

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.

AIRPORT ADVISORY BOARD

4:00 PM

**Durant Regional Airport
Conference Room
10 Waldron Rd,
Durant, OK 74701
AGENDA**

August 5, 2026

CALL TO ORDER

INVOCATION/FLAG SALUTE

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 Called Meeting Minutes of July 1st, 2026

2. Consider Items Removed from Consent

3. Information Items

- a. Director's Report
- b. Discussion, Consideration, and Possible Action of New Airport Hangar Rental Agreement

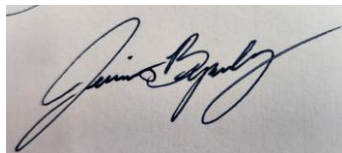
4. Administration

5. New Business

ADJOURNMENT

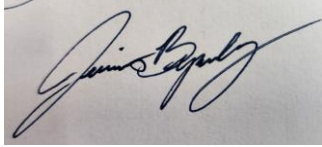
CERTIFICATE

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 4th day of December, 2025 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 3rd day of August, 2026.

A handwritten signature in black ink, appearing to read "Jessica Byerly", written on a light-colored background.

Jessica Byerly, City of Durant

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 4th day of December, 2025 and that an agenda of said meeting was posted at the place of such meeting at 4:00 p.m. on the 29th day of June, 2026.



Jessica Byerly, City of Durant

MINUTES OF THE MEETING OF AIRPORT ADVISORY BOARD
July 1, 2026 AT 4:00 PM, Durant Regional Airport
Conference Room
10 Waldron Rd,
Durant, OK 74701

CALL TO ORDER

Chairman Dan Craige called the meeting to order at 4:05 pm.

INVOCATION/FLAG SALUTE

Board Member Moore provided the invocation. Chairman Craige led the flag salute.

ROLL CALL

Present:

Board Member Lowrance
Board Member Dewald
Board Member Moore
Board Member Stuteville
Board Member Gaffney
Board Member Thomas
Chairman Dan Craige

Absent:

Board Member Dufur
Vice Chairman Sherrer

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 Called Meeting Minutes of June 3rd, 2026

Motion To: Approve Regular Called Meeting Minutes of June 3rd, 2026

Motion By: Stuteville

Seconded By: Gaffney

Ayes: Dewald, Moore, Stuteville, Gaffney, Craige, Thomas

Nays: None

Abstain: Lowrance

2. Consider Items Removed from Consent

3. Information Items

- a. Director's Report

Vice Chairman Sherrer entered at 4:12 pm.

Director Godfrey started off by giving the board an update on the Capital Improvement projects, beginning with the Tower Project. The airport has provided the engineering consultants with four possible tower locations. First and most optimal for the airport would be between the terminal building and Southeastern's campus. Second, between SE campus and Choctaw's hangar. Third, in the middle of the old cross-section runway on the east side of the field. Lastly, in the triangle grass area located in between the hangars. The consultants have a specialized company that works on erecting ATC towers and now that they have the potential site locations, they will work on 3D modeling. This should all occur within the next 30 days. Craige asked who had the final say on what location gets selected. Godfrey answered with the FAA.

Godfrey notes that there will be a bid notice going out soon for the hangar project off the south apron. This will be a 70x80 hangar according to the director.

The airport had its first Food Truck Fly-in this past Saturday and while the turn-out wasn't as great as expected, the staff learned a lot. We attribute most of the downfall to the weather. It was hot, and the wind picked up more than expected, keeping away several previously committed fly-in guests from getting in. Godfrey stated that the breakfast portion was a huge success and Magnolia Cafe is interested in doing more events with us, hopefully leading to more breakfast fly-ins. In the future, the director would like to do a fly-in of this style in either May or the autumn months, possibly linking it with a Wheels and Wings event. Gaffney asked if Godfrey had considered getting the FAA safety team to come do a seminar in the morning, stating that you can get a lot of promotion out of them, and that Thomas and himself are representatives for the FAAST

team. To which Thomas provided that he could be a contact for that. Godfrey accepted that idea and spoke of a gentleman he had a conversation with earlier in the day who is pretty involved in a club, and they were always looking for places to host fly-ins. Godfrey offered out the airport for consideration.

Air Evac has vacated the south end of the terminal building, and it is currently being used by part of the Durant PD while their building is getting work done.

USDA has set out a catch pen for the wild pigs, currently totaling around 12 pigs caught. No activity in the last couple of weeks has led them to believe they may have captured them all or at least deterred them from airport property. Next, they will deal with the deer population.

At the end of the report, Stuteville asked about North Texas airport (KGYI) shutting down and how that was going to affect us. Thomas provided that KGYI is planning to shut down their big runway in August to replace the lighting system. For Durant, that means we will see an increase in training traffic.

b. Staff Report: Outline of New Airport Hangar Provisions

To begin this section, Chairman Craige asked Godfrey what was driving the changes to the lease. The director commented that this is just to outline some possible changes to the old hangar lease.

The director proposed some changes to the hangar lease to the board for their opinions. They were overall accepting of the changes, but a few still sparked some controversy. The board liked that the lease would go from a "rent" month-to-month version to a possible two-year lease. However, they did not welcome the concept of a sliding scale rate based on the hull value. Gaffney said that most other airports use the square footage that a plane occupies over the hull value. Godfrey mentions that he is not stating that this is what should be done it is just an idea, and that if the board is against it they play heavily into what to do moving forward.

There was some discussion about the topic of charging more in rent for SASOs (Special Aeronautical Service Operator), e.i. maintenance/avionic shops, plane rental companies, and other commercial aviation businesses. Some members seemed to be accepting of this change, while others are fine with charging them the regular rate per square footage as long as it stays for aeronautical use.

The board also seemed to prefer the one-month free with an annual payment as opposed to the 6% discount but stated this could be discussed more as the new lease is being created. Everyone seems very welcoming of the automatic credit-card payment option. The Admin did want it made clear that this is not the same as a utility bill or subscription auto-pay. The airport admin will be running these transactions manually every month with stored credit-card information on file in the POS system for any who choose this option. These would take place on the first workday (M-F) of each month.

The board seemed to unanimously agree with the proposed insurance requirements. Gaffney also stated that it should really but upheld for any subletters there may be. On

the topic of airworthiness, the director is looking at aircraft that are derelict and will never fly again. He is not focused on aircraft that are actively being worked on. The airport staff and board want to see active aircraft on our field and not people using the hangars as cheap storage.

After the review of the hangar provisions, Godfrey said that he would like a task force for Airport Entry Signage for the entrance at Waldron Drive. Gaffney brought up knowing our vision for the airport, asking what we would want it to look like in 5 years. Leading into a conversation about what the airport's identity is. The director said he can see us as three different types of airport: Flight Training, Business, and Resort Destination. He wants to play to those strengths and would like to see a possible partnership in the training regard with Southeastern, Choctaw, and Kiamichi. Gaffney stated we should consider this future outlook in what we look for as a sign and stated we could put together a PowerPoint of pictures and ideas from other airports. Craige proposed that the board members gather some ideas and bring them to the next meeting and Godfrey could choose his task force from that. The board agreed.

4. Administration

5. New Business

ADJOURNMENT

Motion To: Adjourn the Regular Called Meeting of July 1st, 2026

Motion By: Gaffney

Seconded By: Sherrer

Ayes: Dewald, Moore, Stuteville, Gaffney, Sherrer, Craige, Thomas, Lowrance

Nays: None

Abstain: None



STAFF REPORT TO THE AIRPORT ADVISORY BOARD, AUGUST 5, 2026 AGENDA ITEM – PRESENTATION OF AIRPORT HANGAR RENTAL AGREEMENT FORM
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Following advice from the Airport Advisory Board, an Airport Hangar Rental Agreement has been drafted.

When creating a new document, airports look to precedence, best practices and examples from other airports. Such research was undertaken however; a process flaw often occurs from this practice should other airports documents be cut and pasted into a new document and carry forth any errors from the parent. Therefore, the basis form and language for this new agreement starts from a boilerplate example developed by the Airports Cooperative Research Program, an FAA sponsored academic program. Doing so helps to ensure an accurate, FAA compliant document.

Notable features of this new document include:

1. Term becomes one year with an automatic one-year renewal
2. The document directly ties to the Airport Rates & Fees Schedule and the Airport Rules and Regulations. As such, removes specific rules language from the document
3. Adds a security and cleaning deposit
4. Adds stored aircraft qualifiers
5. Adds housekeeping responsibilities of the lessee
6. Adds maintenance responsibilities of the lessor
7. Clarifies lessor right of entry
8. Bootstraps use of premises to FAA hangar use policy
9. Prohibits commercial aeronautical use (a different rental document will be used for such)
10. Clarifies use of electrical devices
11. Allows conditional subleasing
12. Adds insurance requirements and lessor indemnification provisions
13. Adds initials line to each page
14. Reduces the document from 8 to 4 pages

Connection to airport governing documents - Due to the volume of incidental circumstances in this regard, the document is economized by simply referring to governing documents. For instance, conditional subletting is now allowed but the extensive instructions for doing so are found in the Rules and Regs. Instructions for discounts for instance will be explained in the Airport Rates & Fees Schedule.

Upon deliberation, the Board should vote on one of the following options:

1. Recommend the document to the Durant Airport Authority without changes
2. Recommend the document to the Durant Airport Authority with changes
3. Table the matter and do not recommend the document to the Durant Airport Authority

Denis Godfrey, Director

Durant Regional Airport - Hangar Rental Agreement

THIS AGREEMENT is made between the **DURANT AIRPORT AUTHORITY**, hereafter **Lessor**, and the undersigned _____, hereafter **Lessee**. The **Lessor**, in consideration of the conditions set forth, leases to **Lessee** that portion of the **DURANT REGIONAL AIRPORT** situated in the County of **Bryan**, State of **Oklahoma**, known and described as **Hangar Building 8, Unit # 11** (the "Premises") commencing _____, **2026** (Commencement Date).

Lessor and **Lessee**, in consideration of the conditions set forth, agree as follows:

1. **TERM:** Except as otherwise provided herein, the Premises are leased for **ONE YEAR**, starting the commencement date. Provided the Lessee is not in default under the Lease, the Lease will automatically be extended for **one year** unless either party gives the other **thirty (30)** days' written notice to terminate. Either party may terminate the lease with **thirty (30)** days' written notice, provided Lessee is not in default. **Lessee** will be liable for rental charges until possession is delivered to **Lessor** or for **thirty (30)** days after written notice of election to terminate whichever is longer.
2. **RENTAL FEE:** The rent of \$ _____ per month shall be paid in arrears on or before **the first day of each calendar month** beginning _____, **2026**, and shall continue to be paid if this Agreement remains in full force and effect. The rent amount per month includes electricity for those units without an electric utility meter. The rent may be adjusted annually in the sole discretion of Lessor. An annual rent adjustment shall be applied based upon the published June federal CPI-U and shall not exceed 4% per occurrence.

Applicable rent discounts, payment incentives, non-aeronautical use fees are in accordance with those promulgated by the Durant Regional Airport Rates & Fees Schedule dated _____. **Lessee** agrees to pay a late fee of **\$5.00 per day for each day** the rent is due and remains unpaid.

All rent payments, security deposit, and late fees shall be made by certified check, personal check or money order payable to the City of Durant and delivered to one of the following addresses on or before the due date and without demand:

The Durant Regional Airport, 10 Waldron Drive, Durant, OK 74701
The City of Durant, P.O. 578, Durant, OK 74702

Lessee may choose to pay rent by credit card in person or by phone via the FBO front desk, Monday – Friday, 0800 – 1530 local. **Lessee** may choose to automatically pay rent by credit card via the FBO front desk upon prior arrangement by **Lessee** providing a credit card number to be kept on file and approving its use accordingly thereof.

3. **SECURITY & CLEANING DEPOSIT:** Upon execution of this Agreement, **Lessee** shall deposit an amount equal to one months' rent (as referenced in paragraph 2 above) as a Security Deposit with **Lessor**, as security for any damage caused to the Premises during the term and/or a discretionary fee for cleaning. The Security Deposit shall be returned to **Lessee**, without interest, and less any set off for damage or required cleaning to the Premises upon the termination of this Agreement.
4. **TAXES:** Any and all taxes or fees assessed by any governmental unit shall be the responsibility of the Lessee.
5. **AIRCRAFT:** The Aircraft to be stored are identified as follows:

1) _____ 2) _____

Lessee may substitute aircraft; however, **Lessee** must notify **Lessor**, in writing, prior to any change in the stored aircraft information furnished above. If the aircraft is inoperable for a period in excess of 90 days, the **Lessee** must notify the **Lessor**.

If **Lessee** sells the aircraft, the Lessor must be notified in writing within **10 business** days of the sale, and the **Lessee** has sixty (60) days in which to replace said aircraft. **Lessor** may grant an extension to the period to replace the aircraft, upon written request by **Lessee**. If an aircraft is not owned at the time the hangar lease is consummated, **Lessee** has sixty (60) days to obtain an aircraft. Prior to placing any aircraft in the Premises, Lessee shall provide Lessor in writing the aircraft information, per the AIRCRAFT section of this document.

Aircraft qualifiers: Stored aircraft must possess 1) a current FAA Airworthiness Certificate and, 2) a valid Annual Inspection conducted by a licensed aircraft mechanic within 24 months or, 3) undergoing active construction or repair or, 4) actively on the market for sale, no more than six months or, 5) as property connected to an ongoing legal proceeding.

6. **SURRENDER OF POSSESSION:** Upon the expiration of the term of this Agreement, or earlier termination, the **Lessee** will yield possession of the Premises to the **Lessor** without further notice. The **Lessee** agrees to leave the Premises in good condition, ordinary wear and tear excepted.
7. **CONDITION OF PREMISES:** No representations as to the condition or repair of the Premises have been made by **Lessor**, its agents or employees to **Lessee** prior to or at the execution of this Agreement that are not herein expressed or endorsed herein. **Lessee** has examined the Premises prior to accepting same and prior to the execution of this Agreement, and **Lessee** is satisfied with the physical condition thereof, and taking possession shall be conclusive evidence of **Lessee's** receipt thereof in good order and repair.

The **Lessor**, by the terms of this Agreement or otherwise, shall not be bound to do or cause to be done any maintenance, repairs, replacements, redecorating or improving of said Premises or appurtenances thereto. The **Lessee** has the obligation to maintain Premises in the same condition in which the Premises were presented and will not allow Premises to deteriorate to a state of disrepair or unsafe condition, normal wear and tear excepted.

Housekeeping Responsibilities of the Lessee: Keep lights off when premises is not occupied. Hangars are situated in a rural area and as such will naturally accumulate detritus such as fine dirt, grass clippings, nests, spider webs and dead bugs. Lessee must ensure that no significant accumulation of such detritus occurs. Lessee shall not allow trash to accumulate.

Maintenance Responsibilities of the Lessor: Shall maintain structural integrity of hangars. Maintain hangar aprons. Ensure doors are in good operational condition. As best possible, prevent significant water leakage into hangar and repair such leaks in a timely manner. Maintain lighting and replace bulbs and fixtures as needed. Provide regular rodent and pest control along the exterior perimeter of hangars. Control vegetation growth along the exterior perimeter of hangars.

8. **RIGHT OF ENTRY:** **Lessor**, its employees and agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of making ordinary inspections and undertaking non-emergency activities; provided, however, that nothing in this section shall be construed to limit or diminish **Lessee's** rights of entry at any time.

Since both the **Lessor** and the **Lessee** share the Premises, neither party shall take any measures to restrict the other party's external access to the Premises. To secure the Premises, the **Lessor** will issue each **Lessee** one (1) key and will maintain a master key. **Lessee** is responsible for all locksmith costs should **Lessee** lose its keys. **Lessee** shall not replace the lock provided. **Lessee** may utilize a combo lockset upon prior permission from **Lessor**.

9. **USE OF PREMISES:** **Lessee** agrees to use the Premises primarily for the purpose of storage of aircraft and aircraft-related maintenance equipment and property. Commercial aeronautical use prohibited. Painting is prohibited. Use of the Premises for any other non-aviation purpose without the consent of the **Lessor** is strictly prohibited except for incidental non-aviation items that do not interfere with the aeronautical use of the Premises. **Lessor** owned vehicle parking is permitted inside hangar. Violation of this provision may result in termination of this Agreement by **Lessor** and/or **Lessor** may be subject to remedies specified in the Airport Rules & Regulations. Except as prohibited by the Airport Rules and Regulations **Lessee** shall be allowed to perform preventative maintenance in the Premises on its own aircraft. Use of Premises in accordance with Federal Aviation Regulations and specifically FAA *Notice of Final Policy on the Non-Aeronautical Use of Airport Hangars*, dated June 9, 2016.

No explosives or combustible materials will be permitted within or about the Premises except for the fuel in aircraft tanks or small containers of lubricants, cleaning material and other aviation-related material stored in approved containers. Waste oil of any type or quantity is prohibited. Lessee shall abide by all State, Federal and local laws regulating the transportation of flammable liquids and protecting the environment. Continuously operated engine heaters are prohibited. Electric space heaters are prohibited. Propane heaters are prohibited. Cumulative electrical devices shall not exceed 15 amps/120 volt.

10. **ALTERATIONS:** The **Lessee** may not make any alterations to the Premises without first securing permission in writing from **Lessor** to do so. **Lessee** agrees to not attach any hoisting or holding mechanism to any part of the Premises or pass any such mechanism of the structure of the Premises.
11. **ASSIGNMENT:** The **Lessee** may not assign or sublet the whole or part of the Premises without first securing permission in writing from **Lessor** to do so.
12. **COMPLIANCE WITH REGULATIONS AND LAWS:** **Lessee** agrees to abide by all current and future Rules and Regulations of the Federal Aviation Administration, the State of Oklahoma, and any public authority having jurisdiction over the airport, as well as the Airport Rules and Regulations, a copy of which **Lessee** acknowledges it has received and read. **Lessor** reserves the right to revise, waive portions of, or create additional documents pertaining to the function of the airport. Such updated or additional documents will be provided to **Lessee** as determined appropriate by **Lessor**. Willful disregard by **Lessee** of said Rules and Regulations is cause for immediate termination of this Agreement by **Lessor** and is an event of **Lessee's** default.

The agreement shall be subordinate to the provision of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Durant Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal fund for the development of the Airport.

13. **CONTROL OF ACCESS:** Lessee shall be responsible for and take all reasonable measures necessary to prevent any and all unauthorized vehicles or pedestrians from entering the restricted areas at Durant Regional Airport. The restricted areas include, but are not limited to runways, taxiways and aircraft parking areas. Lessee's private vehicle shall be allowed to be placed in the Premises when the aircraft is removed for a trip.
14. **INSURANCE:** The **Lessor** does not insure said Premises or appurtenance against fire or any other risk and liability, and **Lessee** hereby waives any and all rights to claim damages from **Lessor**, its agents, officers and employees for any loss, damages, death or injury which may result from any and all causes including, but not limited to, fire or other risk, or caused by or resulting from any repairs, replacements or improvements to the premises not having been made.

Before Lessee enters into possession of the Premises, Lessee shall provide Lessor with a current Certificate of Insurance with coverage of a minimum of \$500,000.00 general liability and property damage insurance and aircraft hull insurance covering the value of the aircraft. (Note \$1,000,000.00 is also a commonly required insurance level.) Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect **Lessor**, its agents, officers and employees against any and all liability for death, injury, loss or damage against which **Lessee** has herein below undertaken to indemnify and hold harmless **Lessor**, its agents, officers and employees. The Certificate of Insurance shall name **Lessor** and its agents, officers and employees, as additional insured parties, as its interests may appear. The Certificate of Insurance shall be with an insurance company acceptable to **Lessor** and duly authorized to do business in the State of Oklahoma. **Lessee** shall also provide **Lessor**, upon the same terms and conditions as outlined above, with a Certificate of Insurance for any renewal or extension of the Policy or any new Certificate of Insurance with a new carrier, including renewal thereof. The original Certificate of Insurance, all renewals thereof and any new Policies or Certificates of Insurance with new carriers shall be for a term covering the term of the lease.

The **Lessee** agrees that if the Premises are rendered untenable by fire or any other reason, this Agreement shall instantly terminate, and upon termination of this Agreement, for whatever reason or cause, said **Lessee** will yield and surrender said Premises and appurtenances to the **Lessor** in as good condition as when the same were entered upon by **Lessee**, ordinary wear and tear and loss by fire or damage resulting from an outside agent excepted. The security deposit, as provided herein, may also be used to defray the cost of repairs due to damage caused by said **Lessee**, except as herein excluded.

15. **INDEMNIFICATION:** In the event that death or injury occurs to any person or loss, destruction or damage occurs to any property including, but not limited to, the person or property of the parties hereto, in connection with **Lessee's** occupation of the aforesaid Premises or operations, occasioned in whole or in part by the acts or omissions of **Lessee**, its agents or employees,

Lessee agrees to indemnify and hold harmless **Lessor** and its agents, officers and employees from and against any losses, claims or demands to which **Lessor** may be subject as a result of such death, injury, loss, destruction or damage.

16. **DEFAULT:** **Lessee** shall be deemed to be in default under this lease in that **Lessee** fails to pay any rent when due hereunder and fails to cure such default within 15 business days of written notice from Lessor of such failure. Lessee violates or fails to comply with any other provision of the lease and fails to cure such default within 15 business days of written notice from **Lessor**. If **Lessee** has previously violated a term, condition or covenant of this Lease and is provided with notice of and opportunity to cure such violation, any subsequent violation of the same term, condition or covenant shall constitute and Event of Default without further notice or opportunity to cure. **Lessee** will be in default if Lessee use Premises for any illegal purpose or in connection with any illegal activity. Event of Default remedies are those promulgated by the Durant Regional Airport Rules and Regulations.
17. **ATTORNEY FEES:** The **Lessee** further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the **Lessor** in enforcing the covenants and agreements of this Agreement; and all parties agree that the covenants and agreements herein contained shall be binding upon and inure to the benefit of their heirs, executors, administrators and assigns.
18. **GOVERNANCE:** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oklahoma. The **Lessor** and **Lessee** agree that if part of this Agreement is found to be unenforceable or contrary to the statutes of the State of Oklahoma, the remainder of the Agreement will remain in full force and effect.
20. **PARAGRAPH HEADINGS:** The heads to paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.
21. **ENTIRE DOCUMENT:** The parties hereby agree that this document contains the entire agreement between the parties, and this Agreement shall not be modified, changed, altered or amended in any way, except by a written amendment signed by all the parties hereto. No indulgence, waiver, election or non-election by **Lessor** under this Agreement shall affect **Lessee's** duties and liabilities hereunder.
22. **NOTICE:** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by U.S. certified mail, return receipt requested, addressed as follows:

All notices to the **Lessor** will be sent to: **Durant Regional Airport, 10 Waldron Drive, Durant, OK 74701**

All notices to the **Lessee** will be sent to:

Lessee:

Durant Airport Authority

Date

Lessor:

Printed Name:

Date