Trustee Engles, to approve an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding the Shawnee Regional Airport. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

TRUSTEES ENTERED INTO EXECUTIVE SESSION AT 8:10 P.M. WITH ALL MEMBERS PRESENT.

TRUSTEES RECONVENED FROM EXECUTIVE SESSION AT 10:05 P.M. WITH ALL MEMBERS PRESENT.

4. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Shawnee Regional Airport.

A motion was made by Trustee Engles, seconded by Trustee Rutherford, to direct Staff to close the north and west ramps pursuant to Federal Aviation

Authority (FAA) requirements, direct Staff to solicit a Request for Proposal for a public private partnership, and to direct Staff to engage in maintenance activities on the south ramp. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

5. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (10:07 p.m.)

ED BOLT, MAYOR
CHAIRMAN

ATTEST:

LISA LASYONE, MMC, CITY CLERK
SECRETARY

AIRPORT ADVISORY BOARD PROCEEDINGS

FEBRUARY 21, 2024 AT 5:30 PM

The Airport Advisory Board of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Recreation Center Craft Room 1, 401 North Bell, Shawnee, Oklahoma on, February 21, 2024, Wednesday, at 5:35 PM, pursuant to notice duly posted as prescribed by law at 1:00 PM, February 16, 2024. Chairman DerSahakian presided and called the meeting to order. Upon roll call, the following members were in attendance.

Harmik DerSahakian

Chairman

Larry Briggs

Board Member

ABSENT

Board Member

Scott Lee

Board Member

Randall Rogers

Board Member

Keith Layne

Board Member

Blake White

Board Member

ABSENT: Colton Crowder

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the December 20, 2023, regular meeting.

The Chairman introduced the item, and requested any comments or questions from the Board. Hearing none, the Chairman called for a motion and a second to accept the minutes as presented.

A motion was made by Mr. White, seconded by Mr. Rogers, to accept the Minutes as presented Motion carried 6-0-0.

AYE: DERSAHAKIAN, BRIGGS, LAYNE, LEE, ROGERS, WHITE

NAY: NONE

ABSTAIN: NONE

2. Citizens Participation

(A three-minute limit per person)

(A twelve-minute limit per topic)

3. Discussion and Consideration of Publication of Competitive Bids to Lease Property for the Purpose of Harvesting Forage and Hay at the Shawnee Regional Airport

The Chairman recognized Mr. Matthew Lovelace, Shawnee Regional Airport, to introduce the item. Mr. Lovelace summarized the item and noted for the Board that the staff had researched similar leases issued by airports in the region for recommended terms and conditions to better define performance requirements of leaseholders. The proposed lease presented as part of the Board package included these revised terms.

A motion was made by Mr. Briggs, seconded by Mr. Rogers to accept the recommendation of staff to publish a request for proposals to lease land for harvesting of forage and hay. Motion carried 6-0-0.

AYE: DERSAHAKIAN, BRIGGS, LAYNE, LEE, ROGERS, WHITE

NAY: NONE

ABSTAIN: NONE

4. Discussion and Consideration of Amendments to Proposed Project Budget

The Chairman called on Ms. Bonnie Wilson, Shawnee Regional Airport to present a recommendation to amend the airport's project budget plan. Ms. Wilson provided a memo and budget materials detailing the proposed changes. The recommendation included removing certain projects from the plan due to damage to the facilities during the April 2023 storm event, and the addition of a request for funds in support of procuring engineering services, upgrading airfield signage systems, and procurement of a new aircraft tug.

A motion was made by Mr. Rogers, seconded by Mr. White, to accept staff recommendations. Motion carried 6-0-0.

AYE: DERSAHAKIAN, BRIGGS, LAYNE, LEE, ROGERS, WHITE

NAY: NONE

ABSTAIN: NONE

5. Project Status Update

The Chairman recognized Mr. Lovelace for a Project Status Update report. Mr. Lovelace provided information on current capital and maintenance projects underway or planned for the airport.

6. Fuel Price Comparison Report

Staff provided a written report on fuel prices in the market area.

7. Fuel Sales Report

Staff provided a written report on fuel sales for the current fiscal year to date.

8. Budget Report

Staff provided a written report on budget performance for the current fiscal year to date.

9. Board Comments

Mr. Rogers noted the upcoming FAAS Team Meeting inviting members to attend and requesting any ideas for future discussions or presentations at these meetings.

10. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:50 p.m.)



HARMIK DERSAHAKIAN
CHAIRMAN

ATTEST:



BONNIE A. WILSON
SECRETARY



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

Date: April 15, 2024
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a Request to Terminate Commercial Non-Aeronautical Use Lease Agreement.

Background: The Shawnee Alano Club, Inc., (Alano Club) currently leases fifteen thousand (15,000) square feet of land, located at 1827 North Airport Drive, Shawnee, OK 74804. The current lease agreement will expire June 30, 2027. The Alano Club is requesting authorization to terminate their lease agreement prior to the expiration date.

Financial Impact: None. The lease will be offered to Gateway to Recovery, Inc., at the same rental rate, under the same terms, as the current agreement.

Attachments: Request for Transfer of Lease - Termination

Staff Recommendation: Authorize the City Manager to approve the requested termination of the lease agreement

March 7, 2024

Via Electronic and Regular Mail
Shawnee Airport Advisory Board
Attn: Bonnie A. Wilson, CM, Airport Manager
2202 Airport Drive
Shawnee, OK 74804
Bonnie.Wilson@shawneeok.org

Re. Request for Transfer of Lease

To the Board:

Shawnee Alano Club, Inc., an Oklahoma not for profit corporation, (Alano) hereby requests transfer of its lease over the property located at 1827 Airport Road, Shawnee, OK 74804 to Gateway to Prevention and Recovery, Inc., an Oklahoma not for profit corporation, 36609 W. 45h St., Shawnee, OK 74804 (Gateway).

Gateway will continue to utilize the property as Alano has – to sublease to Group(s) of Alcoholics Anonymous to promote Group members' health, recovery, and wellness.

Please let us know if you have any questions or require any further information.

Thank you,



Mark Finley
Shawnee Alano Club, Inc.



Jon Greenwood, CEO
Gateway to Prevention and Recovery, Inc.



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

Date: April 15, 2024
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a request by Gateway to Prevention and Recovery Inc. to enter into a Commercial Non-Aeronautical Land Use Lease Agreement.

Background: Gateway to Recovery, Inc. has expressed the desire to enter into a Non-Aeronautical User Lease agreement with the Shawnee Airport Authority for the property located at 1827 North Airport Drive. Gateway wishes to utilize the building to provide the services currently offered by the Free Life Group, also known as the Shawnee Alano Club.

The initial term of this agreement will be for a period of five (5) calendar years with the option to renew for an additional, successive five (5) calendar years beginning on the date of execution of the agreement, if authorized.

Financial Impact: The lease will be offered to Gateway to Recovery, Inc., at the same rental rate, under the same terms, as the current agreement; Lessee will pay six hundred forty-two dollars (\$642) per year with annual adjustment of the lease rate, based on the rate of inflation for the prior calendar year, as established by the Consumer Price Index for all goods and services.

Attachments: Request for Transfer of Lease - Termination, Non Aero Lease - Gateway - 1827 N Airport Drive

Staff Recommendation: Authorize the execution of the agreement by the City Manager

March 7, 2024

Via Electronic and Regular Mail
Shawnee Airport Advisory Board
Attn: Bonnie A. Wilson, CM, Airport Manager
2202 Airport Drive
Shawnee, OK 74804
Bonnie.Wilson@shawneeok.org

Re. Request for Transfer of Lease

To the Board:

Shawnee Alano Club, Inc., an Oklahoma not for profit corporation, (Alano) hereby requests transfer of its lease over the property located at 1827 Airport Road, Shawnee, OK 74804 to Gateway to Prevention and Recovery, Inc., an Oklahoma not for profit corporation, 36609 W. 45h St., Shawnee, OK 74804 (Gateway).

Gateway will continue to utilize the property as Alano has – to sublease to Group(s) of Alcoholics Anonymous to promote Group members' health, recovery, and wellness.

Please let us know if you have any questions or require any further information.

Thank you,



Mark Finley
Shawnee Alano Club, Inc.



Jon Greenwood, CEO
Gateway to Prevention and Recovery, Inc.

**SHAWNEE AIRPORT AUTHORITY
COMMERCIAL NON
AERONAUTICAL USE
LEASE AGREEMENT**

This Agreement ("Agreement") is entered into between the Shawnee Airport Authority, the City of Shawnee Oklahoma, a municipal corporation and together hereinafter called the Lessor, and Gateway to Recovery, Inc., an Oklahoma not-for-profit corporation, hereinafter called the Lessee.

WHEREAS the Lessor is the owner of public property commonly known as the Shawnee Regional Airport (SNL), and desires to lease approximately fifteen thousand square feet more or less of improved and unimproved real property, within the property boundaries of SNL, generally located at 1827 North Airport Drive, hereinafter referred to as the "Property", in the City of Shawnee, Pottawatomie County, State of Oklahoma, more particularly described in Exhibit 1 to this Agreement; and

WHEREAS it is the Lessor, and the Lessee are mutually desirous of entering into an Agreement for the use of the Property,

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the Lessor and Lessee agree as follows:

1. Term. The Initial Term of this Agreement shall be for a period of five (5) calendar years, commencing on May 1, 2024, and expiring on April 30, 2029, unless sooner terminated in accordance with the provisions of this Agreement.
 - 1.1. After the initial term, the Lessee may renew the lease for an additional, successive five (5) calendar years at the sole option of the Lessor under the following conditions:
 - 1.1.1. Lessee must be in compliance with all the terms and conditions of the Lease as provided herein; and
 - 1.1.2. Lessee must provide written notice to the Lessor of a desire for additional term, within ninety (90) calendar days of the expiration date of the original term.
2. Leased Premises. The Leased Premises shown on Exhibit 1, attached hereto and made a part hereof consists of:
 - 2.1. Improved real property measuring fifteen thousand (15,000) square of land feet more or less, located at 1827 North Airport Drive, Shawnee, OK 74804.
3. Use of the Leased Premises by Lessee. The Lessee shall use the Leased Premises for the following purposes and for no other purpose whatsoever:
 - 3.1. Conducting business operations of the Lessor's organization, and or
 - 3.2. The conduct of business operations of Free Life Group, through a written sub-lease agreement, and or

- 3.3. The conduct of business operations by any other sub-leasing entities explicitly authorized, in writing by the Shawnee Airport Authority per numerical paragraph, 10. Assignment and Sublease of this Agreement.
- 3.4. Lessee agrees and acknowledges that all of its activities and operations, and the activities and operations of any third-party with whom it has entered any sublease shall be conducted in compliance with the terms and conditions of this Agreement, and to timely provide the Airport Manager with written copies of each third-party agreement entered into for the purpose of conducting business on or about the Leased Premises.
4. Access to and Use of the Leased Premises by Lessor. It is agreed that the Property is to be used by the Lessee solely for the purposes described in numerical Section 3 of this Agreement.
5. Rental. The Lessee agrees to pay as rental for the use of the Leased Premises and the privileges herein granted the sum of six hundred forty-two dollars (\$642) per year, due on or before the first day of the Initial Term of this Agreement.
 - 5.1. Rent thereafter shall be due and payable on the first day of the first month of each calendar year of the Agreement and shall be deemed late if not received by the tenth (10th) calendar day of that month.
 - 5.2. If any rental payment is not paid on or before the tenth day following first day of the first month of each calendar year of the Agreement, a late payment fee in the amount of one-and one-half percent (1.5%) will be applied to any overdue balances for charges assessed by the Shawnee Airport Authority.
 - 5.3. It is understood and agreed by and between the Lessor and the Lessee that Lessee agrees to maintain a current status on rental payments. Should Lessee fail to do so, and the account becomes sixty (60) business days delinquent, then the Lessor shall give the Lessee written notice, by certified mail, that the account must be brought current within ten (10) business days or said Lease may be terminated at the discretion of the Lessor. Should a second offense of sixty (60) calendar days delinquency occur within the term of this Lease, immediate termination of this Agreement shall result, and renewal options shall be forfeited.
 - 5.4. It is specifically understood and agreed by and between the Lessor and the Lessee that the rental rate for the Leased Premises shall be adjusted from time to time. The rental rate shall be determined by the Lessor based upon the recommendations of the Airport Advisory Board, and approval of the Shawnee Airport Authority.
 - 5.4.1. The Lessee hereby agrees to pay such adjusted rental rate following notice of the adjusted rate from the Lessor.
6. Acceptance, Management and Care of the Leased Premises.
 - 6.1. Lessee warrants that it has inspected the Leased Premises and accepts the Leased Premises "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations and ordinances of the Shawnee Airport Authority and the City

of Shawnee, Oklahoma, and admits its suitability and sufficiency for the uses permitted hereunder.

- 6.2. Lessee shall throughout the term of this Agreement assume the entire responsibility, cost, and expense, for all repair and maintenance, whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance may be ordinary or extraordinary, structural, or otherwise.
- 6.3. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
- 6.4. Provide and maintain on the Leased Premises all safety equipment required by any federal, state, or municipal laws, ordinances, rules, regulations, and requirements.
- 6.5. In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) calendar days after written notice from the Lessor to do any maintenance or repair work required to be done under the provisions of this Lease Agreement, other than preventive maintenance, (b) or within a period of ninety (90) calendar days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Lease Agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Lease Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees, or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Lessor's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.
- 6.6. Plans and specifications for all major repairs, constructions, alterations, modifications, additions, or replacements, hereinafter referred to as Improvements undertaken by the Lessee shall be submitted to and receive the written approval of the Lessor, and no such work shall be commenced until such written approvals are obtained from the Lessor, which approval shall not be unreasonably withheld or delayed. The Lessor shall advise Lessee

within thirty (30) business days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event, it disapproves, stating its reasons, therefore.

- 6.7. If Lessee makes any improvements without Lessor's approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor, cause the same to be changes to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) calendar days or to commence to comply and pursue diligently to completion, Lessor may effect the removal or change and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) business days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.
- 6.8. Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in the Lessor free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the Lessor at the time specified is a part of the consideration for this lease. The City of Shawnee, Oklahoma, the Shawnee Airport Authority, and the Shawnee Regional Airport shall not be liable to Lessee or Lessee's contractors or sublessee for the value of any improvements constructed or located on the Leased Premises.

7. Additional Obligations of Lessee

- 7.1. Lessee shall conduct its operations hereunder in an orderly and proper manner.
- 7.2. Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Lessor concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.3. Lessee shall comply with all health and safety laws and requirements and any other federal, state, or municipal laws, ordinances, rules, regulations, and requirements applicable to the Leased Premises.
- 7.4. Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 7.5. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, and fire hydrants and hoses, if any, installed or located on the Leased Premises.

- 7.6. Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

8. Ingress and Egress

- 8.1. The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon.
- 8.2. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

9. Liabilities and Indemnities

- 9.1. Lessor shall not in any way be liable for any cost, liability, damage, or injury, including cost of suit and reasonable expenses of legal services, claimed, or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations works, acts or omissions performed on the Leased Premises, by Lessee, its sub lessees or tenants, or their guest or invitees.
- 9.2. Lessee agrees to indemnify, save and hold harmless, the Lessor, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City of Shawnee personnel and Lessor's property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the Lessor. It is specifically agreed, however, that the Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

- 9.3. In addition to Lessee's undertaking, as stated in this numerical Section 9, and as a means of further protecting the Lessor, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule 1 attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Leased Premises to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.
- 9.4. Lessor reserves the right to increase the minimum liability insurance set forth in Schedule 1 when in the Lessor's opinion the risks attendant to Lessee's operations hereunder have increased.
- 9.5. The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.
- 9.6. The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

10. Assignment and Sublease

- 10.1. Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor.
- 10.2. Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the Lessor, shall entitle the Lessor at its option to forthwith cancel this Agreement.
- 10.3. Any assignment of this Agreement approved and ratified by the Lessor shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.
- 10.4. Subject to all of the terms and provisions hereof, Lessee may not sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business

that is in the opinion of the Lessor compatible with Lessee's authorized business, with the express exception that the Parties contemplate that the Lessee will sublease the Leased Premises to the Free Life Group as set forth in Part 3 herein.

11. Non-Discrimination

- 11.1. The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.
- 11.2. In this connection, the Lessor reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Lessor to cease and desist, will constitute a material breach of this Agreement and will entitle the Lessor, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 11.3. The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

12. Governmental Requirements

- 12.1. The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 12.2. The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes, if any, which may be assessed, levied, exacted, or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.
- 12.3. Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated,

Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting therefrom.

13. Rights of Entry Reserved

- 13.1. The City, by its officers, employees, agents, representatives, and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the Lessor, its officers, employees, agents, representatives, and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 13.2. Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Leased Premises otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the Lessor, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 13.3. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, the Lessor or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the Lessor's sole negligence.
- 13.4. At any reasonable time, and from time to time during the ordinary business hours, the Lessor, by its officers, agents, and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

- 13.5. Exercise of any or all of the foregoing rights, by the Lessor, or others under right of the Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

14. Additional Rents and Charges

- 14.1. Except as provided in Section 6.5, in the event Lessee fails within thirty (30) business days after receipt of written notice from Lessor to perform or commence to perform any obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Lessor and Lessor so states in its notice to Lessee, the Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 14.2. If the Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Lessor as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

15. Default.

- 15.1. In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the Lessor shall have the right to terminate this lease upon giving Lessee ten (10) business days' notice to cure such default (except as otherwise provided in Section 6.7 above). If Lessee shall not have cured its default within said ten (10) business day period to the satisfaction of the Lessor, then the Lessor may declare this Lease and Lessee's right of use to be terminated, and Lessee shall at once quit the Premises, taking only such personal property or fixtures as the Lessor may authorize to be removed. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and shall be deemed to be given to Lessor in addition to any other and further rights granted to Lessor herein or by law. The failure by the Lessor at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

16. Termination by Lessee

16.1. In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due Lessor under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor thirty (30) business days' advance written notice upon or after the happening of the following events:

16.1.1. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Leased Premises, and which injunction remains in force for a period of at least thirty (30) business days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) business days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

16.1.2. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized business for a continuous period of at least ninety (90) days.

17. Surrender and Right of Re-Entry

Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the Lessor in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the Lessor. Upon such cancellation or termination, the Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) business days after such cancellation or termination, and for which period Lessee will pay to the Lessor current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the Lessor, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the site to the condition above required.

18. Survival of the Obligations of the Lessee.

18.1. In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in numerical Section 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

18.2. The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

18.2.1. The amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the year in which the termination is effective shall be prorated for the part of the year the Agreement remains in effect on the basis of the total days in the year.

18.2.2. An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance, and brokerage fees.

19. Use Subsequent to Cancellation or Termination

19.1. The Lessor, upon termination or cancellation pursuant to numerical Section 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

19.2. Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering, or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

19.3. In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to minimize damages to Lessee under this Section.

20. Limitation of Rights and Privileges Granted

Except the right of Lessee to possession of the Leased Premises, no exclusive rights on the Leased Premises are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

21. Notices

21.1. All notices, consents, and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: City Manager
 P.O. Box 1448
 Shawnee, Oklahoma 74802-1448

AND

To Lessee: Gateway to Prevention and Recovery, Inc.
 33605 W. 45th St.
 Shawnee, OK 74801

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

22. Holding Over

- 22.1. No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of the Lessor and after written notice by Lessor to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 22.2. Any holding over by Lessee beyond the thirty (30) day period permitted for removal of personal property and fixtures without the written consent of the Lessor shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.
- 22.3. All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

23. Invalid Provisions

- 23.1. The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

24. Miscellaneous Provisions

- 24.1. Remedies to be Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.
- 24.2. Non-Waiver of Rights. The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.
- 24.3. Force Majeure. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.
- 24.4. Non-Liability of Individuals. No director, officer, agent, or employee of Lessor shall be charged personally or held contractually liable by or to the other party under any term or

provision of this Agreement or of a supplement, modification, or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

24.5. Quiet Enjoyment. The Lessor covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold, and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

25. General Provisions.

25.1. Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

25.2. This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.

25.3. This Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors, and assigns, and is not made for the benefit of any third party.

25.4. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

25.5. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.

25.6. The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

25.7. Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

26. Subordination Clauses

26.1. This Agreement is subject and subordinate to the following:

26.1.1. Lessor reserves the right to develop and improve the Leased Premises as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27. Entire Agreement

27.1. The Agreement consists of Sections 1 to 27, and inclusive of Exhibit 1 and Schedule 1.

27.2. It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Lessor and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing in this Agreement of Lease.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

BY: _____

ANDREA WECKMUELLER-BEHRINGER AICP, GISP, RAS
CITY MANAGER

ATTESTED:

LISA LASYONE, CMC
CITY CLERK
CITY OF SHAWNEE, OKLAHOMA

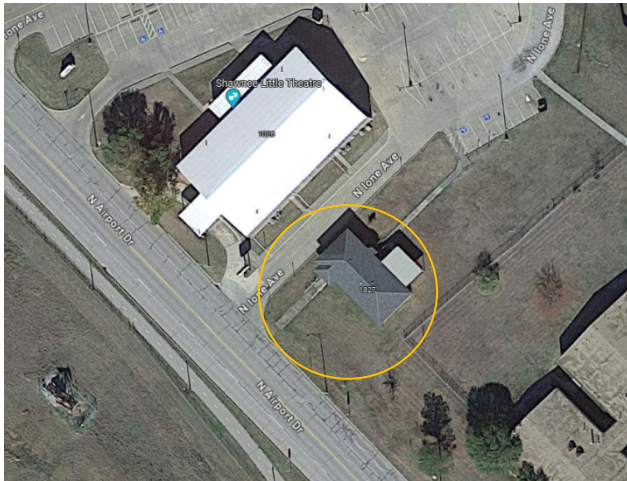
GATEWAY TO PREVENTION AND RECOVERY, INC.

By: _____

JON GREENWOOD, CHIEF EXECUTIVE OFFICER

Exhibit 1
Leased Premises

Beginning N44 46' W a distance of 550 feet from a point which is 164 feet north and 66.5 feet east of the Northwest corner of the SE/4 of the SE/4 of Section 12, T10N, R3E, I.M., Pottawatomie County, Oklahoma. Thence N45 14'E a distance of 150 feet; thence N44 46'W a distance of 100 feet; thence S45 14'W a distance of 150 feet; thence S44 46'E a distance of 100 feet to the point of beginning. Containing 0.34 acres, more or less.



Schedule 1
Insurance Requirements

1. The Lessee shall maintain during the life of this contract, such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the contract; and the amount of insurance shall be as follows:
 - 1.1. Comprehensive Public Liability Insurance including, but not limited to product liability:
 - 1.1.1. Bodily Injury – Each Person \$125,000.00
 - 1.1.2. Bodily Injury – Each Accident \$1,000,000.00
 - 1.1.3. Property Damage – Each Person \$50,000.00
 - 1.1.4. Property Damage – Each Accident \$1,000,000.00
2. The policies of insurance shall be executed by insurance of indemnity carriers authorized to do business in the State of Oklahoma and said insurance shall name the City of Shawnee, Oklahoma, and the Shawnee Regional Airport as co-insured.
3. The Lessee shall furnish the Lessor with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the Lessor within ten (10) business days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.
4. Failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability coverage provided for herein.



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

Date: April 15, 2024
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Forage and Hay Harvesting Lease (Award)

Background: Airport staff solicited sealed bids for a lease to harvest forage and hay at the Shawnee Regional Airport for a period of five calendar years. The Notice to Bidders was published in the Shawnee News Star and the Countywide and Sun newspapers on March 7th and 14th, 2024, and advertised on ShawneeOK.org and ShawneeAirport.com from March 7, 2024, through the Bid Deadline of April 5, 2024.

Staff received requests for bid documents from three entities. One sealed bid was received from Airdale Farms in the amount of \$2,000 per year. Staff reviewed the proposal for completeness and correctness.

Financial Impact: Non-aeronautical Rental Revenue (511-46250) in the amount of \$2,000 annually

Attachments: Hay Lease Bid Documents SNL 24-25

Staff Recommendation: Staff recommends awarding the lease to Airdale Farms for \$2,000 per year, and requests authorization for the City Manager to execute the associated non-aeronautical use agreement

**REQUEST FOR BIDS/INFORMATION FOR BIDDERS FOR
B2024-201 - LEASE OF THE SHAWNEE AIRPORT AUTHORITY PROPERTY
LOCATED AT THE SHAWNEE REGIONAL AIRPORT, 2202 AIRPORT DRIVE,
SHAWNEE, OKLAHOMA
FOR THE PURPOSE OF HARVESTING FORAGE AND HAY**

1. GENERAL INFORMATION FOR BIDDERS

- 1.1. Notice is hereby given that the Shawnee Airport Authority will receive sealed bids at City Hall, Office of the City Clerk, at 16 West 9th Street, Shawnee, OK 74801, up to **3:00 PM, Friday, April 5, 2024**, the “Bid Deadline” for:

B2024-201 - Lease of the Shawnee Airport Authority Property Located at the Shawnee Regional Airport, 2202 Airport Drive, Shawnee, Oklahoma for the Purpose of Harvesting Forage and Hay

- 1.2. All bids received at said time will be opened in the City Hall Commission Chambers, 16 West 9th Street, Shawnee, OK 74801, at **3:15 PM, Friday, April 5, 2024**, and evaluated for completeness and correctness. Any bid received after the Bid Deadline will be returned unopened to the prospective bidder.
- 1.3. The Original Bid shall be filed with the City Clerk of the City of Shawnee, with the following:
- Completed Bid Form, provided as part of the Request for Bids/Information for Bidders.
 - A sworn Non-Collusion Affidavit on the form provided.
 - A sworn Business Relationship Affidavit on the form provided.
 - Letter from insurance carrier of insurability in the type and amount required by the Lease Agreement.
- 1.4. The Shawnee Airport Authority reserves the right to reject any or all bids without assigning a reason thereof and to waive any technicalities in the bid process. No bids may be withdrawn or resubmitted within thirty (30) calendar days after the date set for the opening of the sealed bids.
- 1.5. Instructions to Bidders and Bid documents are available in hard copy at the Shawnee Regional Airport, 2202 Airport Drive, Shawnee, OK 74804, or via email request to COS.AIRPORT@SHAWNEEOK.ORG,
- 1.6. The Shawnee Regional Airport will provide access to the lease area, **by appointment only**, between the dates of **Wednesday, March 20, 2024, and Thursday, March 21, 2024**.

- 1.7. The Bidder must satisfy themselves of the accuracy of the instructions and specifications. Any questions related to the Information for Bidders, or the terms and conditions of the Lease Agreement must be submitted in written form, via hard copy or email, to the Airport Manager at 2202 North Airport Drive, Shawnee, OK 74804, or via email at COS.AIRPORT@SHAWNEEOK.ORG, not later than **5:00 PM Wednesday, March 27, 2024**.
- 1.8. Responses to questions will be provided in the form of an Addendum. No Addendum will be issued after **Monday, April 1, 2024**, with the exception of an Addendum withdrawing the opportunity to submit bids.
- 1.9. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the services to be provided.
- 1.10. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the Bid.
- 1.11. The City reserves the right to waive any informalities or minor defects or reject any and all Bids.

2. BID REQUIREMENTS

- 2.1. An original executed copy of the Bid shall be filed with the City Clerk, City of Shawnee, Oklahoma not later than **3:00 PM, Friday, April 5, 2024**.
- 2.2. Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

“BID - “B2024-201 - Lease of the Shawnee Airport Authority Property Located at the Shawnee Regional Airport, 2202 Airport Drive, Shawnee, Oklahoma for the Purpose of Harvesting Forage and Hay.”

- 2.3. All Bids must be made on the Bid Form provided as part of this Information for Bidders.
- 2.4. The Bid Form must be complete and executed by original signature when submitted.
- 2.5. Only one copy of the Bid form is required in each bid package.
- 2.6. An executed BUSINESS RELATIONSHIP AFFIDAVIT and an executed NON-COLLUSION AFFIDAVIT, on the forms provided as part of this Information for Bidders, must be included in the Bid package.
- 2.7. A letter from an insurance carrier attesting to insurability of the Bidder.

SHAWNEE AIRPORT AUTHORITY BID FORM

BID: B2024-201 - Lease of the Shawnee Airport Authority Property Located at the Shawnee Regional Airport, 2202 Airport Drive, Shawnee, Oklahoma for the Purpose of Harvesting Forage and Hay

BID SUBMITTED TO: Office of The City Clerk
The City of Shawnee
16 West 9th Street
Shawnee, Oklahoma 74801

1. If this Bid is accepted, the undersigned Bidder proposes to supply the services specified in accordance with the terms and conditions of the Lease Agreement provided as an attachment to the Information to Bidders.
2. Bidder accepts all the terms and conditions of the Notice to Bidders and the Lease Agreement.
3. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening.
4. In submitting this Bid, Bidder represents that:

4.1. Bidder has examined copies of all the Bid Documents and of the following Addenda (receipt of all which is hereby acknowledged) (if none, so state)

4.1.1.ADDENDA NUMBER (S): _____

5. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City of Shawnee or the Shawnee Airport Authority.

6. The following documents are attached and made a condition of this Bid:

___ Bid form.
___ Non-collusion Affidavit
___ Business Relationship Affidavit
___ Letter from insurance carrier of insurability in the type and amounts required by the Lease Agreement

4. Bid amount.

Rental fee in the amount of: _____ (\$ _____) dollars and _____ (.) cents, per annum.

5. Identification of Bidder.

BIDDER: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among the Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from submitting a Bid; or with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between the Bidders and any City official concerning exchange of money or other thing of value for special consideration in the awarding of a contract; that the undersigned Bidder has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this Bid.

AFFIANT: _____

Signature

Printed Name

Sworn before me this _____ day of _____, 2024

Notary Public _____

My commission expires _____

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with any party to the prospective contract is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Bidder and any other party to the prospective Lease Agreement is as follows:

Affiant further states that the names of all persons having such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exists, affiant should so state.)

AFFIANT:

Signature

Printed Name

Sworn before me this _____ day of _____ 2024.

Notary Public _____

My commission expires _____

AGRICULTURAL USE
LEASE AGREEMENT

This Agreement ("Agreement") is entered into between the Shawnee Airport Authority, on behalf of the City of Shawnee Oklahoma, a municipal corporation and together hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS the Lessor is the owner of public property commonly known as the Shawnee Regional Airport (SNL), and desires to lease approximately _____(_____) acres of land more or less within the property boundaries of SNL for the purpose of harvesting forage and hay, hereinafter referred to as the "Leased Premises", in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS, it is the Lessor, and the Lessee are mutually desirous of entering into an Agreement for the use of the Leased Premises;

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the Lessor and Lessee agree as follows:

1. Term. The Initial Term of this Agreement shall be for a period of five (5) calendar years, commencing on _____2024 and expiring on _____2029, unless sooner terminated in accordance with the provisions of this Agreement.
2. Leased Premises. The Leased Premises shown on Exhibit 1, attached hereto and made a part hereof consists of:
 - 2.1. Existing land located on the Shawnee Regional Airport, 2202 Airport Drive, Shawnee, Oklahoma, 74804, consisting of approximately two hundred (200) acres of land more or less as further depicted on Exhibit 1 of this Agreement.
3. Use of the Leased Premises by Lessee. The Lessee shall use the Leased Premises for the following purposes and for no other purpose whatsoever.
 - 3.1. Forage and hay harvest only, pursuant to this Agreement, which shall in no way interfere with the primary purpose of the Leased Premises to be utilized as an airport.
4. Access to and Use of the Leased Premises by Lessor. It is agreed that the Leased Premises is to be used by the Lessee solely for the purposes described in numerical Section 3 of this Agreement.
5. Rental. The Lessee agrees to pay as rental for the use of the Leased Premises and the privileges herein granted the sum of _____dollars and _____ cents (\$_____) per year, payable at the Office of the City Clerk or other such location as may from time to time be directed in writing by the Lessor.

6. Acceptance, Management and Care of the Leased Premises.

- 6.1. Lessee warrants that it has inspected the Leased Premises and accepts the Leased Premises “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations and ordinances of the Shawnee Airport Authority and the City of Shawnee, Oklahoma, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the Leased Premises or to any improvements presently located thereon.
 - 6.1.1. Lessor in no way guarantees the amount of forage or hay available for harvest within or upon the leased premises as depicted in Exhibit 1, and Lessor agrees they have determined the likely amount of available forage or hay prior to submitting their Bid and executing this agreement.
- 6.2. Each year of the agreement, not later than the 30th day of June, Lessee shall submit a schedule of proposed harvesting to the Airport Manager.
- 6.3. In addition to the annual schedule required by paragraph 6.2, Lessee must provide the Airport Manager or their designee with Lessee’s schedule for application of fertilizers, herbicides, or other materials, cutting, baling and or other activities utilizing mechanized equipment on the airfield a minimum of twenty-four (24) hours in advance to allow the Airport Manager sufficient time to publish the appropriate notices to airport users.
- 6.4. Harvesting operations may only be conducted during civil daylight hours, and when the Airport’s Automated Weather Observation System (AWOS) indicates visibility greater than one (1) mile.
- 6.5. Farm machinery, equipment or other vehicles will not be allowed to operate during conditions likely to create ruts or furrows.
- 6.6. In Section A of the leased Premises, the Lessee shall harvest the forage or hay on the Leased Premises before the forage or hay reaches two (2) feet in average height.
- 6.7. In Section B of the Leased Premises, the Lessee shall harvest the forage or hay on the Leased Premises before the forage or hay reaches three (3) feet in average height.
- 6.8. Lessor reserves the right to issue a Notice to Mow to the Lessee in the event Lessee fails to maintain the standards established in Sections 6.6 and 6.7. Failure to comply with the Notice to Mow within fifteen (15) calendar days will be considered a material violation of the terms and conditions of this Agreement.
- 6.9. Lessee shall remove baled forage or hay within fifteen (15) calendar days of baling.
 - 6.9.1. No baled forage or hay may be stored after civil sunset within four hundred (400) feet from the center line of the runway, either end of the runway, and/or two hundred-fifty feet from the center line of any taxiway.

- 6.9.2. Lessee may request Lessor grant an extension of time to remove bales based on inclement weather conditions. Such requests must be made in writing to the Manager of the Shawnee Regional Airport. Such an extension will not be unreasonably withheld by the Lessor.
- 6.10. Lessee may store harvesting equipment on the perimeter of the leased premises, in locations approved by the Airport Manager from time to time, during active harvesting operations only.
- 6.11. Lessor shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed on the Leased Premises by the Lessee, its successors and assigns.
- 6.12. The Lessor makes no guarantee on the yield of the quality of the forage or hay produced on the Leased Premises.
- 6.13. The Lessor shall not be responsible for any damage to the Leased Premises due to acts of God.
- 6.14. Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
- 6.14.1. Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon.
- 6.14.2. During active harvest, control loose harvested materials to prevent contamination of paved surfaces, to include confirmation and removal of materials prior to leaving the Leased Premises during harvest activities.
- 6.14.3. Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by Lessee's operations.
- 6.15. In the event Lessee fails: (a) to clean, repair, replace, rebuild or repaint within a period of thirty (30) business days after written notice from the Lessor to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) business days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall

be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Lessor, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees, or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Lessor's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 6.16. If Lessee makes any improvements without Lessor's approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor, cause the same to be changed to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) business days or to commence to comply and pursue diligently to completion, Lessor may affect the removal or change, and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in the making of all improvements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) business days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such improvements.
- 6.17. The Lessor reserves the right to sell/lease some or all of the airport property to another entity for non-agriculture related uses during the term of the lease. Should any such sale/lease occur, the amount of any future lease payments due from Lessee would be reduced proportionately to the amount of land removed from production.

7. Additional Obligations of Lessee

- 7.1. Lessee shall conduct its operations hereunder in an orderly and proper manner.
- 7.2. Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Lessor concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.3. Lessee shall comply with all health and safety laws and requirements and any other federal, state, or municipal laws, ordinances, rules, regulations, and requirements applicable to the Leased Premises.
- 7.4. Lessee shall comply with all written instructions of the Lessor in disposing of its trash and refuse at Lessee's expense and shall use a system of refuse disposal approved by the Lessor. The manner of handling and disposing of trash, garbage and other refuse and the frequency

of removal thereof from the Leased premises shall at all times be subject to the rules, regulations and approval of the Lessor.

- 7.5. Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 7.6. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 7.7. Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

8. Ingress and Egress

- 8.1. The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon.
- 8.2. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

9. Liabilities and Indemnities

- 9.1. Lessor shall not in any way be liable for any cost, liability, damage, or injury, including cost of suit and reasonable expenses of legal services, claimed, or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations works, acts or omissions performed on the Leased Premises, by Lessee, its sub lessees or tenants, or their guest, or invitees.
- 9.2. Lessee agrees to indemnify, save and hold harmless, the Lessor, (its officers, agents, servants, and employees) of and from any and all costs, liability, damage, and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City of Shawnee personnel and Lessor's property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees, or tenants. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which

Lessee herein agrees to indemnify and hold the Lessor harmless, the Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the Lessor. It is specifically agreed, however, that the Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

- 9.3. In addition to Lessee's undertaking, as stated in this numerical Section 9, and as a means of further protecting the Lessor, its officers, agents, servants, and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule 1 attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Leased Premises to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.
- 9.4. Lessor reserves the right to increase the minimum liability insurance set forth in Schedule 1 when in the Lessor's opinion the risks attendant to Lessee's operations hereunder have increased.
- 9.5. The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents, and representatives free and harmless of and from any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.
- 9.6. The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

10. Assignment and Sublease

- 10.1. Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor.
- 10.2. Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the Lessor, shall entitle the Lessor at its option to forthwith cancel this Agreement.
- 10.3. Any assignment of this Agreement approved and ratified by the Lessor shall be on the condition that the assignee accepts and agrees to all of the terms, conditions, and provisions

of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

- 10.4. Subject to all of the terms, and provisions hereof, Lessee may not sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the Lessor compatible with Lessee's authorized business.

11. Non-Discrimination

- 11.1. The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.
- 11.2. In this connection, the Lessor reserves the right to take whatever action it might be entitled to by law to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Lessor to cease and desist, will constitute a material breach of this Agreement and will entitle the Lessor, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 11.3. The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

12. Governmental Requirements

- 12.1. The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 12.2. The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes, if any, which may be assessed, levied, exacted, or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.
- 12.3. Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the lease. If any

real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from.

13. Rights of Entry Reserved

- 13.1. The City, by its officers, employees, agents, representatives, and contractors shall have the right at all reasonable times to enter upon the Leased Premises, for any and all purposes, provided, such action by the Lessor, its officers, employees, agents, representatives, and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 13.2. Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee, to maintain existing and future utility, mechanical, electrical, and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements, or alterations thereto, as may, in the opinion of the Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in, or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Leased Premises otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration, or new construction, the Lessor, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace, or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 13.3. In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents, or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, the Lessor or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the Lessor's sole negligence.
- 13.4. At any reasonable time, and from time to time during the ordinary business hours, the Lessor, by its officers, agents, and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

- 13.5. Exercise of any, or all of the foregoing rights, by the Lessor, or others under right of the Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

14. Additional Rents and Charges

- 14.1. Except as provided in Section 6.15, in the event Lessee fails within thirty (30) business days after receipt of written notice from Lessor to perform or commence to perform any obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Lessor and Lessor so states in its notice to Lessee, the Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.
- 14.2. If the Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect, or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Lessor as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each, and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

15. Default.

- 15.1. In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the Lessor shall have the right to terminate this lease upon giving Lessee ten (10) business days' notice to cure such default (except as otherwise provided in Section 6.7 above). If Lessee shall not have cured its default within said ten (10) business day period to the satisfaction of the Lessor, then the Lessor may declare this Lease and Lessee's right of use to be terminated, and Lessee shall at once quit the Premises, taking only such personal property or fixtures as the Lessor may authorize to be removed. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and shall be deemed to be given to Lessor in addition to any other and further rights granted to Lessor herein or by law. The failure by the Lessor at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

16. Termination by Lessee

16.1. In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity, or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due Lessor under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor thirty (30) business days' advance written notice upon or after the happening of the following events:

16.1.1. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Leased Premises, and which injunction remains in force for a period of at least thirty (30) business days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) business days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

16.1.2. The assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized business for a continuous period of at least ninety (90) days.

17. Surrender and Right of Re-Entry

Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the Lessor in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the Lessor. Upon such cancellation or termination, the Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) business days after such cancellation or termination, and for which period Lessee will pay to the Lessor current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the Lessor, Lessee shall have the right to remove its personal property, fixtures, and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the site to the condition above required.

18. Survival of the Obligations of the Lessee.

18.1. In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in numerical Section 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining, or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

18.2. The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

18.2.1. The amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month.

18.2.2. An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance, and brokerage fees.

19. Use Subsequent to Cancellation or Termination

19.1. The Lessor, upon termination or cancellation pursuant to numerical Section 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm, or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

19.2. Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense unless any damage or unauthorized alteration was caused by the Lessee.

20. In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee, or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to minimize damages to Lessee under this Section.

21. Limitation of Rights and Privileges Granted

Except the right of Lessee to possession of the Leased Premises, no exclusive rights on the Leased Premises are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

22. Notices

22.1. All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered, or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: City Manager
P.O. Box 1448
Shawnee, Oklahoma 74802-1448

AND

To Lessee: _____

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

23. Holding Over

23.1. No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of the Lessor and after written notice by Lessor to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

23.2. Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the Lessor shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

23.3. All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

24. Invalid Provisions

24.1. The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

25. Miscellaneous Provisions

25.1. Remedies to be Nonexclusive. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

25.2. Non-Waiver of Rights. The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

25.3. Force Majeure. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

25.4. Non-Liability of Individuals. No director, officer, agent, or employee of Lessor shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of a supplement, modification, or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

25.5. Quiet Enjoyment. The Lessor covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

26. General Provisions.

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

27. Subordination Clauses

- 27.1. This Agreement is subject and subordinate to the following:

27.1.1. Lessor reserves the right to develop and improve the Leased Premises as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

28. Entire Agreement

- 28.1. The Agreement consists of Sections 1 to 27, inclusive, Exhibit 1 and Schedule 1.
- 28.2. It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Lessor and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing in this Agreement of Lease.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

IN WITNESS HEREOF the City of Shawnee, and
_____, by their representatives, set their hands to this
Agreement on the ____ day of ____, 2024.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER | AICP, GISP, RAS

BY: _____

ATTESTED:

LISA LASYONE, CMC
CITY CLERK
CITY OF SHAWNEE, OKLAHOMA

By: _____
LESSEE

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this ____
day of _____, 2024, personally appeared _____, a single person, to me
known to be the identical person who executed the above and foregoing instrument and acknowledged
to me that he executed the same as his own free and voluntary act and deed for the uses and purposes
therein set forth.

NOTARY PUBLIC

Commission No. _____

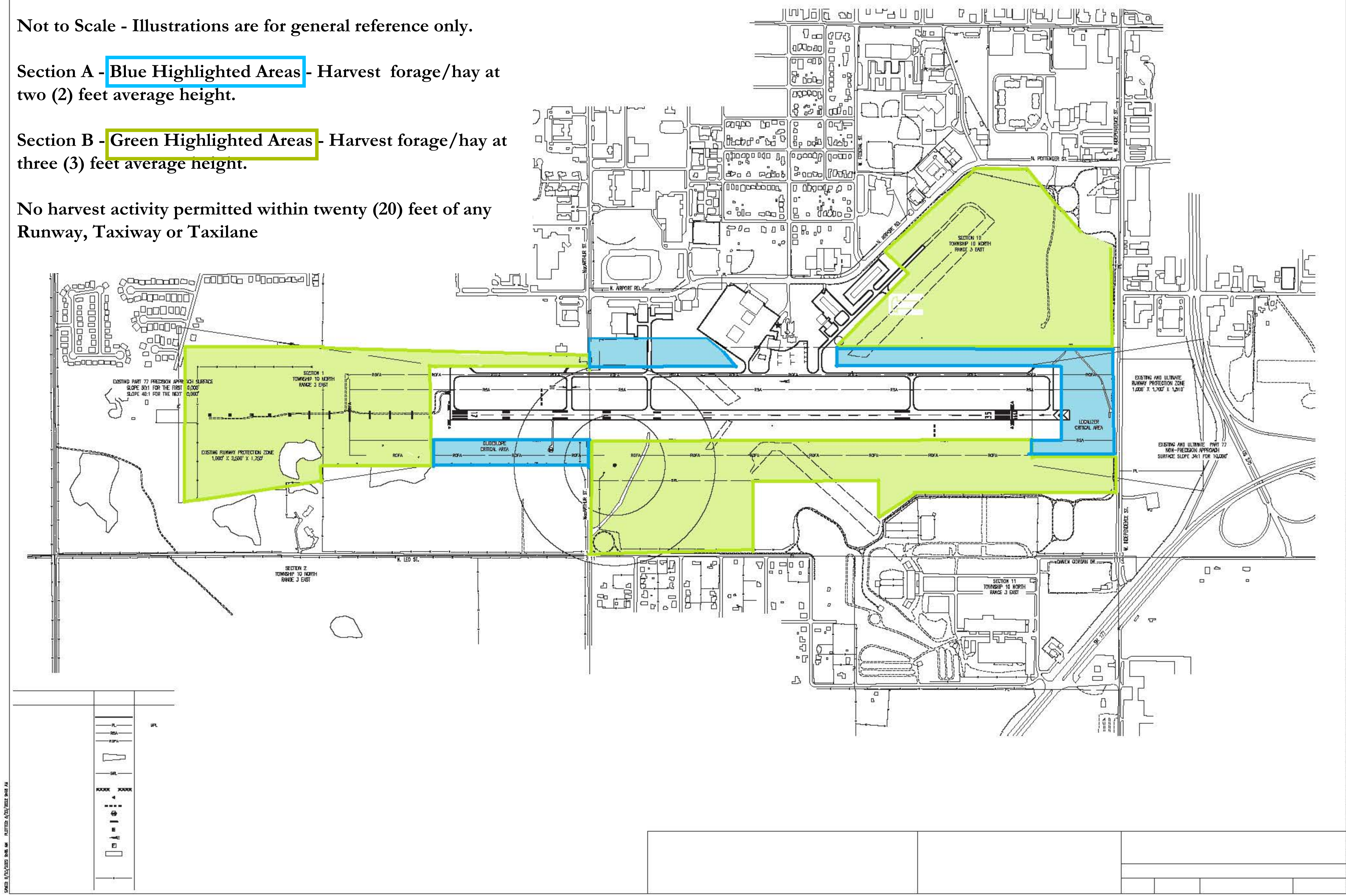
My Commission Expires: _____

Not to Scale - Illustrations are for general reference only.

Section A - **Blue Highlighted Areas** - Harvest forage/hay at two (2) feet average height.

Section B - **Green Highlighted Areas** - Harvest forage/hay at three (3) feet average height.

No harvest activity permitted within twenty (20) feet of any Runway, Taxiway or Taxilane



Schedule I
Insurance Requirements

1. The Lessee shall maintain during the life of this contract, such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the contract; and the amount of insurance shall be as follows:
2. Comprehensive Public Liability Insurance including, but not limited to product liability:
 - Bodily Injury - Each Person \$125,000
 - Bodily Injury- Each Accident \$1,000,000
 - Property Damage -Each Person \$50,000
 - Property Damage - Each Accident \$1,000,000
3. The policies of insurance shall be executed by insurance of indemnity carriers authorized to do business in the State of Oklahoma and said insurance shall name the City of Shawnee, Oklahoma, and the Shawnee Regional Airport as co-insured.
4. The Lessee shall furnish the Lessor with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the Lessor within ten (10) business days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.
5. Failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability coverage provided for herein.