



# **Stigler Regional Airport**



## **Business Plan**

Prepared: December 2018



# Stigler Regional Airport Business Plan

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## **Introduction/Statement of Purpose for Stigler Regional Airport Business Plan**

The City of Stigler has a strong focus on economic development and is working closely with the Stigler Industrial Development Trust and the Stigler-Haskell County Chamber of Commerce to bring about economic improvement in the area. The City currently has a number of available properties that they are actively marketing to companies including a property at Stigler Regional Airport.

To support this focus on economic development, the City wants to ensure that its airport is “business friendly” and properly equipped to support and attract businesses to the area. The purpose of this business plan is to analyze the current situation at the airport and chart a path forward to ensure this goal is achieved. To that end, this study will focus on what Stigler needs to do in the following key areas to ensure it is a ‘business friendly’ airport:

- Rates and Charges Evaluation
  - Including Comparison to Other Airports
- Airport Services Offered
  - Current vs. Future
- Capital Improvement Funding Options
- Airport Standards and Document Development
  - Minimum Standards for Commercial Operators (Appendix A)
  - Rules and Regulations (Appendix B)
  - Building/Development Standards (Appendix C)
  - Land Lease (Appendix D)
  - Hangar Site Layout (Appendix E)

It should be noted that the City is already taking steps at the airport to prepare it for the future. The City is currently planning the construction of a new taxiway and ramp area at the south end of the runway that will open up numerous sites for the development of box hangars for business clients. Additionally, the City is preparing to rehabilitate the pavement on its current aircraft ramp to improve its condition.

## **Airport Background**

Stigler Regional Airport is a general aviation airport in eastern Oklahoma. The airport was officially activated in January 1977. The original runway was 3,000 ft. x 60 ft. and has been extended twice since 1988. The current runway – Runway 17/35 – is 4,296 ft. x 60 ft. and is made of asphalt. The weight bearing capacity of the runway is documented as 12,500 lbs. for aircraft with single wheel gear configurations. The runway has a 96 ft. displacement at the approach end of Runway 17 due to a power line that is located approximately 865 ft.



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from the runway threshold. This displacement is required to meet obstacles clearance standards for the runway.

Instrument approaches exist to both runway ends. The instrument approach charts for each runway were reviewed on 12/4/17. The instrument approach with the lowest minimums is the RNAV/GPS approach to Runway 35 which has a Decision Altitude (DA) of 250 ft. Above Ground Level (AGL) and visibility minimums of 1 mile. The instrument approach to Runway 17 has the same visibility minimums but a slightly higher DA of 301 ft.

Stigler currently has 14 based aircraft at the airport including 9 single engine aircraft, 1 multi-engine aircraft, 1 jet, and 3 helicopters as 3/26/18. Additionally, the airport averages approximately 126 aircraft operation (takeoffs or landings) per week.

The airport is owned and operated by the City of Stigler. The airport does not have a full-time airport manager. Consequently, the City Manager for the City of Stigler serves as the City's primary contact for the airport. Additionally, the City has created an Airport Trust to help oversee the Airport. The Airport Trust President coordinates closely with the City Manager and provides input regarding decisions affecting the airport.

Stigler Regional Airport is classified as a "district" airport under the current Oklahoma State Airport System Plan and has been given an airport reference code of B-1 which means that it primarily services smaller aircraft including smaller turboprop and business jet aircraft. It should be noted that this designation does not preclude larger aircraft from operating at Stigler Regional Airport, it just means that larger aircraft currently do not frequently visit the airport.

## **Section # 1 – Rates and Charges Evaluation**

As part of this business planning effort, a rates and charges analysis was completed to identify what other airports in close proximity to Stigler Regional Airport were charging for leases and various services. This analysis was undertaken to help establish a plan for what Stigler should charge for similar services. A total of eight airports were considered for the rates and charges analysis and, of those eight, five airports were selected to be included in the analysis. **Table 1, Comparable Airport Selection**, show all eight airports that were considered. The airports that are highlighted in yellow represent the five airports that were selected for the rates and charges analysis. A number of items were taken into consideration in selecting the five airports that would be included in the analysis including overall activity level comparative to Stigler, airport infrastructure similarities, and socioeconomic considerations. As part of this analysis, we chose to focus on airports slightly larger than Stigler rather than airports smaller than Stigler.



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**Table 1 – Comparable Airport Selection  
Stigler Regional Airport**

Airport ID	Airport Name	Weekly OPS #	Based Aircraft	Length of Longest RWY	IAP with Lowest Minimums	Fuel	Distance from GZL	County	Population of County Airport is Located In	Median Household Income of County	Reason Not Selected for Comparison
GZL	Stigler Regional	126	12	4,296	250' x 1 mile	100LL	0	Haskell	12,850	\$35,252	N/A
OKM	Okmulgee Regional	238	29	5,150	200' x 1/2 mile	Jet A & 100LL	60 miles	Okmulgee	39,446	\$38,843	N/A
JSV	Sallisaw Municipal	46	25	4,006	633' x 1 mile	100LL	17 miles	Sequoyah	41,464	\$35,736	N/A
RKR	Robert S Kerr Airport	154	30	4,007	469' x 1 mile	Jet A and 100LL	28 miles	Le Flore	49,899	\$36,490	N/A
MLC	McAlester Regional	161	33	5,602	445' x 3/4 mile	Jet A and 100LL	42 miles	Pittsburg	44,961	\$42,576	N/A
TQH	Tahlequah Municipal	294	56	5,001	250' x 1 mile	Jet A and 100LL	48 miles	Cherokee	48,097	\$38,694	N/A
MKO	Davis Field	231	94	7,202	250' x 3/4 mile	Jet A and 100LL	26 miles	Muskogee	70,224	\$39,984	Much larger runway, large population
H68	Hefner-Easley (Wagoner)	77	38	3,401	500' x 1 mile	No Fuel	53 miles	Wagoner	75,391	\$55,715	Too small
F10	Henryetta Municipal	77	4	3,501	591 x 1 1/4 mile	100LL	57 miles	Okmulgee	39,446	\$38,843	Too small



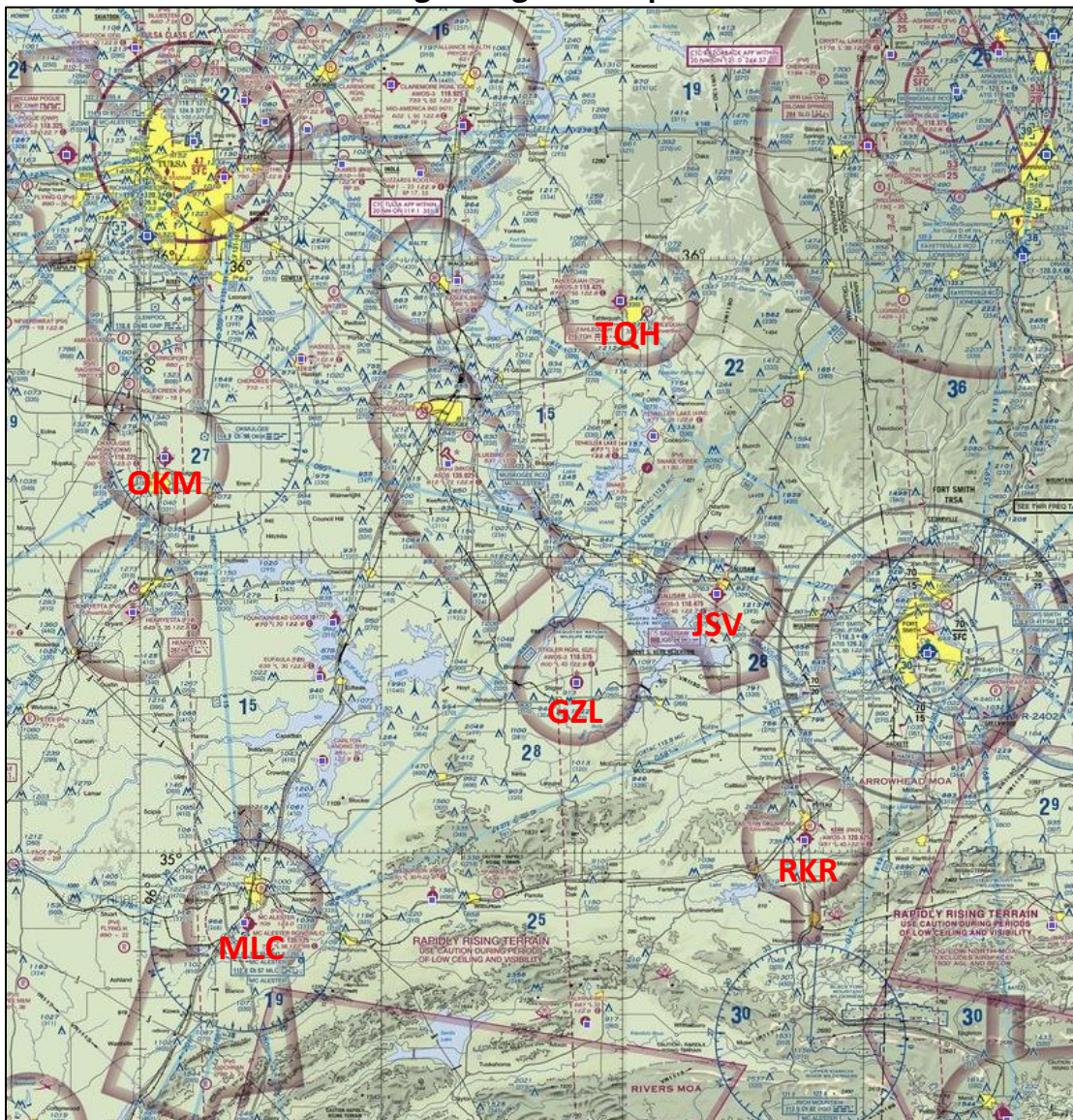


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Based on the factors depicted in **Table 1**, Okmulgee Regional Airport, Sallisaw Municipal Airport, Robert S. Kerr Airport, McAlester Regional Airport, and Tahlequah Municipal Airport were selected for the rates and charges analysis. It was determined that David Field should be omitted from the analysis because the primary runway at that facility is much larger than the runway at Stigler and because the population of the area is significantly larger. Hefner-Easley (Wagoner) and Henryetta Municipal were omitted because those facilities have significantly smaller runways, are over 50 miles away from Stigler, and have fewer weekly aircraft operations.

The location of the selected airports is shown on **Figure 1 – Aeronautical Chart**.

**Figure 1 – Aeronautical Chart**  
**Stigler Regional Airport**





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Once the comparable airports were selected, the specific rates and charges items that would be studied as part of the analysis were selected. The selected rates and charges items were:

- Current 100LL Fuel Price
- Current Jet A Fuel Price
- Ground Lease Rate
- Typically Ground Lease Term
- Daily Tie-Down Rental Rate

To complete the rates and charges analysis a combination of online research and interviews were completed with each of the selected airports to identify their rates and charges for each item being studied.

**Table 2**, *Rates and Charges Comparison*, shows the results of the analysis.

**Table 2 – Rates and Charges Comparison**  
**Stigler Regional Airport**

Airport ID	Airport Name	100LL Price	Jet A Price	Ground Lease Rate	Tie Down Rate	Typical Ground Lease Term
GZL	Stigler Regional	\$3.50	N/A	TBD	TBD	TBD
OKM	Okmulgee Regional	\$3.68	\$2.88	Not established	\$5 daily/\$55 month	Not established
JSV	Sallisaw Municipal	\$3.96	N/A	\$0.10 per square foot annually	Free	20 years
RKR	Robert S Kerr Airport	\$3.89	\$3.49	\$1,000 for lot - \$200 annually (varies widely)	Free	25 year
MLC	McAlester Regional	\$4.49	\$3.49	\$1 year for 25 years - hangar reverts to City	Free	25 year
TQH	Tahlequah Municipal	\$3.69	\$3.89	.06 per square ft per year	Free Daily/ \$5 per month	20 year lease with option for additional 20 years. ( typically a \$.01 or \$.03 increase per square ft. for additional term).

The rates and charges shown in **Table 2** were all pulled on August 9<sup>th</sup>, 2017. Fuel prices frequently change from week-to-week and consequently may vary widely. However, fuel prices were spot checked again on August 17<sup>th</sup>, 2017 and most airports showed no or very little change in fuel price.

### Rates and Charges Analysis Conclusions and Recommendations:

Based on the rates and charges analysis the following conclusions may be drawn for application to Stigler Regional Airport:



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1. Fuel Service – Stigler Regional Airport currently doesn't offer Jet A fuel service but making it available in the future will be critical. The only other airport in the analysis that doesn't offer Jet A fuel is Sallisaw Municipal Airport. Unsurprisingly, Sallisaw and Stigler were the two smallest airports in the rates and charges analysis in terms of based aircraft and operations. For Stigler to grow and attract business aircraft, which primarily utilize Jet A fuel, it will be imperative that Stigler offer Jet A fuel service. Consequently, as an initial step, Stigler may want to consider installing a stationary Jet A fuel farm with a long Jet A fuel hose (100 ft.) to fuel these aircraft until demand is sufficient to warrant the purchase/lease of a fuel truck. Stigler Regional Airport currently has the infrastructure in place to be able to offer Jet A fuel service with minimal modification. If an aircraft operator that utilizes Jet A fuel commits to basing an aircraft at Stigler Regional Airport, the City and Airport Board will move forward with making the improvements necessary to offer Jet A fuel. Additionally, most aircraft operators that fly turboprop or jet aircraft prefer "full service" style fueling that is usually provided by a fuel truck. Purchasing or leasing a fuel truck can be costly and may not be feasible for Stigler.
2. Fuel Price – Establishing a pricing methodology for Jet A fuel will also be vitally important to attracting business aircraft to Stigler Regional Airport. Most of the airports in the analysis charge between \$3.49 and \$3.89 per gallon for Jet A which is a very reasonable price compared to many airports across the nation. However, Okmulgee Regional Airport is offering Jet A fuel for the incredibly low price of \$2.88 per gallon. It is recommended that Stigler establish its fuel price toward the lower end of the range of the airports mentioned above (\$3.50 to \$3.70 range). It is not recommended that Stigler try to price their fuel lower than Okmulgee Regional Airport as that will likely result in loss of revenue for the Stigler and will not increase turboprop and jet traffic significantly. Additionally, because fuel prices vary on a weekly, and sometimes daily, basis it is recommended that Stigler check the prices at the other airports on a weekly basis to make sure they are appropriately pricing their Jet A fuel service.
3. Ground Lease Price and Structure – Of the airports interviewed, Tahlequah Municipal Airport seemed to have the best pricing strategy and lease structure for ground leases. Tahlequah Municipal offers an initial 20 year lease with an option for an additional 20 years. They charge \$.06 per square foot leased annually. At the end of initial term, there is an increase of \$.01 to \$.03 per square foot for the next twenty years. The Airport Manager mentioned that he has been using that pricing/lease strategy for many years and has seen an increase in hangar development as a result. He stated that there were 23 hangar when he arrived at the airport and now there are currently 44 hangars. Tahlequah Municipal is also the





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busiest airport in the comparable airports panel. Stigler has decided to adopt a flat rate leasing structure. As part of this lease structure, the City will charge a flat rate of \$7,500 per pad site for pads on the west side of the development and \$9,000 per pad site for pads on the east side of the development (shown in Appendix E). The full amount of the payment will be due upon the execution of the lease. The term of the initial lease will be 20 years. An additional 20 year renewal option will be provided after the initial term expires.

4. Tie-Down – Most airports in the analysis don't charge for tie-downs or they charge a very low fee. The City of Stigler and the Airport Board have decided to charge for tie-downs as follows. The first 90 days an aircraft is tied down will be free. After 90 days, the City will charge \$30 per month for single engine aircraft and \$60 per month for twin engine aircraft or larger.

If Stigler Regional Airports follows the practices described above they should be able to encourage the development of business aviation traffic at the airport and improve the airport's revenue.

## **Section #2 – Airport Services Offered**

In addition pricing, the services an airport offers can have an effect on the likelihood that business aircraft will choose to use the airport. These services can vary widely from Fixed Based Operator (FBO) amenities, to aircraft maintenance facilities, to food and entertainment options located in close proximity to the airport, to the airport's infrastructure. In the Airport Cooperative Research Program (ACRP) Report 77, ACRP identified the following factors as being key to the cultivation of business aircraft use of an airport:

- Close proximity to location passengers need to get to
- 5,000 foot or longer runway
- Precision instrument approaches
- Air Traffic Control Tower on the field
- Fuel availability
- Line Services (e.g. aircraft towing, marshalling, FBO facilities, etc.)
- Maintenance facilities (ideally with avionics and instrument services)
- Ground transportation access
- Hangar availability (for longer stays and bad weather)
- Catering





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While it will not be feasible for Stigler Regional Airport to offer all of these services, there are some services and infrastructure improvements that they should consider to improve their ability to attract business aircraft to Stigler. These services include:

1. Jet A Fuel Service – This need was already discussed and identified in the rates and charges section of this business plan.
2. Improved FBO Facilities – Currently, Stigler Regional Airport has a small terminal facility but not a full-service FBO. While it probably won't be possible to offer a full-array of FBO line services at Stigler, the Airport should consider offering some basic services such as crew rest facilities and a flight planning room. The City does not plan on offering a courtesy car at the Stigler Regional Airport. A low cost public transportation service called KATS is provided in town from 8 AM to 4 PM, Monday – Friday. KATS may be contacted at 918-967-3365. Additionally, the City of Stigler police officers will provide transportation support to airport patrons, as needed, after hours. The Stigler Police Department can be contacted at 918-967-3377. Once Jet A fuel service become available it should be possible to potentially have a part-time airport staff member that provides aircraft marshalling and fueling services. Eventually if turboprop and jet traffic increase and more of these aircraft are staying overnight, Stigler could consider the establishment of an FBO hangar that aircraft could be temporarily parked in.
3. Promotion of Information on What is Available – Just as important as the services you offer, is how you communicate that you have those services to potential customers. Currently, Stigler Regional Airport has a minimal website and very little information on its Airnav.com, ACUKWIK.com, and fltplan.com pages regarding the services and amenities that the airport offers. The City should consider the development of a more robust website for the airport that provides pictures of facilities and describes the services that are offered. This site does not have to be fancy or elaborate. It just needs to communicate the services that are available and provide pictures were appropriate. Additionally, information regarding the services offered should be included on the airport's Airnav.com, ACUKWIK.com, fltplan.com pages as those sites are frequently used by pilots to research potential airports.

Of the items mentioned above, the most important ones to improve the business appeal of Stigler Regional Airport are to begin offering Jet A Fuel Service and to properly promote the facilities that Stigler Regional Airport currently has. Doing these items will make Stigler Regional Airport more business friendly.



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## **Section #3 – Capital Funding Options:**

Capital project funding is an important concern for airport's across the United States. As infrastructure needs continue to grow, federal grant funding available through the Federal Aviation Administration has remained unchanged. Additionally, state aviation agencies increasing have limited grant funds available to support airport maintenance, growth, and improvement. This situation has left airport's looking for other avenues to fund future capital improvements including public-private partnerships, other grant programs, local government funding, and self-funding opportunities through increased airport revenues. These capital funding opportunities are each discussed below:

1. Alternative Grant Funding Opportunities – There are grant funds available to airport's outside the traditional grant funding mechanisms established by the FAA and the Oklahoma Aeronautics Commission. A few of the grant programs that could be considered by Stigler Regional Airport are described below:
  - a. One such program is the Economic Impact Initiative Grants in Oklahoma that are administered by the United States Department of Agriculture (USDA). This program provides funding to assist in the development of essential community facilities in primarily rural communities. The grant documentation even call out "airport hangars" a facility that is potentially eligible. More information regarding this grant program can be found at the following link - <https://www.rd.usda.gov/programs-services/economic-impact-initiative-grants/ok>.
  - b. Additionally, the Oklahoma Community Development Block Grants (OCDBG) program should be considered as a potential grant funding source. The CDBG program enables rural Oklahoma communities to finance a variety of public infrastructure and economic improvement projects and helps promote job growth as a result of these improvements. More information can be found at the following link - <http://okcommerce.gov/community/cdbg/>.
  - c. The U.S. Department of Commerce through its Economic Development Administration (EDA) provides funding for economic development through its Economic Development Assurances Program (EDAP). City Government's are eligible to apply for these funds to help improve economic growth in their local community. Additional information regarding this grant program can be found at - <https://www.grants.gov/web/grants/view-opportunity.html?oppld=294771>.

While these grant programs and others like it are not traditionally used by airports they should be considered viable alternatives to help meet the funding requirements to improve Stigler Regional Airport.



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2. Public-Private Partnerships- Public-Private Partnership (P3) have become an increasingly properly funding mechanism for infrastructure development. Basically, in a P3, a private entity agrees to finance the development of a facility in return for some economic benefit that is derived from the facility's operation. This typically allows the public organization to construct a project more quickly and without the need for public funds (e.g. general fund money or bond money.) If the City of Stigler is interested in developing a public-private partnership it would need to identify a particular revenue generating project (e.g. hangar development, etc.) and approach potential investors that might be interested in financing the development in return for the profits of operating the facility. Due to Stigler Regional Airport's size a P3 venture is not likely as these ventures typically occur on larger scale projects.
3. Local Government Funding – Many local government organizations have begun including the capital funds required for airport infrastructure improvements in local General Obligation (GO) bond's that they issue. These opportunities are positive for the airport because they provide a local capital funding source in addition to the grant funds that the airport receives from the FAA and the state aeronautical agency. However, this funding mechanism does pull public funds to the airport that could be used for other improvements such as parks, roads, sidewalks, general infrastructure improvements, etc. Local GO bonds are a feasible option that could be considered for future infrastructure improvements to public facilities at Stigler Regional Airport.
4. Self-Funding Through Increased Revenues – For this scenario to become a reality, Stigler Regional Airport would need to earn revenue in excess of its expenses to be able to self-fund capital projects. While this is possible it is a long-run solution as the airport currently doesn't generate sufficient operational revenue to feasibly fund capital projects in a timely manner.

Based on a review of the alternative capital funding opportunities available to Stigler Regional Airport, it is recommended that the City primarily look to alternative grant funding options (non-FAA or Oklahoma Aeronautics Commission grants) to help fund the capital development of the airport. As a secondary option the City should consider GO bonds.

## **Section #4 – Airport Standards and Document Development:**

As part of the development of this business plan and to ensure Stigler Regional Airport is prepared for future development, the following documents were developed for the airport:



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- Airport Minimum Standards – This document sets forth minimum requirements that must be met by any entity that wishes to operate a commercial business at the airport. (Appendix A)
- Airport Rules and Regulations – This document provides a common set of standards that must be adhered to by all airport operators to ensure the safe and secure operation of the airport. (Appendix B)
- Airport Development Standards – This document sets forth standards that all buildings and facilities at Stigler Regional Airport must be developed to. This document will help ensure uniform and sustainable development. (Appendix C)
- Draft Land Lease – A standard land lease was developed to be utilized for future land leases at Stigler Regional Airport. (Appendix D)

These documents are attached as appendices.

### **Conclusion:**

Stigler Regional Airport is well positioned to improve its appeal to businesses and business aircraft and has set forth standards and regulations to ensure the sustainability of its future growth. Of all the items reviewed and discussed in this business plan the most important items for improving the appeal and growth of Stigler Regional Airport are the offering of Jet A fuel (when demand dictates), the establishment of a lease pricing methodology and structure that encourages development, the pursuit of alternative grant funding opportunities, and the promotion of the facilities Stigler Regional Airport currently has available. Accomplishing these items will play a critical role in charting a new direction for Stigler Regional Airport.



## **Stigler Regional Airport**



## **Appendix A – Minimum Standards**





# Stigler Regional Airport

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## Introduction

The City of Stigler, owner of the Stigler Regional Airport, herein referred to as the Sponsor and in a position of responsibility for the administration of Stigler Regional Airport, herein referred to as Airport, does hereby establish the following Policy for Minimum Standards for Stigler Regional Airport:

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of Stigler Regional Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at the Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established and future aeronautical users and tenants of the Airport.



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## Definitions

### General

- (1) **Aeronautical Activity** – shall be defined in accordance with the FAA regulations and interpretations as any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.
- (2) **Aircraft** - any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.
- (3) **Air Charter or Taxi** - the commercial operation of providing air transportation of person(s) or property for hire on a charter basis or as an air taxi operator. This does not include air carrier operations conducted under FAR Part 121.
- (4) **Aircraft Fuel** - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine. This includes 100LL (AVGAS) and Jet A.
- (5) **Aircraft Operation** - an aircraft landing at, or takeoff from, the Airport.
- (6) **Aircraft Owner** - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.
- (7) **Aircraft Parking and Storage Areas** - those hangar and apron locations at the Airport designated by the Sponsor, of his/her designee, for the parking and storage of aircraft.
- (8) **Aircraft Rental** - the commercial operation of renting or leasing aircraft to the public for compensation.
- (9) **Aircraft Sales** - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- (10) **Airframe and Power Plant Maintenance** - the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.



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- (11) **Airframe and Power Plant Mechanic (A&P)** – a person who holds an aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.
- (12) **Airport** - all of the Sponsor owned or leased real and personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or hereafter configured, expanded, or developed.
- (13) **Airport Operations Area (AOA)** - the area of the Airport used for aircraft landing, takeoff, or surface maneuvering including the areas around hangars, navigation equipment, and communication facilities.
- (14) **Airport Reference Codes** – Federal Aviation Administration (FAA) Advisory Circular 150/5300-13, Airport Design, defines the Airport Reference Code (ARC) as “a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport.”
- (15) **ALP** - the currently approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, NAVAIDs, etc.
- (16) **Based Aircraft** - an aircraft which the owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for long-term storage.
- (17) **Commercial Aeronautical Activity** - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A commercial business activity that involves, makes possible, or is required for the operation aircraft, or which contributes to or is required for the safety of aeronautical operations.
- (18) **Commercial Operator (Operator)** - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.
- (19) **Exclusive Right** - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be



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conferred either by express agreement, contract, license, lease, and permit or by the imposition of unreasonable standards or requirements, or by any other means. This definition is intended to neither expand nor reduce the scope of the term “exclusive right” as defined by the FAA and the definition of “exclusive right” as determined by the FAA shall be controlling in the construction and application of these Minimum Standards.

- (20) **General Aviation** - all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.
- (21) **Hazardous Material** - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board, or agency.
- (22) **Minimum Standards** - the qualifications or criteria, which may be established by the Sponsor as the minimum requirements that shall be met by businesses engaged in commercial aeronautical activities for the right to conduct those activities.
- (23) **UNICOM** - a two-way communication system operated by an entity that provides airport advisory information.

### Governmental

- (1) **Airport Manager** – the designated person or duly authorized individual appointed by the Sponsor to administer and manage all operations of the Airport and airport facilities, and to supervise all airport projects.
- (2) **FAA** - the Federal Aviation Administration as established in 1967 within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- (3) **FAR** - the Federal Aviation Regulations as published by the FAA that govern the operation of aircraft, airways, and airmen, Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to “14 CFR” (Title 14 of the Code of Federal Regulations).
- (4) **Sponsor** – the Sponsor for the Stigler Regional Airport is the City of Stigler (City).



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## Fueling

- (1) **Fueling or Fuel Handling** - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.
- (2) **Fuel Storage Area** - any portion of the Airport designated temporarily or permanently by the Sponsor as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.
- (3) **Self-Fueling** – the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a credit card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.
- (4) **Private/Personal Fueling** - the private operation of an individual to bring fuel onto the airport in order to fuel their own aircraft.

## Lease and Agreements

- (1) **Lease** - the written contract between the Sponsor and an Operator (Lessee) specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.
- (2) **Sublease** - a written agreement, approved by the Sponsor, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing aeronautical services at the Airport.
- (3) **Agreement** - the written agreement between the Sponsor and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid; and the rights and obligations of the respective parties.
- (4) **Permit** - administrative approval issued by the Sponsor or other governmental agency, to a person or company to conduct a commercial aeronautical activity, and provide such services to based and transient aircraft only from facilities and locations where such services are authorized.
- (5) **Person** - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.





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- (6) **Lease Assignment and Assumption** – a written agreement, approved by the Sponsor, that transfers an existing leaseholder's rights and obligations under an existing lease agreement to another party.

## Commercial Services Provider Classifications

- (1) **Avionics Sales and Maintenance** - the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.
- (2) **Fixed Base Operator (FBO)** - a commercial operator who is authorized to engage in the primary activity of aircraft refueling, and depending upon demand and economic feasibility, airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, and aircraft storage/hangar rentals. The term "Operator" as used in these Minimum Standards shall include "FBOs."
- (3) **Specialized Aviation Service Operation (SASO)** - a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include, but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental, and sales, and aircraft storage. The term "Operator" as used in these Minimum Standards shall include "SASOs."
- (4) **Business Hours** - those hours during which the Operator is open and providing aeronautical activities to the general public. Business hours are to be determined by the Operator and are to be reasonable based upon customer and market circumstances.
- (5) **Flight Training** - the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight Training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.
- (6) **Flying Club** – a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.



# Stigler Regional Airport

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- (7) **Preventive Aircraft Maintenance** - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.
- (8) **Self-Service** – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.

## Infrastructure

- (1) **Roadway** - any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.
- (2) **Taxilane** - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage areas.
- (3) **Taxiway** - a defined path established for the taxiing of aircraft from one part of the Airport to another.
- (4) **Vehicle Parking Area** - any portion of the Airport designated and made available temporarily or permanently by the Airport or an Operator for the parking of vehicles.
- (5) **T-Hangar** – a building used for storage of aircraft in individually divided, self-contained bays.
- (6) **Box or Community Hangar** – a building used for the storage of multiple aircraft in one common area. These hangars can be leased by one operator to store multiple aircraft or used to lease individual square footage per aircraft.
- (7) **Terminal** – a building usually used to transition pilots and passengers from the aircraft apron/storage areas to airport roadways and vice versa.



# Stigler Regional Airport

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## Minimum Standards for all Operators

The following shall apply to all potential Commercial Operators wishing to conduct one or more Commercial Aeronautical Activity(s) at Stigler Regional Airport:

1. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold and in accordance with like operations on the Airport. Sponsor will consider the current Master Plan and ALP implications before any lease is executed.
2. The proposed commercial activity must be aeronautical in nature.
3. The prospective Operator shall have such aviation business background and shall have demonstrated its business capability to the satisfaction of, and in such manner as to meet with the approval of the Sponsor.
4. Any prospective Operator seeking to conduct aeronautical activity at the airport should demonstrate that it has adequate resources to realize the business objectives agreed to by the Sponsor and prospective Operator.
5. The prospective Operator shall develop its hangars and facilities in accordance with the Stigler Regional Airport Building Development Standards. Hangars must be 40 ft. to 60 ft. deep but the width will vary based on the individual tenant and the number of pad sites leased. Any prospective Operator that desires to build a hangar outside of these parameters must provide the Sponsor with a proposed development plan that clearly shows the proposed facility layout and dimensions for the Sponsor's review and consideration. All hangars shall be sited along a standard set-back, established by the Sponsor, from the taxilane/apron utilized to access the hangar/facility. Additionally, prospective tenants must provide electric, water, and an aerobic sewer system for their facilities. All facilities developed must meet all applicable International Building Code (IBC) standards for engineered metal buildings.
6. The prospective Operator shall have its premises open and services available as is reasonable based upon customer and market circumstances.
7. The prospective Operator shall demonstrate to the Sponsor satisfactory evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation (see Appendix A for minimum insurance coverage limits) and name the Sponsor as an additionally insured on each individual policy. The prospective Operator should make its own analysis to determine if additional insurance is needed above and beyond what the Sponsor requires. All required policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or



## Stigler Regional Airport

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renewals or extensions thereof with a 30-calendar day notice of cancellation to the Sponsor. However, in all cases, amounts of policies must meet the statutory requirements.

### Minimums Standards for Commercial Operators Conducting Aircraft Airframe Engine and Accessory Maintenance and Repair

1. Operator shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA. No maintenance will be performed on ramps or storage hangars that are not specifically authorized for aircraft maintenance by an Operator.
2. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

### Minimums Standards for Commercial Operators Conducting Aircraft Rental

1. Any aircraft provided for rent must be certified and airworthy. All required maintenance (annual and 100 hour) inspections are to be current.
2. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

### Minimums Standards for Commercial Operators Conducting Flight Training

1. Operator shall have available for use in flight training, either owned or leased to Operator, properly certificated aircraft.
2. Operator shall have at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.



## Stigler Regional Airport

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3. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

### **FAR Part 141 Flight Schools**

1. If a flight school is to operate on the airfield under FAR Part 141, the flight school must adhere to all requirements specified in FAR Part 141.
2. All instructors, aircraft and flight simulators must meet all FAA requirements.
3. The flight school must hold the appropriate certificate for the type of flight instruction offered.
4. Must have available the correct pilot briefing and ground training facilities as specified in FAR 141.43 and 141.45
5. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

### Minimums Standards for Commercial Operators Conducting Commercial Skydiving

None permitted due to the limited space available for a drop zone, planned development per the ALP and undue hazards created to aircraft operations at the Airport.

### Minimums Standards for Commercial Operators Conducting Aircraft Storage

The storage of aircraft will be in one of three areas:

#### **Aircraft tie-down**

1. A space shall be allocated to one aircraft only.
2. Tie-down spaces will either be leased to the aircraft owner by the Sponsor or the Operator.
3. The aircraft owner shall be responsible for securing their own aircraft.





## Stigler Regional Airport

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4. The Sponsor or Operator shall not be responsible for damage to the aircraft that occurs due to the elements or adverse weather.

### **T-Hangar**

1. Each aircraft owner has their own private enclosed bay.
2. Each aircraft owner shall lease a bay from either the Sponsor or an Operator.
3. Each aircraft owner shall be responsible for the movement into and out of the hangar.
4. No maintenance shall be conducted in a T-hangar unless approved by the Sponsor.
5. No fueling of aircraft in a T-hangar.

### **Community or Box Hangar**

1. Aircraft owner and/or the Operator serving the aircraft is responsible for securing aircraft in the hangar by chocking tires.
2. If used for a community storage hangar with individual spaces leased from the Sponsor, Sponsor staff should be present when an aircraft owner is moving another aircraft to get their aircraft in or out of the hangar. During times before or after hours, an attempt should be made to position the aircraft to the front of the hangar as not to disturb another aircraft.
3. If used for a community storage hangar and leased from an Operator, said Operator's staff should be responsible for moving aircraft in and out of the hangar. During times before and after hours, a request shall be made the prior day so the aircraft can be moved to the front of the hangar.
4. No maintenance on aircraft shall be conducted in a community or box hangar unless approved by the Sponsor.
5. No fueling of aircraft in a community or box hangar.



# Stigler Regional Airport

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## Minimums Standards for FBOs

Operators conducting aircraft fuel and oil service to the public on the Airport shall be required to provide the following services and equipment and meet these specific standards:

1. Appropriate grades of aviation fuel.
  - a. 100 octane low lead aviation gasoline (100LL / Avgas)
  - b. Jet A
2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
3. Fuel dispensing equipment, meeting all applicable Federal, State, and local authority requirements for each type of fuel dispensed. A storage capacity of at least 12,000 gallons minimum per grade of fuel being sold is required.
4. Proper equipment for aircraft towing, inflating aircraft tires, washing aircraft windscreens, and recharging aircraft batteries.
5. The safe storage and handling of fuel in conformance with all Federal, State and County requirements and fire codes pertaining to safe storage and handling of fuel.
6. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
7. Restroom facilities for personnel and customers shall be available for use during normal business hours as defined by the Operator.
8. Auto parking for customers and employees.
9. A flight planning area with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning. The flight planning area shall be available for use by customers during normal business hours as defined by the Operator.
10. A pilot lounge and waiting area for transition of air passengers to ground



## Stigler Regional Airport

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transportation, and vice versa. The pilot lounge and waiting area shall be available for use during normal business hours as defined by the Operator.

11. Adequate bonding wires will be installed, continuously inspected and maintained on all fueling equipment, to reduce the hazards of static electricity discharge and the potential for fire caused by said hazard.
12. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.
13. Unless provided by the Sponsor, the Operator shall have a fixed fuel storage system which shall contain safety fixtures and filtration systems to ensure airline-type quality. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable.
14. An approved aviation fuel spill kit shall be provided and located in close proximity to the fuel system and labeled for easy identification.
15. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.
16. Provide sufficient personnel to provide the services and facilities mentioned above.

### Minimums Standards for Commercial Operators Conducting Avionics Instruments, Propeller Repair Station

1. Operator shall employ and have on duty during normal business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA rated radio, instrument or propeller repairman.
2. The personnel completing the work shall meet the provisions as specified in FAR Part 43 for the applicable service to be provided.
3. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.



# Stigler Regional Airport

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## **Certificated Repair Stations**

1. If a repair station is to be certified under CFR Part 145, the repair station shall meet all requirements for the type of rating. The Operator shall provide proof of certification before operations can begin.
2. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

## **Minimums Standards for Commercial Operators Conducting Aircraft Charter and Air Taxi Operations**

1. The Operator shall provide, either owned or under written lease, the type, class, size and number of aircraft intended to be used by the company, not less than one single-engine four-place aircraft and/or one multi-engine aircraft, both of which must meet the requirements of the air taxi commercial certificate held by the Operator. All aircraft shall be certified for instrument operations.
2. The Operator shall employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by company.
3. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

## **Commuter and on Demand Operations**

1. When applicable, Operators shall comply will all provisions under FAR Part 135.
2. Proof of certification shall be presented to the Sponsor for based aircraft conducting this type of operation.
3. Adequate and appropriate insurance types and amounts as required for this activity.



# Stigler Regional Airport

## Minimum Standards for Commercial Operators Conducting Specialized Commercial Flying Services

A specialized commercial flying service is any commercial operator that engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

- a. Non-stop sightseeing flights that begin and end at the same airport.
- b. Crop dusting, seeding, spraying, and bird chasing.
- c. Banner towing and aerial advertising.
- d. Aerial photography or survey (including any done by UAS).
- e. Power line or pipeline patrol.
- f. Firefighting.
- g. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

### Minimum Standards

1. Any Operator providing specialized commercial flying services shall lease property from the Sponsor and the lease shall include a building sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of Sponsor. In the case of crop dusting or aerial application, Operator shall make suitable arrangements and have such space available in its leased area for safe loading and unloading and storage and containment of chemical materials. A written emergency plan for the handling of hazardous materials shall also be required. All spills will be immediately reported to Sponsor. Operator shall demonstrate that it has the availability of aircraft suitably equipped and certified for the particular type of operation it intends to perform.
2. The Sponsor shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. Operator will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators. Insurance minimums shown in Appendix A.

## Minimum Standards for Flying Clubs

1. Flying Clubs must meet the strict definition of the FAA and provide a list of members to the Sponsor with an update every six consecutive calendar months. The Flying Clubs shall provide an emergency contact person and phone number. In no event shall Flying Club aircraft be used to perform commercial aeronautical services.





## Stigler Regional Airport

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2. The Flying Club shall furnish the Sponsor with the make, model and tail number of the aircraft being used in the club.
3. Adequate and appropriate insurance types and amounts as required for this activity. Insurance minimums shown in Appendix A.

### Applications and Qualifications

Demonstration of intent to conduct a Commercial Aeronautical Activity at the Airport shall be by application to the Sponsor. The written application shall contain at minimum:

1. The proposed nature of the business. A business plan may be used to express the proposed nature of the business.
2. The signatures and legal names of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
3. The name, telephone number and address of the primary contact person.
4. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The prospective Operator will execute such forms, releases, or discharges as may be required by those agencies.
5. Proof (copy or insurance company letter of intent) of liability coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance.
6. The estimated number of persons to be employed including names and qualifications of management or supervisory personnel and whether they are to be full or part time employees.
7. A summary of the prospective Operator's financial resources that will be utilized to fund the development and operation of the proposed commercial operation. The Sponsor may request additional supporting financial documentation.
8. Such other information as the Sponsor may require.
9. Proposed infrastructure development plans/graphics (e.g. hangar/building layout, parking lot, etc.)



# Stigler Regional Airport

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## Action on Application

All applications will be reviewed and acted upon by the Sponsor within 90 days from the receipt. Applications may be denied for one or more of the following reasons:

1. The prospective Operator does not meet qualifications, standards and requirements established by these Minimum Standards.
2. The prospective Operator's proposed operations or construction will create a safety hazard on the Airport.
3. There is no appropriate or adequate available space or building on the Airport to accommodate the activity of the prospective Operator.
4. The prospective Operator's operation, airport development or construction does not comply with the approved Airport Layout Plan or any modifications thereof.
5. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present Operator on the Airport, such as problems in connection with aircraft traffic or service, or preventing free ingress and egress to the existing Operator's lease area, or will result in depriving an existing Operator of portions of its leased area in which it is operating.
6. The prospective Operator, or any party with interest in the prospective Operator's business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
7. The prospective Operator, or any party with interest in the prospective Operator's business, has a record of violating the Rules and Regulations of any other airport, FARs, and/or any local, state, or federal laws and regulations.
8. The prospective Operator, or any party with interest in the prospective Operator's business, has defaulted in the performance of any lease or other agreement with the Sponsor or any lease or other agreement at any other airport or landlord.
9. The prospective Operator, or any party with interest in the prospective Operator's business, is not sufficiently credit worthy and responsible in the judgment of the Sponsor to provide and maintain the business to which the application relates.
10. The prospective Operator does not have the finances necessary to conduct the proposed operation for a minimum period of six months.



# Stigler Regional Airport

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11. The prospective Operator has committed any crime, or violated any federal, state, or local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the commercial operation for which it has applied to perform at the Airport.

## Through the Fence Operations

Through-the-Fence operations are prohibited at the Airport.

## Operator's Subleasing

All subleases must be approved in writing by the Sponsor prior to the sublease being executed. Said sublease shall define the type of business and service to be offered by the sub-lessee. The sub-lessee shall meet all of the Minimum Standards established by the Sponsor for the categories of services to be furnished by the sub-lessee. The Minimum Standards may be met in combination between Operator and sub lessee. The sublease agreement shall specifically define those services to be provided by Operator to the sub-lessee that shall be used to meet the Minimum Standards. The operator may not sublease any facility for a higher rate than what they are currently paying.

## Assignment and Assumption Lease

All assignment and assumption agreements for taking over an existing lease agreement must be approved in writing by the Sponsor prior to the assignment and assumption being executed. Said assignment and assumption agreement shall define the type of business and service to be offered by the new Operator taking over the rights and obligations under the existing lease agreement. The new Operator taking over the lease, shall meet all of the Minimum Standards established by the Sponsor for the categories of services they will be providing. The new Operator will be required to file an application to conduct a commercial aeronautical activity at the Airport with the Sponsor as described on Page 16 of these Minimum Standards for the Sponsor's review and consideration before the Sponsor will approve the assignment and assumption agreement.

## Environmental

Operator must comply with all federal, state and local environmental requirements as they exist and may be amended from time-to time.



# Stigler Regional Airport – Minimum Standards

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## Appendix A

### Minimum Insurance Policy Limits

Each commercial operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business being conducted. The limits specified are minimums only.

#### FBO Insurance

Commercial general aviation liability policy with coverages for premises, operations and product liability	\$1,000,000.00 CSL
Products/Completed Operations	\$1,000,000.00 CSL
Hangar Keepers Liability*	\$500,000.00 CSL
Personal injury	\$1,000,000.00 CSL

#### Airframe, Power Plant, Avionics, Instrument, Accessory or Propeller Repair

Commercial general aviation liability policy with coverages for premises, operations and product liability	\$1,000,000.00 CSL
Products/Completed Operations	\$1,000,000.00 CSL
Hangar Keepers Liability*	\$500,000.00 CSL

#### Air Taxi and Charter

Commercial general aviation liability policy with coverages for premises, operations and product liability	\$1,000,000.00 CSL
Aircraft liability with coverage for bodily injury and property damage including passengers	\$1,000,000.00 CSL

#### Aircraft Rental and Flight Training

Commercial general aviation liability policy with coverages for premises, operations and product liability	\$1,000,000.00 CSL
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## Stigler Regional Airport – Minimum Standards

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Aircraft liability with coverage for bodily injury and property damage including passengers	\$1,000,000.00 CSL
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Student and renters liability	\$500,000.00 CSL
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### Flying Club

Commercial general aviation liability policy with coverages for premises, operations and product liability	\$1,000,000.00 CSL
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### Specialized Commercial Flying Services

Commercial general aviation liability policy with coverages for premises, operations and product liability	\$1,000,000.00 CSL
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Aircraft Liability – If aircraft used in operation	\$1,000,000.00 CSL
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### Automobile Liability Coverage

General Liability Policy	\$1,000,000.00 CSL
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Any Operator using service vehicles on airport premises in support of its operation shall maintain the following additional coverage: Motor Vehicle Liability	\$1,000,000.00 CSL
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\* Hangar Keepers: If the estimated value of the most valuable aircraft held in the hangar is in excess of this limit the amount shall be increased to that average.

All insurance shall be in a form from an insurance company with an AM Best's financial rating of a minimum A-. All policies, except workers compensation policies, shall name the City of Stigler, members, employees as additional insured and the operator shall furnish Certificates of Insurance to the City. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation, or material change of any policy limits and conditions.



## **Stigler Regional Airport**



## **Appendix B – Rules and Regulations**





# Stigler Regional Airport – Rules & Regulations

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## Introduction

The City of Stigler (City) has established certain Rules and Regulations for the Stigler Regional Airport (Airport) in Stigler, Oklahoma for all users of the airport.

The following sections set forth the Rules and Regulations for all persons engaged in any activity at or on the airport property. These rules and regulations are not all inclusive and any persons involved in any business located on the airport are subject to the Airport Minimum Standards and any and all applicable Federal, State and local laws, codes and any other regulatory measures. It is the intent of the rules and regulations to address certain activities conducted on airport.

These rules and regulations apply to all users of the airport. Compliance of these rules and regulations is a condition of any written agreement between the City and the person/business engaged at the airport. These rules and regulations may be supplemented and amended by the City as needed.

These rules and regulations for the Stigler Regional Airport located in Stigler, Oklahoma and hereby approved and adopted by the City of Stigler, dated \_\_\_\_\_.

## Purpose

The purpose of these airport rules and regulations in tandem with the minimum standards is to assist the management of the airport in the operation of the airfield in a fair and efficient manner. The rules and regulations will aid the management in the following areas:

- establish safety guidelines
- establish the airport as a reasonable, well managed environment to conduct business
- establish standards for all users of the airport
- establish a facility that is open to the public that enforces fair, equal and not unjustly discriminatory rules and regulations for the safe and efficient operation of the airport

## General Rules of Activity and Conduct

**Advertisements or Solicitations:** Advertisements, circulars that are either printed or written or signs of any type shall not be displayed or posted without the approval of the City. The City reserves the right not to allow unwarranted solicitation on airport property.

**Animal Control:** Animals are permitted on the airport provided they are restrained by a leash device or confined in an approved transport device allowing the animal to be under full control of the owner. Service animals are permitted. Livestock are not permitted on the airport unless prior written approval from City has been obtained.



# Stigler Regional Airport – Rules & Regulations

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**Disorderly Conduct:** No disorderly, indecent, obscene or nuisance acts or activities may be committed on the airport. If committed, these acts will be punished to the full extent of the law.

**Gambling:** No gambling device may be operated on the airport. No acts of gambling shall take place on airport property.

**Intoxication:** Tenants and/or visitors under the influence of alcohol or drugs shall not operate any aircraft or motor vehicle of any kind of the airport.

**Sanitation:** All tenants shall keep their leasehold clean and orderly. No trash is to be left outside, unless in a specified trash receptacle. Electronics, batteries, tires, Freon, fuel, oil, and other hazardous liquids or materials must be properly disposed of and shall not be disposed of in normal trash containers. Fire sensitive trash shall be removed as not to become a fire hazard. Construction debris shall be removed by contractors as work is completed on projects. No dumping is permitted on airport property.

**Liability:** The airport owner does not assume responsibility or liability for loss, injury, or damage to persons or property on the airport or using airport facilities, including but not limited to fire, vandalism, wind, flood, earthquake, or collision damage, nor does it assume any liability by reason of injury to person or property while using the facilities of same.

**Damage to Property:** Damage to any airport surface, facility, or equipment should be immediately reported to the City of Stigler.

**Drones and Remote Controlled (RC) Aircraft:** The use of drones or remote controlled aircraft are prohibited at the Airport.

**No Smoking:** Smoking is prohibited inside the perimeter fence of the airport including inside all buildings, hangars, or other enclosures.

**Non-Aeronautical Use of Airport Facilities:** The non-aeronautical use of Airport facilities is prohibited except where allowed by FAA policies.

## Aircraft Operations

Rules and regulations for aircraft operations pertain to airside area of the airport and are regulated by the City.

**Closing of the Airport:** Authorized City personnel or a representative designated by the City, are the only persons authorized to close the airport to aircraft operations. Closure for emergencies can be conducted without prior notice to tenants. Closure for maintenance for construction of the airfield will be coordinated in a timely manner with airport tenants and users.



# Stigler Regional Airport – Rules & Regulations

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**NOTAMS:** Notices to Airman (NOTAM) that effect the operation of the airport will be provided to the FAA via authorized City personnel or via a representative the City designates. It is the responsibility of the pilot to check NOTAMS prior to flight.

**Restrictive Operations:** The City has the authority to restrict or suspend any aircraft operation on the airport when such action is deemed necessary in the interest of safety or to avoid risk of personal injury or property damage. In addition, the City may tow or otherwise direct the relocation of aircraft parked or stored in an unauthorized manner.

**Damaged Aircraft:** Damaged aircraft that are not actively being repaired 30 days following an incident shall not remain on the ramp without prior written approval of the City. A fee may be assessed with the approval.

**Disabled Aircraft:** Disabled aircraft on runways and/or taxiways should be moved as soon as possible. If the aircraft owner is unable to accomplish this in a timely manner, as solely determined by the City of Stigler, the City reserves the right to remove the aircraft and charge all removal expenses to the aircraft owner. The City will not be responsible for any damaged caused to the aircraft as a result of the removal process. The aircraft owner shall have full responsibility to repair any damage caused to the airport property as a result of the disabled aircraft

**Engine Run-up:** Engine run-up for testing and maintenance shall be conducted in a specified area not to endanger other airport users. The operator shall attempts to direct prop wash or jet blast in a direction away from people and improvements. No aircraft is allowed to operate an engine inside of a hangar.

**Aircraft Operators:** A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an engine is running.

**Aircraft Taxing:** Aircraft taxi speed shall not exceed 20 miles per hour on aprons and taxiways.

## Motor Vehicle Operation

**Licensure:** All motor vehicles that operate on airport property must be licensed and registered. In addition the motor vehicle must be covered by an insurance policy.

**Runway/Taxiway:** Only City personnel or individual's granted permission by the City are authorized to operate a vehicle on the airport's runway and taxiway system. If such nature arises that someone needs access to the airfield they must have authorization from the City, carry a two way VHF aircraft radio and stay with the vehicle at all times. The vehicle should never be parked on an active runway or taxiway.



# Stigler Regional Airport – Rules & Regulations

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**Loading/Unloading:** Vehicles may enter onto the ramp on order to load/unload items from a car to an aircraft. The driver of the vehicle shall remain clear of aircraft at all times and yield to any moving aircraft. The vehicle should be removed from the apron as soon as loaded or unloaded.

**Speed Limits:** Automobiles that are allowed to operate on the airside of the airport will operate the vehicle in a safe manner under full control and not exceeding 15 MPH. Pedestrians and aircraft have the right-of-way on airport property.

**Parking and Storage:** Automobiles may be parked in designated parking only. In the case of a tenant wanting to leave their vehicle in a hangar while the aircraft is in use, the vehicle shall be located fully inside of the hangar. During time of transition, vehicles shall not impede others from accessing their hangars or disrupt the flow of aircraft traffic.

**Abandoned/Damaged Vehicles:** Vehicles shall not be stored on airport property that are broken down, damaged or abandoned. This includes trailers, boats, RV's and other non-aviation equipment. Any such item left for more than thirty (30) days will be towed at the owner's expense.

**Insurance:** Vehicles operated on the airfield, outside of the owner's established leasehold, will be required to hold general liability coverage in the amount specified in Appendix A of the Stigler Regional Airport Minimum Standards.

**Glider Towing on Runways:** Vehicles may not be utilized to tow gliders on or off of a runway unless approved by the City of Stigler.

## Security

All tenants and visitors on airport property shall abide by all current local, state and federal laws.

**Access:** Access to airside operations shall be limited to the airport owner and owners, representatives, airport tenants, pilots and passengers accessing aircraft. The main access to airside operations will be through the terminal area and change as the airport develops.

**Security Gates:** Airport personal and tenants who access the airfield through a security gate shall ensure that the gate is closed and secured behind them to ensure additional non-authorized people have access to the airfield.



# Stigler Regional Airport – Rules & Regulations

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**Watchful Eye:** The airport owners encourage airport tenants and personnel to keep a watchful eye on the airport. You are encouraged to report anything that appears out of the usual to the Stigler Police Department at 918-967-3377.

**Visitors:** Guests of tenants to the airside of the airport must be escorted and in sight at all times. Children are not allowed on aircraft ramps without adult supervision.

## Fueling

**Personnel:** The fueling of aircraft shall be complete by qualified airport staff or by pilots in command of aircraft. Self-fueling operations are available to pilots 24 hours a day, seven days a week.

**Fuel Spill:** Fuel spills shall be contained and reported to the City. A fuel spill kit shall be located adjacent to the fuel pumps in case of a spill and shall be used in accordance to the directions on the kit.

### Fueling Requirements:

- Aircraft engines shall be off during fueling unless approved by the City. In instances where this operation is approved, the City may, at their discretion, establish policies and procedures to ensure the refueling operation is completed in a safe manner. In certain instances, if it is an approved operation to fuel an aircraft while the auxiliary power unit is operational (APU) this will be approved.
- Fueling/defueling of aircraft inside of a hangar is prohibited.
- Aircraft shall be bonded and or grounded to each other to cancel the electrical sparking potential prior to fuel flow.
- Aircraft shall be empty of people during fueling operations, except in the case of larger aircraft where normal operating procedures allow occupancy of personnel during fueling.
- Fueling/defueling operations shall not take place during lightning events.
- Pilots and staff shall familiarize themselves with the location of the fuel shutoff button and the locations of fire extinguishers.

## Aircraft Storage

**Aircraft Security:** Tenants are responsible for the security of their aircraft.

**Tie Downs:** Aircraft stored in tie down areas will be assigned a tie down space. This space will be available to the aircraft until the lease is up and the spot vacated. If necessary, a tie down waiting list will be kept and the vacancy filled.



# Stigler Regional Airport – Rules & Regulations

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## Aircraft Accidents/Incidents

If someone witnesses an accident involving aircraft notify emergency services by dialing 911 and then inform the airport owner or owner's representative.

- Accidents involving bodily injury will be under the control of the responding agency.
- The NTSB and FAA shall be notified as soon as practicable of the accident.
- Security gates shall be opened as soon as possible as not to restrict the flow of emergency service vehicles.
- If the accident occurs on the active runway the runway shall be promptly shut down by issuing a NOTAM.
- Aircraft shall not be moved until released from the scene by the controlling agency.
- Incidents shall be reported in writing to the airport owner or owner's representative within 24 hours of the occurrence.
- The aircraft owner is responsible for the repair of damage caused to the airport and its structures.
- The City has the right to move a disabled aircraft that has been released from the airport.





## **Stigler Regional Airport**



## **Appendix C – Building/Development Standards**



# Stigler Regional Airport

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## Building Development Standards

### Introduction

The City of Stigler in an attempt to uniformly grow the facilities at Stigler Regional Airport has set forth guidelines for development of private facilities on the field. These guidelines will help ensure that on airport development is consistent and in the best interest of the airport. The City of Stigler has the right to review or appoint a committee to review applications, plans and drawings for development before construction approval is granted. Proposed development will need to be consistent with the Airport Master Plan and Airport Layout Plan.

### Applications

In order for a proposed commercial development to take place, the proposer shall follow the required process spelled out in the Minimum Standards documents.

If the development of the facility is for facility owner's private interest (no commercial operations will be conducted utilizing the facility), a letter of interest in developing the facility must be provided to the City of Stigler for review.

The entity requesting to develop the proposed facility must enter into a land lease with the City of Stigler and must obtain all State, Federal and local permits before construction of the proposed development may commence.

### Site Work and Demolition

1. All utilities shall be located before any work takes place.
2. Lessee is responsible for any damage to existing utilities.
3. Lessee is responsible for maintaining a clean worksite. Debris shall not be allowed to leave the site. Lessee shall be responsible for any damage that is a result of lose debris the leaves the site.
4. Upon completion of construction all disturbed areas shall be dressed and reseeded.



# Stigler Regional Airport

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## Earthwork and Drainage

1. Site Clearing: If trees and brush are encountered on a site and removal is required, the materials should be removed from the airport property at the Lessee's expense.
2. Topsoil: Topsoil is to be stripped and stored in a location approved by the City for reuse when construction is completed. All areas that are cleared and stripped are to be reseeded and maintained until growth is established.
3. Drainage:
  - i. A drainage plan should be developed as part of the construction plans. This plan shall be submitted to the City for review and approval before any construction begins. If necessary, the owner has the right to seek review of the owner's engineer of record.
  - ii. Positive drainage of newly constructed buildings and pavements shall be maintained during and post construction and shall be the responsibility of the lessee.
  - iii. Drainage patterns of adjacent developed and undeveloped areas shall be taken into consideration when developing the drainage plan. Water shall not be allowed to drain toward buildings.
  - iv. If adequate surface patterns are not achievable, subsurface drainage may be required.
  - v. Grades on aprons shall meet the guidelines set forth in the FAA design criteria.
  - vi. The grading plan shall be subject to the City's approval.

## Paving

Asphalt and or concrete paving on airside pavements shall be in compliance with FAA Advisory Circular 150/5320 6E, *Airport Pavement Design and Evaluation*, or latest edition.

1. The pavement shall be designed to withstand the weight of the largest aircraft that could be stored in the hangar. This will ensure that the pavement will withstand any possible changes in use of the hangar. The pavement design shall be submitted to the owner for review before construction.



## Stigler Regional Airport

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2. Paved automobile access and parking areas shall be constructed by standard roadway and parking area methods. The pavement design for these areas shall be submitted to the owner for review prior to construction.

### Utilities

Utility connections shall be the responsibility of the lessee. Connections to existing utilities on the airfield shall be coordinated with the owner of the utility being sought.

1. The utilities are but not limited to water, sewage, light, power, telephone, etc. The facility shall have adequate service provided at the lessee's expense.
2. The facility shall have metering devices for its sole purpose.
3. Sewage Systems: An aerobic sewer system is required. The lessee shall be responsible for all applicable permits and fees. The plans shall be provided to the City prior to construction for review.

### Access/Fencing

The lessee will be constructing a structure within the boundary of the Stigler Regional Airport. If construction is located near any property boundary or airport security fence, special attention will need to be taken. If a structure will be constructed in such a manner that any portion of the security fence is compromised, the fence will need to be incorporated into the design of the building.

Access to the structure from a common access point will be the responsibility of the lessee from the closest point between the two. The access road location shall be coordinated with the City to ensure it is in compliance with the airport layout plan and will not interfere with current operations or future developments on the airfield.

### Improvements

Improvements to be constructed shall be submitted to the City for review and approval. The City will allow different types of improvements of the airport, but some may be limited to certain areas. All new buildings established at the airport must be engineered metal buildings. Structures shall meet all applicable International Building Code (IBC) for engineered metal buildings for the geographic area, National Fire Protection Association, FAA, Federal, State, and local requirements. A complete set of design plans shall be submitted to the City for review and approval.

#### Storage Hangars Improvements:

1. Hangars will be 40 ft. to 60 ft. deep depending area where the facility is developed. The width for each hangar will vary based on the number of pad sites leased.



# Stigler Regional Airport

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Structures falling outside of these parameters will be reviewed on a case by case basis.

2. A minimum apron/ramp will be the equivalent size of the structure.
3. A lead in taxiway/taxilane to access the established taxiway systems will be required.
4. An auto parking lot shall be constructed with the equivalent number of parking spaces to the number of seats on the largest aircraft stored in the hangar.
5. Pavements shall be marked to FAA specifications.
6. Lessee shall not display, install, inscribe, paint, or affix any sign, pictures, advertisements or notices upon the structure except when approved by the airport owner. At the expiration of the lease, the lessee will remove the sign at their expense and repair and damage to the area if need be.
7. The color and trim of the structure shall be of like color to other structures located on the airport. The lessee shall present the color pallet and selection to the City for approval before construction is started.
8. Storage of items such as automobiles, boats, trailers and materials outside of the structure is prohibited. If the situation arises that items need to be stored for a short term period these instances shall be reviewed with the City and approved on a case by case basis.

## Repair and Maintenance:

1. The lessee shall be responsible for all maintenance of the facility to ensure it remains in good, clean, and slightly condition at all times.
2. The lessee shall be responsible for the maintenance of the grounds included in the lease including but not limited to grass cutting, sweeping of the apron and parking lot etc.
3. If the lessee at any time fails to keep the lease in good repair, then the owner after giving the lessee thirty (30) days written notice of such failure to comply, may do all things necessary to bring the lease back into compliance, all monies expended by the owner for this purpose shall be repayable by the lessee as additional rental in the timeframe the work is performed.

## Inspection:

1. The City shall have the right at all reasonable time to enter the private facility for the purpose of inspecting the condition of the facility for compliance with this section.

## **Indemnification**

The lessee shall protect, defend, indemnify and hold harmless the airport owner and its Airport Board, officers and staff completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof, but not limited to, attorneys fees, court costs, and expert fees of any nature.



# Stigler Regional Airport

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## Insurance

The lessee shall, at its own expense, purchase, maintain and keep in force at all times during the term of the lease insurance as stated in Appendix A of the Minimum Standards for Stigler Regional Airport. In addition to these requirements the lessee shall agree to the following:

1. Insurance to cover the structure constructed on the leased parcel.
2. The City shall have the right to modify the insurance coverage limits without any adjustment of rental fees, if such changes are recommended or imposed by the owners insurance.
3. Insurance shall be acquired from an insurance company or companies licensed to conduct business in the State of Oklahoma
4. Lessee shall provide copies of insurance policies to the City. At a minimum the lessee shall provide a certificate of insurance. The insurance must be acceptable to the City.
5. If the lessee or its insurance company fails to comply with the City's request for adequate evidence of compliance with the insurance provisions, the City may in addition to all its other remedies, and its sole option, charge the lessee an additional 10% of the monthly fee required until such evidence is provided.
6. If the lessee shall at any time fail to insure the leasehold, the City, in addition to all other remedies and at its sole option, may do all things necessary to effect or maintain such insurance and all monies expended by it for that purpose shall be repayable by the lessee as additional rental in the month or months the premium is paid by the City.
7. In the event insurance cannot be obtained by the lessee, the City may require the lessee to cease any and all operations until insurance can be obtained.
8. Fire and extended insurance coverage on all buildings and permanent improvements on the leased premises in an amount not less than ninety percent (90%) of the full insurable value shall be obtained. In the instance of damage by fire, the City has the option to reduce the rent on the unusable space until repair or reconstruction is complete. If the lessee decides not to rebuild or restore the property, the lessee shall demolish the unusable structure to a point that the land is marketable for redevelopment. The City shall have the right to establish at their discretion the condition that the leasehold must be returned to vacate the lease.

## Appraisal

The lessee shall have all improvements appraised upon completion of construction in order to establish the amount of insurance required.



# Stigler Regional Airport

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## **Taxes**

The lessee shall be responsible for any and all taxes or assessments which may be lawfully levied against the lessee's equipment, operation or leasehold.

## **As-built Drawings**

Upon completion of the development, the lessee at its expense shall provide the City a copy of all as-built drawings to be included in the City's master files. Included shall be a final set of specifications. In addition, an electronic copy of these files shall be submitted in a format specified by the City.





## **Stigler Regional Airport**



## **Appendix D – Draft Land Lease**



# Stigler Regional Airport

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## Land Lease

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stigler, (LESSOR) and \_\_\_\_\_, (LESSEE).

Whereas, the LESSOR does intend to lease certain real property consisting of approximately \_\_\_\_\_ square feet marked and identified as Building \_\_\_\_\_ and being described and shown in Exhibit A.

Now, therefore, the parties hereto agree as follows:

**Leasehold:** The LESSOR does hereby grant, demise and lease unto the LESSEE certain premises situated in Stigler, Oklahoma, within the boundaries of the Stigler Municipal Airport, said property being described more particularly as the “footprint” under the building set out in the attached Exhibit A. A “footprint” is defined as the real property located underneath the building which the LESSEE proposed to erect.

**Terms and Conditions:** LESSEE agrees to comply with and abide by all terms and conditions set forth in this original Agreement of lease.

**Term:** This lease’s term is for twenty (20) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending at midnight, \_\_\_\_\_, unless sooner terminated as herein provided. At the end of the initial twenty (20) year term, this lease may be extended for an additional twenty (20) years by the mutual agreement of both parties.

**Lease Payment:** LESSEE shall pay to the City of Stigler a single lease payment that is due upon execution of this lease. This payment will cover the ground rent for the entire initial twenty (20) year term of this lease. The lease payment will be \$\_\_\_\_\_. If this lease is extended after the initial 20 year term has expired, the rate for the renewal term may be adjusted by the City of Stigler.

**Taxes:** LESSEE shall pay all ad valorem taxes and assessments upon the leased Premises and upon all personal property located upon the leased Premises which are assessed during the lease term.

**Assignments and Sub-leases:** This Agreement, in whole or any part thereof may not be assigned or transferred by LESSEE, such action must receive prior approval by the City of Stigler, and such approval cannot be unreasonably withheld. Such assignment releases the original LESSEE of its obligations and the new LESSEE assumes all obligations of this original Agreement in full.



## Stigler Regional Airport

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**Insurance:** LESSEE shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements. The City of Stigler will be listed as additional insured on the policy. The LESSEE will provide proof of this insurance upon request and keep this policy in affect during the terms of the lease. The LESSEE acknowledges that it is the LESSEE's sole responsibility to maintain insurance on any personal property if desired.

**Use of the Premises:** The development and/or use of any Premises located within the current or future boundaries of the Stigler Municipal Airport shall be consistent with the most recent Airport Layout Plan, Minimum Standards, and Rules and Regulations. LESSEE agrees that all uses of the Premises must be approved by the City of Stigler and shall be predominately for aviation use or in support of an aeronautical activity. All future structures and additions to structures shall be subject to prior approval by the LESSOR. The structure constructed by the LESSEE under this Agreement shall be the property of the LESSEE until the termination of the lease, at which time it converts to the City of Stigler. In the event that the LESSEE uses the property for purposes other than the purposes stated above, this lease shall terminate and the LESSEE shall return the Premises to the LESSOR.

**Signage and Advertising:** LESSEE is not authorized to install or operate any signage outside of enclosed structures on the leasehold, or at the Airport, except with the prior written approval of LESSOR (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at LESSEE's expense and shall comply with all applicable laws, regulations, and standards.

**Right of First Refusal:** LESSOR has the right of first refusal on the disposal of structures developed within the LESSEE's leasehold if the LESSEE decides to terminate their lease with the LESSOR.

**Utilities:** LESSEE shall be responsible for utilities to the leasehold. Initially utility service to the leased property will be the responsibility of the LESSEE and negotiations for terms of utility provisions are a matter between the LESSEE and each individual service provider. In no case will city/county utilities be denied to an approved installation. LESSEE shall pay all initial tie in costs and all monthly ongoing fees for such utilities. Utilities required by the LESSEE that are not owned/managed by the city/county must be coordinated by the LESSEE and the utility supplier directly.



# Stigler Regional Airport

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## **Maintenance and Repairs:**

1. The LESSEE shall at all times during the term of this lease Agreement, at LESSEE'S expense, keep and maintain in good repair and safe condition the leased Premises and it's equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterment's. LESSEE will at all times keep the leasehold free and clean off all trash, refuse and any unsightly conditions or fire hazards.

2. The necessity for and adequacy of repairs to the leased Premises, pursuant to the paragraph 1 above hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Stigler or other governmental agency or entity pursuant to the primary lease to above.

3. The LESSEE agrees to reimburse LESSOR for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the standard of the governing authority mentioned in the above paragraph 2 as a result of failure by the LESSEE to maintain or repair the demised Premises as required.

**Alterations and Improvements:** LESSEE shall be entitled to make alteration, additions and improvements to the property necessary and desirable for the operation of the Premises. LESSEE shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the leased Premises without the LESSOR's prior written consent. LESSEE acknowledges and agrees that all such alteration, additions, and improvements shall become the property of the City of Stigler upon termination of the lease Agreement.

**Waiver:** The waving of any one or more breaches of the terms or provisions contained in herein by the LESSOR shall not be deemed a waiver if any other breaches of the terms of provisions.

**Time of the Essence:** It is understood that time is of the essence of this lease Agreement. Accordingly, LESSES agrees that the construction of Building\_\_\_\_\_, as depicted in Exhibit A shall be completed within one year of the execution of this agreement, unless an extension is approved by the LESSOR in writing. In the event construction of this building is not complete in one year period and no extension is granted as set forth herein, then the LESSEE shall be in default of the Agreement.

**Default:** In the event the LESSEE defaults under the terms of the agreement, this lease may be terminated by the City of Stigler at a regularly scheduled meeting. The City of Stigler must give written notice by certified mail, return receipt requested. Upon such notice, LESSEE



## Stigler Regional Airport

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agrees to vacate the Premises immediately and to forfeit any and all claims, rights and property interest in this lease Agreement or the improvements mentioned herein. Should it become necessary for the LESSOR to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the Premises, the LESSEE agrees to pay a reasonable attorney's fee.

**Governmental Requirements:** The LESSEE shall comply with all federal, state and local governmental requirements applicable to LESSEE's development, use, and operation of the leased Premises.

**LESSOR Entry:** LESSOR may enter in and upon leasehold from time to time to inspect same, provided that such entry (except in the case of emergency) shall be made only during reasonable business hours and in a manner so as not to unreasonably interfere with LESSEE's use of the leasehold.

**Indemnity:** The LESSOR shall not be liable for any personal injury to the LESSEE or its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased Premises, or for any damage to any property of LESSEE or of any other occupant of any part of the leased Premises, irrespective of how much such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim, or suit is commenced against the LESSOR as a result of any such personal injury or damage occurring on the leased Premises, the LESSEE agrees to hold LESSOR harmless from any liability or responsibility therefore, including attorney's fees or cost of the action.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written at the Stigler Municipal Airport in Stigler, Oklahoma.

City of Stigler

LESSEE

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_



# Stigler Regional Airport

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## Exhibit A



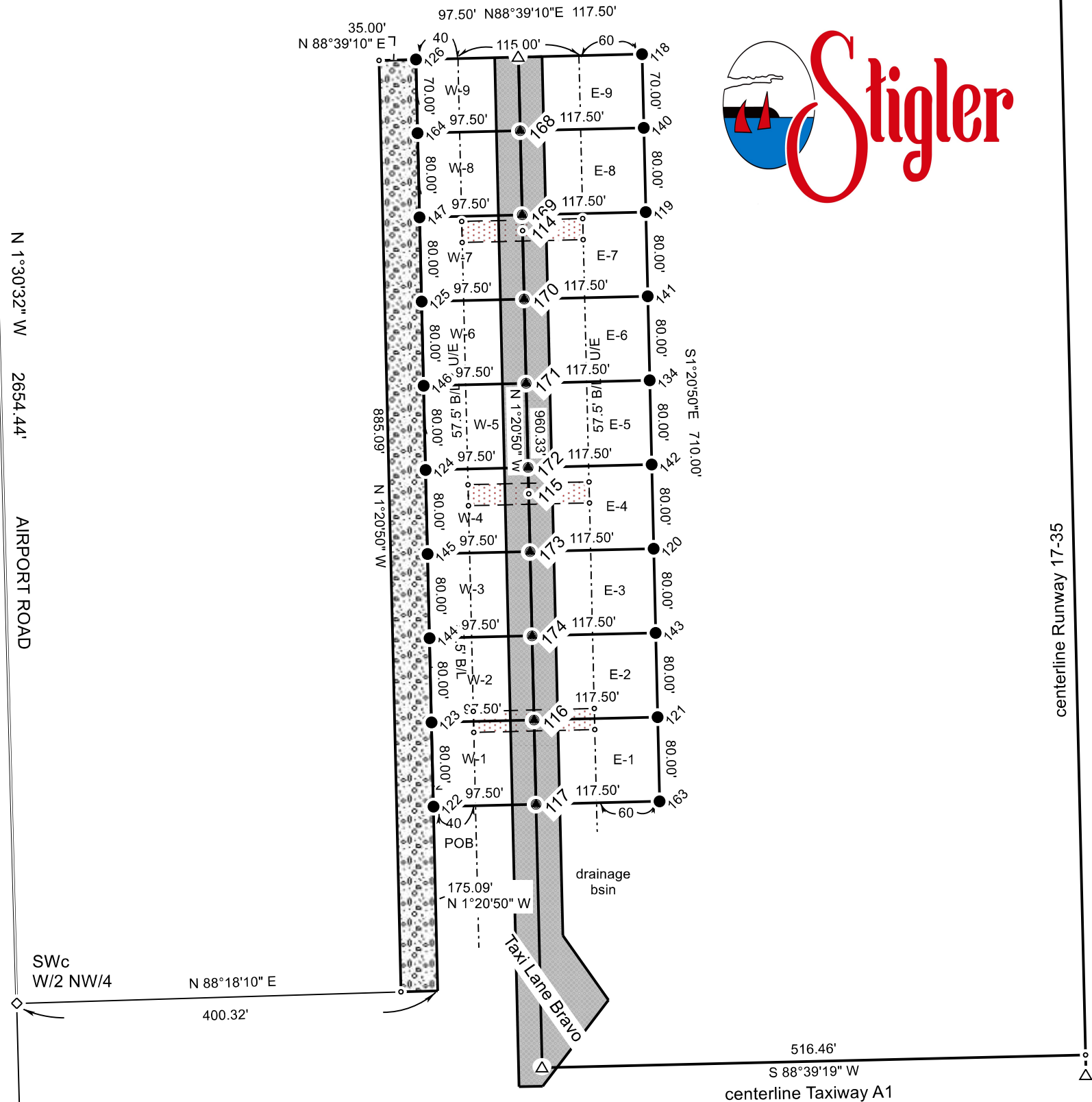
## **Stigler Regional Airport**



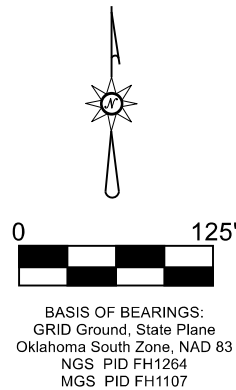
## **Appendix E – Hangar Site Layout**



STIGLER OKLAHOMA AIRPORT  
TAXI LANE BRAVO HANGAR SITES  
Section 4 T9N R21E, IM, Haskell County, State of Oklahoma



POINT	LATITUDE	LONGITUDE
118	35°14'59.271"N	95°06'54.763"E
119	35°14'59.271"N	95°06'54.763"E
120	35°14'59.271"N	95°06'54.763"E
121	35°14'59.271"N	95°06'54.763"E
122	35°14'59.271"N	95°06'54.763"E
123	35°14'59.271"N	95°06'54.763"E
124	35°14'59.271"N	95°06'54.763"E
125	35°14'59.271"N	95°06'54.763"E
126	35°14'59.271"N	95°06'54.763"E
134	35°14'59.271"N	95°06'54.763"E
140	35°14'59.271"N	95°06'54.763"E
141	35°14'59.271"N	95°06'54.763"E
142	35°14'59.271"N	95°06'54.763"E
143	35°14'59.271"N	95°06'54.763"E
144	35°14'59.271"N	95°06'54.763"E
145	35°14'59.271"N	95°06'54.763"E
146	35°14'59.271"N	95°06'54.763"E
147	35°14'59.271"N	95°06'54.763"E
163	35°14'59.271"N	95°06'54.763"E
164	35°14'59.271"N	95°06'54.763"E



LEGAL DESCRIPTION

A parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 4, Township 9 North, Range 21 East, IM, Haskell County, State of Oklahoma, more particularly described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence N88°18'10"E, along the South boundary line thereof, a distance of 400.32 feet; thence N1°20'50"W a distance of 175.09 feet, to the point of beginning; thence continuing N1°20'50"W a distance of 710.00 feet; thence N88°39'10"E a distance of 215.00 feet; thence S1°20'50"E a distance of 710.00 feet; thence S88°39'10"W a distance of 215.00 feet, to the point of beginning.

SURVEYORS CERTIFICATION;

This is to certify that this Plat of TAXI LANE BRAVO HANGAR SITES represents a careful survey, made by the undersigned, of the property described herein. That this survey was made in compliance with Minimum Standards for Land Surveying in the State of Oklahoma.

*Billy Ray Wilson*  
Billy Ray Wilson PLS 1003

LEGEND	
	60d nail
	Point not set
	Rebar
	Set Rebar
	MAGNETIC NAIL SET
	Road Paved
	Original Corner Previously Remonumented
	Utility Easement

BILLY R WILSON PLS  
P O Box 208  
Kinta, OK 74552  
1-918-768-3542

FILE NAME		
4-9N21E-Stigler Airport.trv		
SCALE	DATE	DRAWN BY
125 Ft/In	11-19-2018	Bill Wilson
JOB	REVISION	SHEET
18086A	1/1	1/1

This map drawn with TRAVERSE PC, Software