

AGENDA  
SHAWNEE AIRPORT AUTHORITY  
SEPTEMBER 15, 2025 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 August 18, 2025, regular meeting.
  - b. Acknowledge the Schedule of Regular Meetings for 2026 for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.
2. Discussion and consideration of a request for a Commercial Aeronautical Services Agreement with Crosswind Cleaning, LLC d/b/a Sparrowhawk Detailing OKC.
3. New Business
4. 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

AUGUST 18, 2025 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, August 18, 2025, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, August 14, 2025, at 5:32 PM. Chairman Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens  
Chairman/Mayor

Daniel Matthews  
Trustee Ward 1

Greta Madson  
Trustee Ward 2

Chris Odneal  
Trustee Ward 3

Absent  
Trustee Ward 4

Absent  
Trustee Ward 5

Lauren Richter  
Trustee Ward 6

ABSENT: Ashley Fichtner, Mark Sehorn

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

- a. Minutes from the July 14, 2025, regular rescheduled meeting.
- b. Acknowledge the Airport Advisory Board Minutes from the June 10, 2025 Special meeting.
- c. Budget amendment for Fiscal Year 2025 – 2026:
  - Fund 511 - Shawnee Airport Authority - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

A motion was made by Trustee Matthews, seconded by Trustee Richter, to approve Consent Agenda Item Nos. 1(a-c). Motion carried 5-0-0.

AYE: Matthews, Richter, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

2. Consideration of an Intergovernmental Agreement with the Oklahoma Department of Aerospace and Aeronautics for Construction Services to support Capital Improvement Projects identified in the Shawnee Regional Airport Capital Improvement Plan for Fiscal Year 2026.

Airport Manager Bonnie Wilson provided a Staff report. She stated that Staff is requesting execution of an Intergovernmental Agreement with the Oklahoma Department of Aerospace and Aeronautics (ODAA) to authorize ODAA, acting as Agent for the Shawnee Airport Authority (SAA), to award a contract for construction and execute an agreement for engineering services in support of Shawnee Regional Airport Capital Improvement Plan Task Order 1 - Construct a New T-Hangar Taxiway and Rehabilitate the Existing Main Taxiway and Apron.

A motion was made by Trustee Matthews, seconded by Trustee Richter, to approve an Intergovernmental Agreement with the Oklahoma Department of Aerospace and Aeronautics for Construction Services to support Capital Improvement Projects identified in the Shawnee Regional Airport Capital Improvement Plan for Fiscal Year 2026. Motion carried 5-0-0.

AYE: Matthews, Richter, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

3. New Business

There was no new business.

4. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:52 pm)

---

ERIC STEPHENS, MAYOR  
CHAIRMAN

ATTEST:

---

LISA LASYONE, MMC, CITY CLERK  
SECRETARY

**2026 CALENDAR YEAR**

**SCHEDULE OF REGULAR MEETINGS**

**THE BOARD OF CITY COMMISSIONERS,  
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY, AND  
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY**

DATE	TIME	PLACE OF MEETING	
<u>1/20/2026</u>	<u>Tuesday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>2/17/2026</u>	<u>Tuesday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>3/16/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>4/20/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>5/18/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>6/15/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>7/20/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>8/17/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>9/21/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>10/19/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>11/16/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>
<u>12/21/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9<sup>th</sup> Street, Shawnee, OK</u>

NAME: LISA LASYONE, MMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448  
Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 2025.

Signed: \_\_\_\_\_  
Clerk/Deputy Clerk



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

**Date:** September 15, 2025  
**To:** Shawnee Airport Authority  
**From:** Bonnie Wilson, Airport Manager  
**Subject:** Discussion and consideration of a request for a Commercial Aeronautical Services Agreement with Crosswind Cleaning, LLC d/b/a Sparrowhawk Detailing OKC.

**Background:** Crosswind Cleaning, LLC d.b.a. SparrowHawk Detailing - OKC, an Oklahoma limited liability company, has requested the opportunity to provide “mobile” aircraft detailing services, generally classified as Specialized Aviation Service Operations, at the Shawnee Regional Airport (SNL).

SparrowHawk proposes to offer these services to aircraft storage tenants, and/or the commercial maintenance service providers on the airport as a subcontractor within their leaseholds.

The proposed agreement, attached for reference, provides the terms and conditions SparrowHawk must comply with to provide services on airport property. The draft has been reviewed by the City Attorney. A representative of SparrowHawk has also reviewed the draft and is prepared to execute the agreement. It is important to note, due to environmental concerns, and the lack of a fixed location to provide services, “wet washing” of aircraft or any other services that may generate residues or contamination on paved or unpaved surfaces are not authorized. SparrowHawk must also provide insurance policies, naming the Shawnee Airport Authority as an insured party. SparrowHawk’s representative has indicated they are likely to fly to SNL to perform the work, potentially increasing operations and associated fuel sales.

**Financial Impact:** Potential increase in fuel sales from the vendor visiting the airport to provide services to based customers, and or transient customers utilizing SNL to take advantage of the opportunity to have their aircraft detailed while in the area.

**Attachments:** Mobile Service Commercial Agreement - Draft

**Staff Recommendation:** The airport does not currently have vendors offering the type of services contemplated by the agreement. Neither the airport nor the vendor are contemplating any capital improvements to support the proposed services. All economic risk associated with the agreement is with the vendor. Staff and the Airport Advisory Board recommend the Shawnee Airport Authority authorize the Interim City Manager to execute the proposed agreement.

## COMMERCIAL AERONAUTICAL SERVICES AGREEMENT

This Commercial Aeronautical Services Agreement made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Shawnee Airport Authority on behalf of the City of Shawnee, Oklahoma, a Municipal Corporation, together hereinafter called the Authority, and Crosswind Cleaning, LLC d.b.a. SparrowHawk Detailing - OKC, an Oklahoma limited liability company hereinafter called the Specialized Aviation Service Operator or SASO.

WITNESSETH:

WHEREAS, the Authority is the owner of certain real property commonly known as the Shawnee Regional Airport, located within the City of Shawnee, Pottawatomie County, Oklahoma; and

WHEREAS, the Authority and SASO are mutually desirous of entering into an Agreement authorizing the provision of certain services on or within certain areas at the Airport; and

NOW, THEREFORE, in consideration of the terms and conditions, covenants and conditions herein contained, the Authority does hereby grant to the SASO the right to provide certain services at the Airport described in Section 2. AUTHORIZED SERVICES hereof, during the term hereof and pursuant to the conditions hereinafter set forth.

1. TERM. The term of this Agreement shall be for (\_\_\_) calendar years commencing on \_\_\_\_\_ (month/day/year), terminating on \_\_\_\_\_ (month/day/year), unless sooner terminated in accordance with the provisions of this Agreement.
2. AUTHORIZED SERVICES. As a part of the consideration for this Agreement, and in accordance with the Minimum Standards and Rules applicable to the operation and management of the Airport, aircraft operation, and conduct of persons at the Airport, SASO agrees to provide at reasonable rates and without discrimination, the following goods and services to the general public at the Airport:
  - 2.1. Aircraft detailing services.
  - 2.2. Services shall not at any time include “wet washing” of aircraft or any other services that may generate residues or contamination on paved or unpaved surfaces, that could have a negative impact on the environment.

2.3. Under no circumstances will the SASO be authorized to install or construct any improvements or fixed personal property at the Airport. Installation or construction of improvements or fixed personal property will result in immediate termination of the Agreement.

3. NOTICES. 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 Authority: Office of the City Manager  
City of Shawnee Oklahoma  
16 West 9<sup>th</sup> Street  
Shawnee, Oklahoma 74801

AND

To SASO: NAME  
TITLE  
COMPANY NAME  
ADDRESS ONE  
ADDRESS TWO  
CITY, STATE ZIP CODE

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.

4. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR.

4.1. SASO warrants they have inspected the Airport and accept the facility conditions and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of the City of Shawnee, Oklahoma and admits its suitability and sufficiency for the use permitted hereunder.

4.2. Except as may otherwise be provided for herein, the Authority shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Airport or to any of the improvements to accommodate the SASO.

4.3. SASO shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance, whatsoever on the Airport and all improvements thereon in a good workmanlike manner,

whether such repair or maintenance may be ordinary or extraordinary, structural or otherwise required as a direct result of the SASO's activities on the Airport.

- 4.4. SASO shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance, whatsoever to the SASO's equipment, materials or other requirements for the performance of the approved services.
- 4.5. Keep at all times, in a clean and orderly condition and appearance, the areas of the Airport utilized while providing the approved services.
- 4.6. Provide and maintain all safety equipment required by any federal, state or municipal laws, ordinances, rules, regulations and requirements.
- 4.7. Repair any damage caused by SASO to paved or other surfaces of the Airport caused by any oil, gasoline, grease, lubricants or other flammable liquids or substances that have a corrosive or detrimental effect thereon.
- 4.8. In the event SASO 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 Authority to do any maintenance or repair work required to be done under the provisions of this Agreement, (b) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the Authority 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 and repair, replace, rebuild or paint all or any part of the Airport 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 Authority by SASO on demand. Provided, however, if in the opinion of the Authority, the SASO's failure to perform any such maintenance endangers the safety of the public, the employees or property of the Authority or other tenants at the Airport, and the Authority so states same in its notice to SASO, the Authority 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 SASO agrees to pay to the Authority the cost and expense of such performance on demand. Furthermore, should the Authority, its officers, employees or agents undertake any work hereunder, SASO hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the Authority's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the SASO as set forth in this Agreement and shall not impose or be construed to impose upon the Authority any obligations to maintain the Airport, unless specifically stated otherwise herein.

- 4.9. If SASO makes any improvements without Authority's approval, then, upon notice to do so, SASO shall remove the same or at the option of Authority, cause the same to be changes to the satisfaction of Authority. If SASO fails to comply with such notice within thirty (30) calendar days or to commence to comply and pursue diligently to completion, the Authority may affect the removal or change and SASO shall pay the cost thereof to the Authority.
5. SIGNS. SASO shall have the right to install and maintain one or more signs on the Airport in a location(s) designated by the Airport Manager, identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the ordinances of the City of Shawnee, Oklahoma. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the Authority.
6. INGRESS AND EGRESS.
- 6.1. The SASO shall have the right of ingress and egress to and from the Airport by means of runways, roadways, taxilanes, and taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public. The use of any such access routes shall be subject to the Minimum Standards and Rules of the Airport which are now in effect, or which may hereafter be promulgated.
- 6.2. The Authority may, at any time, temporarily or permanently, close or consent to or request the closing of any such access route and any other way at, in or near the Airport presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the SASO.
- 6.3. The SASO hereby releases and discharges the Authority, 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 SASO may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any runways, roadways, taxilanes, taxiway or other area, provided that a reasonable means of access to the Airport remains available to the SASO unless otherwise mandated by safety considerations or lawful exercise of the police power. The SASO shall not do or permit anything to be done which will interfere with the free access and passage of others to the Airport or in any runways, roadways, taxilanes, or taxiways.

7. ASSIGNMENT.

- 7.1. SASO 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 Authority.
- 7.2. Any assignment or transfer of this Agreement, or any rights of SASO hereunder, without the consent of the Authority, shall entitle the Authority at its option to forthwith cancel this Agreement.
- 7.3. Any assignment of this Agreement approved and ratified by the Shawnee Airport Authority shall be on the condition that the assignee accepts and agree to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of SASO hereunder, including but not limited to the payment of all sums due and to become due by SASO under the terms hereof.

8. ADDITIONAL OBLIGATIONS OF SASO.

- 8.1. SASO shall conduct its operations hereunder in an orderly manner. From time to time the Shawnee Airport Authority and or the City of Shawnee, Oklahoma may adopt and enforce Minimum Standards and Rules with respect to the occupancy and use of the Airport. SASO agrees to observe and obey any and all Minimum Standards and Rules, and all other federal, state, and municipal rules, regulations and laws and to require its officers, agents, employees, contractors and suppliers, to observe and obey the same. The Authority reserves the right to deny access to the Airport and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such Minimum Standards and Rules, federal, state or municipal laws, ordinances, rules, regulations and requirements. SASO hereby acknowledges receipt of a current copy of such Minimum Standards and Rules, and further, SASO shall take all reasonable measures:
  - 8.1.1. Not to produce any disturbance that interferes with the operation by the Authority or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.
  - 8.1.2. SASO shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from the Authority concerning the conduct, demeanor of any such person, SASO shall immediately take all lawful steps necessary to remove the cause of the objection.
  - 8.1.3. SASO 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 Airport and the

improvements thereon and their operations at the Airport hereunder.

- 8.1.4. SASO shall comply with all written instructions of the Authority in disposing of its solid waste and refuse at SASO's expense and shall use a system of solid waste disposal approved by the Authority. The manner of handling and disposing of solid waste to include but not limited to trash, garbage and other refuse, and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of the Authority.
- 8.1.5. SASO shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Airport.
- 8.1.6. SASO shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Airport.
- 8.1.7. SASO shall not do, nor permit to be done, any act or thing upon the Airport which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 8.1.8. SASO shall use only a working supply of flammable liquids within any covered or enclosed portion of the Airport. Any other supplies of such liquid shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this numerical Section 8. ADDITIONAL OBLIGATIONS OF SASO, numerical paragraph 8.1.8, shall mean the amount consumed by SASO during any normal workday.
- 8.1.9. Except for services permitted under numerical Section 2. AUTHORIZED SERVICES hereof to be performed by SASO or SASO's agent or approved subcontractor, SASO shall provide prompt written notice to the Authority of any person, firm or corporation performing or providing aeronautical services of any sort, on the Airport for commercial purpose without a valid Commercial Lease Agreement or Independent Operator Agreement or Commercial Aeronautical Services Agreement.

9. LIABILITIES AND INDEMNITIES. The Authority 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 Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by SASO, its employees, subcontractors, or their guests or invitees.
- 9.1. SASO agrees to indemnify, save and hold harmless, the Authority, 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 of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Authority's personnel and Authority's property, directly or indirectly arising from, or resulting from any operations, works, acts or omissions of SASO, its agents, servants, employees, contractor, or subcontractors. Provided, however, that upon the filing with the Authority by anyone of a claim for damages arising out of incidents for which SASO herein agrees to indemnify and hold the Authority harmless, the Authority shall notify SASO of such claim and in the event that SASO does not settle or compromise such claim, then SASO shall undertake the legal defense of such claim both on behalf of SASO and on behalf of the Authority. It is specifically agreed, however, that the Authority at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Authority for any cause for which SASO is liable hereunder shall be conclusive against SASO as to liability and amount upon the expiration of the time for appeal.
- 9.2. In addition to SASO's undertaking, as stated in this numerical Section 9. LIABILITIES AND INDEMNITIES, and as a means of further protecting the Authority, its officers, agents, servants and employees, SASO shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, SASO agrees to require its contractor(s) doing any work on the Airport, to carry adequate insurance coverage, and if SASO so desires, it may accomplish same by an endorsement to SASO's policies to include such persons or parties as additional named insured.

- 9.3. The Authority reserves the right to increase the minimum liability insurance set forth in Schedule A when in the Authority's opinion the risks attendant to SASO's operations hereunder have increased.
- 9.4. The SASO 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 any way connected with this Agreement. The SASO agrees to save and hold the Authority, 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 SASO under or in anywise connected with this Agreement.
- 9.5. The SASO 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 SASO shall indemnify and save harmless the Authority 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 SASO.

#### 10. RIGHTS OF ENTRY PRESERVED.

- 10.1. The Authority, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Airport for any and all purposes, provided, such action by the Authority, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the SASO's provision of services at the Airport.
- 10.2. Without limiting the generality of the foregoing, the Authority, 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 SASO at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to make such repairs, replacements or alterations thereto, as may, in the opinion of the Authority, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Airport such systems or parts thereof and in connection with such maintenance use portions of the Airport for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration, or new construction, the Authority, shall not unreasonably interfere with the SASO's use of the Airport. It is specifically understood and agreed that the reservation of the aforesaid right by the Authority shall not impose or be construed to impose upon the Authority any obligation to repair, replace or alter any utility service lines now or hereafter located on the Airport for the purpose of providing utility services.

- 10.3. In the event that any personal property of SASO shall obstruct the access of the Authority, 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, SASO shall move such property, as directed by the Authority or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If SASO fail to so move such property after direction from Authority or said utility company to do so, the Authority or the utility company may move it, and the SASO hereby agrees to pay the cost of such moving upon demand, and further SASO hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the Authority's sole negligence.
- 10.4. Exercise of any or all of the foregoing rights, by the Authority, or others under right of the Authority, shall not be, nor be construed to be, a termination of this Agreement, nor be made the grounds for any claim or demand for damages, consequential or otherwise.

11. SERVICES TO SASO.

- 11.1. Authority covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public, provided however, that the Shawnee Airport Authority may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Authority further agrees to use its best efforts to maintain the runways, taxilanes and taxiways in good repair. Authority agrees to keep in good repair hard-surfaced public roads for access to the Airport. The Authority also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements in accordance with City Ordinances governing same.

12. LIMITATION OF RIGHTS AND PRIVILEGES GRANTED.

- 12.1. No exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Airport or any part thereof are granted or intended to be granted to the SASO by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

13. DEFAULT.

- 13.1. In the event SASO breaches any term or provision of this Agreement, the Authority shall have the right to terminate this Agreement upon giving SASO ten (10) business days' notice to cure such default, except as otherwise

provided in numerical Section 4. ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR, paragraph 4.8 above. If SASO shall not have cured its default within said ten (10) business day period to the satisfaction of the Authority, then the Authority may declare this Agreement and SASO's authorization to provide services to be terminated, and SASO shall at once quit the Airport, taking only such personalty or fixtures as the Authority may authorize to be removed. The foregoing rights and remedies given to Authority are and shall be deemed to be cumulative and shall be deemed to be given to Authority in addition to any other and further rights granted to Authority herein or by law. The failure by the Authority 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.

#### 14. TERMINATION BY SASO.

14.1. The SASO shall have no absolute right to terminate this Agreement prior to the expiration of the term of the Agreement as provided in numerical Section 1. TERM, above. However, as long as SASO is not in default in payment to the Authority of any amounts due the Authority under this Agreement, SASO may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving the Authority thirty (30) business days' advance written notice upon or after the happening of one of the following events:

14.1.1. Issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Airport, or any part thereof necessary to SASO's business operations on the Airport, 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 SASO; or

14.1.2. 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 SASO from operating its authorized Airport business for a continuous period of at least ninety (90) business days.

#### 15. SURRENDER AND RIGHT OF RE-ENTRY.

15.1. Upon the cancellation or termination of this Agreement pursuant to any terms hereof, SASO agrees peaceably to surrender up their authorization to provide services at the Airport to the Authority, leaving the Airport in the same

condition as at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by SASO; save and except, (i) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (ii) obsolescence in spite of repair, and (iii) damage to or destruction of the Airport improvements for which insurance proceeds are received by the Authority. Upon such cancellation or termination, the Authority pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Authority's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter, not exceeding thirty (30) calendar days after such cancellation or termination, and for which period SASO will pay to the Authority, any fees assessed, or during the term of this Agreement, if SASO is not in default for any charges or obligations due the Authority, SASO shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Airport, provided the removal thereof does not impair, limit or destroy the utility of said Airport or improvements for the purpose for which they were constructed or improved, and provided, further, that SASO repairs all damages that might be occasioned by such removal, and restores the improvement and site to the condition above required.

16. SURVIVAL OF THE OBLIGATIONS OF THE SASO.

16.1. In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided herein, all the obligations of the SASO under this Agreement shall survive such termination, and the amount or amounts of damages or deficiency shall become due and payable to Authority to the same extent, at the same time or times, and in the same manner as if no termination. The Authority 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.

16.1.1. An amount equal to all expenses incurred by the Authority in connection with restoring the Airport, legal expenses including but not limited to attorney's fees, repair and maintenance fees.

17. SUBORDINATION CLAUSES. This Agreement is subject and subordinate to the following:

17.1. The Authority reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of SASO, and without interference or hindrance by or on behalf of SASO, provided, SASO is not deprived of the use of or access to the Airport.

17.2. The Authority reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with

the right to prevent SASO from erecting or permitting any building or other structure to be erected on the Airport which, in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

- 17.3. This Agreement is and shall be subordinate to the provisions of existing and future agreements between the City of Shawnee, Oklahoma, and or the Shawnee Airport Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
  - 17.4. During the time of war or national emergency, the Authority shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement.
  - 17.5. Except to the extent required for the performance of any obligations of SASO hereunder, nothing contained in this Agreement shall grant to the SASO any rights whatsoever in the airspace above the Airport other than those rights where subject to Federal Aviation Administration rules, regulations, and orders currently or subsequently effective.
18. GENERAL PROVISIONS.
- 18.1. SASO shall not use, or permit the use of, the Airport for any purpose or use other than those authorized by this Agreement.
  - 18.2. This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
  - 18.3. This Agreement is made for the sole and exclusive benefit of the Authority and SASO, their successors, and assigns, and is not made for the benefit of any third party
  - 18.4. 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.
  - 18.5. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.
  - 18.6. The titles of the several sections 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.

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

19. ENTIRE AGREEMENT. This Agreement consists of numerical Sections 1. to 19. and all subparagraphs, inclusive. 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 Authority and SASO. The parties agree that no representations or warranties shall be binding upon the Authority or SASO unless expressed in writing in this Agreement. This Agreement shall be binding upon the executors, administrators, and successors of the parties hereto.

[SIGNATURE PAGE TO FOLLOW IMMEDIATELY]

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

AUTHORITY:

THE SHAWNEE AIRPORT AUTHORITY ON BEHALF OF THE  
CITY OF SHAWNEE, OKLAHOMA,  
A Municipal Corporation

By: \_\_\_\_\_

CITY MANAGER

This \_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST:

\_\_\_\_\_  
LISA LASYONE, CMC  
CITY CLERK

SASO:

Printed Name: ALL CAPS SASO REPRESENTATIVE NAME

Signature: \_\_\_\_\_

E-mail: ALL CAPS EMAIL ADDRESS

Address: ALL CAPS STREET ADDRESS  
ALL CAPS CITY, STATE

Telephone:

SCHEDULE A  
INSURANCE COVERAGE REQUIREMENTS

1. Combined Single Limit Injury and Property Damage.  
    \$1,000,000 each occurrence  
    \$100,000 per passenger/per scat bodily injury
2. Comprehensive General Liability and Property Damage.  
    Combined Single Limit Bodily Injury & Property Damage  
    \$1,000,000 each occurrence
3. Product Liability insurance for services provided.
4. Worker's Compensation and Motor Vehicle Operator's insurance as may be required by Oklahoma statute.