

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, 300
West Evergreen,
Durant, Oklahoma
AGENDA**

March 12, 2019

**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 February 12, 2019

2. Consider Items Removed from Consent

3. Information Items

- a. Airport Manager Monthly Report - February 2019

4. Citizen Comments on Non-Agenda Items

Citizens wishing to address the council regarding matters which are not listed on the agenda will be required to sign up no later than 5 minutes prior to the scheduled starting time of the meeting. The sign-in sheet will contain space for citizen's name, address, phone number, and topic to be discussed. In this way, city staff will be able to follow-up on any issues presented if necessary.

5. Administration

- a. Consider Approval of the Fixed Base Operator (FBO) Minimum Standards Document and to Begin Implementation

6. 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 13th day of November, 2018 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 March, 2019.

Cynthia J. Price, City of Durant



The City of Durant

Office of City Clerk

Memorandum

Date: 2/15/2019
To: Airport Authority
From: Cynthia J. Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of February 12, 2019

Council Information / Action Requested

Approval of Regular Meeting Minutes of February 12, 2019

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

ATTACHMENTS:

Description	Type	Upload Date
Regular Meeting Minutes of February 12, 2019	Exhibit	2/15/2019

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 13th day of November, 2018 and that an agenda of said meeting was posted at the place of such meeting at 3:30 p.m. on the 8th day of February, 2019.

**MINUTES OF THE REGULAR SCHEDULED MEETING OF DURANT AIRPORT
AUTHORITY OF February 12, 2019 AT 6:00 PM, Roscoe J. Hatfield Council
Chambers, 300 West Evergreen, Durant, Oklahoma**

CALL TO ORDER

Chairman Tomlinson called the meeting to order at 6:55 p.m.

ROLL CALL

Present: Trustee Oden Grube	City Attorney Tom Marcum
Trustee Mike Dills	City Manager Tim Rundel
Trustee Destry Hawthorne	City Clerk Cynthia J. Price
Vice Chairman Chad Hitchcock	
Chairman Jerry Tomlinson	

Absent: None (*denotes partial attendance)

Chairman Tomlinson 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 Meeting Minutes of January 8, 2019

Approved

Motion was made by Destry Hawthorne and seconded by Chad Hitchcock to approve consent item as presented.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

2. Consideration Items Removed from Consent

3. Information Items

- a. Airport Memorial Details for Durant Regional Airport - Eaker Field

b. Airport Manager Monthly Report - January 2019

4. Citizen Comments on Non-Agenda Items

There were no citizen comments.

5. Administration

- a. Consider Approval of a Ground Lease Agreement # C-2019-06 for the Construction of a New Corporate Hangar Located at Durant Regional Airport - Eaker Field for First United Bank of Durant

Approved

Public Works Director Marty Cook addressed the council and stated he has been working with a representative from First United Bank on a ground lease. Mr. Cook showed a map of the proposed hangar location. It would be 151,000 square feet at a cost of 10 cents per square foot rent. The City of Durant will need to spend approximately \$15,000 for infrastructure improvements however those costs will be reimbursed as part of the agreement. It would be a 30 year lease with an option to extend another 20 years with four 5 year terms. If First United Bank were to neglect to pay rent or opt out of the ground lease, the asset would belong to the City of Durant.

Motion was made by Destry Hawthorne and seconded by Mike Dills to approve Ground Lease Agreement #C-2019-06 for the construction of a new corporate hangar located at Durant Regional Airport - Eaker Field for First United Bank of Durant.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson

6. New Business

There was no new business.

Adjournment

Motion was made by Chad Hitchcock and seconded by Mike Dills to adjourn meeting.

Motion Passed with the following vote:

Ayes: Dills, Grube, Hawthorne, Hitchcock, Tomlinson



The City of Durant

Office of City Clerk

Memorandum

Date: 3/8/2019
To: Airport Authority
From: Dewayne Williams, Airport Manager
Re: Airport Manager Monthly Report - February 2019

Council Information / Action Requested

Information only.

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

ATTACHMENTS:

Description	Type	Upload Date
Airport Manager Monthly Report - February 2019	Exhibit	3/8/2019



Durant Regional Airport Eaker Field

Airport Managers Monthly Report

March 12, 2019

Dewayne Williams, F.B.O.

- **Fuel Sales – February 2019**

Avgas 100 Low Lead (100LL)

February 2019 – 2,374 Gallons

Jet A w/prist (Deicing additive)

February 2019 – 8,863 Gallons

- **Hangars – 100% Occupancy**

- **Maintenance Issues**

No major issues currently.

- **Equipment Upgrades Needed**

100 LL Self-Service Fuel Terminal needs to be upgraded soon.

Qtpod will ~~discontinue all product support for M3000 Self-Serve Fueling Terminals~~ that were installed prior to January 1, 2008, after June 30, 2019.

Plan for AWOS complete system upgrade within four (4) years.

Questions/Concerns/Comments?

- Thank you.



The City of Durant

Public Works Director

Memorandum

Date: 2/1/2019
To: Airport Authority
From: Marty Cook - Public Works Director
Re: Consider Approval of the Fixed Base Operator (FBO) Minimum Standards Document and to Begin Implementation

After months of evaluation and conversations with the FAA, the OAC, and Bond Council, we have come to the conclusion that the following proposal would be the most efficient and effective way to staff the Airport. We would approve any Fixed Base Operators (FBO) or Special Aviation Service Operators (SASO) who apply and follow the minimum standards included within this document. We would then provide the basic services and oversight of the Airport with a staff consisting of whatever employee(s) are necessary to perform the functions required.

Council Information / Action Requested

Approve / Deny the New Document

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

ATTACHMENTS:

Description	Type	Upload Date
Minimum Standards	Cover Memo	3/4/2019
Airport Employee Needs	Cover Memo	2/7/2019

Minimum Standards for Fixed Base Operators (FBO/SASO) at

Durant Regional Airport - Eaker Field

This is a summary of the obligations and services which should be provided by a Fixed Base Operator (FBO), and/or Specialized Aeronautical Service Provider (SASO).

Definitions

- A. Commercial aeronautical service providers can be broken down into two broad categories, *Fixed Base Operators* (FBO) and *Specialized Aviation Service Operations* (SASOs). An FBO is usually defined as a service provider that provides two or more aeronautical services, normally including the sale of aviation fuel. An SASO is an entity that usually provides a single aeronautical service, such as airframe & powerplant maintenance.
- B. Fixed Base Operator — A Fixed Base Operator is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person, firm, or corporation may act in the capacity of an FBO without a valid agreement with the City of Durant authorizing such activity at the airport. .
- C. Specialized Aviation Service Operations (SASO) - are defined by the FAA as single-service providers performing less than full services. These types of companies differ from a full-service FBO in that they typically offer only a specialized aeronautical service such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.
- D. Airport Tenant — An airport tenant is a person, firm, or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the airport. An airport tenant is not authorized to function as or provide the services of an FBO.

II. Services and Requirements

A. An FBO/SASO is authorized to offer or perform any or all of the following services or functions for the public. The guidelines for each service or function are listed.

1. Airframe or power plant repair: Sufficient hangar space, FAA certified mechanic on duty, paved outside parking area for aircraft, and paved access to the runway-taxiway system (if connecting runway or taxiway is paved).
2. Fueling: Avgas and jet fuel delivery trucks, trained and qualified fueling technician, plan of action in case of a massive fuel spill, and at least the minimum number of working fire extinguishers and bonding cables as recommended. Fuel trucks must meet all applicable local and State codes and be approved for use by the local fire marshal. Fuel must be purchased from the Airport Owner's fuel tanks on site.
3. Line service: Properly trained personnel; ropes, chains, or other restraining devices and wheel chocks for each tie down position.
4. Aircraft sales and/or rental: Sufficient office space, aircraft display area, and aircraft inventory.
5. Flight instruction: Trained and certified instructor, and aircraft available for instruction.
6. Avionics: Shop area, office space, and trained and certified personnel on duty.
7. Aircraft storage: Sufficient hangar, T-hangar, or tie down spaces.
8. Air taxi and charter: FAA Part 91 or Part 135 certification, aircraft with sufficient hangar, T-hangar, or tie down space, and aircraft loading or unloading area.

Hangar space, shop areas, restrooms, and other equipment as well as sufficient personnel shall not necessarily be accumulative for each service provided. For example, if an FBO/SASO provides both flight instruction and aircraft sales, both functions could be serviced by the same amenities. The actual agreement between an FBO/SASO and the

airport owner shall spell out the required services of each FBO/SASO and the square footage, number of personnel, etc. which must be provided by that FBO/SASO.

B. An FBO/SASO is required to perform the following functions or abide by the following rules:

1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's/SASO's business subject to the approval of the airport owner.
2. The FBO/SASO must lease their spaces from the Owner and the Terminal Building will not be an option to lease for any entity.
3. Use, with others so authorized, any common areas or equipment on the airport including, but not limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.
4. Upon termination of the lease, return any leased property to the airport owner in the same condition as it was at the start of the lease, normal wear excluded. Any improvements or additions made to real property during the term of the lease will become property of the airport owner at the termination of the lease.
5. Will not prevent any person, company, or employee of a company from servicing, maintaining, or fueling their own aircraft that might be parked or hangared at the airport.
6. Make its business open to all forms and classes of aeronautical use.
7. Submit to and abide by periodic safety inspections by the Airport owner, the FAA, and/or the Oklahoma Aeronautics Commission.
8. Maintain all leased areas and the interior and exterior of any leased or constructed buildings to an acceptable standard.
9. Remove and properly dispose of any trash from the leased property.
10. Notify and gain approval of the airport owner of any intended reduction of services which are included in the FBO's/SASO's agreement.
11. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.

12. Abide by any and all rules, requirements, or mandates placed upon the airport owner by the FAA or the State of Oklahoma including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of OAC grants.
13. An FBO/SASO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the airport owner.
14. An FBO's/SASO's rights do not supersede the airport owner's rights and obligations.

III. Airport Owner's Rights and Obligations

The airport owner retains the right and/or obligation to do the following:

- A. Perform any or all of the functions of an FBO/SASO. If so inclined, the airport owner may retain a proprietary right to offer any or all FBO/SASO services and/or products and allow no FBO/SASO to offer the same services or products at the airport.
- B. Enter into contracts with other FBO's/SASO's to operate similar or competitive businesses at the airport without regard to the wishes or desires of existing FBO's/SASO's. Any new agreements will be written to standards applicable at that time. If a new agreement gives an economic advantage to the new FBO/SASO, the airport owner may renegotiate its contract with the disadvantaged FBO/SASO; however, under no circumstances will the airport owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current agreements.
- C. Approve an FBO's/SASO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the airport as shown on an FAA approved Airport Layout Plan or Master Plan.
- D. Maintain the airport in a safe and serviceable condition.
- E. Collect all fees for the use of the airport; these fees include lease of hangar space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The airport owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO/SASO or airport user or type of user.

- F. Increase or decrease the fee or required services of an FBO/SASO at any time the FBO's/SASO's agreement is renegotiated or at any such time as authorized by the lease agreement for any spaces leased by the FBO/SASO, and the Terminal Building will not be an option for lease to any entity.
- G. Reserve the right to take any actions necessary to protect the safety and usability of the airport and the approach surfaces to all runway ends.
- H. Reserve and restrict the use of property, equipment and any and all airport owned assets to the best interest of the airport owners' benefit. Owner may enter into use and/or lease agreements for assets not otherwise restricted or prohibited by grant requirements and/or other obligations.

IV. Payment and Fees

- A. Service Charge — An FBO/SASO must pay all responsible rentals, fees, or charges in a timely manner. The airport owner retains the right to assess a service charge for any late payment's due to the owner.
- B. Utilities — An FBO/SASO must arrange for water and waste water, gas, electricity, telephone, and any other utilities it uses on the airport and pay all responsible charges in a timely manner throughout the term of the lease.
- C. Taxes — An FBO/SASO will pay all responsible taxes in a timely manner.
- D. Other Bills — An FBO/SASO will pay all responsible bills in a timely manner.

Under no circumstances will the airport owner be responsible for payment of any taxes or bills owed by an FBO/SASO.

V. Solicitation and Conduct

- A. An FBO/SASO will not engage in the solicitation of its fuel delivering or other services on or about the airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the airport owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO/SASOs agreement.
- B. An FBO/SASO will conduct business on the airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the airport. An FBO/SASO

will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the airport. The airport owner has the right to resolve all such disputes, disagreements, or conflicts and the airport owner's determination will be binding upon all FBO/SASO's operating at the airport.

VI. Use and Use Conflict

Any land, building, paved area, and other infrastructure leased to an FBO/SASO are to be used and occupied solely for the purpose of operating a Fixed Base Operation/ Specialized Aeronautical Service Provider and no other. The leased airport property cannot be sublet or divided, except for parking aircraft in hangars, T-hangars, or tie down spaces without the written permission of the airport owner.

VII. Unauthorized Use

An FBO/SASO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without written approval of the airport owner.

VIII. Rules

An FBO/SASO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Environmental Protection Agency, the National Fire Protection Association, the local and State fire Marshal, the Oklahoma Aeronautics Commission, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO/SASO's business, and the general safety and operation of the airport.

IX. Application Information

Name_____

Phone# _____

Address

E-Mail

Business Name

Phone #_____

Business Address

Interested in a Ground Lease (☐)

Interested in a Hangar (☐)

Proposed services to be provided

IN WITNESS WHEREOF we have set our hands and seals the day reflected on the acknowledgment hereafter.

DURANT AIRPORT AUTHORITY

ATTEST

JERRY L TOMLINSON, CHAIRMAN

FBO / SASO



THE CITY OF DURANT

Durant Regional Airport

Eaker Field

January 25, 2019

To whom it may concern,

The Airport will be hiring an Airport Manager and Operational staff to work at the Airport. These employees will be Managing the Terminal Building and all of the basic operations of the airport.

The management and operations are to include but not be limited to:

1. Fuel System and Storage Tanks - Buying and selling fuel, maintaining equipment, inspection and upgrade, documentation, ensuring compliance with all regulations pertaining to the fueling system.
2. City Owned Hangars - Managing and maintaining Hangars that this City owns, Collecting lease payments, having leases signed and issuing new leases to new occupants, complete oversight of the leased hangars.
3. Terminal Building and Airport Equipment - Maintain and operate the Terminal building, operation of the radio system, including issuing Notams, maintain all AWOS, VOR, Lighting systems, and any other essential airport equipment or navigational aids, formal publication requirements, proper documentation of any required testing, inspections, or maintenance of all airport equipment, cleaning, mowing, overall appearance of the Airport, scheduling use of conference and training rooms, and marketing the airport for growth.
4. Budgetary - Ensure proper reporting of any revenue streams and expenditures through the City of Durant Purchasing Policy, assist with budget writing for any airport related needs, assist with grant writing and decision making where it concerns the Airport property or equipment, daily deposits of fees collected in conjunction with the airport, assist in staffing decisions for airport operation.
5. Operations - Ensure necessary staffing to accommodate customers with a level of service as required, expected high level of customer service without bias, pulling planes, tie downs, parking, fueling, after hours call ins, managing fleet loan vehicles, manage Airport owned fuel truck, tugs, tractors, mowers, and any other direct assets.

Sincerely,

Marty Cook
Public Works Director
City of Durant