

AMENDED

AGENDA
SHAWNEE AIRPORT AUTHORITY
MAY 18, 2026 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 April 20, 2026, regular meeting.
 - b. Authorize the City Manager to Execute Standard Hangar Lease Renewals and New Hangar Leases during Fiscal Year 2026-2027.
 - c. Authorize the City Manager to Execute Commercial Lease Agreement Renewals and Increase Rental Rates for Fiscal Year 2026-2027.
 - d. Approval of a lease agreement between the Shawnee Airport Authority and Enterprise FM Trust to replace vehicles for the Shawnee Regional Airport.
2. Consideration of a resolution authorizing the City Manager to accept grant offers from the United States Department of Transportation Federal Aviation Administration (FAA) for engineering design services in support of the strengthening of Runway 17/35 and Taxiway Systems project at the Shawnee Regional Airport.
3. Consideration of the execution of an Intergovernmental Agreement with the Oklahoma Department of Aerospace and Aeronautics (ODAA) for design services to support capital improvements to the runway and taxiway system at the Shawnee Regional Airport.
4. Consideration of the sale of certain Shawnee Airport Authority real property to the Troy and Dollie Smith Shawnee Family YMCA contingent upon Federal Aviation Administration (FAA) approval.

5. Consideration of a proposal with H.W. Lochner, Inc. for Engineering Design Services in support of a new terminal building at the Shawnee Regional Airport.
 6. Consideration of a proposal with H.W. Lochner, Inc. to provide Engineering Design Services in support of repairs to Hangar #14 at the Shawnee Regional Airport.
 7. Consideration of a proposal with H.W. Lochner, Inc. to provide Engineering Design Services in support of repairs to Hangar #15 at Shawnee Regional Airport.
 8. Consideration of a proposal with H.W. Lochner, Inc. to provide Engineering Design Services in support of repairs to high mast lights on the Aircraft Parking and Fuel Services Ramp at the Shawnee Regional Airport.
 9. Consideration of a resolution declaring certain items of personal property surplus and no longer needed for Shawnee Airport Authority purposes; describing said items; and authorizing disposal at the Shawnee Airport Authority's discretion.
10. New Business
11. 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

APRIL 20, 2026 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, April 20, 2026, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, April 16, 2026, at 4:43 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 Shuler
Trustee Ward 2

Chris Odneal
Trustee Ward 3

Absent
Trustee Ward 4

Mark Sehorn
Trustee Ward 5

Lauren Richter
Trustee Ward 6

ABSENT: Ashley Fichtner

CALL TO ORDER

DECLARATION OF QUORUM

1. Consider approval of Consent Agenda:

a. Minutes from the February 9, 2026, rescheduled regular meeting.

A motion was made by Trustee Matthews, seconded by Trustee Richter, to approve Consent Agenda No. 1(a). Motion carried 6-0-0.

AYE: Matthews, Richter, Shuler, Odneal, Stephens, Sehorn

NAY: None

ABSTAIN: None

2. Discussion and consideration of request for Commercial Aeronautical Services Agreement with Flyasdetailing, LLC, d/b/a Real Clean Aircraft Detailing—OKC.

Airport Manager Bonnie Wilson provided a staff report explaining RealClean Aircraft Detailing - OKC offers mobile aircraft detailing services.

A motion was made by Trustee Matthews, seconded by Chairman Stephens, to

approve the Commercial Aeronautical Services Agreement with Flyasdetailing, LLC, d/b/a Real Clean Aircraft Detailing—OKC. Motion carried 6-0-0.

AYE: Matthews, Stephens, Sehorn, Richter, Shuler, Odneal

NAY: None

ABSTAIN: None

3. Discussion and consideration of Draft Hangar Leasing Policy.

Airport Manager Bonnie Wilson provided a staff report and explained the updates to the Draft Hangar Leasing Policy.

TRUSTEE FICHTNER ARRIVED AT 6:58 P.M.

A motion was made by Trustee Matthews, seconded by Trustee Richter, to approve the Draft Hangar Leasing Policy. Motion carried 7-0-0.

AYE: Matthews, Richter, Shuler, Odneal, Stephens, Fichtner, Sehorn

NAY: None

ABSTAIN: None

TRUSTEE SHULER LEFT THE MEETING AT 6:59 P.M.

4. Discussion and consideration of Fiscal Year 2026-2027 Hangar Rental Rate Recommendation.

Airport Manager Bonnie Wilson provided a staff report and explained the recommendation of the Fiscal Year 2026-2027 hangar rental rates.

A motion was made by Trustee Richter, seconded by Trustee Matthews, to approve the Fiscal Year 2026-2027 Hangar Rental Rate Recommendation. Motion carried 6-0-0.

AYE: Richter, Matthews, Odneal, Stephens, Fichtner, Sehorn

NAY: None

ABSTAIN: None

5. New Business

There was no new business.

6. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:01 p.m.)

ERIC STEPHENS, MAYOR
CHAIRMAN

ATTEST:

KACIE ECK, CMC
SENIOR DEPUTY CITY CLERK
SECRETARY



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Authorize the City Manager to Execute Standard Hangar Lease Renewals and New Hangar Leases during Fiscal Year 2026-2027.

Background: Standard hangar lease agreements expire annually at the end of the fiscal year. An option to renew, including a notice of rental rate increase, is offered to existing tenants, in good standing, annually prior to the commencement of the fiscal year.

Staff is seeking authorization to offer renewal options for standard hangar leases for Fiscal Year 2027, at the lease rates approved by the Shawnee Airport Authority at the Regular Meeting April 20, 2026.

Staff is also seeking authority for the City Manager to execute new standard leases for hangars and hangar space throughout the fiscal year.

Financial Impact: Increase in Aeronautical Rental Revenue 511-46260 in the amount of \$2,712.

Attachments:

Staff Recommendation: Authorize staff to provide renewal options to existing hangar tenants in good standing and authorize the City Manager to execute new standard leases for hangars and hangar space throughout Fiscal Year 2027.



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Authorize the City Manager to Execute Commercial Lease Agreement Renewals and Increase Rental Rates for Fiscal Year 2026-2027.

Background: Several of the commercial leases between the Shawnee Airport Authority and local businesses include renewal terms and/or escalation clauses that will go into effect in Fiscal Year 2027. Staff is seeking authorization to offer renewal notices to tenants in good standing, and to apply rental rate increases per the terms of the lease agreements.

Financial Impact: Increase in Non-Aeronautical Rental Revenue 511-46250 in the amount of \$5,940.

Attachments:

Staff Recommendation: Authorize the City Manager to execute renewal options to existing tenants in good standing, apply rental rate increases per the terms of existing agreements.



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Kimberly Hoover, Finance Director
Subject: Approval of a lease agreement between the Shawnee Airport Authority and Enterprise FM Trust to replace vehicles for the Shawnee Regional Airport.

Background: Enterprise FM Trust currently offers a vehicle leasing program that allows the City of Shawnee Police Department to lease and maintain a newer fleet of vehicles. City Staff is requesting that we offer this same program to the Shawnee Airport Authority. The lease would encompass two (2) courtesy vehicles and one (1) single-cab pickup truck.

The funds for the lease agreement are included in the FY27 Capital Improvement Plan for the Shawnee Airport Authority. City Staff is requesting approval for the proposed vehicle lease agreement and authorization for the City Manager to execute the necessary contractual documentation.

Financial Impact: \$25,000; funded by the Capital Improvement Fund — Capital Outlay — Equipment.

Attachments: Master Equity Lease Agreement - Government (1), GP3J - Shawnee Airport Authority - Addendum to Equity MLA - FM TRUST 04.2026 667942, Authorized Signer (Government) (1)

Staff Recommendation: Approval of item.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust (“Lessor”), and the lessee whose name and address is set forth on the signature page below (“Lessee”).

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a “Vehicle” and collectively, the “Vehicles”) described in the schedules from time to time delivered by Lessor to Lessee as set forth below (“Schedule(s)”) for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this “Agreement” shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, “Servicer”) may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement (“Term”) for each Vehicle begins on the date such Vehicle is delivered to Lessee (the “Delivery Date”) and, unless terminated earlier in accordance with the terms of this Agreement, continues for the “Lease Term” as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the “Total Monthly Rental Including Additional Services” on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as “Depreciation Reserve” on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the “Total Initial Charges” set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the “Service Charge Due at Lease Termination” set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78’s and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor’s right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The “Book Value” of a Vehicle means the sum of (i) the “Delivered Price” of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee’s breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the “Default Rate”).

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM _____ Customer _____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 202_ is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 202_ ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Shawnee Airport Authority ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after receipt of the consolidated invoice for each termed Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by Oklahoma state law (the "Default Rate").

Section 8(a) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Lessor acknowledges that Lessee will attach removal equipment to Vehicle and Lessor agrees that use of such equipment by Lessee is permitted and Lessor agrees that such equipment may be removed by Lessee prior to the Vehicle's return to Lessor. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs, or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

Section 9(e) of the Master Equity Lease Agreement is amended by adding the following paragraph:

Except for liability for (i) indemnification or (ii) gross negligence or willful misconduct, Lessee shall not be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or

performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessee was advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Section 10 of the Master Equity Lease Agreement is amended to read as follows:

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date forty-five (45) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

Section 14, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, shall provide written notice of Event of Default to Lessee. Lessee shall have ten (10) days (exclusive of Section 11, Insurance) upon receipt of notice to cure the Event of Default. Upon expiration of the ten (10) days without remedy of the Event of Default by the Lessee, Lessor will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

DISPUTE RESOLUTION: Any unresolved disputes arising out of this Agreement will be settled by binding arbitration at the office of the AAA located in Oklahoma. The arbitration will be held in accordance with the AAA Rules, as amended by this Agreement. Either party may initiate arbitration by providing written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by the AAA Rules to the AAA in Oklahoma. The remaining cost of the arbitration, including arbitrator's fees, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree to undertake all of the submission of the demand for arbitration. The arbitrator shall designate the time and place in Oklahoma for the hearing within thirty (30) calendar days of his or her appointment. The arbitrator shall not be able to award, nor shall any party be entitled to receive punitive, incidental, consequential, exemplary, reliance or special damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Shawnee Airport Authority (Lessee)

By _____

Title: _____

Date Signed: _____, _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Date Signed: _____, _____

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

Signature

Company Name

Date



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a resolution authorizing the City Manager to accept grant offers from the United States Department of Transportation Federal Aviation Administration (FAA) for engineering design services in support of the strengthening of Runway 17/35 and Taxiway Systems project at the Shawnee Regional Airport.

Background:

Consideration of a resolution providing for the acceptance of a grant offer from the U.S. Department of Transportation Federal Aviation Administration (FAA) for engineering design services in support of the Strengthening of Runway 17/35 and Taxiway System project at the Shawnee Regional Airport.

The project is funded through a combination of federal, state, and Shawnee Airport Authority resources. The FAA will provide funding through the Community Project Funding (CPF) program, covering ninety-five percent (95%) of the engineering design costs. The Oklahoma Department of Aerospace and Aeronautics (ODAA) will provide two and one-half percent (2.5%), and the Shawnee Airport Authority will provide the remaining two and one-half percent (2.5%) as the Sponsor match.

In order to ensure a timely response to the FAA’s grant offer, staff is seeking authorization for the City Manager to accept and execute any grant offers received.

Financial Impact: Engineering design costs will be funded in part by Shawnee Airport Authority funds in the amount of \$18,165 from Account 511-5-0120-54200 (Capital Outlay – Buildings & Improvements). Additional funding includes FAA funds in the amount of \$690,270 and ODAA funds in the amount of \$18,165.

Attachments: Attachment 1 Resolution Strengthening Project, Resolution Authorizing the City Manager to Accept a Grant Offer

Staff Recommendation: Approval of the item.

Attachment 1

Funding Plan - Strengthening of Runway 17/35 and Taxiway System				
	Fees/Cost	FAA (95%)	ODAA (2.5%)	SAA (2.5%)
Engineering & Design	\$726,600	\$690,270	\$18,165	\$18,165

Funding Plan - Strengthening of Runway 17/35 and Taxiway System				
	Estimated Fees/Cost	FAA (90%)	ODAA (5%)	SAA (5%)
Construction	\$11,000,000	\$9,900,000	\$550,000	\$550,000

RESOLUTION NO. SAA-2026-___

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT OFFER FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) FOR ENGINEERING DESIGN SERVICES IN SUPPORT OF THE STRENGTHENING OF RUNWAY 17/35 AND TAXIWAY SYSTEM PROJECT AT THE SHAWNEE REGIONAL AIRPORT.

WHEREAS, the United States Department of Transportation Federal Aviation Administration (FAA) provides financial assistance to airports through various federal funding programs, including Community Project Funding (CPF); and

WHEREAS, CPF program funds dispersant is directed by members of the United States House of Representatives, and

WHEREAS, Representative Stephanie Bice supported the award of funds to the Shawnee Airport Authority to enhance the critical infrastructure at the Shawnee Regional Airport, in furtherance of the City of Shawnee's economic prosperity; and

WHEREAS, the Shawnee Regional Airport has subsequently been awarded federal funding through the CPF program for the Strengthening of Runway 17/35 and Taxiway System; and

WHEREAS, the FAA will provide funds which represent ninety-five percent (95%) of the cost of engineering and design services in support of the project; and

WHEREAS, the Oklahoma Department of Aerospace and Aeronautics will provide funds which represent two and one-half percent (2.5%) of the cost of engineering and design services; and

WHEREAS, the Shawnee Airport Authority will provide local funds which represent two and one-half percent (2.5%) of the cost of engineering and design services in support of the project; and

WHEREAS, the Shawnee Airport Authority has granted authority to the City Manager to sign and accept a grant offer from the FAA for engineering and design services in support of the Strengthening of Runway 17/35 and Taxiway System at the Shawnee Regional Airport;

NOW, THEREFORE, Be It Resolved by the Shawnee Airport Authority, of the State of Oklahoma, Pottawatomie County, that the City Manager of the City of Shawnee is authorized to apply for and accept a grant offer from the Federal Aviation Administration for engineering design services in support of the Strengthening of Runway 17/35 and Taxiway System project at the Shawnee Regional Airport.

[Signature page to follow.]

Passed and approved this 18th day of May, 2026.

ERIC STEPHENS, MAYOR/CHAIRMAN

ATTEST (SEAL):

LISA LASYONE, MMC
CITY CLERK/SECRETARY



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of the execution of an Intergovernmental Agreement with the Oklahoma Department of Aerospace and Aeronautics (ODAA) for design services to support capital improvements to the runway and taxiway system at the Shawnee Regional Airport.

Background: At the October 21, 2024, Regular Meeting of the Shawnee Airport Authority (SAA), the unanimous vote of the Trustees, provided for the passage of Resolution No. SAA-2024-2, appointing the Oklahoma Department of Aerospace and Aeronautics (ODAA) to act as the SAA’s agent for the development of the Shawnee Regional Airport’s (SNL) five-year Capital Improvement Program (CIP) in accordance with Title 3, Section 85 (G)(3) of the Oklahoma Statute.

Under the provisions of that agreement, the SAA may enter into an Intergovernmental Agreement with ODAA for funding assistance required to support the engineering design services for the Strengthen Runway 17/35 and Taxiway System project.

Through this agreement process, ODAA will address the costs of engineering design services on behalf of the SAA until such time as grant funds provided by the Federal Aviation Administration become available.

Following the disbursement of grant funds from the FAA, the SAA will reimburse the ODAA for 95% of the engineering and design costs. ODAA will provide 2.5%, and SAA will address the remaining 2.5% of the project cost with capital funds.

Project Funding Resources

Estimated Design Fees	\$726,600
FAA	\$690,270
ODAA	\$18,165
SAA	\$18,165

Execution an Intergovernmental Agreement will ensure timely funding for the services necessary to prepare plans and specifications for solicitation of competitive bids for construction.

Financial Impact: Engineering design costs will be funded in part by Shawnee Airport Authority funds in the amount of \$25,000 from Account 511-5-0120-54200 (Capital Outlay – Buildings & Improvements). Additional funding includes FAA funds in the amount of \$950,000 and ODAA funds in the amount of \$25,000.

Attachments: Intergovernmental Agreement - SNL RW TW Strengthening (Design) v 2

Staff Recommendation: Approval of the item.



INTERGOVERNMENTAL AGREEMENT

**BETWEEN THE CITY OF SHAWNEE
AND
THE OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS**

AGREEMENT

This Agreement, made the day and year written below between the City of Shawnee, hereinafter referred to as the SPONSOR, and the Oklahoma Department of Aerospace and Aeronautics, of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is subject to the following terms and conditions.

Whereas, the DEPARTMENT has an Agreement with the SPONSOR to act as agent for the Shawnee Regional Airport and is in receipt of a request from the SPONSOR that the DEPARTMENT contract for design services to strengthen the runway and taxiway at the Shawnee Regional Airport, hereinafter referred to as the PROJECT. The total design and administration of the PROJECT cost is estimated to be \$726,600 and will use a combination of \$690,270 Federal funds (95%), \$18,165 state funds from the DEPARTMENT (2.5%) and \$18,165 local funds (2.5%) from the SPONSOR.

Administration Expense (IFE & Advertisement)...	\$4,200 Lump Sum
Architectural Engineering Basic Services.....	\$600,700 Lump Sum
Architectural Engineering Special Services.....	\$121,700 Lump Sum
Total.....	\$726,600

Now, therefore, it is mutually agreed by the SPONSOR and the DEPARTMENT that:

1. The SPONSOR hereby certifies to the DEPARTMENT that the PROJECT, or if the PROJECT is a design/planning work effort that the eventual construction project(s), is on property owned fee simple or controlled through easement by the SPONSOR.
2. Upon approval of this AGREEMENT by the SPONSOR, the DEPARTMENT agrees that a contract will be issued for the PROJECT in a lawful and appropriate manner per the terms of the Agent agreement.
3. The SPONSOR agrees to drawdown federal funds and upon completion of the PROJECT reimburse the DEPARTMENT one hundred percent (100%) of those federal funds for architectural engineering basic and special services (\$686,280) as well as the two and a half percent (2.5%) SPONSOR match of those services (\$18,060) minus the DEPARTMENT's match (\$105) for IFE and advertisement. The reimbursement shall include all change orders or adjustments to the

contract as required for developing and completing the PROJECT. Reimbursement shall be made to the DEPARTMENT by the SPONSOR within 45 days of the receipt of an invoice from the DEPARTMENT.

4. The SPONSOR hereby agrees to move forward with the construction elements that are being designed in the PROJECT once design is complete and the construction project is ready to be publicly bid. Should the SPONSOR choose not to move forward with the construction phase for the items being designed in the PROJECT the SPONSOR shall reimburse the state 100% of the total PROJECT cost.

IN WITNESS WHEREOF, the SPONSOR has caused this **AGREEMENT** to be duly executed in their name, this _____ day of _____, 20_____.

SPONSOR'S ACCEPTANCE:

City of Shawnee
Approved:

Signature

Print Name

Title

Address

City, Zip

Attest:

Seal:

Clerk

My commission expires: _____

NOTE: AGREEMENT MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR.

DO NOT WRITE BELOW THIS LINE

Executive Director
Oklahoma Department of Aerospace and Aeronautics



City Attorney
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: May 18, 2026
To: Shawnee Airport Authority
From: Joe Vorndran, City Attorney
Subject: Consideration of the sale of certain Shawnee Airport Authority real property to the Troy and Dollie Smith Shawnee Family YMCA contingent upon Federal Aviation Administration (FAA) approval.

Background: The Shawnee Family YMCA has leased its present location from the Airport Authority for decades and wishes to purchase the property from the Airport Authority. The purchase must be contingent upon FAA approval of the transaction at appraised value. The contract up for consideration sets forth the terms of the agreement between the parties and outlines the procedure for closing upon approval by the FAA.

Financial Impact: The Shawnee Airport Authority will receive \$2,000,000.00 from this transaction.

Attachments: YMCA.SHAWNEE AIRPORT Purchase Agreement - DRAFT 2

Staff Recommendation: Approval

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") dated the ____ day of _____, 2026, (the "Effective Date") between **The Shawnee Airport Authority**, a municipal airport authority organized and existing under the laws of the State of Oklahoma (Title 3. Aircraft and Airports §361) (hereinafter "Seller") and **Troy and Dolly Smith Shawnee Family YMCA, Inc.**, (hereinafter "Purchaser") (collectively, Seller and Purchaser shall be referred to as the "Parties").

1. The Property. Seller agrees to sell and Purchaser agrees to purchase from Seller, on the terms hereinafter stated, that certain real property situated in Pottawatomie County, Oklahoma, consisting of six parcels, more particularly described on **Exhibit A** attached hereto (the "Property"), together with all improvements thereon, all right, title, and interest of Seller, if any, in and to any and all roads, easements, streets, alleys, and ways bounding the Property, all rights of ingress and egress, appurtenances, fixtures, rights, and privileges pertaining to the Property.

2. Purchase Price. The purchase price for the Property is agreed to be Two Million and 00/100 Dollars (\$2,000,000.00).

3. Title and Survey. At Purchaser's option, Purchaser may obtain a title examination of its choice, whether by the examination of certified abstracts or otherwise. If Purchaser so chooses, upon said examination, the Purchaser shall pay the cost said examination and abstract, if an abstract is requested, and if Purchaser so chooses to obtain a Title Insurance Policy, Purchaser shall pay for a commitment for the issuance of a Title Insurance Policy in the name of Purchaser, to cover the amount of the purchase price of the property (the "Commitment"), from Stuart & Clover Title, 130 N. Broadway, Suite 100, Shawnee, Oklahoma (the "Title Company"), which shall reflect all easements, restrictions, and rights-of-way of record that affect the Property. Upon receipt of the Commitment, Purchaser shall have ten (10) business days from receipt of the last item to examine. Purchaser agrees and shall pay for any curative instruments or legal actions that may be required following an examination of title, and Seller hereby agrees to cooperate fully and to execute any and all required documents to provide Purchaser with free and clear title.

4. Sellers' Representations. Seller represents and warrants to Purchaser as follows:

4.1. There are no tenants or leases on the Property and no other parties in possession of any portion of the Property claiming under Seller other than the Purchaser.

4.2. There are no pending eminent domain proceedings or special assessments of any nature with respect to the Property or any part thereof. Seller has not received any notices of any eminent domain proceedings or special assessments being contemplated with respect to the Property or any part thereof, and Seller does not have any knowledge of any such actions being contemplated

4.3. Seller has full power, authority and legal right to execute and deliver this Agreement and to perform and observe the covenants and agreements contained herein.

4.4. There is no pending or, to Seller's knowledge, threatened litigation, proceeding, or investigation relating to the Property, Seller's title thereto, Seller's right to sell the Property or the zoning or use of the Property.

4.5. Seller's foregoing representations and warranties shall be deemed continuing and, unless written notice to the contrary is given to Purchaser on or before the Closing, the same shall be true and correct on and as of the Closing with the same force and effect as if made at that time.

4.6. There are no third-party agreements affecting the property and the Purchaser is not assuming any third-party agreements in regards to the property.

5. Purchaser's Representations. Purchaser represents and warrants to Seller as follows:

5.1. Purchaser has full power, authority and legal right to execute and deliver this Agreement and has the financial ability to perform and observe the covenants and agreements contained herein.

5.2. There is no pending or, to Purchaser's knowledge, threatened litigation, proceeding, or investigation relating to the Purchaser's ability to consummate this purchase and sales transaction.

5.3. Purchaser's foregoing representations and warranties shall be deemed continuing and, unless written notice to the contrary is given to Seller on or before the Closing, the same shall be true and correct on and as of the Closing with the same force and effect as if made at that time.

6. Inspection.

6.1. *Terms of Inspection.* Purchaser represents that it has inspected the property, or had the opportunity to do so, and based on said inspection, agrees to purchase the Property "As-Is".

6.2. *Indemnification.* Purchaser shall indemnify, defend, and hold Seller and its agents harmless from and against any and all liability, loss, cost, judgment, claim, damage or expense (including, without limitation, reasonable attorneys' fees and expenses), incurred by Seller or its agents, to the extent resulting from or arising out of the entry upon the Property prior to the Closing by Purchaser, an Inspecting Party, and any employees, agents, consultants, contractors and advisors thereof, in each case, except to the extent such liability, loss, judgment, claim, damage or expense (i) are caused by the negligence or willful misconduct of Seller or its agents, or (ii) are paid, in whole, from the proceeds of Seller's insurance policies. The foregoing indemnification shall survive the Closing or the termination of this Agreement.

7. Seller's Deliveries at Closing. At Closing, Seller shall deliver to Purchaser the following:

7.1. *Deed.* A duly executed and acknowledged Warranty Deed, in a form mutually acceptable to Purchaser and Seller, conveying to the Purchaser marketable fee simple title to the Property, free and clear of all liens and encumbrances and subject only to the items not objected to by Purchaser pursuant to Section 3 above.

7.2. *Possession.* Possession of the Property.

7.3. *Evidence of Authority.* Evidence reasonably satisfactory to Purchaser of the Seller's authority to execute this Agreement and consummate the transactions contemplated hereby.

7.4. *Further Instruments.* Any and all further instruments that the Title Company shall request of Seller in order to meet requirements of the Commitment, if applicable.

8. Purchaser's Deliveries at Closing. On the Closing Date, Purchaser shall deliver to Seller the following:

8.1. *Payment.* Purchaser shall pay to Seller the amount of Two Million and 00/100 Dollars (\$2,000,000.00).

8.2. *Evidence of Authority.* Evidence reasonably satisfactory to Seller of the Purchaser's authority to execute this Agreement and consummate the transactions contemplated hereby.

8.3. *Further Instruments.* Any and all further instruments that the Title Company shall request of Purchaser in order to meet requirements of the Commitment, if applicable.

9. Conditions Precedent; Closing. The Parties agree and acknowledge that the sale of Property is contingent upon the require written approval from the Federal Aviation Administration (FAA)The closing will occur on such other date as Seller and Purchaser may mutually agree in writing, but no later than June 30, 2026. (the "Closing" on the "Closing Date"), unless extended in writing by the Parties. In the event FAA approval has not been granted prior to June 30, 2026, the transaction will close and the funds and deed shall be placed in escrow pending receipt of the FAA approval. The Closing shall take place at the offices of Stuart & Clover Title.

10. Condition of The Property – As Is, Where Is. Purchaser shall accept the Property at the Closing in its "as is, where is" condition as of the Effective Date, notwithstanding any other terms of this Agreement. Purchaser acknowledges that neither Seller, nor the agents or attorneys of Seller, have made or do make any oral or written representations or warranties whatsoever to Purchaser, whether express or implied, and that, except as provided for herein, no such representations and warranties have been made with respect to the physical, environmental condition or operation of the Property, the zoning and other laws, the current or future real estate tax liability, assessment or valuation of the Property. Purchaser has not relied and is not relying upon any representations or warranties or upon any statements made in any informational materials with respect to the Property provided by Seller, its agents, attorneys, or other persons representing or purporting to represent Seller. Notwithstanding the foregoing, Seller agrees to demolish and remove the building on Property commonly referred to as the "DMV building" at the Seller's expense. The Seller will initiate this process as soon as practical, but in the event the Seller has not completed the removal of the DMV Building prior to Closing, the Seller's obligation to do so will survive Closing.

11. Closing Costs and Expenses. The costs and expenses of this transaction shall be paid as follows:

- (a) Notwithstanding the payment of costs and expenses set out below, Purchaser shall pay a total amount of Two Million and 00/100 Dollars (\$2,000,000.00.) for this transaction. The final purchase price paid by Purchaser will be reduced by the amount of the Closing Costs and Expenses allocated to the Purchaser as set forth herein.
- (b) Seller will pay the documentary stamps affixed to the Deed, one-half (1/2) the cost of closing fees to Stuart & Clover Title, and the cost of bringing an Abstract up to date for examination, and all costs and fees for any curative instruments or actions that are required to convey marketable title to Purchaser.
- (c) Purchaser will pay the recording costs for the Deed, one-half (1/2) the cost of closing fees to Stuart & Clover Title, and all costs and fees for the examination of an Abstract and preparation of a Title Opinion.

12. Prorations and Adjustments. Prorations and adjustments of real estate taxes and special assessments, if any, will be made as of the Closing Date, with Seller to have the last day.

13. Brokerage. Seller and Purchaser, respectively, represent and warrant to each other that no broker is involved in this transaction, and each will further indemnify and hold harmless from loss from the liability of any broker claiming a fee in this matter.

14. Default and Remedies. In the event of default in the performance or observance of any of the covenants of this Agreement, it is agreed as follows:

14.1 *Purchaser's Default - Seller's Remedy.* In the event Purchaser shall fail to perform Purchaser's obligations hereunder, except as excused by Seller's default, Seller shall make written demand on Purchaser for such performance and, if Purchaser fails to comply with-such written demand within five (5) days after receipt thereof, Seller shall have the sole and exclusive remedies to either (i) waive such default and close the transaction, or (ii) terminate this Agreement by written notice to Purchaser. On such termination, the Parties shall be discharged from any further obligations and liabilities hereunder.

EXHIBIT "A"

A tract of land lying in the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW/4-NE/4-SE/4) of Section Twelve (12), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, containing 20 acres MOL. At or before Closing Exhibit A shall be supplemented with a final survey and acreage calculation to reflect the exact boundaries of the tract.



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a proposal with H.W. Lochner, Inc. for Engineering Design Services in support of a new terminal building at the Shawnee Regional Airport.

Background: The airport terminal building was damaged beyond repair by the 2023 tornado event and was subsequently demolished.

The Oklahoma Department of Aerospace and Aeronautics (ODAA) provides grant funding for airport terminals up to one million dollars (\$1,000,000) to assist airports with the design and construction of terminal buildings built to ODAA standards. ODAA has agreed to provide grant funds to the Shawnee Airport Authority (SAA) to assist with the design and construction of a new terminal building.

ODAA has requested the new terminal building be sited to the east of the original location to allow for future expansion of the aircraft parking ramp at the Shawnee Regional Airport. This relocation will also require a redesign and new construction for ground vehicle parking facilities. Staff is seeking authorization to execute an Addendum to the Master On Call Agreement between the Shawnee Airport Authority and H.W. Lochner for professional engineering services in support of the design of a new terminal building and parking lots in the amount \$441,800.

The scope of services includes:

Preliminary Phase

1. Coordination with the SAA and the ODAA regarding project scope, schedule, and budget.
2. Update the Sponsor's 5-year Capital Improvement Program and Overall Development Objective sheet to reflect the project and submit to ODAA for approval from ODAA and FAA.

Design Phase – Conceptual Layout Plan and Technical Memo

1. Identify preliminary terminal footprint and elevation, parking area and spacing, access roads, utility locations and connections, and safety areas and setbacks.
2. Prepare preliminary engineer's technical memorandum including a narrative regarding the proposed construction project, construction safety and phasing, proposed pavement section, summary of geotechnical report, engineer's opinion of probable construction cost, and project budget.
3. Prepare construction plans and contract documents/technical specifications for the project.
4. Prepare contract documents/technical specifications that are in accordance with standard architectural criteria applicable and satisfy project-specific needs where applicable. ODOT and/or FAA (Advisory Circular 150/5370-10H) may be utilized where architectural specifications do not apply.
5. Submit preliminary (90% completion) construction plans, contract documents/technical specifications, updated engineer's opinion of probable construction cost, and project budget to the

SAA and the ODAA for review and comment.

6. Submit final construction plans and contract documents/technical specifications to the SAA and the ODAA for final approval and authorization to advertise.
7. Prepare and submit FAA Form 7460-1 for project limits identified in the CSPP, and for the new permanent terminal building.
8. Assist the SAA in preparation of ODAA grant application for state funding for submittal.
9. Prepare NEPA documentation to include a Categorical Exclusion checklist and coordinating with regulatory agencies.

Bidding Phase

1. Assist the SAA with advertisement for bids.
2. Answer questions, clarify points, and issue addenda as necessary pertaining to the construction plans and contract documents/technical specifications during the Bidding Phase.
3. Conduct a prebid conference at the Shawnee Regional Airport.
4. Prepare and issue addendums during the Bidding Phase as required.
5. Tabulate and analyze bid results, prepare project budget, review contractor's qualifications, and make recommendation of contract award.

Financial Impact: Engineering design costs will be funded by Shawnee Airport Authority funds in the amount of \$441,800 from Account 511-5-0120-54200 (Capital Outlay – Buildings & Improvements).

Staff plans to submit requests for funding to support the project to the Federal Emergency Management Administration (FEMA) and Oklahoma Department of Aerospace and Aeronautics (ODAA) at the completion of the Bidding Phase.

Attachments: TO04 - Terminal Design Agreement

Staff Recommendation: Authorize the City Manager to execute an Addendum to the Master On Call Agreement for engineering services with H. W. Lochner.

TASK ORDER (04) AGREEMENT (the “Agreement”)

Owner: **Shawnee Airport Authority on behalf of the City of Shawnee**

Client: **Shawnee Regional Airport (SNL)**

Consultant: **H.W. Lochner, Inc. (“Lochner”)**

Date: _____

Referenced Master-On-Call (MOC) Agreement: **Multiple Year (2024-2029) Master-On-Call Consultant Agreement (23192) at Shawnee Regional Airport (SNL).**

Task Order Project: **Task Order 04 – Design Terminal Building at the Shawnee Regional Airport (SNL).**

Lochner and the Client (collectively, the “Parties” and individually, a “Party”) agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

**Article I
Scope of Services**

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required by performing topographical surveys, environmental, pavement, and geotechnical investigations, and for preparing conceptual layout, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer’s opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding and administrative services. The Owner may add to this Agreement by Supplement the additional services for updating the Owner’s DBE program, construction administration, construction observation, materials acceptance testing and construction closeout services for the proposed Project upon completion of the Design Phase services.

Assumptions, Clarifications, Attachments, and Exclusions

1. See attachment Exhibit A
2. Design to meet the requirements established by the Oklahoma Department of Aerospace and Aeronautics. 3,500 – 4,500 square feet.
3. One story construction.
4. Pilot’s Lounge and restroom with shower available 24/7.
5. Pilot’s Lounge restroom can be unisex.
6. Pilot’s Lounge not to be designed to sleep in.

7. Pilot's Lounge to provide services outside business hours with the rest of the building restricted.
8. A separate waiting area is preferred.
9. It is preferred that the fuel counter area be larger than the office area.
10. A 12-person conference room with audiovisual (AV) capabilities shall be included.
11. Storage cabinets along wall under the AV.
12. A wet bar is not included in this project.
13. Strong room to be either the break room or pilot's lounge restroom
14. No vending machine space will be provided.
15. Cassette unit for heating and cooling could be an option in the conference room.
16. Furniture is excluded from the Terminal grant and is not included in this scope of work.
17. Terminal to be relocated east for future apron expansion.
18. No apron expansion considered in this scope.
19. A sidewalk to connect the building to the apron will be provided.
20. A sidewalk shall be provided around the building, including a fence or barrier set in concrete.
21. Avoid small grassed areas.
22. Parking for leased "white box" rooms will be on the north side if lessee leases it. Remote parking to the east as depicted in the CIP is excluded from this project scope.
23. Existing parking lot will be demolished and relocated. New parking will be concrete pavement.
24. Restaurant facilities and food truck utility hookups are excluded.
25. Covered portico extending from the building, with outdoor seating on one side and space for two vehicles and a golf cart on the other on airside of building.
26. Strong room could be the break room or Pilot's Lounge restroom.
27. Two "white box" rooms, one on each corner, dedicated unisex restroom for each and two dedicated parking spots for each. Rooms to have reflective street side windows. Each will have its own dedicated entrance. No millwork will be provided in the white box rooms. Dedicated IT closet for each white box with spare conduit to be included.
28. A bell tower is not included.
29. Natural gas connection for backup generator with manual transfer switch for future hook up. Stub outs and manual transfer switch will be in the base bid, and a generator with automatic transfer switch and pad will be an add alternate.
30. New water line to connect north and water meter at Airport Dr.
31. Fire suppression will not be required.
32. It is assumed that the existing water main is sized sufficiently for the new building's requirements, and no upsizing to the main will be made as part of this project.
33. Existing gas service line will be re-used. It is assumed that the existing gas service is sized sufficiently for the new building's requirements, and no upsizing to the gas service line will be made as part of this project.
34. The existing lift station will be required to be replaced, but the force main line will be re-used. It is assumed that the existing force main is sized sufficiently for the new building's requirements, and no upsizing to the force main will be made as part of this project.
35. Owner to provide specific IT, security, telecom, and AWOS/radio connectivity, requirements at the 60% review for the design team to incorporate into the 90% set of documents.

36. It is assumed that the existing primary power, sewer & water is sufficient to support the proposed development demand and capacity requirements. The scope of services excludes upgrading the existing primary power, sewer and/or water at the Airport.
37. Upon receipt of utilities requiring locating from the consultant, Owner will pothole to assist in identifying utilities.
38. Owner will provide information on the available power, phases and voltage at the new building.
39. Applicable codes – 2018 IBC, 2020 NEC with Oklahoma’s adopted amendments. 2009 ANSI. Shawnee’s Unified Development Code should be reviewed
40. The anticipated project funding is through ODAA terminal program, FEMA and Local funds.
41. Owner to provide the engineer the requirements for submission of 90% plans for city permitting and/or code review.
42. Consultant will submit 90% plans and specifications to the city for code compliance review. Compliance comments will be addressed in the 100% submittal. Contractor will be required to obtain all applicable permits for construction.
43. No FAA funds are expected to be used for this project. FEMA funds are not subject to DBE goal requirements. If FEMA later requires DBE participation, the DBE program will be updated through a supplemental agreement.
44. Federal provisions are required. It is assumed that all federal provisions will apply to the contract as a whole regardless of funding source. The division of the construction specifications and/or federal provision in regard to the funding source, may be added to this agreement via supplement.
45. This project will be awarded to a singular contractor.
46. This project will not be broken into multiple alternates for additional parking lot area or building square footage.
47. The project will be bid as a singular project and will not be included in or as part of any other project bidding at that time.
48. One pre-design meeting with the Owner and ODAA will be held.
49. One Utility coordination meeting will be held with the owner.
50. Two design review meetings will be held with the Owner and ODAA (Conceptual layout and 90% design)
51. Only one design review iteration following 90% design review with the Owner and ODAA will be made.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- Oklahoma Department of Transportation Standard Specifications, latest revision at date of agreement.
- Standard architectural specifications will be utilized for building, foundation, and any other applicable work.
- AC 150/5300-13B "Airport Design," with Change 1 dated 08/16/2024
- AC 150/5370-2G "*Operational Safety on Airports During Construction*"
- Advisory Circular 150/5370-10H "*Standards for Specifying Construction of Airports.*"

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

- a. Coordination with the Owner and ODAA regarding Project scope, schedule, and budget.
- b. Prepare topographical survey services Scopes of Services and subconsultant Agreement.
- c. Prepare geotechnical investigation services Scopes of Services and subconsultant Agreement.
- d. Prepare scope of services associated with architectural design services subconsultant agreement.
- e. Update the Sponsor's 5-year Capital Improvement Program and Overall Development Objective sheet to reflect the project and submit to ODAA for approval from ODAA and FAA.

2. Design Phase – Conceptual Layout Plan and Technical Memo

- a. Identify preliminary terminal footprint and elevation, parking area and spacing, access roads, utility locations and connections, and safety areas and setbacks.
- b. Prepare Preliminary Conceptual Layout Plan and Elevation drawing.
- c. Conduct one meeting with sponsor to discuss preliminary layout plan and receive comments.
- d. Finalize Conceptual Layout Plan with consideration of preliminary review comments and submit document to the Owner and ODAA.
- e. Prepare Preliminary Engineer's Technical Memorandum: The Technical Memorandum will include a narrative regarding the proposed construction project, construction safety and phasing, proposed pavement section, summary of geotechnical report, engineer's opinion of probable construction cost, and Project budget.

3. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

- 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Airport Layout Plan and General Notes (1 Sheet)
 - Construction Safety and Phasing Plan (2 Sheets)
 - Construction Safety and Phasing Plan Notes and Details (3 Sheets)
 - Summary of Quantities and Pay Item Notes (1 Sheet)
 - Typical Sections (1 Sheet)
 - Demolition Plan (2 Sheets)
 - Airport Terminal Site Plan (2 Sheets)
 - Utility Plans and Details (3 Sheets)
 - Grading Plans and Erosion Control Details (3 Sheets)
 - Parking Area Plans and Details (2 Sheets)
 - Terminal Pedestrian access and details (1 Sheet)
 - Terminal Security Fencing (1 Sheet)
 - Floor Plan and Details
 - Elevations and Details
 - Foundation Plans and Details
 - Electrical Plans and Details
 - Mechanical System Layout and Details
 - Plumbing Layout and Details
 - Structural Plans, Notes, and Details
 - Miscellaneous Details (1 Sheet)
- 2) Prepare Contract Documents/Technical Specifications that are in accordance with standard architectural criteria applicable, and satisfy project-specific needs where applicable. ODOT and/or FAA (Advisory Circular 150/5370-10H) may be utilized where architectural specifications do not apply.
- 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Owner and the ODAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- 4) Submit Final Construction Plans and Contract Documents/Technical Specifications to the Owner and the ODAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. Attend and conduct a prebid conference at the Shawnee Regional Airport.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening at the City of Shawnee commission chambers and assist the Owner with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

- a. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.
- b. Prepare and submit FAA Form 7460 for the new Permanent Terminal Building.
- c. Assist the Owner in preparation of ODAA Grant Application for state funding for submittal.
- d. Assist the Owner in preparation of drawdown forms as required for requests for reimbursement from the State.

2. Field Survey – Engineering Design

- a. Lochner's subconsultant is to perform field survey(s) as required for the project. The attached Exhibit A is to be referenced for the scope of services.

3. Pavement and Geotechnical Investigation

- a. Lochner's subconsultant is to perform geotechnical survey(s) as required for the project. The attached Exhibit B is to be referenced for the scope of services.

4. CATEX Checklist

- a. Prepare NEPA documentation to include a Categorical Exclusion checklist and coordinating with regulatory agencies.
- b. Documented Categorical Exclusion (CATEX)
 - i. The CATEX documentation for the project will determine potential significant impacts associated with the construction of the terminal and grading operations.
- c. A Phase I and/or Phase II cultural resource survey, as well as an Archaeological Survey is not included in this scope of work. If a Phase I and/or Phase II cultural resource survey, as well as an Archaeological Survey is deemed to be required by FAA this service may be added to this agreement as a supplemental agreement.
- d. It will be the responsibility of the Contractor to prepare a Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site.
- e. It will be the responsibility of the contractor to apply for and obtain Notice of Intent and Notice of Termination through Oklahoma Department of Environmental Quality.

5. Update DBE Program

- a. The Scope of Services required for updating the DBE program may be added to this Agreement as a supplemental agreement.

C. CONSTRUCTION SERVICES

- 1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing is not included in this scope.

**ARTICLE II
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

- 1. Preliminary Phase As Required
- 2. Design Phase – Conceptual Layout & Technical Memo
 - a. Submit Preliminary Conceptual Layout 90 Calendar Days After
Receipt of NTP
 - b. Submit Technical Memo with Item A.2.d

- 3. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications. 150 Calendar Days After Receipt of Review Comments for Item A.2.d.
 - a.4) Submit Final Plans and Specifications60 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
- 4. Bidding Phase As Required

B. SPECIAL SERVICES

- 1. Administrative Assistance As Required
- 2. Field Survey – Engineering Design 60 Calendar Days After Receipt of NTP
- 3. Pavement and Geotechnical Investigation .. 90 Calendar Days After Receipt of NTP
- 4. CATEX Checklist..... As Required

C. CONSTRUCTION SERVICES

- 1. Construction Management and Observation Services May be Added by Supplement.

The schedule presented above does not include review time by the Owner, FAA or other interested agencies.

**ARTICLE III
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase	\$ 20,400.00 Lump Sum
2. Design Phase – Conceptual Layout Plan and Technical Memo	\$ 38,700.00 Lump Sum
3. Design Phase – Plans and Specifications	\$ 300,600.00 Lump Sum
4. Bidding Phase	<u>\$ 24,300.00 Lump Sum</u>
Subtotal Basic Services	\$ 384,000.00 Lump Sum

B. SPECIAL SERVICES

1. Administrative Assistance	\$ 12,300.00 Lump Sum
2. Field Survey – Engineering Design	\$ 20,100.00 Lump Sum
3. Pavement and Geotechnical Investigation	\$ 19,300.00 Lump Sum

4. CATEX Checklist.....	\$ <u>6,100.00 Lump Sum</u>
Subtotal Special Services	\$ 57,800.00 Lump Sum
Total Basic and Special Services	\$441,800.00 Lump Sum

C. CONSTRUCTION SERVICES

1. Construction Management and Observations May be added by Supplement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.


For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

For Item C.1, Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Design Services.

v

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

H.W. LOCHNER, INC.



By: Chris A Whitfield, PE

Title: Regional Lead

Date: May 4, 2026

**SHAWNEE AIRPORT AUTHORITY ON
BEHALF OF THE CITY OF SHAWNEE**

By: _____

Title: _____

Date: _____



**DERIVATION OF CONSULTANT PROJECT COSTS
BASIC AND SPECIAL SERVICES**

Construct Terminal Building

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

May 4, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$105.00	\$ -
Project Manager	106	\$99.00	\$ 10,494.00
Senior Electrical Engineer	12	\$90.00	\$ 1,080.00
Senior Design Engineer	141	\$98.00	\$ 13,818.00
Design Engineer	354	\$66.00	\$ 23,364.00
Senior Airport Planner	12	\$74.00	\$ 888.00
Environmental Scientist	15	\$60.00	\$ 900.00
Engineer Intern	645	\$42.00	\$ 27,090.00
Design Technician	292	\$50.00	\$ 14,600.00
Administrative Assistant	142	\$49.00	\$ 6,958.00
Total Direct Salary Costs			= \$ 99,192.00

2. OVERHEAD, ADMINISTRATIVE EXPENSES, AND PROFIT MULTIPLIER:

Overhead, Administrative Expenses, and Profit Multiplier per **3.0876**
Section 4. Compensation and Attachment "A" - Lochner 2024
Compensation Rates in Five-Year Master On-Call Agreement dated
July 17, 2024

3. CONTRACT MULTIPLIER APPLIED TO DIRECT LABOR

= \$ **306,265.22**

4. OUT-OF-POCKET EXPENSES:

a. Mileage	352	miles @ \$0.72/mile = \$	253.44
b. Meals	4	@ \$68.00/day = \$	272.00
c. Motel	0	days @ \$126.00/day = \$	-
d. Mailing & Misc. Expenses		= \$	309.34

Total Out-of-Pocket Expenses = \$ **834.78**

5. SUBCONTRACT COST:

a. Design Survey	\$	18,500.00
b. Geotechnical Investigation	\$	16,000.00
d. Architectural	\$	100,200.00

6. TOTAL FEE:

Items 3, 4 and 5 **\$ 441,800.00**



ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

Construct Terminal Building

SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA

May 4, 2026

	Classification: Hourly Rate:	Principal \$324.20	Project Manager \$305.67	Senior Electrical Engineer \$277.88	Senior Design Engineer \$302.58	Design Engineer \$203.78	Senior Airport Planner \$228.48	Environmental Scientist \$185.26	Engineer Intern \$129.68	Design Technician \$154.38	Administrative Assistant \$151.29	Other Costs
A. BASIC SERVICES - FAA ELIGIBLE												
1. PRELIMINARY PHASE:		0	30	0	0	22	4	0	18	0	22	(1) (2)
Labor Subtotal =	\$20,229.96	\$0.00	\$9,170.17	\$0.00	\$0.00	\$4,483.20	\$913.93	\$0.00	\$2,334.23	\$0.00	\$3,328.43	
Expense Subtotal =	\$ 170.04											\$ 170.04
Subconsultant Subtotal =	\$ -											\$ -
Total Fee	\$ 20,400.00											
2. DESIGN PHASE - CONCEPTUAL LAYOUT PLAN & TECHNICAL MEMO:		0	17	0	0	38	8	0	68	0	0	(2)
Labor Subtotal =	\$23,586.18	\$0.00	\$5,196.43	\$0.00	\$0.00	\$7,743.70	\$1,827.86	\$0.00	\$8,818.19	\$0.00	\$0.00	
Expense Subtotal =	\$ 13.82											\$ 13.82
Subconsultant Subtotal =	\$ 15,100.00											\$ 15,100.00
Total Fee	\$ 38,700.00											
3. DESIGN PHASE - PLANS AND SPECS:		0	40	12	131	270	0	0	472	280	38	(2) (3)
Labor Subtotal =	\$220,405.24	\$0.00	\$12,226.90	\$3,334.61	\$39,638.61	\$55,021.03	\$0.00	\$0.00	\$61,208.58	\$43,226.40	\$5,749.11	
Expense Subtotal =	\$ 94.76											\$ 94.76
Subconsultant Subtotal =	\$ 80,100.00											\$ 80,100.00
Total Fee	\$ 300,600.00											
4. BIDDING PHASE:		0	15	0	7	20	0	0	24	0	34	(1) (2) (3)
Labor Subtotal =	\$19,035.05	\$0.00	\$4,585.09	\$0.00	\$2,118.09	\$4,075.63	\$0.00	\$0.00	\$3,112.30	\$0.00	\$5,143.94	
Expense Subtotal =	\$ 264.95											\$ 264.95
Subconsultant Subtotal =	\$ 5,000.00											\$ 5,000.00
Total Fee	\$ 24,300.00											
PART A SUBTOTAL =	\$ 384,000.00											

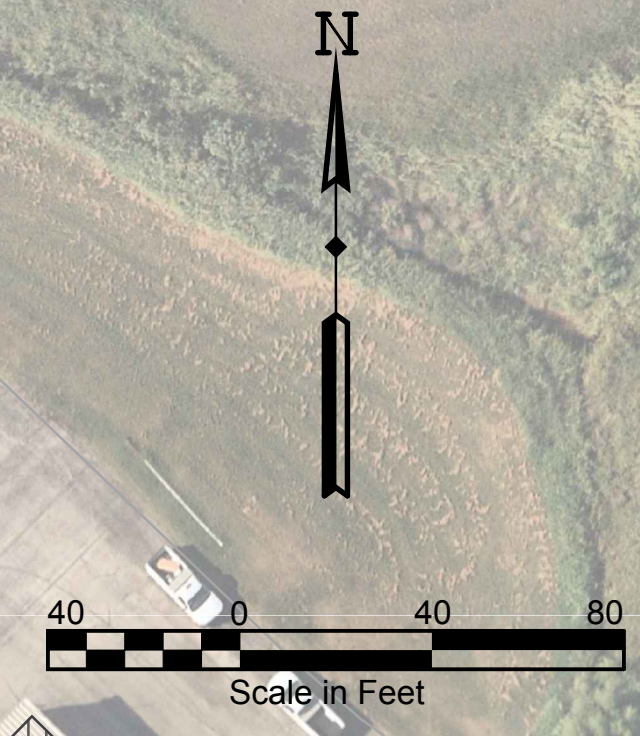


Classification: Hourly Rate:	Principal \$324.20	Project Manager \$305.67	Senior Electrical Engineer \$277.88	Senior Design Engineer \$302.58	Design Engineer \$203.78	Senior Airport Planner \$228.48	Environmental Scientist \$185.26	Engineer Intern \$129.68	Design Technician \$154.38	Administrative Assistant \$151.29	Other Costs
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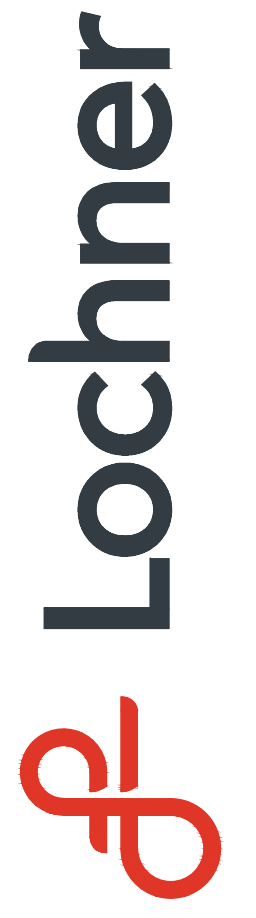
B. SPECIAL SERVICES

1. ADMINISTRATIVE ASSISTANCE:	0	4	0	0	2	0	0	26	0	48	(2)
<i>Labor Subtotal =</i>	\$12,263.95	\$0.00	\$1,222.69	\$0.00	\$0.00	\$407.56	\$0.00	\$0.00	\$3,371.66	\$0.00	\$7,262.04
<i>Expense Subtotal =</i>	\$ 36.05										\$ 36.05
<i>Subconsultant Subtotal =</i>	\$ -										\$ -
Total Fee	\$ 12,300.00										
2. FIELD SURVEY - ENGINEERING DESIGN:	0	0	0	0	2	0	0	9	0	0	(2) (3)
<i>Labor Subtotal =</i>	\$1,574.68	\$0.00	\$0.00	\$0.00	\$0.00	\$407.56	\$0.00	\$0.00	\$1,167.11	\$0.00	\$0.00
<i>Expense Subtotal =</i>	\$ 25.32										\$ 25.32
<i>Subconsultant Subtotal =</i>	\$ 18,500.00										\$ 18,500.00
Total Fee	\$ 20,100.00										
3. GEOTECHNICAL AND PAVEMENT INVESTIGATION:	0	0	0	3	0	0	0	10	6	0	(1) (2) (3)
<i>Labor Subtotal =</i>	\$3,130.83	\$0.00	\$0.00	\$0.00	\$907.75	\$0.00	\$0.00	\$0.00	\$1,296.79	\$926.28	\$0.00
<i>Expense Subtotal =</i>	\$ 169.17										\$ 169.17
<i>Subconsultant Subtotal =</i>	\$ 16,000.00										\$ 16,000.00
Total Fee	\$ 19,300.00										
4. CATEX CHECKLIST:	0	0	0	0	0	0	15	18	6	0	(2)
<i>Labor Subtotal =</i>	\$6,039.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,778.84	\$2,334.23	\$926.28	\$0.00
<i>Expense Subtotal =</i>	\$ 60.65										\$ 60.65
<i>Subconsultant Subtotal =</i>	\$ -										\$ -
Total Fee	\$ 6,100.00										
PART B SUBTOTAL =	\$ 57,800.00										
GRAND TOTAL =	\$ 441,800.00										

- (1) Mileage, Motel and Meals
- (2) Mailing and Misc. Expenses
- (3) Subcontract Cost



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P 405.748.6651
www.hwlochner.com

SHAWNEE REGIONAL AIRPORT
CITY OF SHAWNEE, OKLAHOMA

PROJECT NO.	23192
DRAWN BY	DATE
CHECKED BY	DATE
DESIGNED BY	DATE
REVISIONS	DATE

EXHIBIT A

TOPOGRAPHICAL SURVEYING SCOPE OF SERVICES

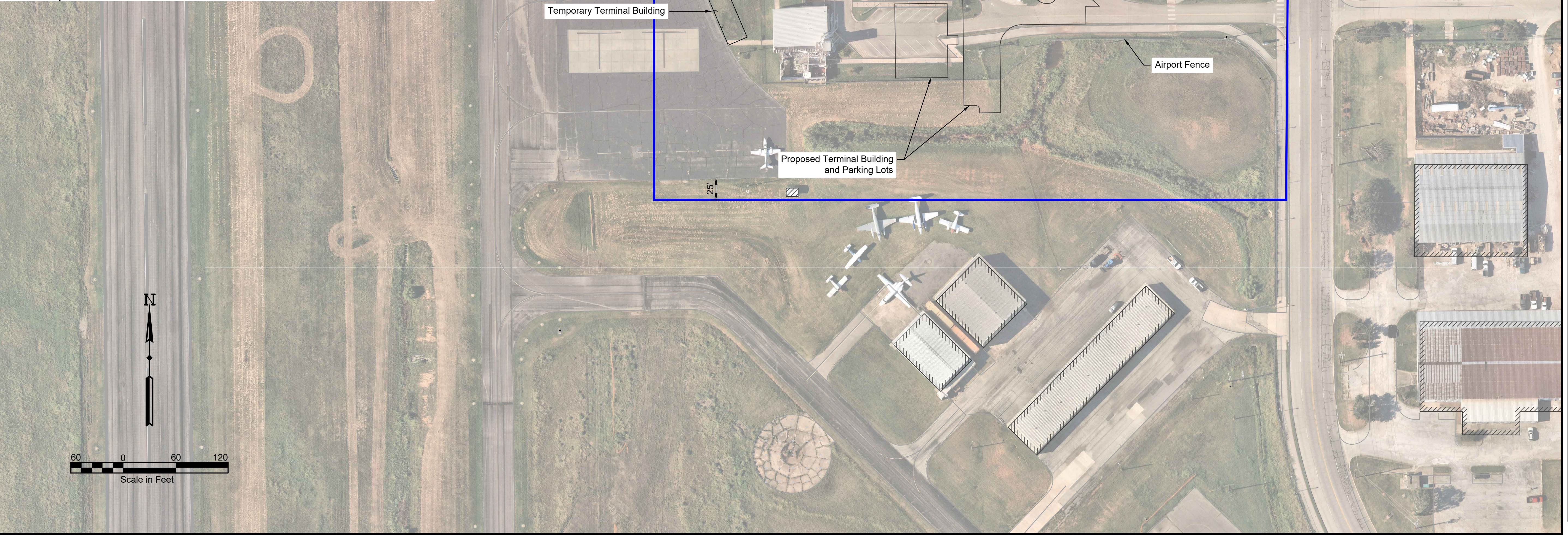
The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the topographical surveying services enumerated as follows:

1. Field Survey - Design
 - Coordinate access to the project site with the airport.
 - Verify/set vertical control in the project area for use during the design survey and future construction. The control will be based on NGS NAVD 88 and Horizontal NAD 83.
 - Verify/set horizontal control points for Runways 17 and 35 thresholds.
 - Reference existing benchmark for use during construction.
 - Perform field survey as required.
 - Collect cross sections and topography data within the survey limits depicted on the exhibit.
 - Obtain location and elevation of existing pavements, utilities, structures and other existing features.
2. Spot Elevations
 - Earth - to nearest 0.10 ft.
 - Elevations at 25' intervals longitudinally and transversely.
 - Include all ditches, drainage structures, mounds, and grade changes
 - Pavement - to nearest 0.01 ft
 - Elevations at 25' intervals longitudinally and transversely, at pavement centerlines, pavement edges and grade changes in pavement. Collect both top of pavement and edge drop elevations.
 - Visual and Underground Utilities - water, gas, electric, telephone, etc.
 - Type, size, depth, and location (if provided by utility owner)
 - Fire hydrant locations
 - Manholes, Handholes, Meter Pits, Catch Basins, Inlets, etc.
 - i. Size and location
 - ii. Top and invert elevations
 - iii. Culverts - Size, length, material, invert elevations
 - Airport Features
 - Airport pavement markings, tie-downs, lights (1 point), guidance signs, ducts, handholes, junction boxes, drainage structures, manholes, fence, gates, utilities, Edge of Building and Door Thresholds, etc.
3. Subsurface Utility Engineering (SUE)
 - Perform Level A SUE survey (assumed two day of investigation)
4. Survey Deliverables
 - One (1) submittal with the electronic files for the survey, including DTM folder, suitable for operation on AutoCAD Civil 3D 2020.
 - One (1) PDF copy of survey notes, calculations, raw survey data, coordinate file and code legend obtained by electronic means and any field notes taken by hand.
 - Provide one (1) AutoCAD drawing with points, point numbers description, XML file, survey baseline, existing features, and contours. The contours shall be provided at one foot intervals. The drawing shall include a legend that clearly describes the site features represented, a graphic scale, and north arrow.
 - One (1) hard and electronic copy of survey, signed and sealed by a licensed professional land surveyor in accordance with local codes, standards, and laws.

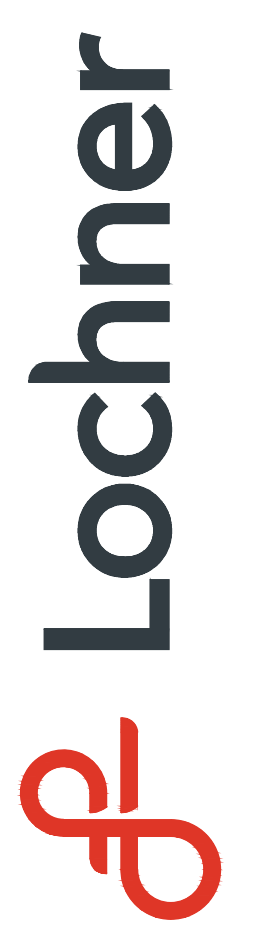
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SHAWNEE REGIONAL AIRPORT
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TERMINAL SURVEY SCOPE

GEOTECHNICAL INVESTIGATION SCOPE OF SERVICES

The Consultant, in consideration of the payment as hereinafter specified on the part of the Engineer, agrees to perform the geotechnical investigation services enumerated as follows:

1. Geotechnical Investigation

a. Bores (Building Design) ●

- Obtain two (2) bore samples (B-1, B-2) at the locations shown in the attached Exhibit, extended to a maximum of 25' below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 25' to determine the existing soil classification and conditions. The material from the test holes shall be visually classified and logged, and the hole shall be visually examined for free water. Perform laboratory testing for each of the samples.
 - i. Standard Test Method for Particle-Size Analysis of Soils (ASTM D422)
 - ii. Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (ASTM D4318)
 - iii. Classification of the sample in accordance with the Unified Soil Classification System (ASTM D2487) and provide Soil Group Classification (AASHTO M145).
 - iv. Moisture-Density (ASTM D698)
 - 1. Include a minimum of 5 points.
 - v. Design Values for allowable bearing capacity for shallow foundations and deep foundation system, estimated settlement of foundations, and subgrade preparation/treatment recommendations. If subgrade treatment or modification requires undercutting of the existing subgrade greater than 8 inches in depth, provide alternate recommendations related to subgrade preparation and modification both chemical and mechanical to reduce the need/use of select fill in the report.
- Include in the site-specific written report a discussion of field and laboratory procedures and results, observation related to materials encountered during the drilling operations, results of laboratory tests, and boring logs.
- If dry cohesive subgrade soils are encountered on site, perform a laboratory swell test on representative samples of the near surface soils may be conducted to aid in the evaluation of shrinkage/swell potential.
- Provide a photo of each core location showing the 5 feet of adjacent pavement surrounding the core.

b. Bores (Pavement Design) ■

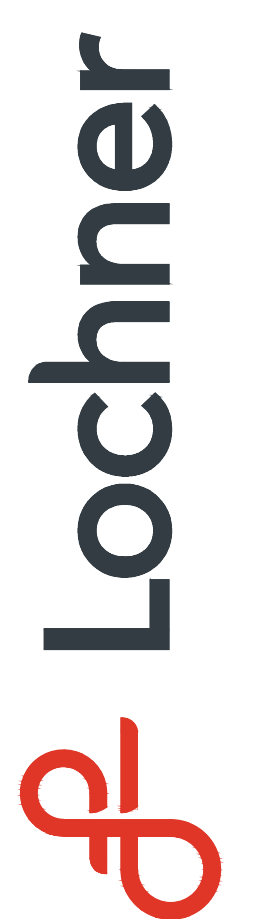
- Obtain two (2) bore/core samples (P-1, P-2) at locations shown on the attached Exhibit with a 4-inch diameter core barrel to evaluate the thickness of the existing pavement sections and provide access to the subgrade material. Perform borings at the locations to a minimum depth of 10 feet below the existing ground surface or to auger refusal if encountered prior to reaching a depth of 10 feet. Sampling will be in accordance with industry standard procedures wherein split barrel (ASTM D1586) samples are obtained. Four (4) samples will be obtained in the upper 10 feet of each boring. The material from the test hole shall be visually classified and logged, and the hole shall be visually examined for water level, if encountered. The top portion of the soil shall be checked for previous modification and a thickness shall be estimated for any previous modification. Perform laboratory testing for each of the samples.
 - i. Standard Test Method for Particle-Size Analysis of Soils (ASTM D422)
 - ii. Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (ASTM D4318)
 - iii. Classification of the sample in accordance with the Unified Soil Classification System (ASTM D2487) and provide Soil Group Classification (AASHTO M145)
 - iv. Moisture-Density (ASTM D698)
 - 1. Include a minimum of 5 points.
 - v. Perform one (1) California Bearing Ratio (CBR) (ASTM D1883) (From Bulk Composite Sample)
 - 1. Samples to be taken at a depth of 2'-3' below the existing ground surface.
 - 2. Samples shall be soaked prior to testing.
 - vi. Perform one (1) OHD L-50 abbreviated laboratory test procedures to provide recommended amount of stabilization for all appropriate additives. (From Bulk Composite Sample)
 - 1. Perform Soluble Sulfates (OHD L-49) test as part of OHD L-50 tests.
 - 2. Provide AASHTO M145 Soil Group Classification.
 - 3. Provide anticipated CBR and K-Value after incorporation.
 - 4. Test performed on the bulk sample.
 - vii. Provide alternate methods/materials for subgrade stabilization in lieu of chemical stabilization.
 - viii. Provide recommendations for the design thickness of the parking lot pavement section, including the surface (for both concrete and asphalt), and subsurface layers.
- If dry cohesive subgrade soils are encountered on site, perform a laboratory swell test on representative samples of the near surface soils may be conducted to aid in the evaluation of shrinkage/swell potential.
- Include in the site-specific written report a discussion of field and laboratory procedures and results, observation related to materials encountered during the drilling operations, results of laboratory tests, and boring logs.
- Provide a photo of each core location showing the 5 feet of adjacent pavement surrounding the core.

2. General Information

- The Geotechnical subcontractor shall coordinate with Lochner a minimum of two weeks in advance of the planned site work. The engineer shall coordinate with the airport manager.
- All test pits & bores shall be plugged in accordance with the appropriate Oklahoma Water Resources Board regulations.
- All pavement cores shall be plugged with material matching the existing pavement type at that location.
- The Geotechnical subcontractor's equipment shall have an orange and white checkered flag attached to the top of the boom, and any other vehicles or equipment within the airport property shall have an amber flashing light on the top of the vehicle/equipment or have an orange and white checkered flag.
- Any equipment required to clean pavement that is crossed and at locations of cores sites (including brooms, shovels, etc.) shall be brought onsite with the Geotechnical subcontractor.
- The scope of the proposal provided by the Geotechnical subcontractor shall not deviate from the scope listed on this scope sheet, unless approved in writing by the Engineer.
- A final report including all findings, observations, laboratory tests, photos, etc. shall be provided in written format and signed and sealed by a licensed geotechnical engineer.



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SHAWNEE REGIONAL AIRPORT

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TERMINAL
GEOTECH SCOPE

Plot Style: ase.ctb
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Shawnee Regional Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a proposal with H.W. Lochner, Inc. to provide Engineering Design Services in support of repairs to Hangar #14 at the Shawnee Regional Airport.

Background: Bulk Hangar #14 was damaged by the tornado event in 2023. The main overhead doors on both the east and west sides of the building no longer close properly due to damage to the control elements. The north and south walls were heavily damaged by winds. Interior utility lines have been disconnected due to damage to the south wall.

The overhead doors must be replaced. Some wall panels must be replaced; others may be appropriate for patching. Utility lines must be assessed to determine their integrity; some may be reutilized, others replaced.

Staff is seeking authorization to execute an Addendum to the Master On Call Agreement between the Shawnee Airport Authority (SAA) and H.W. Lochner for professional engineering services in support of repairs to Hangar #14 for a lump sum fee of \$68,900.

The scope of services includes:

Preliminary Phase

1. Coordination with the SAA regarding project scope, schedule, and budget.
2. Perform site visit and field investigation.

Design Phase – Plans and Specifications

1. Prepare construction plans and contract documents/technical specifications for the project.
2. Submit preliminary (90% completion) construction plans, contract documents/technical specifications, updated engineer's opinion of probable construction cost, and project budget to the SAA for review and comment.
3. Prepare and submit FAA Form 7460-1 for project limits identified in the CSPP.

Bidding Phase

1. Assist the SAA with advertisement for bids.
2. Answer questions, clarify points, and issue addenda as necessary pertaining to the construction plans and contract documents/technical specifications during the bidding phase.
3. Conduct a prebid conference at the Shawnee Regional Airport.
4. Prepare and issue addendums during the Bidding Phase as required.
5. Tabulate and analyze bid results, prepare Project budget, review contractor's qualifications, and make recommendation of contract award.

Financial Impact: Engineering design costs will be funded by Shawnee Airport Authority funds in the amount of \$68,900 from Account 511-5-0120-54200 (Capital Outlay – Buildings & Improvements). Staff plans to submit requests for funding to support the project to Federal Emergency Management Administration (FEMA).

Attachments: TO05 - SNL - Hangar 14 Repair Design Agreement

Staff Recommendation: Staff Recommendation: Authorize the City Manager to execute an Addendum to the Master On Call Agreement for engineering services with H. W. Lochner.

TASK ORDER (05) AGREEMENT (the “Agreement”)

Owner: **Shawnee Airport Authority on behalf of the City of Shawnee**

Client: **Shawnee Regional Airport (SNL)**

Consultant: **H.W. Lochner, Inc. (“Lochner”)**

Date: _____

Referenced Master-On-Call (MOC) Agreement: **Multiple Year (2024-2029) Master-On-Call Consultant Agreement (23192) at Shawnee Regional Airport (SNL).**

Task Order Project: **Task Order 05 – Design Hangar 14 Repairs at the Shawnee Regional Airport (SNL).**

Lochner and the Client (collectively, the “Parties” and individually, a “Party”) agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform architectural and engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

**Article I
Scope of Services**

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required by performing preparation of designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer’s opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding and administrative services. The Owner may add to this Agreement by Supplement the additional services for construction administration, construction observation, materials acceptance testing and construction closeout services for the proposed Project upon completion of the Design Phase services.

This scope of services is for the storm damage repairs to Hangar 14; and it includes design for the new bi-fold hangar doors. The existing above-slab construction is a pre-engineered metal building structure engineered by the manufacturer. Scope of services will include design and bidding.

Assumptions, Clarifications, Attachments, and Exclusions

1. Repairs to GPU electrical outlet on the southwest corner exterior will be made.
2. Only new conductors will be run and existing conduits to be reused.
3. Light at southwest corner of building will be replaced.
4. Repair and/or any work on the existing cameras will not be performed.

5. Re-skinning of the building will not be performed, only the south wall will be repaired.
6. Lean to located at the southeast corner of the building will be removed.
 - a. Corner trim will be replaced and the airline hole will be repaired.
 - b. Caulk line at roof of lean to will not be addressed.
7. South Wall
 - a. Will receive rigid foam insulation.
 - b. Air and air compressor located in the room on the southeast corner will be removed.
 - c. Gas heater and gas line will be removed and roof penetrations patched.
 - d. Both personnel doors will be replaced.
8. West Wall
 - a. Bi-fold door to be replaced.
 - b. The necessary electrical for the door will be provided.
9. North wall
 - a. Vent fans will be removed and holes patched.
10. East wall
 - a. Bi-fold door to be replaced
 - b. The necessary electrical for the door will be provided.
 - c. The existing personnel door will remain in its current condition.
11. Owner to verify existence of single phase or 3-phase power to the building and provide the information to the consultant.
12. Power will be brought to the existing electric radiant heaters.
13. Lights will not be replaced
14. New gutters will be installed on the north and south sides of the building.
15. Insulation around bi-fold doors will be replaced.
16. An owners allowance will be included in the bid.
17. The minimum opening height for east door will be sized to accommodate a King Air 90, but the design will target 15'6" minimum vertical height if conditions allow.
18. Replace or refasten southwest corner rake trim.
19. No topographical survey or geotechnical investigation services will be performed.
20. No fire suppression will be provided.
21. No FAA funds are expected to be used for this project. FEMA funds are not subject to DBE goal requirements. If FEMA later requires DBE participation, the DBE program will be updated through a supplemental agreement.
22. It is assumed that no federal provisions will apply to the contract.
23. Owner to provide the engineer the requirements for submission of 90% plans for city permitting and/or code review.
24. Consultant will submit 90% plans and specifications to the city for code compliance review. Compliance comments will be addressed in the 100% submittal. Contractor will be required to obtain all applicable permits for construction.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- Oklahoma Department of Transportation Standard Specifications, latest revision at date of agreement.

- Standard architectural specifications will be utilized for building, foundation, and any other applicable work.
- AC 150/5300-13B "Airport Design," with Change 1 dated 08/16/2024
- AC 150/5370-2G "*Operational Safety on Airports During Construction*"
- Advisory Circular 150/5370-10H "*Standards for Specifying Construction of Airports.*"

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. **BASIC SERVICES**

1. Preliminary Phase

- a. Coordination with the Owner regarding Project scope, schedule, and budget.
- b. Perform Site visit and field investigation.
- c. Prepare scope of services associated with architectural design services subconsultant agreement.

2. Design Phase – Plans and Specifications

- a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. *Plans will be developed without survey and will be based on aerial imagery, information obtained from past projects at the airport, and photos from a site visit.* The Construction Plans will generally include the following:
 - Title Sheet (1 Sheet)
 - General Airport Layout Plan and General Notes (1 Sheet)
 - Construction Safety and Phasing Plan (1 Sheet)
 - Construction Safety and Phasing Plan Notes and Details (3 Sheets)
 - Summary of Quantities and Pay Item Notes (1 Sheet)
 - Architectural Plans
 - Structural Plans
 - Electrical Plans
 - 2) Prepare Contract Documents/Technical Specifications that satisfy project specific needs.

- 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Owner for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- 4) Prepare and submit FAA Form 7460 for project limits identified in the CSPP.
- 5) Submit Final Construction Plans and Contract Documents/Technical Specifications to the Owner a for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

3. Bidding Phase

- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
- b. Distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. Attend and conduct a prebid conference at the Shawnee Regional Airport.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening at the City of Shawnee commission chambers and assist the Owner with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications, and make recommendation of contract award.

B. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing is not included in this scope.

ARTICLE II TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase As Required
2. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications..... 120 Calendar Days
After Receipt of NTP
 - a.5) Submit Final Plans and Specifications.....60 Calendar Days After
Receipt of Review Comments for Item A.2.a.3)
3. Bidding Phase As Required

B. CONSTRUCTION SERVICES

1. Construction Management and Observation Services May be Added by
Supplement.

The schedule presented above does not include review time by the Owner or other interested agencies.

**ARTICLE III
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase	\$ 4,000.00 Lump Sum
2. Design Phase – Plans and Specifications.....	\$ 48,900.00 Lump Sum
3. Bidding Phase	\$ 16,000.00 Lump Sum
Total Basic Services	\$ 68,900.00 Lump Sum

B. CONSTRUCTION SERVICES

1. Construction Management and Observations May be added by Supplement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.



For Item B.1, Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Design Services.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

H.W. LOCHNER, INC.

**SHAWNEE AIRPORT AUTHORITY ON
BEHALF OF THE CITY OF SHAWNEE**

By: Chris A Whitfield, PE

By: _____

Title: Regional Lead

Title: _____

Date: May 4, 2026

Date: _____



**DERIVATION OF CONSULTANT PROJECT COSTS
BASIC AND SPECIAL SERVICES**

Hangar 14 Repairs

**SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

May 4, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$105.00	\$ -
Project Manager	38	\$99.00	\$ 3,762.00
Senior Electrical Engineer	2	\$90.00	\$ 180.00
Senior Design Engineer	8	\$98.00	\$ 784.00
Design Engineer	32	\$66.00	\$ 2,112.00
Senior Airport Planner	0	\$74.00	\$ -
Environmental Scientist	0	\$60.00	\$ -
Engineer Intern	128	\$42.00	\$ 5,376.00
Design Technician	16	\$50.00	\$ 800.00
Administrative Assistant	50	\$49.00	\$ 2,450.00

Total Direct Salary Costs = \$ **15,464.00**

2. OVERHEAD, ADMINISTRATIVE EXPENSES, AND PROFIT MULTIPLIER:

Overhead, Administrative Expenses, and Profit Multiplier per **3.0876**
Section 4. Compensation and Attachment "A" - Lochner 2024
Compensation Rates in Five-Year Master On-Call Agreement dated
July 17, 2024

3. CONTRACT MULTIPLIER APPLIED TO DIRECT LABOR

= \$ **47,746.65**

4. OUT-OF-POCKET EXPENSES:

a. Mileage	255	miles @ \$0.725/mile = \$	184.88
b. Meals	3	@ \$68.00/day = \$	204.00
c. Motel	0	days @ \$126.00/day = \$	-
d. Mailing & Misc. Expenses		= \$	164.48

Total Out-of-Pocket Expenses = \$ **553.35**

5. SUBCONTRACT COST:

a. Architectural \$ **20,600.00**

6. TOTAL FEE:

Items 3, 4 and 5 **\$ 68,900.00**



ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

Hangar 14 Repairs

**SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

May 4, 2026

	Classification: Hourly Rate:	Principal \$324.20	Project Manager \$305.67	Senior Electrical Engineer \$277.88	Senior Design Engineer \$302.58	Design Engineer \$203.78	Senior Airport Planner \$228.48	Environmental Scientist \$185.26	Engineer Intern \$129.68	Design Technician \$154.38	Administrative Assistant \$151.29	Other Costs
A. BASIC SERVICES												
1. PRELIMINARY PHASE:		0	9	0	0	1	0	0	0	0	6	(1) (2)
<i>Labor Subtotal =</i>		\$3,862.59	\$0.00	\$2,751.05	\$0.00	\$0.00	\$203.78	\$0.00	\$0.00	\$0.00	\$907.75	
<i>Expense Subtotal =</i>		\$ 137.41										\$ 137.41
<i>Subconsultant Subtotal =</i>		\$ -										\$ -
Total Fee		\$ 4,000.00										
2. DESIGN PHASE - PLANS AND SPECS:		0	14	2	7	21	0	0	104	16	14	(2) (3)
<i>Labor Subtotal =</i>		\$29,307.50	\$0.00	\$4,279.41	\$555.77	\$2,118.09	\$4,279.41	\$0.00	\$0.00	\$13,486.64	\$2,470.08	\$2,118.09
<i>Expense Subtotal =</i>		\$ 92.50										\$ 92.50
<i>Subconsultant Subtotal =</i>		\$ 19,500.00										\$ 19,500.00
Total Fee		\$ 48,900.00										
3. BIDDING PHASE:		0	15	0	1	10	0	0	24	0	30	(1) (2) (3)
<i>Labor Subtotal =</i>		\$14,576.56	\$0.00	\$4,585.09	\$0.00	\$302.58	\$2,037.82	\$0.00	\$0.00	\$3,112.30	\$0.00	\$4,538.77
<i>Expense Subtotal =</i>		\$ 323.44										\$ 323.44
<i>Subconsultant Subtotal =</i>		\$ 1,100.00										\$ 1,100.00
Total Fee		\$ 16,000.00										
PART A SUBTOTAL =		\$ 68,900.00										
GRAND TOTAL =		\$ 68,900.00										

- (1) Mileage, Motel and Meals
- (2) Mailing and Misc. Expenses
- (3) Subcontract Cost



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a proposal with H.W. Lochner, Inc. to provide Engineering Design Services in support of repairs to Hangar #15 at Shawnee Regional Airport.

Background: Box Hangar #15 was damaged by the tornado event in 2023. The main overhead doors on the both the north and south sides of the building were damaged beyond repair. The primary work of the project will be to determine appropriate structural requirements to install new doors, prepare specifications for new doors and repairs to the exterior of the building as necessary.

Staff is seeking authorization to execute an Addendum to the Master On Call Agreement between the Shawnee Airport Authority (SAA) and H.W. Lochner for professional engineering services in support of repairs to Hangar #15 for a lump sum fee of \$66,900.

The scope of services includes:

Preliminary Phase

1. Coordination with the SAA regarding project scope, schedule, and budget.
2. Perform site visit and field investigation.

Design Phase

1. Prepare construction plans and contract documents/technical specifications for the project.
2. Submit preliminary (90% completion) construction plans, contract documents/technical specifications, updated engineer's opinion of probable construction cost, and project budget to the SAA for review and comment.
3. Submit a 7460-1 airspace study to FAA's OE/AAA website for the temporary construction and anticipated height of equipment required for the project.
4. Submit final construction plans and contract documents/technical specifications to the SAA for final approval and authorization to advertise.

Bidding Phase

1. Assist the SAA with advertisement for bids
2. Answer questions, clarify points, and issue addenda as necessary pertaining to the construction plans and contract documents/technical specifications during the Bidding Phase.
3. Conduct a prebid conference at the Shawnee Regional Airport.
4. Prepare and issue addendums during the Bidding Phase as required.
5. Tabulate and analyze bid results, prepare project budget, review contractor's qualifications, and make recommendation of contract award.

Financial Impact: Engineering design costs will be funded by Shawnee Airport Authority funds in the amount of \$66,900 from Account 511-5-0120-54200 (Capital Outlay – Buildings & Improvements). Staff plans to submit requests for funding to support the project to Federal Emergency Management Administration (FEMA).

Attachments: TO06 - SNL - Hangar 15 Repair Design Agreement

Staff Recommendation: Staff Recommendation: Authorize the City Manager to execute an Addendum to the Master On Call Agreement for engineering services with H. W. Lochner.

TASK ORDER (06) AGREEMENT (the “Agreement”)

Owner: **Shawnee Airport Authority on behalf of the City of Shawnee**

Client: **Shawnee Regional Airport (SNL)**

Consultant: **H.W. Lochner, Inc. (“Lochner”)**

Date: _____

Referenced Master-On-Call (MOC) Agreement: **Multiple Year (2024-2029) Master-On-Call Consultant Agreement (23192) at Shawnee Regional Airport (SNL).**

Task Order Project: **Task Order 06 – Design Hangar 15 Repairs at the Shawnee Regional Airport (SNL).**

Lochner and the Client (collectively, the “Parties” and individually, a “Party”) agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform architectural and engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

**Article I
Scope of Services**

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required by performing preparation of designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer’s opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding and administrative services. The Owner may add to this Agreement by Supplement the additional services for construction administration, construction observation, materials acceptance testing and construction closeout services for the proposed Project upon completion of the Design Phase services.

This scope of services is for the storm damage repairs to Hangar 15, and it includes design for the new bi-fold hangar doors, but may need to be self supporting depending on the loads the existing structure are capable of supporting. The existing above-slab construction is a pre-engineered metal building structure engineered by the manufacturer. Scope of services will include design and bidding.

Assumptions, Clarifications, Attachments, and Exclusions

1. Northwest accordion style door will be replaced with a bi-fold door with a minimum vertical clearance of 10 ft.

2. Southeast door opening will be replaced with a bi-fold door with a minimum vertical clearance of 10'.
 - a. All existing door hardware from damaged door will be removed.
3. An Owners Allowance will be included in the Bid.
4. No topographical survey or geotechnical investigation services will be performed.
5. No fire suppression will be provided.
6. No FAA funds are expected to be used for this project. FEMA funds are not subject to DBE goal requirements. If FEMA later requires DBE participation, the DBE program will be updated through a supplemental agreement.
7. It is assumed that no federal provisions will apply to the contract.
8. Owner to provide the engineer the requirements for submission of 90% plans for city permitting and/or code review.
9. Consultant will submit 90% plans and specifications to the city for code compliance review. Compliance comments will be addressed in the 100% submittal. Contractor will be required to obtain all applicable permits for construction.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- Oklahoma Department of Transportation Standard Specifications, latest revision at date of agreement.
- Standard architectural specifications will be utilized for building, foundation, and any other applicable work.
- AC 150/5300-13B "Airport Design," with Change 1 dated 08/16/2024
- AC 150/5370-2G "*Operational Safety on Airports During Construction*"
- Advisory Circular 150/5370-10H "*Standards for Specifying Construction of Airports.*"

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase
 - a. Coordination with the Owner regarding Project scope, schedule, and budget.
 - b. Perform Site visit and field investigation.
 - c. Prepare scope of services associated with architectural design services subconsultant agreement.
2. Design Phase – Plans and Specifications
 - a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

- 1) Prepare Construction Plans for the Project. *Plans will be developed without survey and will be based on aerial imagery and information obtained from past projects at the airport.* The Construction Plans will generally include the following:
 - Title Sheet (1 Sheet)
 - General Airport Layout Plan and General Notes (1 Sheet)
 - Construction Safety and Phasing Plan (1 Sheet)
 - Construction Safety and Phasing Plan Notes and Details (3 Sheets)
 - Summary of Quantities and Pay Item Notes (1 Sheet)
 - Architectural Plans
 - Structural Plans
 - Electrical Plans
 - 2) Prepare Contract Documents/Technical Specifications that satisfy project specific needs.
 - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Owner for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
 - 4) Submit a 7460-1 airspace study to FAA's OE/AAA website for the temporary construction and anticipated height of equipment required for the project.
 - 5) Submit Final Construction Plans and Contract Documents/Technical Specifications to the Owner a for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.
3. Bidding Phase
- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
 - b. Distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
 - c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
 - d. Attend and conduct a prebid conference at the Shawnee Regional Airport.

- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening at the City of Shawnee commission chambers and assist the Owner with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications, and make recommendation of contract award.

B. CONSTRUCTION SERVICES

- 1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing is not included in this scope.

**ARTICLE II
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

- 1. Preliminary Phase As Required
- 2. Design Phase – Plans and Specifications
 - a.3) Submit Preliminary Plans and Specifications..... 120 Calendar Days
After Receipt of NTP
 - a.5) Submit Final Plans and Specifications.....60 Calendar Days After
Receipt of Review Comments for Item A.2.a.3)
- 3. Bidding Phase As Required

B. CONSTRUCTION SERVICES

- 1. Construction Management and Observation Services May be Added by
Supplement.

The schedule presented above does not include review time by the Owner or other interested agencies.

**ARTICLE III
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase	\$ 4,000.00 Lump Sum
2. Design Phase – Plans and Specifications.....	\$ 47,000.00 Lump Sum
3. Bidding Phase	<u>\$ 15,900.00 Lump Sum</u>
Total Basic Services	\$ 66,900.00 Lump Sum

B. CONSTRUCTION SERVICES

1. Construction Management and Observations May be added by Supplement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

For Item B.1, Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Design Services.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

H.W. LOCHNER, INC.



By: Chris A Whitfield, PE

Title: Regional Lead

Date: May 4, 2026

**SHAWNEE AIRPORT AUTHORITY ON
BEHALF OF THE CITY OF SHAWNEE**

By: _____

Title: _____

Date: _____



**DERIVATION OF CONSULTANT PROJECT COSTS
BASIC AND SPECIAL SERVICES**

Hangar 15 Repairs

**SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

May 4, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$105.00	\$ -
Project Manager	38	\$99.00	\$ 3,762.00
Senior Electrical Engineer	2	\$90.00	\$ 180.00
Senior Design Engineer	8	\$98.00	\$ 784.00
Design Engineer	32	\$66.00	\$ 2,112.00
Senior Airport Planner	0	\$74.00	\$ -
Environmental Scientist	0	\$60.00	\$ -
Engineer Intern	128	\$42.00	\$ 5,376.00
Design Technician	16	\$50.00	\$ 800.00
Administrative Assistant	50	\$49.00	\$ 2,450.00

Total Direct Salary Costs = \$ **15,464.00**

2. OVERHEAD, ADMINISTRATIVE EXPENSES, AND PROFIT MULTIPLIER:

Overhead, Administrative Expenses, and Profit Multiplier per **3.0876**
Section 4. Compensation and Attachment "A" - Lochner 2024
Compensation Rates in Five-Year Master On-Call Agreement dated
July 17, 2024

3. CONTRACT MULTIPLIER APPLIED TO DIRECT LABOR

= \$ **47,746.65**

4. OUT-OF-POCKET EXPENSES:

a. Mileage	255	miles @ \$0.725/mile = \$	184.88
b. Meals	3	@ \$68.00/day = \$	204.00
c. Motel	0	days @ \$126.00/day = \$	-
d. Mailing & Misc. Expenses		= \$	164.48

Total Out-of-Pocket Expenses = \$ **553.35**

5. SUBCONTRACT COST:

a. Architectural **\$ 18,600.00**

6. TOTAL FEE:

Items 3, 4 and 5 **\$ 66,900.00**



ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

Hangar 15 Repairs

**SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

May 4, 2026

	Classification: Hourly Rate:	Principal \$324.20	Project Manager \$305.67	Senior Electrical Engineer \$277.88	Senior Design Engineer \$302.58	Design Engineer \$203.78	Senior Airport Planner \$228.48	Environmental Scientist \$185.26	Engineer Intern \$129.68	Design Technician \$154.38	Administrative Assistant \$151.29	Other Costs
A. BASIC SERVICES												
1. PRELIMINARY PHASE:		0	9	0	0	1	0	0	0	0	6	(1) (2)
<i>Labor Subtotal =</i>		\$3,862.59	\$0.00	\$2,751.05	\$0.00	\$0.00	\$203.78	\$0.00	\$0.00	\$0.00	\$907.75	
<i>Expense Subtotal =</i>		\$ 137.41										\$ 137.41
<i>Subconsultant Subtotal =</i>		\$ -										\$ -
Total Fee	\$	4,000.00										
2. DESIGN PHASE - PLANS AND SPECS:		0	14	2	7	21	0	0	104	16	14	(2) (3)
<i>Labor Subtotal =</i>		\$29,307.50	\$0.00	\$4,279.41	\$555.77	\$2,118.09	\$4,279.41	\$0.00	\$0.00	\$13,486.64	\$2,470.08	\$2,118.09
<i>Expense Subtotal =</i>		\$ 92.50										\$ 92.50
<i>Subconsultant Subtotal =</i>		\$ 17,600.00										\$ 17,600.00
Total Fee	\$	47,000.00										
3. BIDDING PHASE:		0	15	0	1	10	0	0	24	0	30	(1) (2) (3)
<i>Labor Subtotal =</i>		\$14,576.56	\$0.00	\$4,585.09	\$0.00	\$302.58	\$2,037.82	\$0.00	\$0.00	\$3,112.30	\$0.00	\$4,538.77
<i>Expense Subtotal =</i>		\$ 323.44										\$ 323.44
<i>Subconsultant Subtotal =</i>		\$ 1,000.00										\$ 1,000.00
Total Fee	\$	15,900.00										
PART A SUBTOTAL =		\$ 66,900.00										
GRAND TOTAL =		\$ 66,900.00										

- (1) Mileage, Motel and Meals
- (2) Mailing and Misc. Expenses
- (3) Subcontract Cost



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a proposal with H.W. Lochner, Inc. to provide Engineering Design Services in support of repairs to high mast lights on the Aircraft Parking and Fuel Services Ramp at the Shawnee Regional Airport.

Background: The LED lights installed on the aircraft parking ramp and at the fuel services area require continual maintenance to address impacts of power surges damaging the fuses and lighting elements. The goal of the project is to retrofit the existing high mast LED lights with new fuses to be located at the handhole of the pole and the installation of surge protection devices.

Staff is seeking authorization to execute an Addendum to the Master On Call Agreement between the Shawnee Airport Authority (SAA) and H.W. Lochner for professional engineering services in support of repairs to the high mast lights on the aircraft parking ramp and fuel services area for a lump sum fee of \$49,300

The scope of services includes:

Preliminary Phase

1. Coordination with the SAA regarding project scope, schedule, and budget.
2. Perform site visit and field investigation.

Design Phase

1. Prepare Construction Safety and Phasing Plan (CSPP) and contract documents.
2. Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable cost to the SAA for review and comment.
3. Prepare and submit a 7460-1 airspace study to FAA's OE/AAA website for the temporary construction and anticipated height of equipment required for the project.
4. Provide Final Construction Plans and Contract Documents/Technical Specifications to the SAA for final approval and authorization to advertise.

Bidding Phase

1. Assist the SAA with advertisement for bids.
2. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
3. Conduct a prebid conference at the Shawnee Regional Airport.
4. Prepare and issue addendums during the Bidding Phase as required.
5. Tabulate and analyze bid results, prepare project budget, review Contractor's qualifications, and make recommendation of contract award.

Financial Impact: Engineering design costs will be funded by Shawnee Airport Authority funds in the amount of \$49,300 from Account 511-5-0120-54200 (Capital Outlay – Buildings & Improvements).

Attachments: TO07 - SNL - Apron Lights Retrofit Design Agreement

Staff Recommendation: Authorize the City Manager to execute an Addendum to the Master On Call Agreement for engineering services with H. W. Lochner.

TASK ORDER (07) AGREEMENT (the “Agreement”)

Owner: **Shawnee Airport Authority on behalf of the City of Shawnee**

Client: **Shawnee Regional Airport (SNL)**

Consultant: **H.W. Lochner, Inc. (“Lochner”)**

Date: _____

Referenced Master-On-Call (MOC) Agreement: **Multiple Year (2024-2029) Master-On-Call Consultant Agreement (23192) at Shawnee Regional Airport (SNL).**

Task Order Project: **Task Order 07 – Apron High Mast LED Lights Retrofit Performance Specifications and Bidding Package at the Shawnee Regional Airport (SNL).**

Lochner and the Client (collectively, the “Parties” and individually, a “Party”) agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

**Article I
Scope of Services**

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required by performing preparation of designs, construction plans, contract documents/performance specifications, tabulation of construction quantities, engineer’s opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding services. The Owner may add to this Agreement by Supplement the additional services for administrative services, construction administration, construction observation, materials acceptance testing and construction closeout services for the proposed Project upon completion of the Design Phase services.

This scope of services is for the retrofit of the exiting apron high mast LED lights with new fuses to be located at the handhole of the pole and surge protection device. This scope is for the development of a performance specification and bidding documents for the light retrofit. Detailed drawings and design are not included in this scope. The intent is to provide a minimum requirements performance specification with a basic bidding package for suppliers and/or contractors to competitively bid to provide a final design and construction for a fully-functioning lights. The project will be bid on a lump sum basis

Assumptions, Clarifications, Attachments, and Exclusions

1. No Owners Allowance will be included in the Bid.

2. Power supply modifications or upgrades will not be made as part of this project.
3. This will be a lump sum bid with the winning bidder required to provide their schedule of values.
4. One plan sheet will be developed for the Construction Safety and Phasing Plan to show access routes, barricade locations, and contractor staging area. The plan sheet will be incorporated into the specifications. Temporary construction 7460-1 is not anticipated to be required.
5. Bid items will include Mobilization, Temporary Marking, Lighting, and Barricades, High Mast LED Retrofit, Lightning Arrester, and Surge Protection Device.
6. No topographical survey or geotechnical investigation services will be performed.
7. Federal provisions and FAA requirements. This is a locally funded project that will not require any federal provisions other than the site access and safety requirements for construction on an airfield.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars.

- AC 150/5370-2G "*Operational Safety on Airports During Construction*"

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase
 - a. Coordination with the Owner regarding Project scope, schedule, and budget.
 - b. Perform Site visit and field investigation.
2. Design Phase – Performance Specification and Bidding Documents
 - a. Prepare Construction Safety and Phasing Plan (CSPP) and Contract Documents/Performance Specifications for the Project.
 - 1) Prepare Construction Plans for the Project. *Plans will be developed without survey and will be based on aerial imagery and information obtained from past projects at the airport.* The Construction Plans will generally include the following:
 - Construction Safety and Phasing Plan (1 Sheet)
 - Construction Safety and Phasing Plan Notes and Details (3 Sheets)
 - 2) Prepare Contract Documents/Technical Specifications that satisfy project specific needs.
 - 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable

construction cost, and Project budget to the Owner for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

- 4) Submit a 7460-1 airspace study to FAA's OE/AAA website for the temporary construction and anticipated height of equipment required for the project.
- 5) Submit Final Construction Plans and Contract Documents/Technical Specifications to the Owner a for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

3. Bidding Phase

- a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)
- b. Distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.
- d. Attend and conduct a prebid conference at the Shawnee Regional Airport.
- e. Prepare and issue addendums during the Bidding Phase as required.
- f. The Consultant will attend the bid opening at the City of Shawnee commission chambers and assist the Owner with one (1) receipt of bids.
- g. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications, and make recommendation of contract award.

B. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing is not included in this scope.

ARTICLE II TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase As Required
2. Design Phase – Performance Specification and Bidding Documents
 - a.3) Submit Preliminary CSPP and Performance Specifications 120 Calendar Days After Receipt of NTP
 - a.5) Submit Final CSPP and Performance Specifications.....30 Calendar Days After Receipt of Review Comments for Item A.2.a.3)
3. Bidding Phase As Required

B. CONSTRUCTION SERVICES

1. Construction Management and Observation Services May be Added by Supplement.

The schedule presented above does not include review time by the Owner or other interested agencies.

**ARTICLE III
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

- | | |
|---|------------------------------|
| 1. Preliminary Phase | \$ 3,500.00 Lump Sum |
| 2. Design Phase – CSPP and Performance Specifications | \$ 31,200.00 Lump Sum |
| 3. Bidding Phase | \$ 14,600.00 Lump Sum |
| Total Basic Services | \$ 49,300.00 Lump Sum |

B. CONSTRUCTION SERVICES

1. Construction Management and Observations May be added by Supplement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.



For Item B.1, Construction Services, the method of payment may be added to this Agreement by Supplement upon completion of Design Services.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

H.W. LOCHNER, INC.

By: Chris A Whitfield, PE

Title: Regional Lead

Date: May 4, 2026

**SHAWNEE AIRPORT AUTHORITY ON
BEHALF OF THE CITY OF SHAWNEE**

By: _____

Title: _____

Date: _____



ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

Apron High Mast LED Lights Retrofit

**SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

May 4, 2026

	Classification: Hourly Rate:	Principal \$324.20	Project Manager \$305.67	Senior Electrical Engineer \$277.88	Senior Design Engineer \$302.58	Design Engineer \$203.78	Senior Airport Planner \$228.48	Environmental Scientist \$185.26	Engineer Intern \$129.68	Design Technician \$154.38	Administrative Assistant \$151.29	Other Costs
A. BASIC SERVICES												
1. PRELIMINARY PHASE:		0	9	0	0	0	0	0	0	0	4	(1) (2)
<i>Labor Subtotal =</i>		\$3,356.22	\$0.00	\$2,751.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$605.17	
<i>Expense Subtotal =</i>		\$ 143.78										\$ 143.78
<i>Subconsultant Subtotal =</i>		\$ -										\$ -
Total Fee		\$ 3,500.00										
2. DESIGN PHASE - PERFORMANCE SPECIFICATION AND BIDDING DOCUMENTS:		0	2	40	2	39	0	0	65	4	12	(2)
<i>Labor Subtotal =</i>		\$31,141.53	\$0.00	\$611.34	\$11,115.36	\$605.17	\$7,947.48	\$0.00	\$0.00	\$8,429.15	\$617.52	\$1,815.51
<i>Expense Subtotal =</i>		\$ 58.47										\$ 58.47
<i>Subconsultant Subtotal =</i>		\$ -										\$ -
Total Fee		\$ 31,200.00										
3. BIDDING PHASE:		0	15	0	1	10	0	0	24	0	28	(1) (2)
<i>Labor Subtotal =</i>		\$14,273.97	\$0.00	\$4,585.09	\$0.00	\$302.58	\$2,037.82	\$0.00	\$0.00	\$3,112.30	\$0.00	\$4,236.19
<i>Expense Subtotal =</i>		\$ 326.03										\$ 326.03
<i>Subconsultant Subtotal =</i>		\$ -										\$ -
Total Fee		\$ 14,600.00										
PART A SUBTOTAL =		\$ 49,300.00										
GRAND TOTAL =		\$ 49,300.00										

- (1) Mileage, Motel and Meals
- (2) Mailing and Misc. Expenses
- (3) Subcontract Cost



**DERIVATION OF CONSULTANT PROJECT COSTS
BASIC AND SPECIAL SERVICES**

Apron High Mast LED Lights Retrofit

**SHAWNEE REGIONAL AIRPORT
SHAWNEE, OKLAHOMA**

May 4, 2026

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	\$105.00	\$ -
Project Manager	26	\$99.00	\$ 2,574.00
Senior Electrical Engineer	40	\$90.00	\$ 3,600.00
Senior Design Engineer	3	\$98.00	\$ 294.00
Design Engineer	49	\$66.00	\$ 3,234.00
Senior Airport Planner	0	\$74.00	\$ -
Environmental Scientist	0	\$60.00	\$ -
Engineer Intern	89	\$42.00	\$ 3,738.00
Design Technician	4	\$50.00	\$ 200.00
Administrative Assistant	44	\$49.00	\$ 2,156.00
Total Direct Salary Costs			= \$ 15,796.00

2. OVERHEAD, ADMINISTRATIVE EXPENSES, AND PROFIT MULTIPLIER:

Overhead, Administrative Expenses, and Profit Multiplier per Section 4. Compensation and Attachment "A" - Lochner 2024 Compensation Rates in Five-Year Master On-Call Agreement dated July 17, 2024 **3.0876**

3. CONTRACT MULTIPLIER APPLIED TO DIRECT LABOR

= \$ **48,771.73**

4. OUT-OF-POCKET EXPENSES:

a. Mileage	255	miles @ \$0.725/mile = \$	184.88
b. Meals	3	@ \$68.00/day = \$	204.00
c. Motel	0	days @ \$126.00/day = \$	-
d. Mailing & Misc. Expenses		= \$	139.40

Total Out-of-Pocket Expenses = \$ **528.27**

5. SUBCONTRACT COST:

6. TOTAL FEE:

Items 3, 4 and 5 **\$ 49,300.00**



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

Date: May 18, 2026
To: Shawnee Airport Authority
From: Bonnie Wilson, Airport Manager
Subject: Consideration of a resolution declaring certain items of personal property surplus and no longer needed for Shawnee Airport Authority purposes; describing said items; and authorizing disposal at the Shawnee Airport Authority's discretion.

Background: Following the 2023 tornado event, the Shawnee Airport Authority provided GB Airlink with a ninety (90) day temporary storage lease to allow time for two aircraft stored at the airport, damaged by the storm, to be salvaged for parts. At GB Airlink's request, the temporary lease was extended for an additional ninety (90) days to complete their plans to salvage the equipment.

The tenant ceased paying the rental fee and did not respond to repeated attempts by staff and the City Attorney to contact them regarding the overdue rent and or removal of their property from the airport. On July 21, 2025, a demand letter was sent to GB Airlink stating the Airport Authority would take possession of the aircraft if GB Airlink did not remove them within fifteen (15) days and make a payment for past-due rental fees in the amount of \$2,157.00. No action was taken by GB Airlink or any affiliate to remove the aircraft or provide payment for past due rental fees. The aircraft have been declared abandoned due to nonpayment of rent and the absence of response to certified letters addressed to all business addresses associated with the registered owners.

The aircraft are non-operational and provide no value to the Airport Authority. Staff recommends declaring the following aircraft as surplus and authorizing their sale to the highest bidder via internet auction:

1. N310GB a 1954 Beechcraft C-45H
2. N30GB a 1964 Beechcraft H-18

Staff proposes utilizing Public Surplus to conduct the online auction, including marketing, payment collection, and remittance of proceeds to the Airport Authority. Proceeds from the sale will be applied to the expenses of taking, holding, preparing for sale or disposition, giving notice and selling or disposing of the personal property and or addressing the overdue rental fees.

Financial Impact: Estimated revenue of \$2,000 –\$5,000 per aircraft.

Attachments: SAA Surplus Resolution

Staff Recommendation: Authorize staff to proceed with an internet-based auction.

RESOLUTION NO. SAA-2026-__

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR SHAWNEE AIRPORT AUTHORITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OR DISPOSAL OF SAID ITEMS AT THE SHAWNEE AIRPORT AUTHORITY'S DISCRETION.

BE IT RESOLVED BY THE SHAWNEE AIRPORT AUTHORITY, ON BEHALF OF THE CITY OF SHAWNEE, OKLAHOMA:

That the items of personal property are described as:

- 1) 1954 Beechcraft C-45H
Serial No. AF-856
Registration Number: N310GB
- 2) 1964 Beechcraft H-18
Serial No. BA-688
Registration Number: N30GB

Said property is hereby declared as Shawnee Airport Authority owned property which is surplus and no longer needed for Authority purposes; that the Shawnee Airport Authority is authorized to sell or dispose of said items at the Shawnee Airport Authority's discretion.

PASSED AND APPROVED this 18th day of May, 2026.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK