

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT AIRPORT AUTHORITY/ DAA

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
Durant City Hall
AGENDA**

August 9, 2016

**DURANT CITY HALL
300 W. EVERGREEN, DURANT, OK
ROSCOE J. HATFIELD COUNCIL CHAMBERS**

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

- a. Consider Approval of Regular Meeting Minutes of July 12, 2016

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Consider Approval of Request for Authorization to Purchase for Airport Operator's Share in Sales (RFAP #2016-142)
- b. Consider Approval of Request for Proposal for Durant Airport Fixed Based Operations (FBO)

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 5:25 p.m. on the 5th day of August, 2016.



The City of Durant

Office of City Clerk

Memorandum

Date: 8/5/2016
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of July 12, 2016

Council Information / Action Requested

Approve Regular Meeting Minutes of July 12, 2016.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
July 12, 2016 Minutes	Exhibit	8/5/2016

Agenda posted on Durant City Hall Entry Door at This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of November, 2015 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 8th day of July, 2016.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF July 12, 2016 AT 6:00 PM, Roscoe J. Hatfield Council Chambers,
Durant City Hall**

CALL TO ORDER

Chairman Hoffman called the meeting to order at 7:59 p.m.

ROLL CALL

Present: Trustee Chad Hitchcock	City Attorney Pat Phelps
Trustee Billy L. Orr	Acting City Manager Donnalla Miller
Trustee Jerry Tomlinson	City Clerk Cynthia J Price
Vice-Chairman Destry Hawthorne	
Chairman Stewart Hoffman	(*denotes partial attendance)

Absent: None
Chairman Hoffman declared a quorum.

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

a. Consider Approval of Regular Minutes of June 14, 2016

Approved

Motion was made by Chad Hitchcock and seconded by Destry Hawthorne to approve consent item as presented. Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson

2. Consideration Items Removed from Consent

3. Information Items

a. Airport Update Report - July 2016

4. New Business

There was no new business.

Adjournment

Motion was made by Destry Hawthorne and seconded by Bill Orr to adjourn meeting.

Motion Passed with the following vote:

Ayes: Hawthorne, Hitchcock, Hoffman, Orr, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 7/29/2016
To: Airport Authority
From: Jacque Wilson, Project Manager
Re: Consider Approval of Request for Authorization to Purchase for Airport Operator's Share in Sales (RFAP #2016-142)

Council Information / Action Requested

Approve Request for Authorization to Purchase for Airport Operator's Share in Sales (RFAP #2016-142)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
RFAP #2016-142	Exhibit	7/29/2016

SPEND/CNTRCT#

INCODE PROJ#

RFAP #2016-142**REQUEST FOR AUTHORIZATION TO PURCHASE**

Ref: 11 O.S. §10:114 (B) and 61 O.S. §103 (D) and City of Durant Code: § 37.003-37.010

Item #

- 1 Item planned for spending (provide details):
AIRPORT OPERATOR'S SHARE IN SALES
- 2 Department requesting authorization:
EAKER FIELD AIRPORT
- 3 Bidding recommendation (award or reject along with name and contact information of vendor):
D/W AVIATION
- 4 Estimated Purchase Date (M/D/Y): July 28, 2016
- 5 What are the financing or lease purchase terms (APR %, length of financing, payments, etc.) _____
- 6 Is this item included in the current FY budget (Yes/No) Yes
- 7 GL account code: #206-065-503-30-66
- 8 Spending / purchase request details (complete below blanks):
- 8a Amount requested to spend \$124,143.68
- 8b Item (new or replacement, if a capital item complete fixed asset form?) New
- 8c Old Item to be Traded-In (Yes / No). Note: if a capital item complete fixed asset form? No
- If a Replacement Item, give description, age and condition of item to be replaced (including model & serial or VIN, trade allowance)*
- 8d Is a contractor written agreement involved (Yes / No), if yes include a copy of the contract after City Attorney Review No
- 8e Does the purchase involve Grant Funding (Yes or No) No
- 8f What is the City Cash Match for the Grant \$
- 8g What other match or financial obligation is involved with the City accepting this Grant (explain with details) _____
- 9 Purchase is Planned By (complete appropriate item(s) below):
- 9a **Informal Quotes** – Purchases of \$2000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 use formal bids. Specifications & at least 3 quotes must be attached for items over \$5,000 (city manager can require quotes for below \$5,000):
- 9b **Formal Bids** – Purchases with an estimated cost over \$15,000 Council approval required. Attach complete specifications and a bidders list with at least 3 bidders. Include bidder name, address, phone number, fax number and email address of recommended vendor:
- 9c **State Contract** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases over \$15,000 Council approval required. Include name, address, phone number, fax number, email address of state contract vendor and state contract number:

9d **Buy Board** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases more than \$15,000 Council approval required. Include name, address, phone number, fax number, email address of Buy Board:

9e **Professional Services Agreement** – Purchases over \$2,000 and less than \$15,000 via an engineering, surveying, architect, computer services, janitorial, etc. firm covered by a council approved professional services agreement, City Manager approval required.

AIRPORT OPERATOR SHARE IN SALES

9f **Emergency Purchase** – To be utilized only when immediate action must be taken to protect the public health or safety or to prevent damage to property, prior council approval not required. Notify the City Manager immediately that an emergency purchase is needed.

9g **Sole Source Purchase** – Purchases of \$2,000-\$15,000 City Manager approval required. Purchases with an estimated cost over \$15,000 Council approval required in addition to City Manager approval. Attach to this request a memo detailing the nature of the Sole source designation, that is explain how this purchase fulfills the requirements to be considered a sole source purchase:

10 Signature & date blocks (complete appropriate sections):

10a	Signature of Grants Administrator (if applicable)	date (M/D/Y):
10b	Signature Department Head	date (M/D/Y):
10c	Signature of Division Head	date (M/D/Y):
10d	Signature of Budget Administrator	date (M/D/Y):
10e	Signature of Finance Manager	date (M/D/Y):
10f	Signature of City Manager (only over \$2,000)	date (M/D/Y):
10g	Signature of City Treasurer (date)	date (M/D/Y):
11h	City Manager Comments:	



The City of Durant

Office of Technical Projects

Memorandum

Date:

To: Airport Authority

From: Jacque J. Wilson

Re: Consider Approval of Request for Proposal for Durant Airport Fixed Based Operations (FBO)

The City of Durant is issuing this Request For Proposal for qualified parties interested in providing Fixed Base Operator (“FBO”) services at the Durant Airport. This RFP document provides background and general information for Responders and is to be used as a guideline to develop proposals.

The goal is to solicit proposals from companies wishing to manage a robust and growing regional airport. We seek creative solutions to utilize the existing and future airport infrastructure to grow local and regional business.

Schedule

Issue Request for Proposal	Aug 10, 2016
Airport Visits.....	Sept 01, 2016
Last day for questions by Respondents.....	Sept 06, 2016
Proposals Due.....	Sept 12, 2016
Selection or Optional Shortlist.....	Sept 19, 2016
Optional Shortlist Interviews.....	Sept 23, 2016
Selection.....	Sept 27, 2016
City Council Approval.....	To Be Determined
Lease Negotiation Deadline.....	To Be Determined

Council Information / Action Requested

Consider Approval of Request for Proposal for Durant Airport Fixed Based Operations (FBO) Contract

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

Description	Type	Upload Date
FBO RFP Durant Airport (FINAL)	Cover Memo	8/5/2016

REQUEST FOR PROPOSALS
Fixed Based Operator Durant Regional Airport
Durant, Oklahoma



CONTENTS

SECTION I: BACKGROUND AND GENERAL INFORMATION

SECTION II: FIXED BASE OPERATOR SERVICES

SECTION III: SCOPE / QUALIFICATIONS

SECTION IV: PROPOSAL CONTENTS

SECTION V: PROPOSAL SUBMITTAL

SECTION VI: APPENDIX A – AIRPORT LAYOUT PLAN

SECTION VII: APPENDIX B – TRANSPORTATION IMPROVEMENT PROGRAM

SECTION VIII: APPENDIX C – SAMPLE AGREEMENT

A. Purpose

SECTION I: BACKGROUND AND GENERAL INFORMATION

The City of Durant (“City”), owner of the Durant (“Airport”), is issuing this Request For Proposal (“RFP”) for qualified parties (“Responders”, “Respondents”) interested in providing Fixed Base Operator (“FBO”) services at the Durant Airport. This RFP document provides background and general information for Responders and is to be used as a guideline to develop a proposal.

This package is to solicit proposals from companies wishing to manage a robust and growing regional airport. We seek creative solutions to utilize the existing and future airport infrastructure to grow local and regional business.

B. Airport Location

The Durant Airport is located in southeastern Oklahoma, and is approximately five miles southeast of the City of Durant’s center. Durant is a city in Bryan County, Oklahoma, United States and serves as the capital of the Choctaw Nation of Oklahoma. The population city limit population is 16,534 with a daytime population of 25,109. Durant ranks as the second largest city within the Choctaw Nation, following McAlester, and ahead of Poteau. Durant has grown from a small rural community to a modern city full of industrial and technological opportunities and is the third fastest growing City within Oklahoma

The Airport is situated on approximately 840 acres of land, and the surrounding land is currently used primarily for agricultural and light industry purposes. The Airport elevation is 699 feet MSL.

C. Airport

Durant Regional Airport has been in operation since 1945. It is a public use facility, and is categorized as a general aviation facility. The City has established an Airport Advisory to act in an advisory role to the City Council regarding the Airport.

The Airport sees approximately 50,000 annual operations. There are 77 based aircraft.

There is presently a three-runway system in place at the Airport. Runway 17/35, the primary runway, is 5,001 feet long by 100 feet wide, and is constructed of asphalt. The Existing and Future Airport Layout Plan (ALP) sheets are included in **Appendix A**.

D. Airport Development

Under the State of Oklahoma Aeronautics Commission (OAC) the Airport has a number of projects planned in the next five years. The OAC program is included in **Appendix B**.

E. Fuel Sales

The City owns two 12,000-gallon underground fuel storage tanks. One holds 100LL and one holds Jet A. Fuel is dispensed to aircraft via fuel truck and one self-service fuel pump.

Fuel sale records (in gallons) from the past three years are below:

1. 2013 – AVGAS: 28,249 GAL. – JETA: 137,079 GAL.
2. 2014 – AVGAS: 31,373 GAL. – JETA: 106,336 GAL.
3. 2015 – AVGS: 38,817 GAL. – JETA: 99,763 GAL.

F. Other Information

The successful Responder will have access upto 3 City owned hangars for their use in providing any of the required services included in Section II

The City will provide the following equipment for use by the successful Responder. The Responder will be responsible for routine maintenance and repair of the equipment.

1. (2) COURTESY VANS
2. (1) AIRCRAFT TUG- USABLE
3. (1) PSI AIRCRAFT TUG – NON-FUNCTIONAL
4. (1) 1991 FORD JET A FUEL TRUCK 3,000 GAL.
5. (1) GRASSHOPPER MOWER
6. (1) 20ft. BATWING MOWER
7. (1) IC A200 RADIO TRANSCEIVER

SECTION II: FIXED BASE OPERATOR SERVICES A. Required Services

The successful proposing FBO must be able to provide the following minimum services:

1. Commercial aircraft fueling (100LL & Jet A) and oil dispensing. Jet A must be available via fuel truck. 100LL must be available via self-service (with a card reader) for both local/based and transient customers within one year of entering into a contract with the City to operate the FBO at the Airport.
2. Aircraft storage (tie-down and hangar facilities).
3. Aircraft ramp services (towing, parking guidance, etc).
4. Maintenance, repair and servicing of aircraft.
5. Maintenance of airfield (mowing, snow removal).
6. Maintenance and minor repair (interior and exterior) of airfield buildings owned by the City.
7. Management and subleasing of space in hangars and tie-downs.
8. Operation of the fuel farm for the storage, handling and delivery of aviation fuel products.
9. Emergency service to disabled general aviation aircraft (i.e. towing/transporting disabled aircraft).
10. Employment of the appropriate number of properly trained and/or certified personnel to provide satisfactory FBO service.
11. Maintenance and servicing of courtesy car.
12. Minimum hours of operation – attended year round:
 1. Monday-Friday (0800-1800)
 2. Saturday (0800-1700)
 3. Sunday (0800-1200)

B. Optional Services

The successful proposing FBO may provide the following optional aeronautical services:

1. Flight Training.
2. Aircraft Rental.
3. Air Taxi/Charter.
4. Aircraft Sales.
5. Avionics Repair.
6. Specialized maintenance (upholstery, etc.).
7. Any other type of aeronautical service not listed.

The successful proposing FBO may provide the following optional customer services:

1. Snack bar.
2. Miscellaneous retail (pilot supplies, promotional clothing, etc.).
3. Any other type of service not listed.
4. Monthly Breakfast fly-ins”
5. Casino Charters
6. Texoma Charters
7. Glider and/or ultralight rentals

C. Revenues

The successful proposing FBO shall propose revenue streams or customer services within their business plan which may include, but not be limited to:

1. Fuel sales subject to a flowage fee
2. Flight training and aircraft rental fees
3. Aircraft maintenance fees

SECTION III: SCOPE / QUALIFICATIONS

A. Minimum Qualifications

To be eligible for consideration for the RFP, the Responder must meet the following minimum qualifications:

1. A minimum of five (5) years prior experience in the FBO business or an aviation commercial enterprise, or substantial equivalent.
2. Financial capability to operate the FBO

B. Term of Agreement

The City proposes an initial five (5) year agreement. Consideration will be given to requests for additional renewal options in five (5) year increments.

C. General Obligations

The successful Responder will be responsible for complying with all terms and conditions contained within the negotiated agreement (see **Appendix C** for sample agreement) with the City, in addition to the Airport Rules and Regulations; all other Local, State and/or Federal rules which may apply; and all applicable Federal Aviation Regulations (FARs).

The successful Responder must be an active legal entity, licensed to do business in the State of Oklahoma, within thirty (45) days of approval of the agreement by the City.

The successful Responder will maintain the following – all runways, taxiways, taxilanes, ramps and any associated lighting/navigation aids owned by the City; parking lots and perimeter roads; on-site stormwater facilities; and the equipment list provided in Section I, Part G.

D. Insurance

Prior to the commencement of FBO operations, the successful respondent will carry and maintain at its sole cost and expense all policies of insurance described below. All such policies of insurance shall show on their face that the FBO is a named insured and that the City is named as an additional insured. Such insurance shall include coverage against liability for death, bodily injury or property damage arising out of the acts or omissions of or on behalf of the FBO or involving any owned, non-owned, leased or hired vehicle in connection with any of the obligations or activities of the FBO of the equipment, and shall be in the following categories and amounts:

1. Comprehensive General Liability a. \$1,000,000 each occurrence
2. Completed Operations/Products Liability a. \$1,000,000 each occurrence
3. Hangar keeper's Liability
 1. \$100,000 each aircraft
 2. \$300,000 each loss
4. Premises Medical Payments
 1. \$1,000 each person
 2. \$5,000 each accident

All policies must include the City, its officers, agents, employees and volunteers as "Additional Insured" under its policies and must be endorsed to the applicable policy.

The insurance coverage and limits are set at the sole discretion of the City and are subject to change or revision as the need arises.

SECTION IV: PROPOSAL CONTENTS

A successful proposal should contain the following items at a minimum:

A. General Information

1. Names and qualifications of corporate/company officers/owners.
2. Company address/location(s) and other appropriate contact information
3. Brief history of the company
4. A full description of the Responder's entity (corporation, partnership, etc.) and identification of all parties including a disclosure of all persons or entities having a beneficial interest in the proposal.
5. A statement signed by an authorized representative committing to provide the services described within the written proposal.
6. Proposed exceptions or suggested modifications to the sample agreement provided in

Appendix C.

B. Financial Fitness

1. The Respondent must be able to provide sufficient proof supporting the Responder's financial ability to fulfill the obligations contained in the agreement. Financial statements including, but not limited to, audited balance sheets and income statements for the past two (2) years must be provided.
2. Annual contribution to the City's economic base (projected annual sales/income).

C. Business Plan

1. *Operations Plan:* Attach a description of the Respondent's scope of operations, setting forth each business activity proposed in accordance with Section II and III of this RFP, and the means to be employed to operate the FBO in order to provide high quality service to general aviation patrons and the general public. Include proposed fees and charges for providing the services listed in Section II.
2. *Management Structure and Operating Personnel Schedule:* Attach a description of the Respondent's proposed management hierarchy and operating personnel schedule and salary structure of each. Proposed job titles and descriptions should be included.
3. *Marketing Program:* Attach a description of the marketing program Respondent would propose to use in attracting new general aviation activity to the FBO.
4. *Other:* Include a description of any alternative revenue streams or additional customers services not included in this RFP that the Responder proposes (and will be negotiated with the City).

D. References

Provide contact information for three individuals that have had experience with the Responder's company.

E. Other Information

1. Respondent may provide other relevant information to support their qualifications to provide the services described herein.
2. Respondent should describe anticipated capital investment to be made in the FBO facility upon execution of the lease, if any.

SECTION V: PROPOSAL SUBMITTAL

A. Submittal Package

Respondents shall submit nine (3) copies of its proposal.

B. Delivery

Proposals must be submitted to the Office of the City Clerk, 300 West Evergreen St, Durant, OK 74701 in a sealed envelope marked on the outside with "Proposal for Airport FBO." Proposals will be received until **September 12, 2016 at 4:00pm.**

C. Schedule

Issue Request for Proposal	Aug 10, 2016
Airport Visits.....	Sept 01, 2016
Last day for questions by Respondents.....	Sept 06, 2016
Proposals Due.....	Sept 12, 2016
Selection or Optional Shortlist.....	Sept 19, 2016
Optional Shortlist Interviews.....	Sept 23, 2016
Selection.....	Sept 27, 2016
City Council Approval.....	To Be Determined
Lease Negotiation Deadline.....	To Be Determined

D. Site Visit

Any Responders wishing to conduct a site visit of the Airport must meet Jacque Wilson at the FBO office at the Airport on Sept 1, 2016 at 10:00am. Please contact Jacque Wilson at jwilson@durant.org if you plan to attend the site visit.

E. Questions

All questions must be submitted in writing to jacque.wilson@durant.org by Sept 06, 2016 at 3:00 pm. An addendum to this RFP will then be issued to all parties with responses to all questions that have been received. Questions will be accepted in person, via telephone, via fax or via mail.

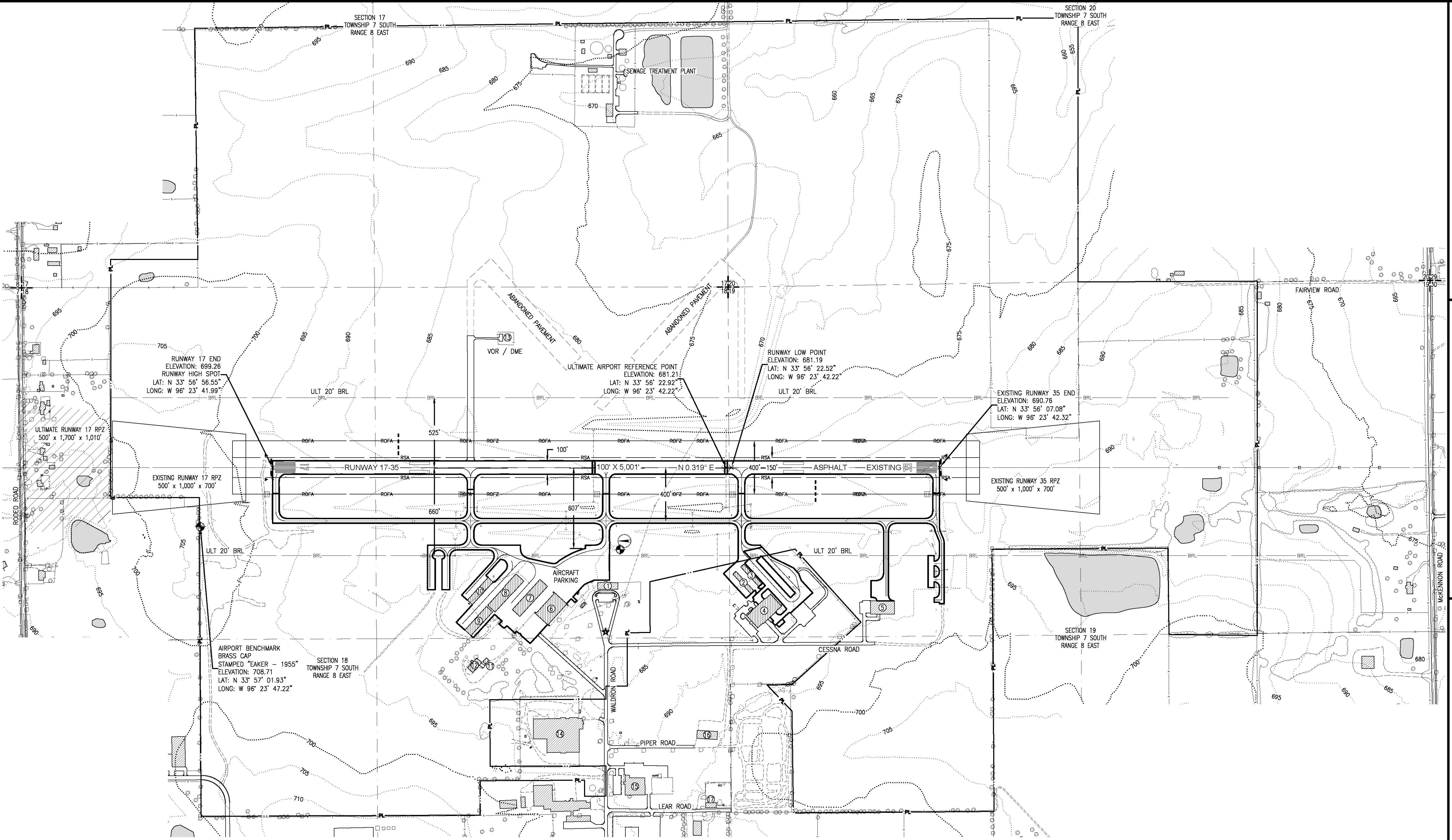
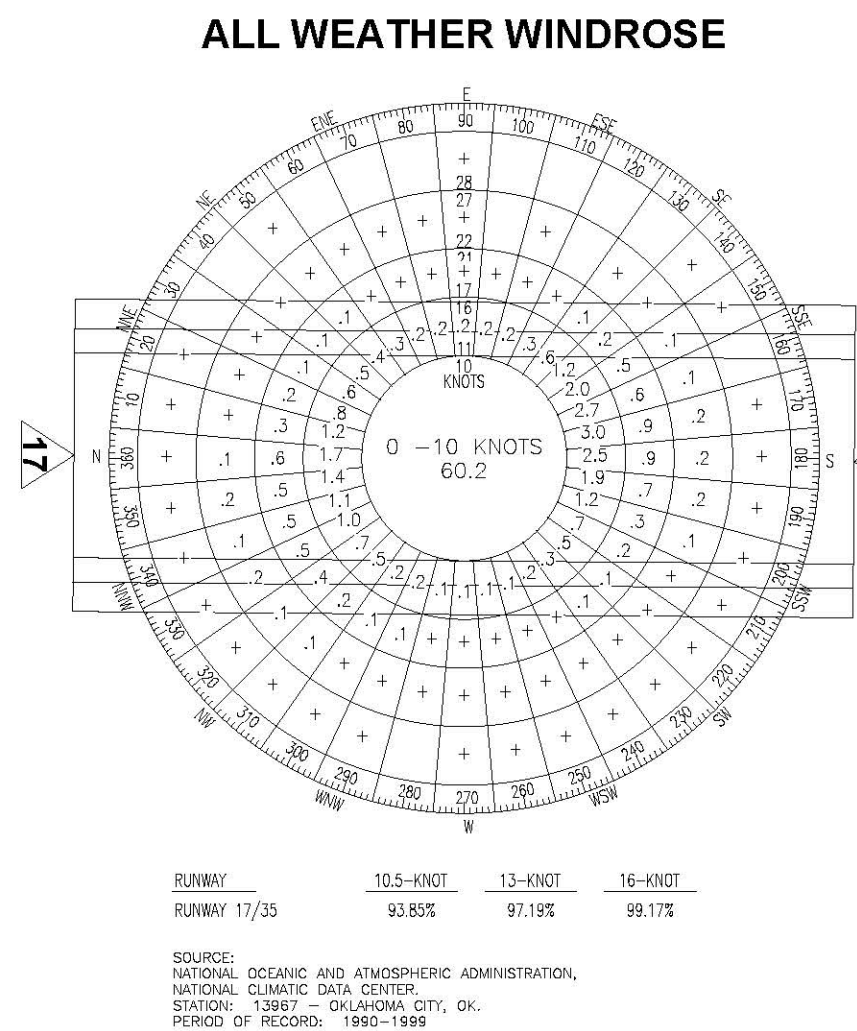
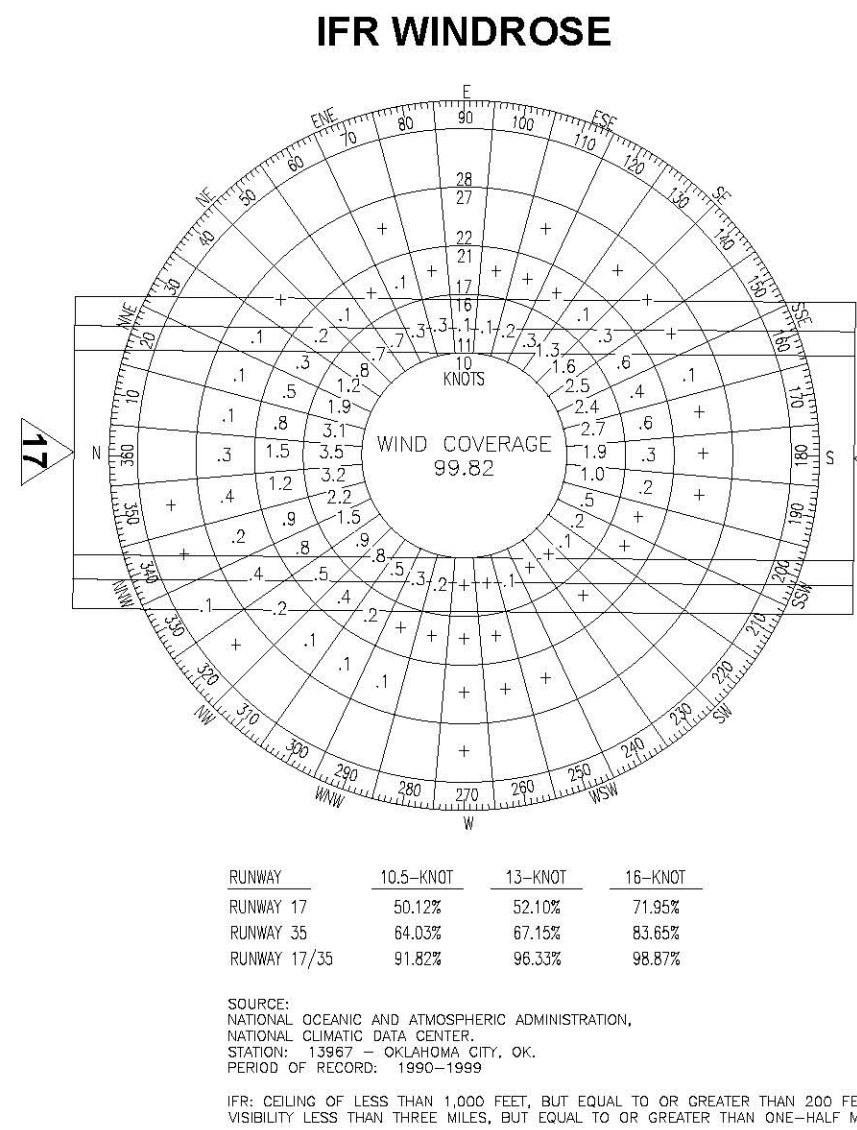
F. City Reservations

The City reserves the right to:

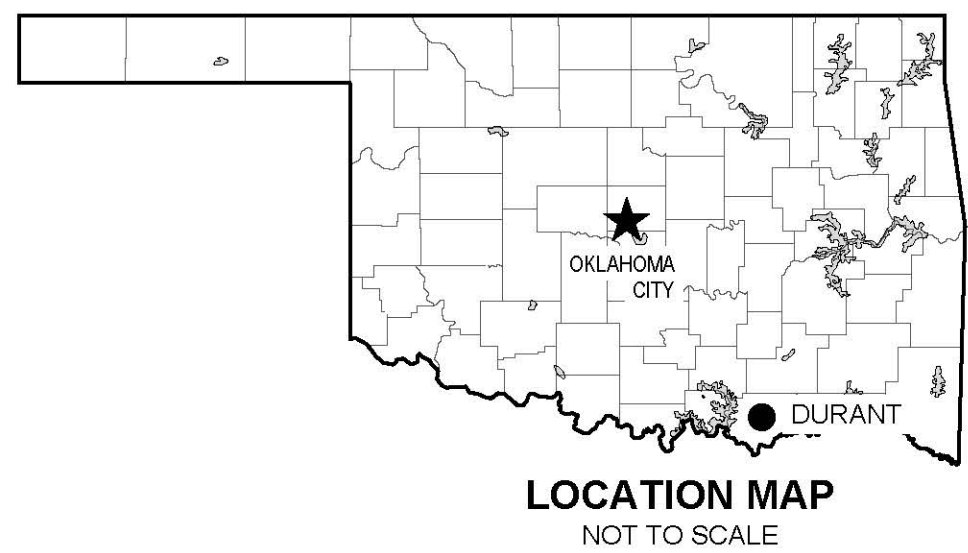
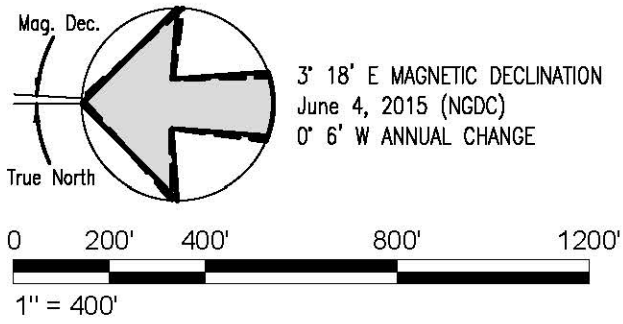
1. Modify or otherwise vary the terms and conditions of the RFP at any time, including but not limited to, deadlines for submission, schedules and proposal requirements.
2. Shortlist more than one firm and have those firms complete a presentation to the Selection Committee and City Council.
3. Reject or refuse any or all proposals, or to cancel and withdraw this RFP at any time.
4. Negotiate with any or all Respondents in order to obtain terms most beneficial to the City.

SECTION VI: APPENDIX A

Airport Layout Plan



BENCHMARK DATA
BRASS CAP STAMPED "EAKER - 1955"
33° 57' 01.93"
96° 23' 47.22"
ELEVATION: 708.71



BUILDING / STRUCTURE DATA				
BLDG	DESCRIPTION	GROUND ELEV.	BLDG. HEIGHT	TOP OF BLDG. MAX. ELEV.
1	TERMINAL	665.8	28.8	714.8
2	SOSU HANGAR	664.9	10.0	694.9
3	SOSU HANGAR	665.2	10.0	695.2
4	SOSU FLIGHT SCHOOL	666.6	28.0	716.6
5	PRIVATE HANGAR	665.0	42.5	737.5
6	STORAGE HANGAR	668.0	34.0	722.0
7	HANGAR	667.5	18.0	705.5
8	MAINTENANCE HANGAR	666.7	18.0	704.7
9	CORPORATE HANGARS	667.1	18.0	705.1
10	T-HANGAR	666.7	18.0	704.7
11	BUILDING	667.6	15.0	702.6
12	BUILDING	668.4	20.0	708.4
13	VOR BUILDING AND ANTENNA	661.2	38.0	719.2
14	COMMERCIAL BUILDING	660.8	35.0	725.8
15	NATIONAL GUARD ARMORY	662.7	24.0	716.7
16	OLD SOSU FLIGHT SCHOOL	663.7	20.0	713.7
17	NATIONAL GUARD MAINTENANCE	666.0	15.0	711.0

LEGEND		RUNWAY DATA		AIRPORT DATA	
ITEM	SYMBOL	ITEM	SYMBOL	ITEM	SYMBOL
AIRPORT REFERENCE POINT (ARP)		AIRPORT CATEGORY / DESIGN GROUP	B-II	AIRPORT ELEVATION (FEET, AMSL)	699.28
AIRFIELD PAVEMENT		RUNWAY WIDTH AND LENGTH	100' x 5,001'	AIRPORT PROPERTY (ACRES)	891.5±
AIRPORT PROPERTY LINE		SAFETY AREA WIDTH x LENGTH BEYOND THRESHOLD	150' x 300'	AIRPORT REFERENCE POINT (ARP)	33° 56' 51.82" LAT, 96° 23' 42.19" LONG
RUNWAY SAFETY AREA		OBJECT FREE AREA WIDTH x LENGTH BEYOND THRESHOLD	400' x 300'	AIRPORT REFERENCE CODE	B-II
RUNWAY OBSTACLE FREE AREA		OBSTACLE FREE ZONE WIDTH x LENGTH BEYOND THRESHOLD	400' x 200'	AERONAUTICAL SURVEY TYPE REQUIRED	VGAS
RUNWAY OBSTACLE FREE ZONE		RUNWAY PROTECTION ZONE (W x L x H)	17 500' x 1,000' x 700' 35 500' x 1,000' x 700'	CRITICAL DESIGN AIRCRAFT	GRUMMAN GULFSTREAM I
RUNWAY PROTECTION ZONE (RPZ)		APPROACH VISIBILITY MINIMUMS	35 NOT LESS THAN 1 MILE	TAXIWAY WIDTH	35' / 40'
HOLDLINE WITH SIGN		PART 77 CATEGORY	B-I	TAXIWAY LIGHTING	MTL
THRESHOLD LIGHTS		PART 77 SURFACE SLOPE	35 20.1 35 34.1	TAXIWAY MARKING	CENTERLINE & HOLDLINES
RUNWAY END IDENTIFIER LIGHT (REIL)		EFFECTIVE GRADIENT (%)	0.361	NORMAL MAX. TEMP. HOTTEST MONTH (°F)	96°F
PRECISION APPROACH PATH INDICATOR		WIND COVERAGE (%) 10.5 / 13 / 16 KT	93.85 / 97.19 / 99.17	AIRPORT AND TERMINAL NAVAIDS	NDB VOR, GPS, BEACON
LIGHTED ROTATED BEACON		PAVEMENT TYPE	ASPHALT	RUNWAY END COORDINATES NAD 83 DATUM	
LIGHTED WINDCONE		PAVEMENT STRENGTH - (1,000#)	30S, 40D, 80DT	RUNWAY	EXISTING
FUELING LOCATION		ELECTRONIC AIDS	17 NDB, GPS 35 NDB, GPS	RUNWAY 17	33° 56' 51.82" LAT, 96° 23' 42.19" LONG
NON-DIRECTIONAL BEACON (NDB)		VISUAL AIDS	17 REILS, PAPI 35 REILS, PAPI	RUNWAY 35	33° 56' 07.08" LAT, 96° 23' 42.22" LONG
AUTOMATED SURFACE OBSERVING SYSTEM (ASOS)		RUNWAY MARKING	17 NON-PRECISION 35 NON-PRECISION	DECLARED DISTANCES	
BUILDING		RUNWAY LIGHTING	MIRL	TAKEOFF RUN AVAILABLE	17 5,001'
UTILITY POLE		RUNWAY TRUE BEARING	N 0.319° E	TAKEOFF DISTANCE AVAILABLE	17 5,001'
FENCE		RUNWAY END ELEVATIONS	17 699.28 35 699.75	ACC-STOP DISTANCE AVAILABLE	17 5,001'
GROUND CONTOUR, INTERVAL = 5'		TOUCHDOWN ZONE ELEVATIONS	17 699.28 35 699.75	LANDING DISTANCE AVAILABLE	17 5,001'

NOTE: GROUND ELEVATION, BUILDING HEIGHT AND TOP OF BUILDING ELEVATIONS ARE ESTIMATED. MAXIMUM ELEVATION IS ULTIMATE TRANSITIONAL / HORIZONTAL SURFACE ELEVATION AT BUILDING LOCATION

MODIFICATIONS TO AIRPORT DESIGN STANDARDS
NONE REQUIRED

NOTES
NONE

OBSTACLE FREE ZONE OBJECT PENETRATIONS
NO OFZ PENETRATIONS

THRESHOLD SITING SURFACE OBJECT PENETRATIONS
NO TSS PENETRATIONS

FAA DISCLAIMER
THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS REPORT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

DOCUMENT APPROVED FOR SUBMITTAL TO FAA

AIRPORT MANAGER - DURANT REGIONAL AIRPORT - EAKER FIELD Date

EXISTING AIRPORT LAYOUT DRAWING

DURANT REGIONAL AIRPORT - EAKER FIELD

LBR Inc. Airport Consultants
1802 West Wright Drive
Stillwater, Oklahoma 74075
Tel 405-377-8276 Fax 405-377-3297 WWW.LBRCK.COM

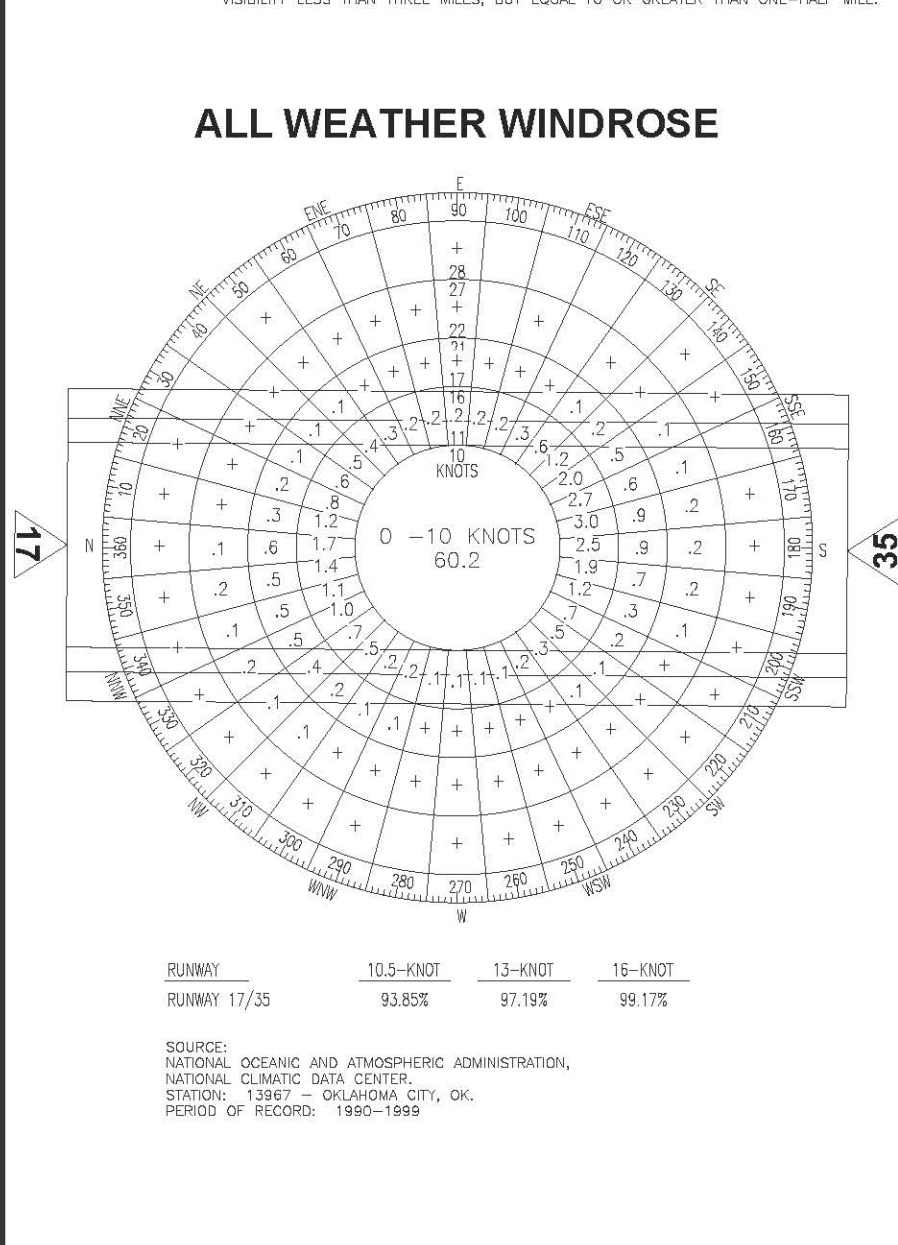
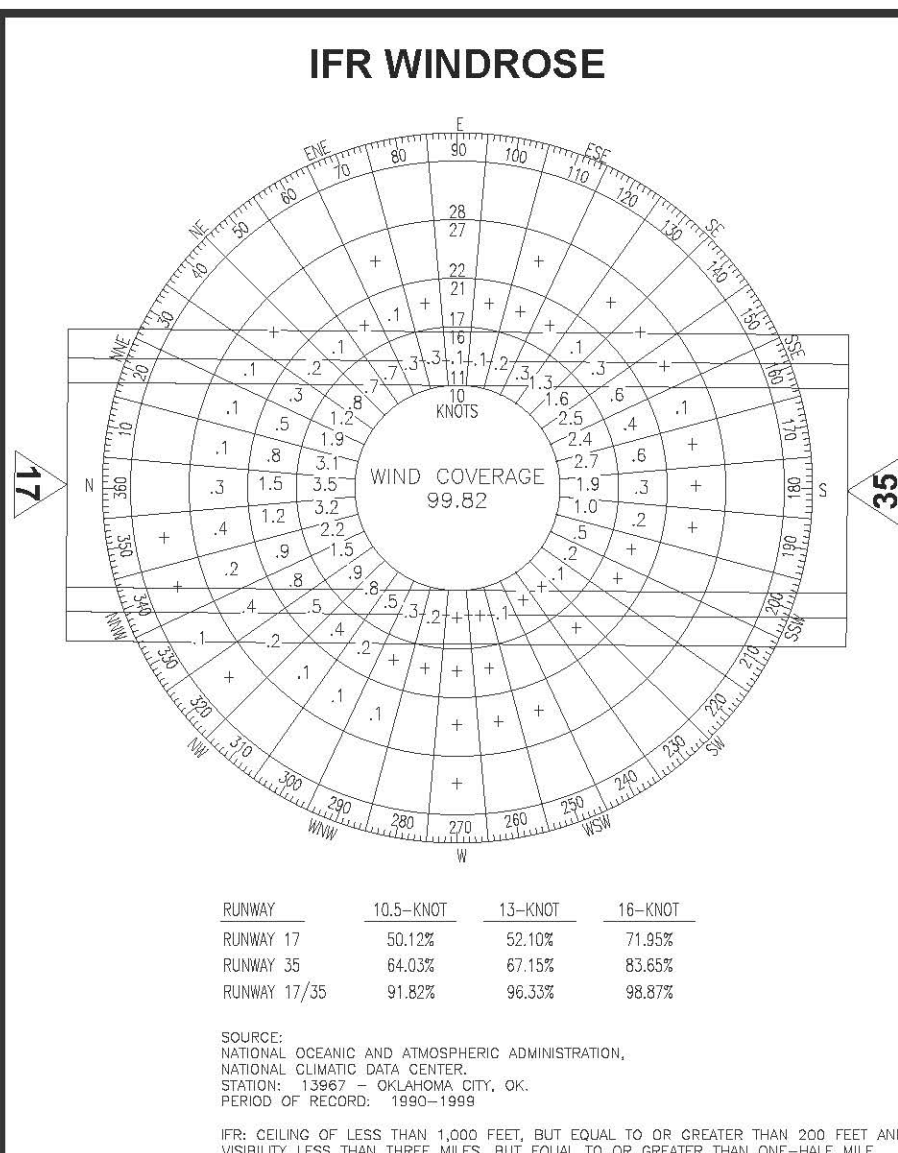
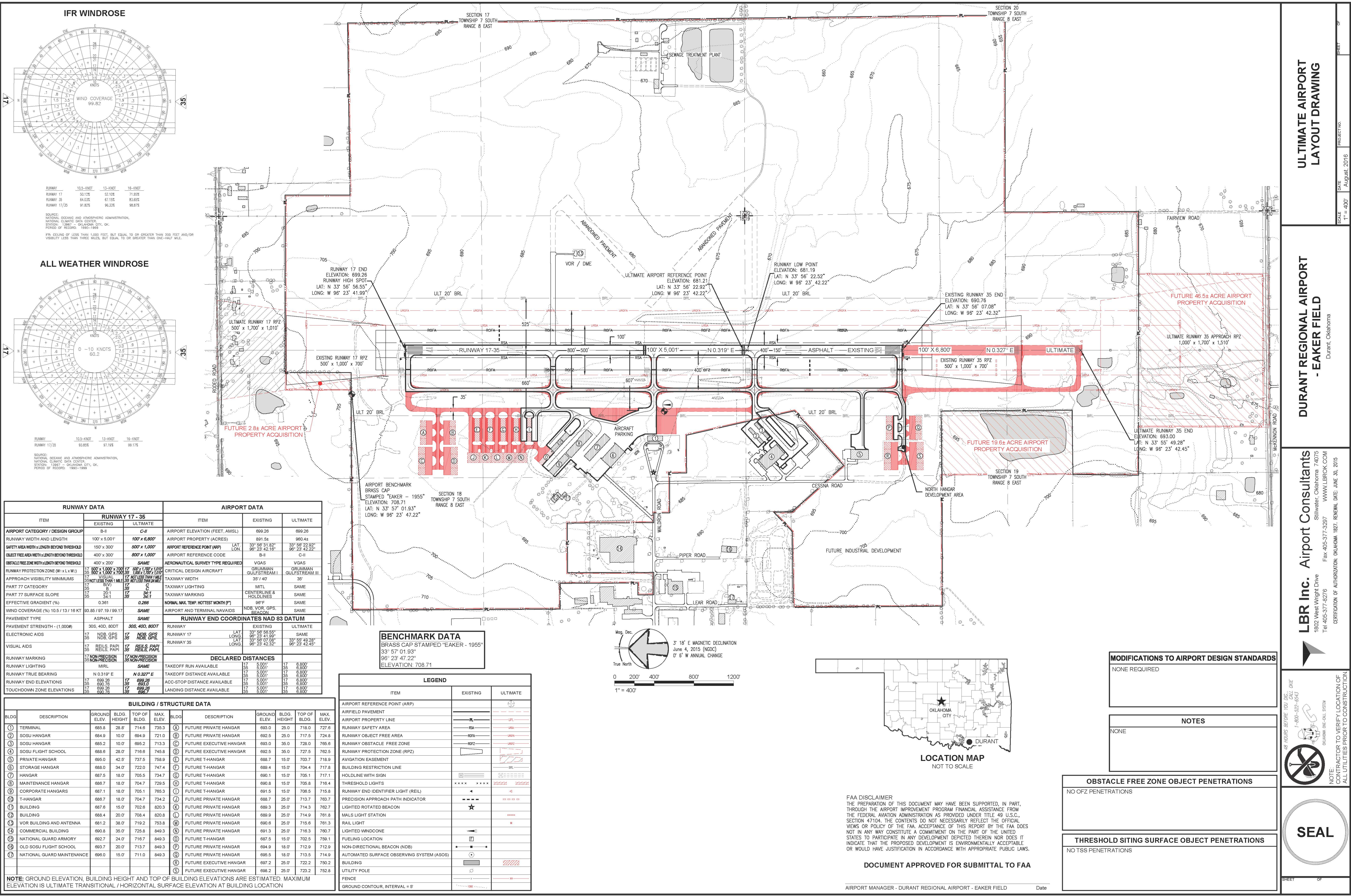
NOTE: CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION

SEAL

SHEET 06

SECTION VII: APPENDIX B

Transportation Improvement Program (TIP)



RUNWAY DATA			AIRPORT DATA		
ITEM	RUNWAY 17 - 35		ITEM	EXISTING	ULTIMATE
	EXISTING	ULTIMATE			
AIRPORT CATEGORY / DESIGN GROUP	B-II	C-II	AIRPORT ELEVATION (FEET, AMSL)	699.26	699.26
RUNWAY WIDTH AND LENGTH	100' x 5,001'	100' x 6,800'	AIRPORT PROPERTY (ACRES)	891.58	960.44
SAFETY AREA WIDTH x LENGTH BEYOND THRESHOLD	150' x 300'	500' x 1,000'	AIRPORT REFERENCE POINT (ARP)	LAT. 33° 56' 51.92" N LONG. 96° 23' 42.18" W	33° 56' 52.92" N 96° 23' 42.22" W
OBJECT FREE AREA WIDTH x LENGTH BEYOND THRESHOLD	400' x 300'	800' x 1,000'	AIRPORT REFERENCE CODE	B-II	C-II
OBSTACLE FREE ZONE WIDTH x LENGTH BEYOND THRESHOLD	400' x 200'	SAME	AERONAUTICAL SURVEY TYPE REQUIRED	VGAS	VGAS
RUNWAY PROTECTION ZONE (W x L x W)	17 500' x 1,000' x 700' 35 500' x 1,000' x 700'	17 800' x 1,000' x 1,000' 35 800' x 1,000' x 1,000'	CRITICAL DESIGN AIRCRAFT	GRUMMAN GULFSTREAM I 35' / 40'	GRUMMAN GULFSTREAM III 35' / 40'
APPROACH VISIBILITY MINIMUMS	17 1.0 35 1.0	17 1.0 35 1.0	TAXIWAY WIDTH	35'	35'
PART 77 CATEGORY	17 C 35 C	17 C 35 C	TAXIWAY LIGHTING	MITL	SAME
RUNWAY SURFACE SLOPE	17 20:1 35 34:1	17 34:1 35 34:1	TAXIWAY MARKING	CENTERLINE & HOLD LINES	SAME
EFFECTIVE GRADE (%)	0.361	0.266	NORMAL MAX. TEMP. HOTTEST MONTH (°F)	96°F	SAME
WIND COVERAGE (%) 10.5 / 13 / 16 KT	93.85 / 97.19 / 99.17	SAME	AIRPORT AND TERMINAL NAVAIDS	NDB, VOR, GPS, BEACON	SAME
PAVEMENT TYPE	ASPHALT	SAME	RUNWAY END COORDINATES NAD 83 DATUM		
PAVEMENT STRENGTH - (1,000LB)	30S, 40D, 80DT	30S, 40D, 80DT	RUNWAY	EXISTING	ULTIMATE
ELECTRONIC AIDS	17 NDB, GPS 35 NDB, GPS	17 NDB, GPS 35 NDB, GPS	RUNWAY 17	LAT 33° 56' 56.55" N LONG 96° 23' 41.99" W	LAT 33° 56' 56.55" N LONG 96° 23' 41.99" W
VISUAL AIDS	17 REILS, PAPI 35 REILS, PAPI	17 REILS, PAPI 35 REILS, PAPI	RUNWAY 35	LAT 33° 56' 07.08" N LONG 96° 23' 42.32" W	LAT 33° 56' 07.08" N LONG 96° 23' 42.32" W
RUNWAY MARKING	17 NON-PRECISION 35 NON-PRECISION	17 NON-PRECISION 35 NON-PRECISION	DECLARED DISTANCES		
RUNWAY LIGHTING	MIRL	SAME	TAKEOFF RUN AVAILABLE	17 5,001' 35 5,001'	17 6,800' 35 6,800'
RUNWAY TRUE BEARING	N 0.319° E	N 0.327° E	TAKEOFF DISTANCE AVAILABLE	17 5,001' 35 5,001'	17 6,800' 35 6,800'
RUNWAY END ELEVATIONS	17 699.26 35 699.26	17 699.26 35 699.26	ACC-STOP DISTANCE AVAILABLE	17 5,001' 35 5,001'	17 6,800' 35 6,800'
TOUCHDOWN ZONE ELEVATIONS	17 699.26 35 699.26	17 699.26 35 699.26	LANDING DISTANCE AVAILABLE	17 5,001' 35 5,001'	17 6,800' 35 6,800'

BUILDING / STRUCTURE DATA									
BLDG	DESCRIPTION	GROUND ELEV.	BLDG. HEIGHT	TOP OF BLDG.	MAX. ELEV.	BLDG	DESCRIPTION	GROUND ELEV.	BLDG. HEIGHT
1	TERMINAL	685.8	28.5	714.3	735.3	1	FUTURE PRIVATE HANGAR	693.0	25.0
2	SOSU HANGAR	684.9	10.0	694.9	721.0	2	FUTURE PRIVATE HANGAR	692.5	25.0
3	SOSU HANGAR	685.2	10.0	695.2	713.3	3	FUTURE EXECUTIVE HANGAR	693.0	35.0
4	SOSU FLIGHT SCHOOL	686.6	28.0	714.6	745.8	4	FUTURE EXECUTIVE HANGAR	692.5	35.0
5	PRIVATE HANGAR	695.0	42.5	737.5	758.9	5	FUTURE T-HANGAR	688.7	15.0
6	STORAGE HANGAR	688.0	34.0	722.0	747.4	6	FUTURE T-HANGAR	688.4	15.0
7	HANGAR	687.5	18.0	705.5	734.7	7	FUTURE T-HANGAR	690.1	15.0
8	MAINTENANCE HANGAR	688.7	18.0	704.7	729.5	8	FUTURE T-HANGAR	690.8	15.0
9	CORPORATE HANGARS	687.1	18.0	705.1	765.3	9	FUTURE T-HANGAR	691.5	15.0
10	T-HANGAR	686.7	18.0	704.7	734.2	10	FUTURE PRIVATE HANGAR	688.7	25.0
11	BUILDING	687.6	15.0	702.6	820.3	11	FUTURE PRIVATE HANGAR	686.3	25.0
12	BUILDING	688.4	20.0	708.4	820.8	12	FUTURE PRIVATE HANGAR	686.9	25.0
13	VOR BUILDING AND ANTENNA	681.2	38.0	719.2	753.8	13	FUTURE PRIVATE HANGAR	690.6	25.0
14	COMMERCIAL BUILDING	690.8	35.0	725.8	849.3	14	FUTURE PRIVATE HANGAR	691.3	25.0
15	NATIONAL GUARD ARMORY	692.7	24.0	716.7	849.3	15	FUTURE T-HANGAR	687.5	15.0
16	OLD SOSU FLIGHT SCHOOL	693.7	20.0	713.7	849.3	16	FUTURE PRIVATE HANGAR	694.9	18.0
17	NATIONAL GUARD MAINTENANCE	696.0	15.0	711.0	849.3	17	FUTURE PRIVATE HANGAR	695.5	18.0

NOTE: GROUND ELEVATION, BUILDING HEIGHT AND TOP OF BUILDING ELEVATIONS ARE ESTIMATED. MAXIMUM ELEVATION IS ULTIMATE TRANSITIONAL / HORIZONTAL SURFACE ELEVATION AT BUILDING LOCATION

LEGEND		
ITEM	EXISTING	ULTIMATE
AIRPORT REFERENCE POINT (ARP)		
AIRFIELD PAVEMENT	PL	ULP
AIRPORT PROPERTY LINE	PL	ULP
RUNWAY SAFETY AREA	RSA	ULSA
RUNWAY OBJECT FREE AREA	ROFA	ULROFA
RUNWAY OBSTACLE FREE ZONE	ROFZ	ULROFZ
RUNWAY PROTECTION ZONE (RPZ)		
AVIGATION EASEMENT		
BUILDING RESTRICTION LINE	BRL	
HOLDLINE WITH SIGN		
THRESHOLD LIGHTS	XXXX	XXXX
RUNWAY END IDENTIFIER LIGHT (REIL)	4	4
PRECISION APPROACH PATH INDICATOR	---	---
LIGHTED ROTATED BEACON	★	
MALS LIGHT STATION		
RAIL LIGHT		
LIGHTED WINDCONE		
FUELING LOCATION		
NON-DIRECTIONAL BEACON (NDB)		
AUTOMATED SURFACE OBSERVING SYSTEM (ASOS)		
BUILDING		
UTILITY POLE		
FENCE		
GROUND CONTOUR, INTERVAL = 5'		

FAA DISCLAIMER
THE PREPARATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THIS REPORT BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

DOCUMENT APPROVED FOR SUBMITTAL TO FAA

AIRPORT MANAGER - DURANT REGIONAL AIRPORT - EAKER FIELD Date

MODIFICATIONS TO AIRPORT DESIGN STANDARDS
NONE REQUIRED

NOTES
NONE

OBSTACLE FREE ZONE OBJECT PENETRATIONS
NO OFZ PENETRATIONS

THRESHOLD SITING SURFACE OBJECT PENETRATIONS
NO TSS PENETRATIONS

ULTIMATE AIRPORT LAYOUT DRAWING

DURANT REGIONAL AIRPORT - EAKER FIELD

LBR Inc. Airport Consultants
1802 West Wright Drive
Tel 405-377-8276
Fax 405-377-3257
WWW.LBRCK.COM

48 HOURS BEFORE YOU DO... CALL ONE 1-800-522-0510
OULAHM ONE-ALL SYSTEM
NOTE: CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
DURANT REGIONAL AIRPORT - EAKER FIELD - ULTIMATE AIRPORT LAYOUT DRAWING - August, 2016 - z:\durant - eaker field airport - 405\2016 lbr management\lbo rlg drawings.dwg Saved: 8/4/2016 10:21 AM Plotted: 8/4/2016 10:26 AM

SEAL

1" = 400'

DATE August, 2016

PROJECT NO.

SHEET OF

SECTION VIII: APPENDIX C

Sample Agreement – FBO and Manager's

FIXED BASE OPERATOR'S AGREEMENT

THIS AGREEMENT made and entered into this _____ day of , , between the **(Airport owner)** , an the City of Durant, hereinafter referred to as the Owner, and . hereinafter referred to as the Operator;

WITNESSETH:

WHEREAS, Owner is a Political Sub-division organized and existing under and by virtue of the laws of the State of Oklahoma and has heretofore acquired a public airport in **CITY**, Oklahoma , and known as **AIRPORT NAME** upon which Owner has constructed certain facilities consisting of runways, taxiways, multiple `T' hangars together with other facilities shown by plans and specifications in the files in its offices, together with water drainage, sanitary, heating and electrical facilities; and

WHEREAS, Operator and Owner, through (Governing Board), said (Governing Board) being the official governing body of Owner have agreed in respect to the management of the aforesaid operation as hereinafter specified.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. The term of this Concession Agreement shall be for a period of ____ consecutive months, commencing on _____, and ending _____, and month to month thereafter, termination to be made by giving thirty (30) days notice to the other party.
2. Owner does hereby give and grant unto Operator exclusive rights of use and occupancy of facilities, equipment and improvements commonly known as the (Name of Building) and the (Name) hangar in and upon said airport and non-exclusive rights to use common areas of said airport including runways, taxiways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
3. Owner and Operator specifically agree further as follows:
 - a. Owner reserves for its own use and without charge, rebate, or reduction in payments hereinafter provided to be made by Operator, the right and privilege to use or occupy that non-exclusive area which is granted in Paragraph 2 hereof, as may be needed at any time hereafter, in the sole discretion of the Owner, for storage purposes, said space to be selected at the option of and in the sole discretion of Owner.
 - b. That any right herein granted to install, operate, maintain, repair or store shall be subject to approval at all times of Owner in the interests of safety and convenience of all concerned, this paragraph not limited to but having reference in particular to any equipment necessary for the conduct of Operator's business.
 - c. That included in the rights herein granted are rights of ingress to and egress from the premises, which rights shall extend to operators, employees, passengers, guests, invitees and patrons of Operator.
 - d. That the rights herein granted, the same shall include the right of Operator, in common with others authorized so to do, to use common areas of said Airport, including runways, taxiways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of Operator.
4. Operator, at his own expense, shall use and occupy (in common with others) the aprons, space, facilities, taxiway, runways, etc. as set forth in Paragraph 2 hereof, in accordance with the

limitations placed upon such use and occupancy herein for the following purposes, and only for the following purposes:

- a. Operation and conduct of a primary flight school, which school shall include courses for the attaining of private, commercial and instructor's certificates, and if benefits are now or in the future extended to veterans by the Veterans Administration of the United States for such purpose, a flight school in compliance with and in connection with such benefits and said Veterans Administration.
 - b. Operation of the maintenance hangar as a service shop for repairs and service to aircraft for the convenience of said Airport and its patrons.
 - c. Conduct of private plane operations, which shall include the servicing, storing and repairing as hereinafter set forth.
 - d. Conduct of the sale of aircraft, aircraft accessories, aircraft parts, and products used in connection with the servicing, sale or handling of aircraft.
 - e. Conduct of charter service.
 - f. Custom Crop spraying, crop seeding, insect control program, aerial farm survey program, and aerial commercial advertising programs of all types.
 - g. Conduct of such other activities as may be mutually agreed upon by the Owner and Operator.
5. The consideration to be paid by the Operator to Owner for the rights and privileges herein conferred, and as rental, shall be as follows:
- a. Operator shall purchase all aviation gasoline from the Owner. Any aviation grade auto gas, which is purchased by Operator and sold from Operator's fuel truck, does not have to be purchased from Owner. Owner agrees to stick all gasoline tanks the last day of each month. Owner shall check meter readings of the individual pumps. Owner shall bill the Operator for all gas pumped at a rate equal to Owner's price per gallon to purchase plus \$ ____ per gallon. Owner shall make reasonable, diligent efforts to secure fuel at the best value available. Payments to be made by the 30th of the month following billing. Operator will bill for all gas purchased. The flowage fee for aviation gas shall not apply to aviation grade auto fuel sold by Operator from their fuel truck.
 - b. Operator shall pay the entire cost of heating the maintenance hangar. Owner shall also pay the cost of heating, and cooling in the (admin or office) building and electrical cost of maintenance hangar. Operator will do all janitorial for (admin or office) building.
 - c. Operator shall pay the Owner (rate) per ____ square foot for square feet office space per month and Operator shall pay Owner (rate) per ____ square foot for square feet of maintenance hangar space per month. All payments shall be made on a ____ basis.
 - d. In the event Operator fails to pay Owner for any of the charges in this paragraph, then and in that event a financing charge computed upon a periodic rate of 1 1/2% per month will be charged upon the unpaid outstanding balance of amounts previously due but unpaid and said outstanding balance shall be computed by adding to any previous balance the current purchases less credits for payments made within the billing period. The financing charge made herein is the equivalent of an ANNUAL PERCENTAGE RATE of 18% per annum. Operator agrees to pay reasonable attorney fees and costs incurred by Owner for enforcing any of the rights or amounts provided for in this Agreement.
 - e. Operator agrees to use his best efforts to promote and advertise for the use of the airport and its facilities. Owner agrees to pay Operator the sum of \$ ____ /month payable quarterly.
6. Owner and Operator agree that there is now in existence on said Airport an administration building, maintenance hangar and multiple 'T' hangars and have agreed that all lands, buildings or facilities not described in Paragraph 2 are expressly excluded from this contract and reserved wholly and exclusively for the use of the Owner. Operator further agrees that all buildings not described in Paragraph 2 are hereby reserved exclusively to the Owner, and shall be in Owner's exclusive control for such purposes, including rental, as Owner determines to be fit and proper.

Operator further agrees as part of the consideration for this contract that he and his employees shall and will assist all patrons of the said Airport, whether his customers or not, the assistance to include the handling of the aircraft, tying down of aircraft, and all other incidentals common to the tying down. Operator shall be entitled to make such additional charges for certain of such services as shall be reasonable.

- a. All monthly hangar rentals will be billed from Owner's office with Owner collecting all fees.
 - b. All overnight hangar storage for 'T' hangars shall be collected by Operator and turned in to the Owner the first day of each month. Operator cannot sublet 'T' hangars for extended period of time (more than seven (7) days) without express written consent of Owner.
 - c. Operator shall rent hangars for Owner and notify their office of a cancellation or new rental within twenty-four (24) hours. The Operator on a form furnished by the Owner must certify all rentals.
 - d. The Operator will furnish service necessary for the storage of all planes for which he may charge a reasonable fee.
 - e. Operator will provide all service and equipment for tie downs. Operator agrees to keep tie down ropes in serviceable and adequate condition. All tie down fees belong to Operator.
 - f. Operator agrees to make the maintenance hanger, ramp, and apron areas available to the ____ to allow the ____ to conduct annual Fly-In Breakfast.
 - g. Operator's name shall be put at the top of the aircraft hanger waiting list and shall be given the opportunity to select the first hangar that becomes available after _____. In the event they choose not to take the hangar that becomes available they shall have one (1) other opportunity to take the next hangar that becomes available. Should they refuse to take one (1) of the first two- (2) hangars that become available, then their name shall be placed at the bottom of the waiting list.
7. Owner and Operator further agree that this contract, and in particular all provisions, stipulations and agreements contained in Paragraphs 5 and 6 hereof, are conditioned upon and limited by the agreements between Owner and Operator set forth herein as follows, as the following provisions apply to said agreements and Paragraphs 5 and 6:
 - a. Gross charges made by Operator to his customers shall include not only gross cash receipts but also all charges placed on the books of Operator as accounts receivable, whether as open account, contract, note or otherwise, minus bad debts, computation thereof to be made at the end of Lessee's fiscal year.
 - b. Operator shall at all times keep a uniform set of books in which shall be recorded a full, complete and accurate record of all transactions of Operator, including all receipts, charges, open accounts, contracts, notes, expenses and disbursements. Operator shall deposit all receipts in a bank of his choice and all disbursements shall be made by check. A certified public accountant annual audit may be made at Owner's request at the end of each year during the term of this contract except the last year when the audit shall be through the final day of business. A copy of the audit shall be furnished Owner. Cost of the audit shall be borne by Operator, and Owner shall pay for any additional audits. Any monthly settlement, for which provision is hereinafter made, shall be subject to corrections upon the making of such audit.
 - c. Settlements with reference to the provisions of Paragraph 5 and 6 hereof shall be made between the Owner and Operator, and each shall pay the other that which is owed for each month during the terms hereof, said settlements to be made not later than the last day of the month following that in which the business or transactions are performed.
 - d. Operator will put forth every effort consistent with good business to service all aircraft, promote sales, student instructions, charter business, agricultural aviation, aerial advertising, aerial photography or any other aviation service that would benefit Operator or Owner.
 - e. Operator agrees to supply any equipment that the business at Airport will warrant, in order to provide adequate service to Airport patrons.

8. Operator agrees that any buildings in the future erected, proposed to be erected, including the buildings already erected on said Airport are and shall remain the property of the Owner, and upon termination of this contract, Operator shall surrender any said buildings used by him in good condition, reasonable wear and tear excepted. Operator further agrees that upon the termination of this contract at any time and for any reason, Operator shall have and will fully settle and pay all accounts owing by him to the Owner before removing any property solely owned by him from said premises, but upon the settlement of said accounts, then Operator shall have the right to freely remove all aircraft, tools, equipment and trade fixtures from the buildings and from property of Owner, which aircraft, tools, equipment and trade fixtures are solely owned by Operator.
9. Operator shall be permitted to purchase and use a fuel truck to dispense aviation grade auto fuel to aircraft upon request; the total weight of said vehicle never to exceed in the aggregate more than 12,500 pounds. Said vehicle must be parked on a concrete pad or moved daily from different site to different site for parking when temperatures exceed fifty degrees (50°) so as to avoid any injury due to the weight of the vehicle to the airport apron at Operator and Owner facilities.
10. It is agreed between the Operator and Owner that said Operator shall maintain accurate records of the gallons of aviation grade auto fuel dispensed from the fuel truck and to submit such records to the Owner by the 10th of each month for the prior month's usage.
11. Operator agrees to assume and hold harmless Owner from any and all liability occasioned by the disbursement of aviation grade auto fuel from Operator's truck, including but not limited to Environmental Protection Agency violations, fines, attorney fees, clean up cost and any other damages of any kind caused by the disbursement of fuel from Operator's tank truck. Should damages result from the disbursement of fuel from Operator's truck, including but not limited to damages to the airport apron or aircraft in which fuel is being dispensed, then at Owner's option this Agreement may be terminated and the dispensing of aviation grade auto fuel shall cease, irrespective of any other term or condition of this Agreement.
12. Operator agrees to comply with any and all State, Federal, County, or local regulations regarding the disbursement of fuel, including but not limited to those required under the Federal Environment Protection Agency. This Agreement shall not require Owner to make any capital improvements to airport in order to allow Operator to come in compliance with any regulations provided for under the Environmental Protection Agency, or other similar agencies for the disbursement of fuel from Operator's truck.
13. As part of the consideration for this contract, Owner and Operator further specifically agree as follows:
 - a. That Owner or its authorized representatives, servants and employees shall have sole and general control and supervision of all activities of the public or other persons on said Airport, consistent with the reasonable rules and regulations of said Airport and the reasonable conduct of the business of Operator.
 - b. Owner or its authorized representatives, servants and employees shall have the sole authority to make all Airport flying rules and regulations, and requirements applicable to the use of said Airport by private, commercial or public aircraft flying, taking off or being in or about said Airport for any purpose with approval by Federal Aviation Administration, any other agency of the Federal Government, the State of Oklahoma or any other public agency.
 - c. That the Operator will, if required of him as such Operator and will maintain such flight records of operations of said airport and such other data as may be required by the Federal Aviation Administration, any other agency of the Federal Government, the State of Oklahoma or any other public agency.
 - d. That any airport manager, employed by Owner, shall have complete control, under Owner's direction, of said Airport and any and all activities in relation thereto except the conduct of Operator's business as herein permitted and limited.
 - e. Operator will, with Owner, its authorized agents, representatives, servants and employees, act at all times under the rules and regulations of the Federal Government, the Federal Aviation Administration, the Division of Aeronautics of the State of Oklahoma, and the rules and regulations of Owner, or the rules and regulations of any other proper authority having jurisdiction now or hereafter over conduct of operations at said Airport.

- f. Operator shall not erect or place any signs or advertising matter at any place on said Airport or the buildings thereon without the consent of Owner.
 - g. That Operator shall and will keep the premises occupied or used by him in a safe, sanitary and clean condition and shall dispose of all debris and other waste matter which may accumulate, and shall provide metal containers, with proper covers, for any waste within any building on said Airport used by him/her.
 - h. That all repairs to roofs, drains, gutters, pavements, sewers, pipes and electrical conduits appurtenant to any buildings on said Airport or the area of said Airport, including heating equipment, shall be repaired and maintained by Owner, it being understood that Operator shall use all reasonable care in his use of said buildings and that described in Paragraph 2 hereof, except that where any said repairs have been necessitated by the negligence of the Operator, his employees or servants, then and in that case Operator shall be responsible therefore.
 - i. That any repairs, improvements, alterations, or fixtures other than those of a removable nature made or installed by Operator in any building under this Agreement shall, from the date of such installation or making thereof be in the property of Owner unless otherwise provided by agreement prior to said installation.
 - j. That Owner shall furnish all labor and equipment for mowing, snow removal and any major improvements that are necessary for the operation of the Airport.
 - k. That any decision, determination or act of the (Governing Board) of Owner in the filed of legislative action made in good faith and upon information then submitted to (Governing Board) in respect to the sufficiency of any operation by any person upon said Airport, or in respect to any rule or regulation it may adopt in respect to the use of said Airport by Operator or any other person shall be binding upon Operator at all times.
 - l. That there is reserved to the Owner, its authorized agents, representatives, servants or employees the right to enter upon any premises occupied by Operator at any time for the purpose of making an inspection of the same if such is deemed expedient to the end that the covenants and conditions of this Agreement may be fully performed.
 - m. That Owner will give permission for Operator to store his planes, or planes for sale in unoccupied hangar space if not rented, or used for related storage. When transit craft request space that Operator is using, the Operator shall place his planes or sale planes in the tie down area. Operator's use of hangar space is on a daily basis only.
 - n. Operator shall perform the following duties daily:
 - i. Wind up gas pump hose;
 - ii. Close apron gate;
 - iii. Raise and lower American flag, Oklahoma flag, and Choctaw flag;
 - iv. Report light outages for runway, apron, or beacon;
 - v. Check hangar doors for security; and
 - vi. Maintain public restrooms in a sanitary manner.
 - o. Operator shall participate in and be a member of storm water pollution control committee for Owner.
 - p. Operator shall report any NOTAMS to appropriate authorities.
14. The Operator shall and will be liable for every claim and demand of whatsoever nature made on behalf of or by any person, persons, firms, partnership, corporation, or otherwise for any wrongful act or omission on the part of Operator, his agents, servants and/or employees, and from all loss and damage for reasons of such actions or omissions, this to include any operations by Operator upon the Airport, and including but not being limited to conduct of charter service, conduct of flight schools, custom crop spraying, cropseeding, insect control programs, aerial farm survey programs and commercial advertising programs of all types. Operator shall maintain public liability insurance to fully protect the Owner against any loss, property damage or injury to person due to any operations carried on by the Operator in the conduct of his business as a fixed-base operator. Operator shall also carry adequate Workmen's Compensation Insurance and Occupational Disease Insurance. Operator shall provide suitable insurance coverage pertaining to his specific activity and provide the following:

- (a) To name the Owner on policies as an additional insured.
 - (b) To require insurance company to provide airport owner with fifteen (15) days minimum notice, in writing prior to cancellation or discontinuance of any insurance coverage.
 - (c) The insurance company shall also provide the owner with a certificate of insurance.
 - (d) All Operators contracting for taxi service, rentals and/or other related air service shall comply with FAR 135, Part 298, Sub-section 42 C.A.B. Economic Regulations.
 - (e) All Operators contracting for any type of operating privileges shall provide the following coverage:
 - i. Workmen's Compensation;
 - ii. Unemployment Insurance;
 - iii. Other types of coverage that could be mandated by the State of Oklahoma ; and
 - iv. General liability policy of not less than \$1,000,000.00, to cover all aspects of Operator's intended business including but not limited to property damage, bodily injury, negligence, environmental liabilities and all other aspects of the intended use and operation of the FBO.
- 15. Owner shall maintain insurance coverage upon buildings and property owned by it and located at said Airport, insuring said buildings and property against loss by fire, wind and other hazards. Owner shall further maintain insurance protecting third persons against damage by fire or other casualty to aircraft and other personal property of third persons, stored, placed or otherwise lawfully located in any building or area on said public airport within the control, use, occupancy or possession of Owner, whereby Owner is protected from liability to third persons for negligence by Owner, its servants, agents or employees.
- 16. In the event of destruction of any of the facilities herein mentioned or in the event of substantial changes in the extent or character of aviation activities provided herein, which shall cause substantial injury or undue hardship upon either party by reason of any of the provisions of this contract which either party would not have made had they known such changes would have occurred during the term of this contract or any extension provided herein, then such party, so injured may request a renegotiation of the rights, privileges and obligations under this contract, but not of the term or option of extension provided in this contract.
- 17. Operator shall not and will not at any time during the terms of this contract assign, hypothecate or transfer this Agreement or any interest therein, without the written consent of Owner.
- 18. Operator and Owner further agree that in case of failure on the part of the Operator to comply fully with settlement and payment of all accounts at regular accounting periods, or Operator's failure to diligently and faithfully perform the terms of the contract to the end that such operations shall be operated efficiently and properly, at the sole subjective judgment of Owner, such failure shall constitute grounds for the cancellation and termination of this Agreement by Owner at its option and shall give the right to re-enter and take possession of premises described in Paragraph 2 hereof; provided however, that before so canceling or terminating the contract, Owner shall give written notice to Operator specifying particulars in which Operator has failed to comply with the term of this Agreement and shall extend to Operator a reasonable time, but not less than fifteen (15) days, in which to correct the objections made and assigned as ground for cancellation and termination of this contract.
- 19. Owner and Operator further agree that all terms and provisions of this contract are subject and subordinate to the following agreements:
 - (a) During any time of war or national emergency, Owner shall have the right to use and possession of the landing area or any buildings or any part thereof of said Airport to the United States Government for military or naval use, and, if such agreement is executed, the provisions of this contract, insofar as they are inconsistent with the provisions of said agreement to the United States Government, shall be suspended.

- (b) This contract is, and shall be subordinate to the provisions of any existing or future agreements between the Owner and the United States of America relative to the operation or maintenance of said Airport, the execution of which has been, or may be required as a condition precedent to the expenditure of Federal funds for the developments of said Airport.
- (c) Owner specifically reserves the right to further develop or improve landing area, buildings or any facilities of said Airport as it sees fit, regardless of the desires or views of Operator and without interference or hindrance, and further reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, including the right to prevent Operator from erecting any building or other structure upon the airport or within the obstruction limits of said Airport establishment by the Federal Aviation Administration or the Division of Aeronautics of the State of Oklahoma which, in the opinion of the Owner would limit the usefulness of the Airport or constitute a hazard to aircraft.
- (d) Owner reserves the right, but shall not be obligated to Operator to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of said Airport, together with the right to direct and control all activities of Operator in such regard.
- (e) The Operator of ____ Airport agrees to conduct his operations and to operate any premises or buildings used by him on said public Airport for the use and benefit of the public and to make available all airport facilities and service to the public without unjust discrimination, and upon reasonable terms and conditions; and to refrain from imposing or levying excessive, discriminatory, or otherwise unreasonable charges or fees for any of Operator's facilities, services or products for sale or for any airport service. Operator further agrees that no charge shall be made by him for any service offered by him in excess of any fee or charge or schedule of fees or charges posted on the premises occupied and used by him. Operator shall grant no favor, privilege or discriminatory right to any patron, customer, or other person serviced by him in the furnishing of any service or products, which are not extended to other members of the public. Operator shall have such access to the service apron, runway, and landing area on said Airport as may be accorded to any other person or the public, subject to the rules and regulations of the Owner, and provided, as aforesaid, that any such access or use by the Operator shall be non-exclusive and that nothing contained in this paragraph shall be deemed to confer or give to Operator any rights incident to the carriage of passenger, cargo or freight by air as a public carrier, or any rights or privileges reserved by law, by agreement or otherwise, for military, naval or other aircraft of the United States, the State of Oklahoma , or the Owner.
- (f) The use and occupancy by Operator of the building, facilities and area of said Airport described in Paragraph 2 hereof under this Agreement shall be subordinate to any program or undertaking by the Owner for the development, expansion, extension or improvement of said Airport. This Agreement shall not be construed to grant to Operator an exclusive right for the use of the landing area or navigation facility of said Airport upon which Federal Funds have been, are to be, will be or may be expended contrary to Title 49, U.S.C., Subtitle VII, as amended, in such a way as to inhibit the Owner from receiving funds or financial aid or other assistance from the Federal Aviation Administration or its successor for the development, expansion, extension and improvement of said Airport. Any provision of this Agreement found to be in conflict with said Title 49, U.S.C., Subtitle VII, as amended, or to inhibit the receipts of funds, financial aid, or assistance from the Federal Aviation Administration shall be and become inoperative upon the execution hereafter of any agreement between the Owner and the Federal Aviation Administration or any other Agency of the Federal Government or agency of the State of Oklahoma for the release or expenditure of Federal funds or the giving of other financial aid or assistance by the Federal

Aviation Administration for the further development, expansion, extension or improvement of said Airport.

- (g) The Operator for himself/herself, his/her personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (h) The Operator agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service PROVIDED, that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (i) Owner reserves the right to access the leased buildings for maintenance and repair of Airport equipment and facilities.

20. It is specifically agreed between Owner and Operator that if any provision of this Agreement or the application of any provisions hereof to any situation, person or circumstance is held to be invalid, such provision, as to such situation, person or circumstance, shall be deemed to be exorcised from this Agreement, and the invalidity thereof as to such situation, person or circumstance shall not affect any of the other provisions of this Agreement or the application of such provision to situations, persons or circumstances other than those to which it is invalid. This Agreement shall be applied and shall be effective in every situation and circumstance and to every person insofar as its validity extends.

21. The provisions shall be binding on the parties to this Agreement.

BY: _____ (Title)

BY: _____ (Title)

MANAGER'S AGREEMENT

THIS AGREEMENT, made and executed this day of _____, 20____, by and between _____, hereinafter called "Owner", and _____, hereinafter called "Manager",

WITNESSETH:

WHEREAS, "Owner" is a municipal corporation operating and controlling the Airport; and

WHEREAS, **(Manager's Name)** is experienced in aeronautical matters and the administration of airports; and

WHEREAS, it is in the best interest of the Authority to have a qualified individual act as Airport Manager of Airport;

IT IS, THEREFORE, AGREED by and between the parties hereto as follows:

1. That Manager is hereby appointed by the Authority as Airport Manager of Airport, County, Oklahoma, for a period commencing and expiring _____, unless sooner terminated by action of the parties as hereinafter provided.
2. That the Manager shall receive the sum of \$ _____ per month for his/her services rendered and to be rendered as such Airport Manager.
3. That the Manager is hereby given full power and authority by the "Owner" to supervise and oversee any and all aeronautical activities at said Airport, including both flight and ground activities, for the purpose of enforcing the rules and regulations pertaining thereto now or hereafter adopted by the Authority, state of Oklahoma, or the United States of America.
4. It is understood and agreed to by the parties that this Agreement hereby authorizes the Manager to take any and all actions necessary to protect the property of the "Owner" and that he/she is authorized to enlist the aid of local law enforcement authorities, the Federal Aviation Administration, and the Oklahoma Department of Transportation, Division of Aeronautics if he/she deems such action to be necessary.
5. It is understood that the Manager shall have the right to close the airport to air traffic if he/she deems that an emergency exists which makes such action necessary and that under such circumstances he will properly mark the facility giving prescribed warning to aircraft in flight of the closed condition, and shall notify the appropriate Federal Aviation Administration agency in a timely manner to issue the proper directive.
6. The Manager shall make periodic inspections of all airport property and premises including those leased to tenants to insure that the tenants are adhering to the terms of leases and requirements of insurance carriers of the "Owner". Any violations found shall be reported to the "Owner" immediately and the Manager shall take such corrective action as the Chairman shall direct.
7. The Manager shall regularly inspect all hard-surface and turf runways, taxiways, and ramp areas with reference to matters affecting safety of operations including the need for repair and maintenance thereof.
8. The Manager shall perform regular checks for damage to, and perform or supervise repairs or maintenance of all runway, taxiway and ramp lighting, the rotating beacon, approach lights, wind indicator lights and obstruction lights.
9. The Manager shall regularly check and inspect all runway approach and transition slopes to ascertain that they are free of obstructions and shall ensure that there is no presence of litter,

refuse, or surplus airport parts on the airport. Should any violation be discovered, they should be reported to the "Owner" immediately.

10. The Manager shall perform regular inspections and correct deficiencies of first aid equipment, fire extinguishers, crash or fire equipment, including training procedures. Simulated emergencies should be initiated for the training of personnel, together with safety hazard training conducted for all employees.
11. The Manager shall regularly check and correct deficiencies of all fuel dispensing equipment, including fueling vehicles, fuel farms, storage tank filters, fuel pumps, etc., to determine that a proper level of safety exists, including availability of serviceable fire extinguishers, general condition of equipment, proper grounding, and conditions conducive to fuel contamination elimination.
12. The use or possession of illegal drugs, alcohol, or controlled substances as defined by the Oklahoma Criminal Code is prohibited at all times.
13. The Manager shall carefully check and provide copies of records of the sale of fuel and lubricants to the county and shall insure that the "Owner" receives its proper flowage fees. (If not part of FBO contract)
14. The Manager is to conduct all airport mowing and, to the extent equipment is provided, perform snow plowing operations to insure that they are carried out in a timely and expeditious fashion. If snow removal equipment is not available, the Manager shall supervise all snow plowing operations.
15. The Manager shall provide safekeeping of all "Owner" owned equipment and is authorized to direct the routine maintenance of equipment owned by the "Owner" and to make recommendations to the "Owner" for the replacement or addition of equipment.
16. The Manager shall perform minor maintenance and repairs or shall direct all routine airport maintenance including repair of plumbing, sewers, electrical circuits, fencing, buildings, lighting, heating systems, etc., and the Manager may authorize such repairs without further "Owner" approval if the cost thereof is less than \$100, providing funds for such repairs are within the budget established for such maintenance. If the cost of such maintenance is estimated to be greater than \$100, or is beyond the normal budget established for maintenance, the Manager shall contact the "Owner" before proceeding with the work.
17. The Manager is authorized to take whatever emergency action he/she deems advisable when an emergency situation arises, but he/she shall notify the "Owner" as expeditiously as possible. It is understood that the Manager shall take such emergency action when management' judgment in the property or the legal position of the "Owner" is being threatened.
18. The Manager hereby accepts the foregoing appointment and agrees to perform the required services in a prudent and businesslike manner and upon default in any of the terms of this Agreement, it may be terminated by the "Owner" by giving thirty (30) days written notice. Any decision as to whether the Manager has defaulted under the terms of this contract shall rest solely with the "Owner" .
19. Pursuant to Title VI of the Civil Rights Act of 1964 and by Part 21 of the regulations of the Office of Secretary of Transportation, the parties do hereby agree that neither the "Owner" nor the Manager in the occupation of usage of the property concerned in the aforesaid

Agreement shall in any way on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited to said Part 21; that the parties will include, or require the inclusion, in every agreement or concession pursuant to which any person operates or has the right to operate any facility herein concerned providing services to the public, the foregoing covenant as an obligation assumed by that person, together with the provisions granting the parties the right to take such action as the government may direct to enforce that covenant.

20. Severability

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names and their respective seals to be hereunto affixed, all as of the day and year first above written.

By: _____ (Owner Name)

ATTEST:

_____- Secretary

MANAGER: _____