

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

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

August 8, 2023

AGENDA

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

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 Meeting Minutes of July 11, 2023

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Discussion, Consideration and Possible Action on Lease Addendum Between the City of Durant and W. Brown Enterprises for New Hangar Door.
- b. Discussion, Consideration and Possible Action on a Contract with Virtower for One (1) Year in the Amount of \$6,000.00
- c. Discussion, Consideration and Possible Action on Approving Hangar Lease Agreement for Air Evac New Hangar Building

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 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 12:45 p.m. on the 4th day of August, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 8/8/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of July 11, 2023

Council Information / Action Requested

Approval of Regular Meeting Minutes of July 11, 2023

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

ATTACHMENTS:

1. Durant Airport Authority Minutes 07112023 cjp

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 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 2:55 p.m. on the 7th day of July, 2023.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT AIRPORT AUTHORITY
July 11, 2023 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Chairman Tucker called the meeting to order at 6:25 p.m.

ROLL CALL

Present:

Trustee Lauran Fuller
Trustee Humphrey Miller
Trustee Danny Sherrer
Vice Chairman Mike Simulescu
Chairman Martin Tucker
City Attorney Tom Marcum
Interim City Manager Rick Rumsey
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

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 Meeting Minutes of June 13, 2023

- b. Consider Approval of Special Called Meeting Minutes of June 23, 2023

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Michael Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

4. Administration

- a. Automated Weather Observing System (AWOS) Replacement and Relocation at the Durant Regional-Eaker Field (DUA)

1. Discussion, Consideration, and Possible Action to Consider Submission of a Federal Aviation Agency (FAA) Airport Improvement Program Grant Request for \$325,000 Which Includes a 10% Match to Replace and Relocate the Automated Weather Observing System (AWOS) at the Durant Regional-Eaker Field. (C-2023-36)

2. Discussion, Consideration, and Possible Action for Acceptance of a Grant Award Contingent Upon Funding Through the Federal Aviation Agency (FAA) Airport Improvement Program.

3. Discussion, Consideration, and Possible Action to Consider Authorization for the Mayor / City Manager to Sign all Related Application and Award Documents for the 2023 Federal Aviation Agency (FAA) Airport Improvement Program Grant Submission.

4.(a)(1) Motion To: Approve Submission of a Federal Aviation Agency (FAA) Airport Improvement Program Grant Request for \$325,000 Which Includes a 10% Match to Replace and Relocate the Automated Weather Observing System (AWOS) at the Durant Regional Eaker Field (C-2023-36)

Motion By: Humphrey Miller

Seconded By: Michael Simulescu

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

4.(a)(2) Motion To: Accept Grant Award Contingent Upon Funding Through the Federal Aviation Agency (FAA) Airport Improvement Program

Motion By: Michael Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

4.(a)(3) Motion To: Authorize Mayor/City Manager to Sign All Related Application and Award Documents for the 2023 Federal Aviation Agency (FAA) Airport Improvement Program Grant Submission.

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None

- b. Consider Approval of Airport Hangar Lease Agreement Between Durant Airport Authority and Air Evac EMS, Inc. (C-2023-48)

No action.

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Sherrer, Simulescu, Tucker

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 8/8/2023
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/8/2023
To: Mayor and City Council
From: Joshua Matekovic, Airport Manager
Re: Administration

Council Information / Action Requested

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

ATTACHMENTS:



The City of Durant

Memorandum

Date: 8/8/2023
To: Mayor and City Council
From: Joshua Matekovic, Airport Manager
Re: Discussion, Consideration and Possible Action on Lease Addendum Between the City of Durant and W. Brown Enterprises for New Hangar Door.

Council Information / Action Requested

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

ATTACHMENTS:

1. City Scott Brown Lease Addendum

ADDENDUM

The terms set forth herein shall serve as an addendum to the Hangar Lease Agreement dated July 1, 2023 between City of Durant (Lessor) and W. Brown Ent. (Lessee). All terms and conditions of the Hangar Lease Agreement are incorporated herein and shall remain unmodified except as specifically provided herein.

In exchange for the installation of a new door by Lessee on the subject hangar, the following terms shall apply:

- 1) Lessee W. Brown Ent. will have \$200 deducted from his monthly hangar rate. This reduction will be for the term of 17 years or until Mr. Brown vacates the subject hangar, whichever happens sooner.
- 2) The subject hangar door immediately becomes the property of Lessor and shall remain attached to the hangar.
- 3) This agreement is assignable by Lessee to immediate family only. Market hangar payment amount will be required by all future lessors.
- 4) Lessee will assume all responsibility and obligation to maintain the door during the term of the lease and shall keep the door in good working order.
- 5) Lessor will insure door along with the subject hangar against damage and loss.

Effective this 8th day of August, 2023.

Joshua Matekovic, Airport Manager for Lessor

W. Brown Ent., Lessee



The City of Durant

Memorandum

Date: 8/8/2023
To: Mayor and City Council
From: Joshua Matekovic, Airport Manager
Re: Discussion, Consideration and Possible Action on a Contract with Virtower for One (1) Year in the Amount of \$6,000.00

Council Information / Action Requested

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

ATTACHMENTS:

1. KDUA Virtower Agreement 2023

VirTower Software Service Agreement

This Software Service Agreement is made effective as of August 1, 2023, by Durant Regional Airport (KDUA) 10 Waldron RD. Durant OK. 74701 (Service Recipient) and VirTower LLC ("VirTower") of 13721 Jetport Commerce Pkwy, Ste 2, Fort Myers, Florida 33913.

1. **DESCRIPTION OF SERVICES.** Beginning 08/01/2023, VirTower will provide to Service Recipient the services described in the attached Exhibit A (collectively, the "Services").
2. **SENSOR HOSTING.** VirTower requests that the Service Recipient host one VirTower sensor and associated antennas at the client's premises to increase the accuracy of the Services provided. The sensors would require power and internet access at the hosted location to be provided at the Service Recipient's expense. The accuracy of the software may be greatly reduced if sensors are not hosted.
3. **PROPRIETARY RIGHTS.** Service Recipient acknowledges and agrees that the software and hardware remain the property of VirTower LLC and constitute a trade secret of VirTower LLC.
4. **PAYMENT.** In consideration of the services to be performed by the Service Provider, the Service Recipient agrees to compensate the Service Provider for the services rendered via Check, Wire Transfer or Credit Card. Checks should be made payable to VirTower LLC, 13721 Jetport Commerce Pkwy, Ste 2, Fort Myers, Florida 33913. Service Provider's fees for the services are specified in Exhibit B as attached.
5. **TERM.** This Agreement may be terminated by either party upon 60 days prior written notice to the other party. The term of this agreement shall be 1 Year.
6. **CONFIDENTIALITY.** VirTower, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VirTower, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Service Recipient. This information includes actual airport operations numbers. VirTower and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement for a period of 5 years.
7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
 - e. The occurrence of a default on the part of the Service Recipient of the Agreement pursuant to which Service Recipient obtained the Software.
8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
13. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.
15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
16. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
17. **WAIVER OF AGREEMENT RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. **SIGNATORIES.** This Agreement shall be signed on behalf of Durant Regional Airport (KDUA) and on behalf of VirTower by Les Goldsmith, President and effective as of the date first above written.

For Service provider

For Service Recipient

Les Goldsmith
President
VirTower LLC

Durant Regional Airport (KDUA)

Attachments

Exhibit A - VirTower as a Service Deliverables
Exhibit B – VirTower as a Service Fee Schedule

Exhibit A

VirTower as a Service Deliverables

Operation Tracking

Runway, Taxiway, Helipad & Water Landings and Take-Off Detection with 1 second resolution. Recording of each individual Touch & Go operation along with low approaches and missed approaches.

Pavement Utilisation

Record all airside pavement utilisation by aircraft including accurate timestamps for all movements.

Gate & Customs Tracking

Detect arrival and pushback of aircraft at commercial service gates including timestamps. Detection of aircraft in assigned customs boxes.

Based Aircraft

Record all based aircraft on the airport and number of days flown per year. Additionally track hangar insurance for each aircraft for expiry.

Detection of Non-ADSB Aircraft

Ability to locate aircraft in the air without ADS-B but fitted with a transponder with accuracy of 3ft and 2 second resolution. If within 30 miles of two other Virtower Airports.

Noise Modelling and Investigation

Complaint Investigation with address location and aircraft tracks indicating altitude, airspeed, vertical rate, flight number, n number, transponder code and time.

Mapping and Layers

Google Street, Google Satellite, FAA IFR Low, FAA IFR High and VFR Maps. Air Traffic Control View desirable.

Weather

Live weather overlay of NOAA Weather Feeds

Planning and Statistics

Statistical reports on aircraft type utilising individual airport surfaces. Including volume by surface and aircraft type. Extra table operations and activities in PDF and CSV. Along with exportable aircraft tracks in KML and LT6 formats for Part 150 studies and other purposes. (to be released in 2022)

Users & Access

Unlimited airport, planning and government users. With web based remote access.

Installation & Training

To be installed on airport by Virtower with onsite training. And retraining provided online at no additional cost. Option for Airport to self-install available.

Pricing and Scalability

Fixed pricing for the airport with unlimited geofences and activities recorded for the airport.

Exhibit B

VirTower as a Service Fee Schedule

Durant Regional Airport (KDUA) That they will incur and pay a fee of **\$500** per month for the services for a term of 12 months starting August 1, 2023. Billed Annually by the Airport.

Any additionally developed system functionality will be provided to Durant Regional Airport (KDUA) at no additional cost.

Signed for Durant Regional Airport (KDUA)

Signed for Virtower LLC

Les Goldsmith
President



The City of Durant

Memorandum

Date: 8/8/2023
To: Mayor and City Council
From: Joshua Matekovic, Airport Manager
Re: Discussion, Consideration and Possible Action on Approving Hangar Lease Agreement for Air Evac New Hangar Building

Council Information / Action Requested

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

ATTACHMENTS:

1. Airport Authority Air Evac Lease Draft

AIRPORT HANGAR LEASE AGREEMENT

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this _____ day of June, 2023 by and between the Durant Airport Authority ("Lessor") and Air Evac EMS, Inc. ("Lessee"). In consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental hereinafter designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. Lease of the Hangar. Lessor hereby leases to Lessee Hangar (the "Hangar") located at Durant Regional Airport - Eaker Field (the "Airport"). The Hangar shall be used and occupied by Lessee for the storage of the following described aircraft and for the operation of the business typically associated with the aircraft, generally air ambulance services:

Make/Model/Color:

Registration No: _____ (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the Substitute Aircraft in the Hangar, all provisions of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

- 2. Term.** The term of this Agreement shall commence on July 1, 2024, or as soon as the identified hangar is available for occupation and shall continue in effect for a period of fifteen (15) years.
- 3. Rent.** For the use of the Hangar, Lessee shall pay the Lessor the amount of Five Thousand Dollars (\$5,000.00) per month, payable in advance without demand before the first day of each month. Checks shall be made payable to the Durant Airport Authority and mailed or delivered to 300 W. Evergreen, Durant, OK 74701. In the event that the termination of the term with respect to the particular Hangar, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular Hangar, facilities, rights, licenses, services or privileges were enjoyed.

4. Rent Adjustment. The lease rate shall remain fixed for the lease period.

5. Late Payments. If the Lessee makes any monthly payments more than ten (10) days after the payment is due and owing, the Lessor reserves the right to assess one and one-half percent (1 1/2%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due.

6. Obligations of the Lessee:

a. **Storage.** The Hangar shall be used only for storage of the above-identified Aircraft and business associated with the Aircraft, unless otherwise approved by the Lessor or its designated representative.

b. **Building Maintenance and Repair.** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean and clear of oil, grease, and other toxic chemicals. No explosive or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. Additionally, no shop equipment shall be installed in the Hangar. The Lessee shall be responsible for all damage to the Hangar caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the Hangar damaged as a result of the Lessee's negligence or abuse. In the event damage to the Hangar occurs, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. Lessee has a continuing duty to notify Lessor of any damage or need to repair the Hangar, and failure to so notify the Lessor shall constitute a breach of this Agreement. All repairs, maintenance, or improvements shall be accomplished in accordance with the City of Durant's Building/Fire Codes. Lessee shall make no structural, electrical, or other modification to the Hangar without first obtaining Lessor's permission and obtaining a permit, if required.

c. **Use of Hangar.** The Hangar is for storage of aircraft and operation of the business associate with the Aircraft, and is not to be used as a workshop, repair shop or maintenance shop. Painting and major aircraft repairs therein are prohibited. Lessee shall be permitted to perform in their leased hangar, only the work which is specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph (C), Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the City's Fire Official.

d. **Commercial Activity.** Lessee shall conduct no commercial activity other than that specifically permitted herein in, from, or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such minor maintenance as would normally be performed by an aircraft owner without the benefit of a licensed A&P aircraft mechanic. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps

necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules, and regulations established by Federal, State, or local government agency, or by Lessor.

e. Environmental Laws.

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Hangar. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional, and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Lessee further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all State and local laws, ordinances, rules, and regulations protecting the environment. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fuel Purchase. To the extent possible, Lessee shall purchase all fuel used by aircraft primarily housed at the Hangar or based at the Airport from Lessor or Lessor's designated fuel sales entity.

g. Fire and Building Codes/Extinguisher. Other applicable guidance is contained in NFPA 409 and the Oklahoma and City of Durant Building Codes which can be viewed in the office of the City Manager, or designated representative. The Lessee shall maintain at all times, in the Hangar, an approved twenty pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or the local Fire Inspector affixed at all times. Lessor reserves the right to supply said fire extinguisher and provide for inspections.

h. Access. The Lessee shall be given access to the Hangar from the Lessor or its designated representative with a key supplied to the Lessee and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site airport manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

i. Termination. On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property therefrom, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

j. Regulatory Review. Copies of the above regulations can be viewed at the place to be designated by the Lessor, and if required, will be briefed by persons designated by the Lessor.

7. Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms. Lessee is responsible for all utilities including electricity, telephone, water, sewage, and trash services

8. Sublease/Assignments. Lessee agrees not to sublease the Hangar, or to assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease. Should Lessor consent to any such sublease, Lessee shall be primarily liable for any damages caused by a subleasee. Furthermore, Lessee shall be responsible for payment of additional rent in the form of an increase in its monthly rental payment of ten percent (10%) of the monthly rent specified in Section 3 hereof for each additional aircraft in excess of one (1) aircraft permitted by this Agreement.

9. Condition of Hangar. Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

10. Alterations. Lessee covenants and agrees not to install any fixtures or make any alterations, additions or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or additions and improvements made to the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

11. Insurance. Lessee agrees to maintain, at its own expense, for the benefit of

itself and Lessor as co-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the Aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, his/her agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor must receive at least thirty (30) days' prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of this Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance required herein. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of its insurance policy and that the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. The Lessee shall have insurance coverage in amounts not less than the following:

- (a) Bodily Injury – One Million Dollars (\$1,000,000.00)
- (b) Property Damage – One Million Dollars (\$1,000,000.00) per accident.

The Lessor may waive insurance requirements for sub-Lessees on a case by case basis based upon a demonstration of sufficient financial responsibility.

12. Casualty. In the event the Hangar, or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered unleaseable by such damage. If the Hangar is rendered unleaseable, and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts or omissions of Lessee, his/her employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered unleaseable, and Lessor elects not to repair the Hangar, this Agreement shall terminate.

13. Indemnity-Force Majeure. Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, or any kind whatsoever, including all costs, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waive the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents of any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control.

14. Disclaimer of Liability. Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, his/her employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the Hangar under this Agreement.

15. Default. This Agreement shall be breached if:

- a. Lessee shall default in the payment of any rental payment hereunder;
- b. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessee of notice thereof from Lessor;
- c. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an agreement);
- d. Lessee assigns his/her property for the benefit of creditors; or
- e. Lessor determines after a reevaluation the Lessee is not in compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement by Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the Aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including but not limited to court costs and attorneys fees for bringing legal action against the Lessee. **Additionally, upon breach of this Agreement by Lessee, all lease payments for the balance of the initial fifteen year shall accrue and be payable immediately.**

16. Thirty (30) Day Termination. Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty (30) days' prior written notice to the other party except as otherwise provided in this Agreement. **Upon notice of termination by Lessee, all payments due under this Agreement shall accrue and be payable immediately.**

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

18. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or his/her agents.

19. Rights Reserved.

a. **Hazard Removal and Mitigation.** With five (5) days notice, Lessor reserves the right to take any appropriate action to assure the aerial approaches and terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes), will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. **Compatible Land Use.** Lessor reserves the right to take any appropriate action, including the adoption of zoning laws, to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff or aircraft, and any noise compatibility program.

c. **Times of War.** During times of wars or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument (insofar as they are inconsistent with the provisions of the lease to the government) shall be suspended.

d. **Airport Protection.** It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions based on the Hangar to such a height so as to comply with Federal Aviation Regulations, Part 77 and such representations as are contained in the Airport Layout Plan. These documents may be viewed in the office of the City Manager, or his designated representative.

e. **Right of Inspection.** The Lessor shall have the right to inspect the Hangar at any time for purposes of determining compliance with this Agreement.

20. Appurtenant Privileges.

a. Use of Airport Facilities. Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. Maintenance of Airport Facilities. Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as are required and necessary for the safe and efficient operation of the Airport.

c. Airspace and Approaches. Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, or locating any building, object, or structure on the Hangar or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

21. Nonexclusive Rights. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

22. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, shall be in addition to all other rights and remedies.

23. Subordination.

a. This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City of Durant, Oklahoma, the Durant Airport Authority, and the United States of America, the State of Oklahoma or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

b. In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required.

24. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

(a) If to Lessor, addressed to:
Airport Director
Durant Airport Authority
10 Waldron Drive
Durant, OK 74701

(b) If to Lessee, address to:
Air Evac EMS, Inc.
Corporation Service Company
10300 Greenbriar Place
Oklahoma City, OK 73159

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

25. Waiver. The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

26. Entire Agreement. This agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification hereof must be in writing, signed by both parties.

27. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect nearly as possible in accordance with the original intent of the parties.

28. Successors Bound. This Agreement shall be binding on and shall insure to benefit of the heirs, legal representatives, and successors of the parties hereto. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

DURANT AIRPORT AUTHORITY

By: _____
Joshua Matekovic, Airport Manager

Date: _____

AIR EVAC EMS, INC.

By: _____

Date: _____

ATTEST:

Cynthia Price, City Clerk

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF DURANT,
OKLAHOMA, ONLY.

Thomas Marcum, City Attorney

Date: _____

Attachment A

Appendix A to Part 43—Major Alterations, Major Repairs, and Preventive Maintenance

(a) *Major alterations*—(1) *Airframe major alterations*. Alterations of the following parts and alterations of the following types, when not listed in the aircraft specifications issued by the FAA, are airframe major alterations:

- (i) Wings.
- (ii) Tail surfaces.
- (iii) Fuselage.
- (iv) Engine mounts.
- (v) Control system.
- (vi) Landing gear.
- (vii) Hull or floats.
- (viii) Elements of an airframe including spars, ribs, fittings, shock absorbers, bracing, cowling, fairings, and balance weights.
- (ix) Hydraulic and electrical actuating system of components.
- (x) Rotor blades.
- (xi) Changes to the empty weight or empty balance which result in an increase in the maximum certificated weight or center of gravity limits of the aircraft.
- (xii) Changes to the basic design of the fuel, oil, cooling, heating, cabin pressurization, electrical, hydraulic, de-icing, or exhaust systems.
- (xiii) Changes to the wing or to fixed or movable control surfaces which affect flutter and vibration characteristics.

(2) *Powerplant major alterations*. The following alterations of a powerplant when not listed in the engine specifications issued by the FAA, are powerplant major alterations.

- (i) Conversion of an aircraft engine from one approved model to another, involving any changes in compression ratio, propeller reduction gear, impeller gear

ratios or the substitution of major engine parts which requires extensive rework and testing of the engine.

- (ii) Changes to the engine by replacing aircraft engine structural parts with parts not supplied by the original manufacturer or parts not specifically approved by the Administrator.
 - (iii) Installation of an accessory which is not approved for the engine.
 - (iv) Removal of accessories that are listed as required equipment on the aircraft or engine specification.
 - (v) Installation of structural parts other than the type of parts approved for the installation.
 - (vi) Conversions of any sort for the purpose of using fuel of a rating or grade other than that listed in the engine specifications.
- (3) *Propeller major alterations.* The following alterations of a propeller when not authorized in the propeller specifications issued by the FAA are propeller major alterations:
- (i) Changes in blade design.
 - (ii) Changes in hub design.
 - (iii) Changes in the governor or control design.
 - (iv) Installation of a propeller governor or feathering system.
 - (v) Installation of propeller de-icing system.
 - (vi) Installation of parts not approved for the propeller.
- (4) *Appliance major alterations.* Alterations of the basic design not made in accordance with recommendations of the appliance manufacturer or in accordance with an FAA Airworthiness Directive are appliance major alterations. In addition, changes in the basic design of radio communication and navigation equipment approved under type certification or a Technical Standard Order that have an effect on frequency stability, noise level, sensitivity, selectivity, distortion, spurious radiation, AVC characteristics, or ability to meet environmental test conditions and other changes that have an effect on the performance of the equipment are also major alterations.
- (b) *Major repairs—(1) Airframe major repairs.* Repairs to the following parts of an airframe and repairs of the following types, involving the strengthening,

reinforcing, splicing, and manufacturing of primary structural members or their replacement, when replacement is by fabrication such as riveting or welding, are airframe major repairs.

- (i) Box beams.
- (ii) Monocoque or semimonocoque wings or control surfaces.
- (iii) Wing stringers or chord members.
- (iv) Spars.
- (v) Spar flanges.
- (vi) Members of truss-type beams.
- (vii) Thin sheet webs of beams.
- (viii) Keel and chine members of boat hulls or floats.
- (ix) Corrugated sheet compression members which act as flange material of wings or tail surfaces.
- (x) Wing main ribs and compression members.
- (xi) Wing or tail surface brace struts.
- (xii) Engine mounts.
- (xiii) Fuselage longerons.
- (xiv) Members of the side truss, horizontal truss, or bulkheads.
- (xv) Main seat support braces and brackets.
- (xvi) Landing gear brace struts.
- (xvii) Axles.
- (xviii) Wheels.
- (xix) Skis, and ski pedestals.
- (xx) Parts of the control system such as control columns, pedals, shafts, brackets, or horns.

- (xxi) Repairs involving the substitution of material.
- (xxii) The repair of damaged areas in metal or plywood stressed covering exceeding six inches in any direction.
- (xxiii) The repair of portions of skin sheets by making additional seams.
- (xxiv) The splicing of skin sheets.
- (xxv) The repair of three or more adjacent wing or control surface ribs or the leading edge of wings and control surfaces, between such adjacent ribs.
- (xxvi) Repair of fabric covering involving an area greater than that required to repair two adjacent ribs.
- (xxvii) Replacement of fabric on fabric covered parts such as wings, fuselages, stabilizers, and control surfaces.
- (xxviii) Repairing, including rebottoming, of removable or integral fuel tanks and oil tanks.
- (2) *Powerplant major repairs.* Repairs of the following parts of an engine and repairs of the following types, are powerplant major repairs:
 - (i) Separation or disassembly of a crankcase or crankshaft of a reciprocating engine equipped with an integral supercharger.
 - (ii) Separation or disassembly of a crankcase or crankshaft of a reciprocating engine equipped with other than spur-type propeller reduction gearing.
 - (iii) Special repairs to structural engine parts by welding, plating, metalizing, or other methods.
- (3) *Propeller major repairs.* Repairs of the following types to a propeller are propeller major repairs:
 - (i) Any repairs to, or straightening of steel blades.
 - (ii) Repairing or machining of steel hubs.
 - (iii) Shortening of blades.
 - (iv) Retipping of wood propellers.
 - (v) Replacement of outer laminations on fixed pitch wood propellers.

- (vi) Repairing elongated bolt holes in the hub of fixed pitch wood propellers.
- (vii) Inlay work on wood blades.
- (viii) Repairs to composition blades.
- (ix) Replacement of tip fabric.
- (x) Replacement of plastic covering.
- (xi) Repair of propeller governors.
- (xii) Overhaul of controllable pitch propellers.
- (xiii) Repairs to deep dents, cuts, scars, nicks, etc., and straightening of aluminum blades.
- (xiv) The repair or replacement of internal elements of blades.
- (4) *Appliance major repairs.* Repairs of the following types to appliances are appliance major repairs:
 - (i) Calibration and repair of instruments.
 - (ii) Calibration of radio equipment.
 - (iii) Rewinding the field coil of an electrical accessory.
 - (iv) Complete disassembly of complex hydraulic power valves.
 - (v) Overhaul of pressure type carburetors, and pressure type fuel, oil and hydraulic pumps.
- (c) *Preventive maintenance.* Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations:
 - (1) Removal, installation, and repair of landing gear tires.
 - (2) Replacing elastic shock absorber cords on landing gear.
 - (3) Servicing landing gear shock struts by adding oil, air, or both.
 - (4) Servicing landing gear wheel bearings, such as cleaning and greasing.
 - (5) Replacing defective safety wiring or cotter keys.

- (6) Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.
- (7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
- (8) Replenishing hydraulic fluid in the hydraulic reservoir.
- (9) Refinishing decorative coating of fuselage, balloon baskets, wings tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
- (10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.
- (11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system or interfere with an operating system or affect the primary structure of the aircraft.
- (12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper air flow.
- (13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- (14) Replacing safety belts.
- (15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- (16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
- (17) Replacing bulbs, reflectors, and lenses of position and landing lights.
- (18) Replacing wheels and skis where no weight and balance computation is involved.
- (19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.

- (20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
- (21) Replacing any hose connection except hydraulic connections.
- (22) Replacing prefabricated fuel lines.
- (23) Cleaning or replacing fuel and oil strainers or filter elements.
- (24) Replacing and servicing batteries.
- (25) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
- (26) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
- (27) The interchange of balloon baskets and burners on envelopes when the basket or burner is designated as interchangeable in the balloon type certificate data and the baskets and burners are specifically designed for quick removal and installation. The installations of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- (28) Removing, checking, and replacing magnetic chip detectors.
- (29) The inspection and maintenance tasks prescribed and specifically identified as preventive maintenance in a primary category aircraft type certificate or supplemental type certificate holder's approved special inspection and preventive maintenance program when accomplished on a primary category aircraft provided:
 - (i) They are performed by the holder of at least a private pilot certificate issued under part 61 who is the registered owner (including co-owners) of the affected aircraft and who holds a certificate of competency for the affected aircraft (1) issued by a school approved under §147.21(e) of this chapter; (2) issued by the holder of the production certificate for that primary category aircraft that has a special training program approved under §21.24 of this subchapter; or (3) issued by another entity that has a course approved by the Administrator; and
 - (ii) The inspections and maintenance tasks are performed in accordance with instructions contained by the special inspection and preventive maintenance program approved as part of the aircraft's type design or supplemental type

design.

- (30) Removing and replacing self-contained, front instrument panel-mounted navigation and communication devices that employ tray-mounted connectors that connect the unit when the unit is installed into the instrument panel, (excluding automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)). The approved unit must be designed to be readily and repeatedly removed and replaced, and pertinent instructions must be provided. Prior to the unit's intended use, and operational check must be performed in accordance with the applicable sections of part 91 of this chapter.

(Secs. 313, 601 through 610, and 1102, Federal Aviation Act of 1958 as amended (49 U.S.C. 1354, 1421 through 1430 and 1502); (49 U.S.C. 106(g) (Revised Pub. L. 97-449, Jan. 21, 1983); and 14 CFR 11.45) [Doc. No. 1993, 29 FR 5451, Apr. 23, 1964, as amended by Amdt. 43-14, 37 FR 14291, June 19, 1972; Amdt. 43-23, 47 FR 41086, Sept. 16, 1982; Amdt. 43-24, 49 FR 44602, Nov. 7, 1984; Amdt. 43-25, 51 FR 40703, Nov. 7, 1986; Amdt. 43-27, 52 FR 17277, May 6, 1987; Amdt. 43-34, 57 FR 41369, Sept. 9, 1992; Amdt. 43-36, 61 FR 19501, May 1, 1996; Amdt. 43-45, 77 FR 71096, Nov. 29, 2012]