

**SALLISAW AIRPORT ADVISORY BOARD
REGULAR MEETING**

April 26, 2021

6:00 P.M.

**Wheeler Event Center
103 N. Wheeler**

A G E N D A

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Consider Approval of Minutes of Regular Meeting of March 22, 2021**
- 4. Review, Discussion and Possible Recommendation Concerning Engineer Drawings for Kane Whitt for Construction of Airport Hangar**
- 5. Review, Discuss and Possible Recommendation Concerning a Proposed Airport Land Lease with Kane Whitt**
- 6. Review and Discussions on General Airport Operations**
- 7. Recommendations Airport Advisory Board Wishes to Make**
- 8. Adjourn**

Posted: April 23, 2021

Time: 5:00 P.M.

Lisa Gabbert

AGENDA ITEM COMMENTARY

Meeting Date: April 26, 2021
Board: Sallisaw Airport Advisory Board
Subject:

ITEM TITLE: Consider Approval of Minutes of Regular Meeting of March 22, 2021

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS: 1. 3.22.21

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

SALLISAW AIRPORT ADVISORY BOARD REGULAR MEETING

**March 22, 2021
Minutes**

The Sallisaw Airport Commission met in a regular meeting on Monday, March 22, 2021 at the Wheeler Event Center. Notice of the meeting was given by e-mailing the agenda to Sequoyah County Times; by posting at city hall; and, by giving notice to the City Clerk.

Members Present:	Gary Schaefer Don Skinner Mike Meece Devin Guthrie	Chairman Vice Chairman Secretary Member
Members Absent:	Frank Sullivan	Member
Staff Present:	Keith Miller George Bormann Lisa Gabbert	Building Dev. Director Economic Dev. Director Admin. Clerk
Others present:	Tom Haning Bart Gilbreath	FBO Garver

Gary Schaefer called the meeting to order at 6:00 p.m. and declared a quorum was present.

CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 25, 2021

Don Skinner made a motion to accept the minutes as presented, seconded by Devin Guthrie.

Vote: Schaefer aye, Skinner aye, Meece aye, Guthrie aye, Sullivan absent.

Motion carried 4-0.

CONDUCT ANNUAL REVIEW AND EVALUATION OF FBO OPERATIONS, AND POSSIBLE ACTION CONCERNING RECOMMENDATION(S) TO THE AIRPORT MANAGER

FBO Haning gave the board a synopsis of what he had accomplished and brought to the airport over the last year. Bormann advised the board of the improvements he has noticed at the airport since FBO Haning has taken over with increased services and activity.

Motion was made by Don Skinner to recommend a positive evaluation to the Airport Manager for FBO Tom Haning on behalf of the Airport Advisory Board. Seconded by Devin Guthrie.

Vote: Schaefer aye, Skinner aye, Meece aye, Guthrie aye, Sullivan absent.

Motion carried 4-0

REVIEW AND DISCUSSION ON GENERAL AIRPORT OPERATIONS AND PROJECTS

Garver's Bart Gilbreath told the board they were wrapping up installation of the fuel tank in the fuel farm project, with an estimated time of a few weeks until finished and approved by OCC. Gilbreath also inspected the runway that is now back open after the drainage project and said there is some drainage run off and erosion on the sides they will have the contractor take care of, but it was a success overall.

CITY STAFF ADMINISTRATIVE REPORTS

Bormann advised the board that budget is coming up and there are some projects that could be needed such as a ground power unit (GPU). Keith Miller added that the airport terminal needs an ADA compliant bathroom and needed to be addressed. Miller told the board conduit for a light out at the fueling station was ran for future lighting in that area, and a lighting fixture would be needed.

RECOMMENDATIONS WHICH AIRPORT WISHES TO MAKE

Motion was made by Don Skinner to recommend a bathroom and surrounding area remodel for ACA compliance, and a fuel farm lighting fixture in for the airport budget. Seconded by Mike Meece.

Vote: Schaefer aye, Skinner aye, Meece aye, Guthrie aye, Sullivan absent.

Motion carried 4-0.

ADJOURN

Motion made by Don Skinner to adjourn the meeting, seconded by Devin Guthrie.

Vote: Schaefer aye, Skinner aye, Meece aye, Guthrie aye, Sullivan absent.

Motion carried 4-0.

Approved this _____ day of _____, 2021.

Chairman

Secretary

AGENDA ITEM COMMENTARY

Meeting Date: April 26, 2021
Board: Sallisaw Airport Advisory Board
Subject:

ITEM TITLE: Review, Discussion and Possible Recommendation Concerning Engineer Drawings for Kane Whitt for Construction of Airport Hangar

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

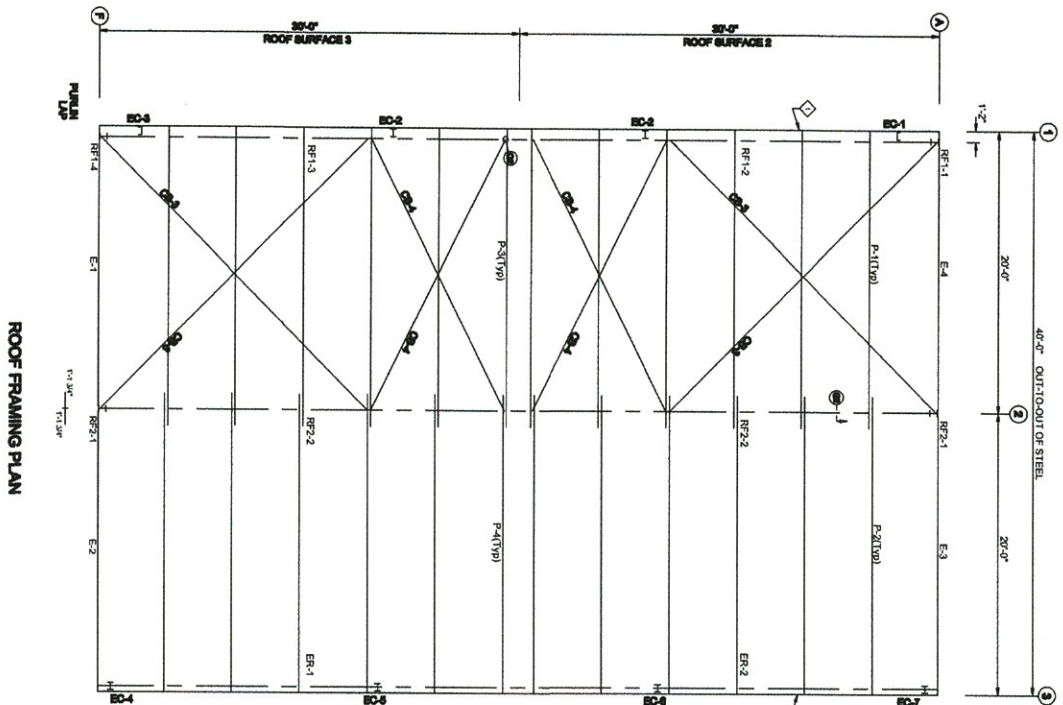
EXHIBITS: 1. Kane Whitt 42221 9-14
2. Kane Whitt 42221 1-8

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

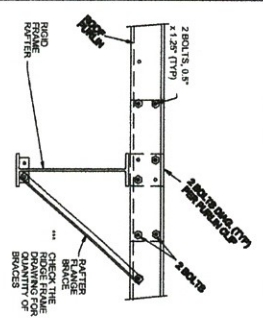
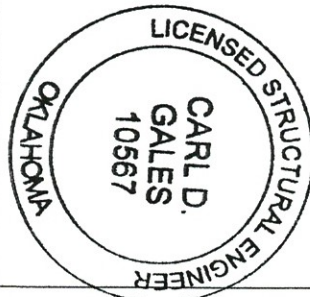
MEMBER TABLE			
MEMBER	MARK	TYPE	LENGTH
1	CH-1	0.31 CMB	26'-0"
2	CH-2	0.31 CMB	26'-0"
3	CH-3	0.31 CMB	26'-0"
4	CH-4	0.31 CMB	26'-0"
5	CH-5	0.31 CMB	26'-0"
6	CH-6	0.31 CMB	26'-0"
7	CH-7	0.31 CMB	26'-0"
8	CH-8	0.31 CMB	26'-0"
9	CH-9	0.31 CMB	26'-0"
10	CH-10	0.31 CMB	26'-0"
11	CH-11	0.31 CMB	26'-0"
12	CH-12	0.31 CMB	26'-0"
13	CH-13	0.31 CMB	26'-0"
14	CH-14	0.31 CMB	26'-0"
15	CH-15	0.31 CMB	26'-0"
16	CH-16	0.31 CMB	26'-0"
17	CH-17	0.31 CMB	26'-0"
18	CH-18	0.31 CMB	26'-0"
19	CH-19	0.31 CMB	26'-0"
20	CH-20	0.31 CMB	26'-0"
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22	CH-22	0.31 CMB	26'-0"
23	CH-23	0.31 CMB	26'-0"
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25	CH-25	0.31 CMB	26'-0"
26	CH-26	0.31 CMB	26'-0"
27	CH-27	0.31 CMB	26'-0"
28	CH-28	0.31 CMB	26'-0"
29	CH-29	0.31 CMB	26'-0"
30	CH-30	0.31 CMB	26'-0"
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96	CH-96	0.31 CMB	26'-0"
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98	CH-98	0.31 CMB	26'-0"
99	CH-99	0.31 CMB	26'-0"
100	CH-100	0.31 CMB	26'-0"



GENERAL NOTES:
ALL PURLIN CONNECTIONS ARE TWO BOLT UNLESS NOTED
SEE DETAILS FOR BOLT LOCATIONS

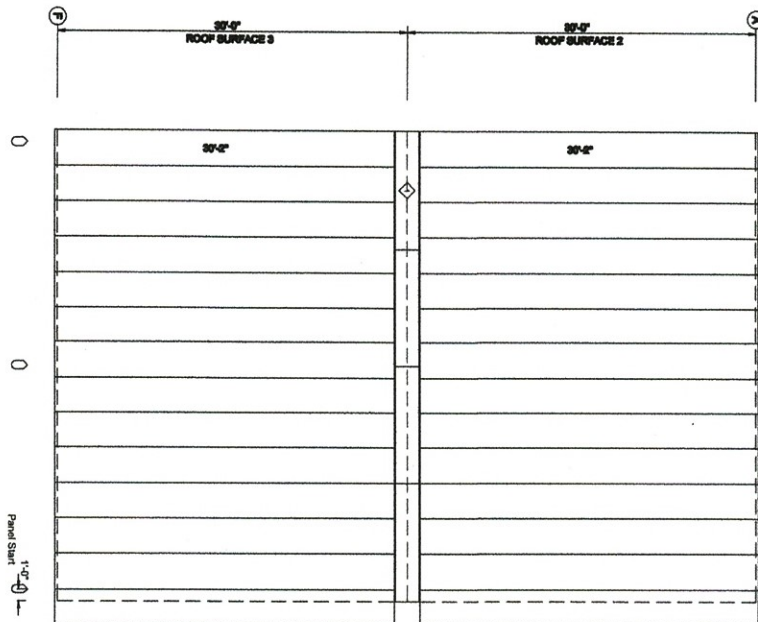
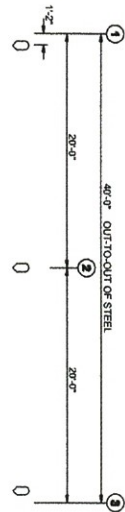
WHEELER
METALS
STEEL BUILDINGS

KANE WHITT			
PROJECT	KANE WHITT	ROOF FRAMING	
ID	21-012	DESIGN	DRAFT
PROJECT	1700 S KERR BLVD	DATE	4/21/21
ADDRESS	SALLISAW, OK 74955	SHEET	6 OF 11
		BUILDING SIZE	60'-0" x 40'-0" x 20'-0"



0 DOWNSPROUT LOCATIONS

ITEM TABLE			
ROOF PLAN	1	1500'x11	
SECTION	1	1500'x11	
RC-100	1	1500'x11	



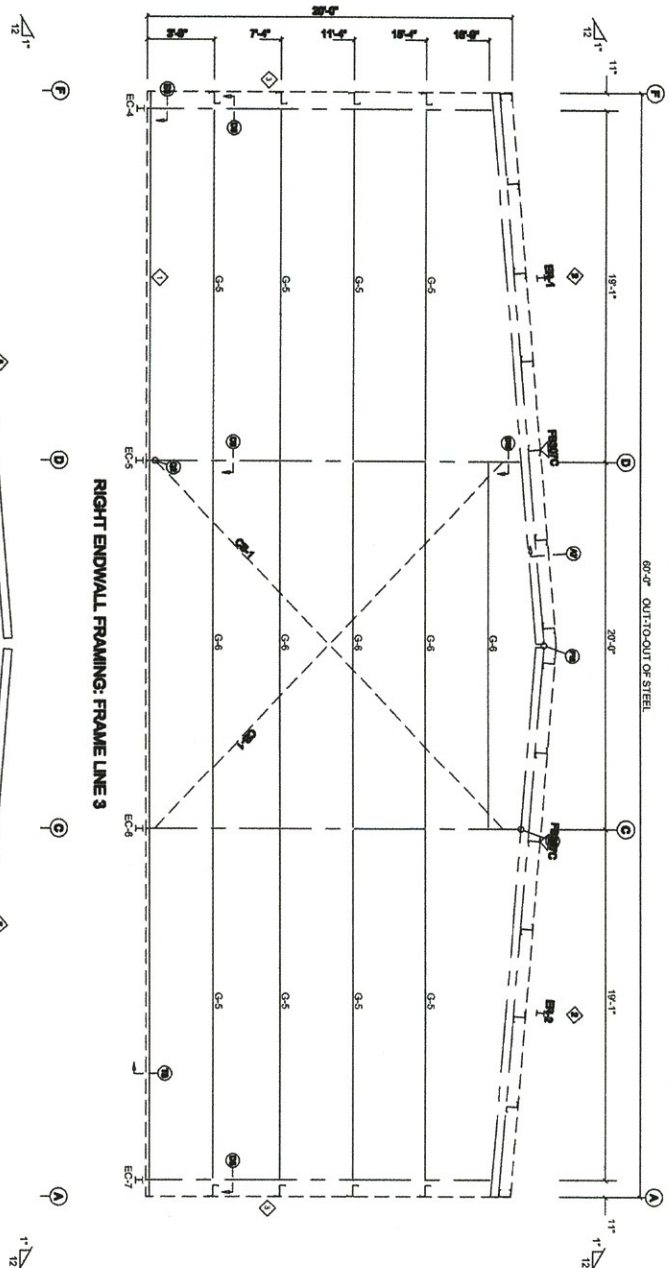
ROOF SHEETING PLAN
PANELS 26 Ga. RP - Galvalume Plus



GENERAL NOTES:
ALL PURLIN CONNECTIONS ARE TWO BOLT UNLESS NOTED
SEE DETAILS FOR BOLT LOCATIONS

WHEELER
METALS
STEEL BUILDINGS

KANE WHITT			
PROJECT	KANE WHITT	ROOF SHEETING	
ID	21-012	DESIGN	DRAFT
PROJECT	1700 S KERR BLVD	DATE	4/21/21
ADDRESS	SALLISAW, OK 74955	SHEET	7 OF 11
BUILDING SIZE: 60'-0" x 40'-0" x 20'-0"			



TRIM TABLE		
FRAME LINE 3		
O/D	GRAN PART	LENGTH
4	2	CT-1104
6	4	RT-1104
		20'-6"
		16'-6"
		TRIM 26
		TRIM 18

FRAME LINE 3			
LOCATION	QUAN	TYPE	DIA
ER-1/ER-2	8	A325	5/8"
Column/Ref	2	A325	5/8"
			1 1/2"

MEMBER TABLE		
FRAME LINE 3	PART	LENGTH
QDN	MARK	
1	EC-4	W6641 18'-7 7/8"
1	EC-5	W6641 20'-2 15/16"
1	EC-6	W6641 20'-2 15/16"
1	EC-7	W6641 18'-7 7/8"
1	ER-1	W6641 30'-1"
1	ER-2	W6641 30'-1"
8	G-5	6X25Z16 18'-4 1/2"
8	G-6	6X25Z16 19'-3 1/2"
2	CB-1	0.51 CRB 26'-2"

ANGLE TABLE FRAME LINE 3		
QIO	QJIAN	PART
1	3	2x4-20
2	4	2x4-20
3	2	2x4-20

VID	MARK	LENGTH
1	FB307C	2'-6 3/4"

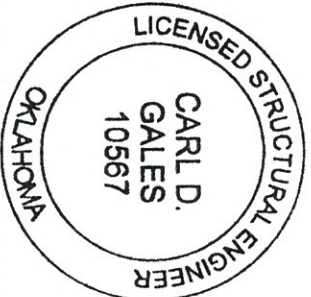
RIGHT ENDWALL SHEETING & TRIM: FRAME LINE 3

PANEL: 28 Co. RP - Light Green

**WHEELER
METALS**

STEEL BUILDINGS

KANE WHITT			
PROJECT	KANE WHITT		
ID	21-012		
PROJECT ADDRESS	1700 S KERBLVD SALLISAW, OK 74955		
	ENDWALL FRAMING		
	DESIGN	DRAFT	CHECK
	DATE: 4/21/21	SHEET 9	OF 11
	BUILDING SIZE: 60'-0" x 40'-0" x 20'-0"		

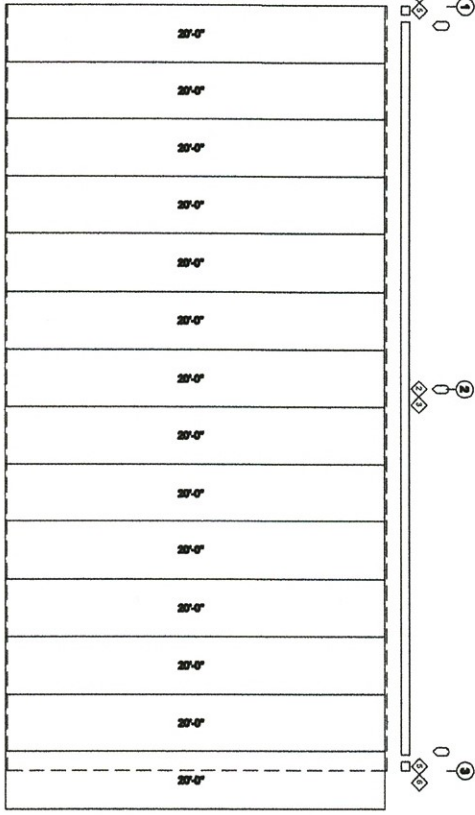
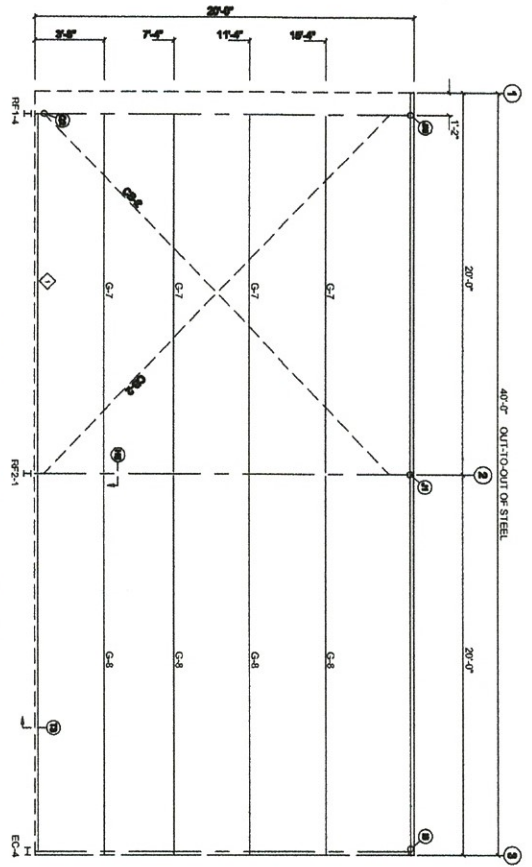




**WHEELER
METALS**

STEEL BUILDINGS

KANE WHITT			
PROJECT	SIDEWALL FRAMING		
ID	KANE WHITT	DESIGN:	DRAFT:
PROJECT ADDRESS	1700 S KERK BLVD SALLISAW, OK 74955	DATE: 4/21/21	SHEET 10 OF 11
		BUILDING SIZE: 60'-0" x 40'-0" x 20'-0"	



FRONT SIDEWALL SHEETING & TRIM: FRAME LINE F
PANELS: 20' 0" WIDE - 1' 2" HIGH

Panel Sheet

MEMBER TABLE			
NO.	MEMBER	LENGTH	DETAIL
1	RF-1-4	20'-0"	RF-1-4
2	RF-2-1	20'-0"	RF-2-1
3	G-7	20'-0"	G-7
4	G-8	20'-0"	G-8

FRAME LINE F			
NO.	MEMBER	LENGTH	DETAIL
1	RF-1-4	20'-0"	RF-1-4
2	RF-2-1	20'-0"	RF-2-1
3	G-7	20'-0"	G-7
4	G-8	20'-0"	G-8



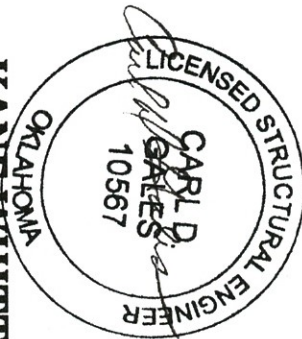
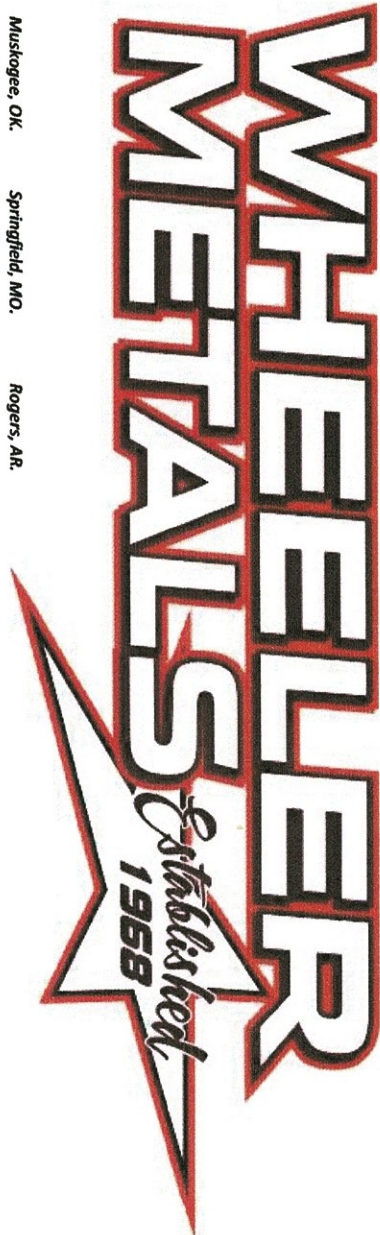
WHEELER
STARS
METALS
STEEL BUILDINGS

KANE WHITT			
PROJECT	KANE WHITT	SIDEWALL FRAMING	
ID	21-012	DESIGN	DRAFT
PROJECT	1700 S KERR BLVD	DATE	4/21/21
ADDRESS	SALLISAW, OK 74855	SHEET	11 OF 11
BUILDING SIZE: 60'-0" x 40'-0" x 20'-0"			

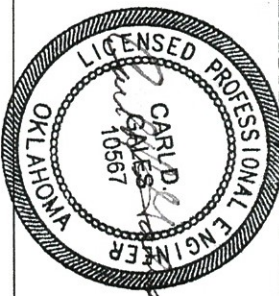
Mustogee, OK.

Springfield, MO.

Rogers, AR.



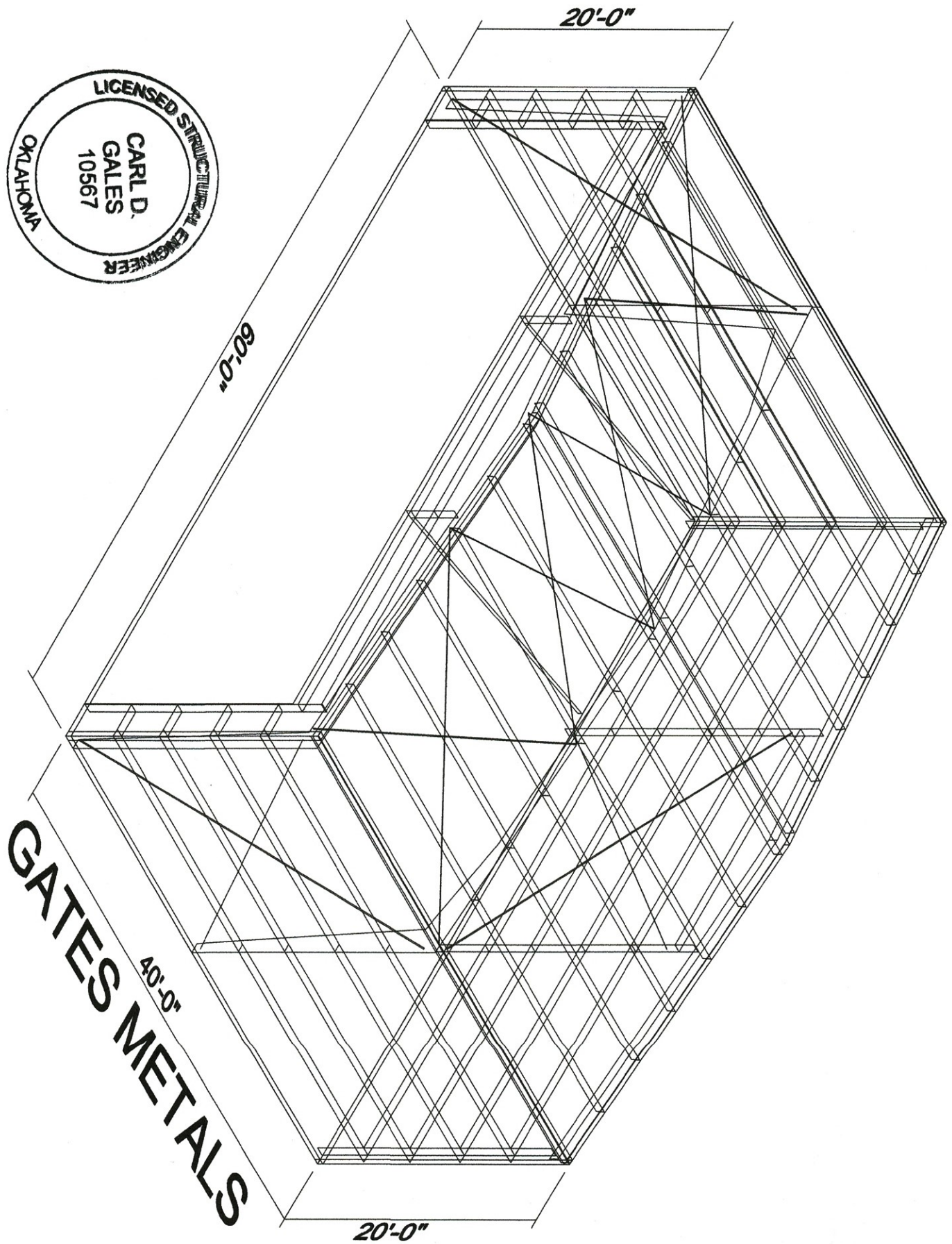
KANE WHITT
1700 S KERR BLVD
SALLISAW OK 74955



Prepared by: KAS Gales Co.
18772 Harmon Rd.
Fayetteville, AR. 72704
COA Number: CA5127PE
Date of Expiration: 6/30/2021

ISSUED FOR CONSTRUCTION
By [Signature] Date 4/22/21

PAGE #	PAGE DESCRIPTION
COVER SHEET	
SPECIFICATIONS	
1.	ANCHOR BOLT PLAN
2.	ANCHOR BOLT DETAILS
3.	ANCHOR BOLT REACTIONS
4.	ANCHOR BOLT REACTIONS
5.	RIDGID FRAME ELEVATION
6.	RIDGID FRAME ELEVATION
7.	ROOF FRAMING
8.	ROOF SHEETING
9.	LEFT ENDWALL FRAMING
10.	RIGHT ENDWALL FRAMING
11.	BACK SIDEWALL FRAMING
12.	FRONT SIDEWALL FRAMING



WHEELER METALS STEEL BUILDINGS

3100 West 40th, Street North
Muskogee, Oklahoma 74401

BUILDING LOADS / DESCRIPTION:

WIDTH: 80' LENGTH: 40' HEIGHT: 20' / 20'
(BUILDING DIMENSIONS ARE NOMINAL. REFER TO PLANS.)
THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED
AND APPLIED AS REQUIRED BY: IBC 15 / ASCE 10 / NAHS12
THE CONTRACTOR IS TO CONFIRM THAT THESE LOADS COMPLY
WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

ROOF DEAD LOAD: 2.000 PSF (ROOF PANELS & PURLINS)
COLLATERAL LOAD: 0 PSF
ROOF LIVE LOAD: 20.00 PSF
PRIMARY: 20.00 PSF
SECONDARY: 20 PSF

GROUND SNOW LOAD: 10 PSF
ROOF SNOW LOAD: 7 PSF
DESIGN WIND SPEED: 115 MPH
SEISMIC ZONE: C
WIND EXPOSURE: C

IMPORTANCE FACTORS:
WIND LOAD: 1.00
SNOW LOAD: 1.0000
SEISMIC LOAD: 1.00

GENERAL NOTES:
1) MATERIALS: MINIMUM YIELD:
HOT ROLLED BAR: Fy = 50,000 ksi MIN,
STRUCTURAL STEEL SHEET: Fy = 50,000 ksi MIN,
COLD FORMED STEEL PLATE: Fy = 57,000 ksi MIN,
WALL SHEETING: Fy = 80,000 ksi MIN,
BOARDS: A307 & A325: Fy = 80,000 ksi MIN,
THE METAL BUILDING MANUFACTURER RESERVES THE RIGHT TO
SUBSTITUTE THE ABOVE MATERIALS WITH EQUAL OR BETTER MATERIAL.

2) BOLT TIGHTENING REQUIREMENTS:
ALL HIGH STRENGTH BOLTS ARE A325 UNLESS NOTED OTHERWISE.
HIGH STRENGTH BOLTS SHALL BE TIGHTENED BY THE TURN OF THE NUT METHOD
IN ACCORDANCE WITH THE LATEST EDITION AISC. SPECIFICATION FOR
STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS. A325 BOLTS SHALL BE
INSTALLED WITH OUT WASHERS WHEN TIGHTENED BY THE TURN OF THE NUT
METHOD. ALL BOLTED CONNECTIONS, FOR SHEAR/BEARING CONNECTION TYPE
WITH BOLT THREADS EXCLUDED FROM THE SHEAR PLANE SHALL BE SNUG TIGHT
ONLY.

3) ALL STRUCTURAL STEEL TO RECEIVE A RUST INHIBITIVE PRIMER. THIS PAINT
IS NOT INTENDED FOR LONG TERM EXPOSURE TO THE ELEMENTS.

ROOF PANELS:

COLOR: Galvalume Plus
WALL PANELS:
COLOR: Light Stone

TRIM COLORS:

GABLE: Burnished Steel
CORNER: Burnished Steel
EAVE: Burnished Steel
FRAMED OPENINGS: Burnished Steel

DEFLECTION LIMITS:

EW COL: 90
EW RAE LIVE: 180
EW RAE WIND: 150
WALL GIRT: 90
PURL LIVE: 150
PURL WIND: 120
WALL PANEL: 90
ROOF PANEL LIVE: 150
ROOF PANEL WIND: 120
RF HORIZONTAL: 80
RF VERTICAL: 180
WIND BENT: 60
RF CRANE: 100
RF SEIS: 50
WIND BENT SEIS: 50

BUILDER/CONTRACTOR RESPONSIBILITIES

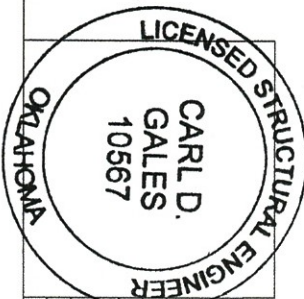
IT IS THE RESPONSIBILITY OF THE BUILDER/CONTRACTOR TO INSURE THAT ALL PROJECT PLANS AND SPECIFICATIONS
COMPLY WITH THE APPLICABLE REQUIREMENTS OF ANY GOVERNING BUILDING AUTHORITIES. THE SUPPLYING OF SEALED
ENGINEERING DATA AND DRAWINGS FOR THE METAL BUILDING SYSTEM DOES NOT IMPLY OR CONSTITUTE AN AGREEMENT
THAT THE METAL BUILDING SYSTEM MANUFACTURER OR ITS DESIGN ENGINEER IS ACTING AS THE ENGINEER OF RECORD
OR DESIGN PROFESSIONAL FOR A CONSTRUCTION PROJECT.
THE CONTRACTOR MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED.
APPROVAL OF THE METAL BUILDING SYSTEM MANUFACTURER'S DRAWINGS AND CALCULATIONS INDICATE THAT THE
METAL BUILDING SYSTEM MANUFACTURER CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT
DRAWINGS AND SPECIFICATIONS. (SECT. 4.2.1 AISC CODE OF STANDARD PRACTICES, 9TH ED.)
WHERE DISCREPANCIES EXIST BETWEEN THE METAL BUILDING SYSTEM MANUFACTURER'S STRUCTURAL STEEL PLANS AND
THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS SHALL GOVERN. (SECT. 3.3 AISC CODE OF STANDARD
DESIGN CONSIDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY THE METAL BUILDING
SYSTEM MANUFACTURER ARE THE RESPONSIBILITY OF THE CONTRACTORS AND ENGINEERS OTHER THAN THE METAL
BUILDING SYSTEM MANUFACTURER'S ENGINEER UNLESS SPECIFICALLY INDICATED.
THE CONTRACTOR IS RESPONSIBLE FOR ALL ERECTION OF STEEL, AND ASSOCIATED WORK IN COMPLIANCE WITH THE
METAL BUILDING SYSTEM MANUFACTURER FOR CONSTRUCTION DRAWINGS.
ALL BRACING AS SHOWN AND PROVIDED BY THE ERECTOR AS A PERMANENT PART OF THE STRUCTURE.
TEMPORARY SUPPORTS, SUCH AS TEMPORARY GUYS, BRACES, FALSE WORK, CRIBBING OR OTHER ELEMENTS REQUIRED FOR
THE ERECTION OPERATION WILL BE DETERMINED AND FURNISHED AND INSTALLED BY THE ERECTOR. THESE TEMPORARY
SUPPORTS WILL SECURE THE STEEL FRAMING, OR ANY PARTLY ASSEMBLED STEEL FRAMING, AGAINST LOADS COMPARABLE
IN INTENSITY TO THOSE FOR WHICH THE STRUCTURE WAS DESIGNED, RESULTING FROM WIND, SEISMIC FORCES AND
ERECTION OPERATIONS, BUT NOT THE LOADS RESULTING FROM THE PERFORMANCE OF WORK BY OR THE ACTS OF OTHERS,
NOR SUCH UNPREDICTABLE LOADS AS THOSE DUE TO TORNADO, EXPLOSION, OR COLLISION. (SECT. 7.9.1 AISC CODE OF
STANDARD PRACTICE, 9TH ED.)
WARNING: IN NO CASE SHOULD GALVALUME STEEL PANELS BE USED IN CONJUNCTION WITH LEAD OR COPPER. BOTH LEAD
AND COPPER HAVE HARMFUL CORROSION EFFECTS ON THE ALUMINUM ZINC ALLOY COATING WHEN THEY ARE USED IN
CONTACT WITH GALVALUME STEEL PANELS. EVEN RUN-OFF FROM COPPER FLASHING, WIRING, OR TUBING ONTO GALVALUME
SHOULD BE AVOIDED.

APPROVAL NOTES

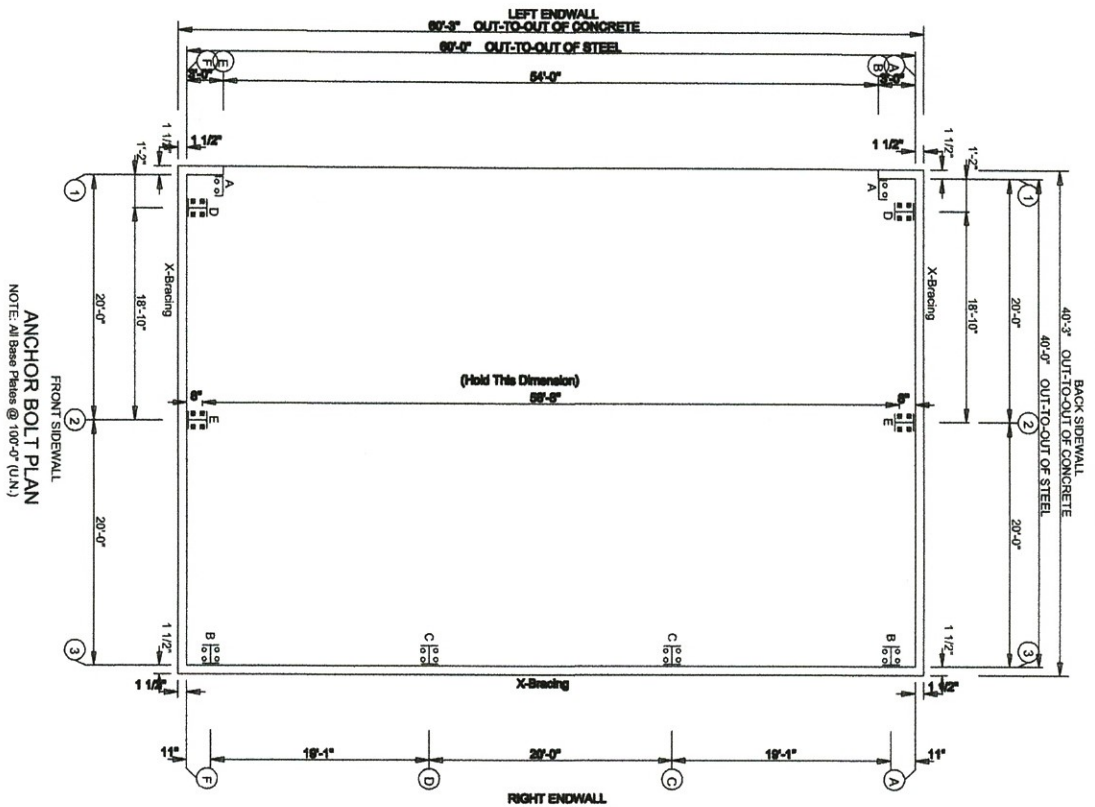
THE FOLLOWING CONDITIONS APPLY IN THE EVENT THAT THESE DRAWINGS ARE USED AS APPROVAL DRAWINGS:
IT IS IMPERATIVE THAT ANY CHANGES TO THESE DRAWINGS BE MADE IN CONTRASTING INK (PREFERABLY RED INK),
HAVE ALL INSTANCES OF CHANGE CLEARLY INDICATED, AND BE LEGIBLE AND UNAMBIGUOUS.

A SIGNATURE AND DATE IS REQUIRED ON ALL PAGES.
MANUFACTURER RESERVES THE RIGHT TO RE-SUBMIT DRAWINGS WITH EXTENSIVE OR COMPLEX CHANGES REQUIRED TO
AVOID MISFABRICATION. THIS MAY IMPACT THE DELIVERY SCHEDULE.

APPROVAL OF THESE DRAWINGS INDICATES CONCLUSIVELY THAT THE METAL BUILDING SYSTEM MANUFACTURER HAS
CORRECTLY INTERPRETED THE CONTRACT REQUIREMENTS, AND FURTHER CONSTITUTES AGREEMENT THAT THE BUILDING AS
DRAWN WITH INDICATED CHANGES REPRESENTS THE TOTAL OF THE MATERIALS TO BE SUPPLIED BY MANUFACTURER.
ANY CHANGES NOTED ON THE DRAWINGS NOT IN COMPLIANCE WITH THE TERMS AND REQUIREMENTS OF THE CONTRACT
BETWEEN MANUFACTURER AND ITS CUSTOMER ARE NOT BINDING ON MANUFACTURER UNLESS SUBSEQUENTLY SPECIFICALLY
ACKNOWLEDGED AND AGREED TO IN WRITING BY CHANGE ORDER OR SEPARATE DOCUMENTATION. MANUFACTURER
RECOGNIZES THAT RUBBER STAMPS ARE ROUTINELY USED FOR INDICATING APPROVAL, DISAPPROVAL, REJECTION, OR
MERE REVIEW OF THE DRAWINGS SUBMITTED. HOWEVER, MANUFACTURER DOES NOT ACCEPT CHANGES OR ADDITIONS TO
CONTRACTUAL TERMS AND CONDITIONS THAT MAY APPEAR WITH USE OF A STAMP OR SIMILAR INDICATION OF
APPROVAL, DISAPPROVAL, ETC. SUCH LANGUAGE APPLIED TO MANUFACTURER'S DRAWINGS BY THE CUSTOMER, ARCHITECT,
ENGINEER OR ANY OTHER PARTY WILL BE CONSIDERED AS UNACCEPTABLE ALTERATIONS TO THESE DRAWING NOTES, AND
WILL NOT ALTER THE CONTRACTUAL RIGHTS AND OBLIGATIONS EXISTING BETWEEN MANUFACTURER AND ITS CUSTOMER.
IMPORTANT NOTE: FINAL DETAILING, FABRICATION, AND DELIVERY DATE OF THIS PROJECT
CANNOT BE COMPLETED UNTIL THE SIGNED APPROVALS ARE RETURNED TO THE METAL
BUILDING MANUFACTURER.



REV	DATE	REVISION	JOB NUMBER:	PURCHASER:	PROJECT:	ADDRESS:
1	11.11.20	FOR CONSTRUCTION	21-012	KANE WHITT	KANE WHITT	SALLISAW, OK 74955
2	11.11.20	FOR APPROVAL				

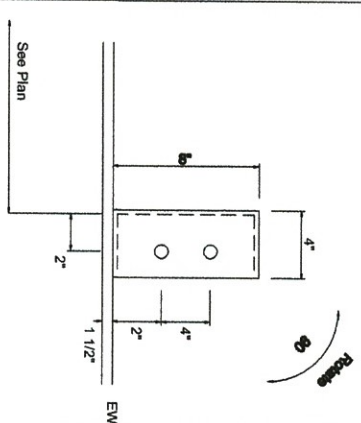


○ Dia = 5/8"
⊗ Dia = 3/4"

**WHEELER
METALS**

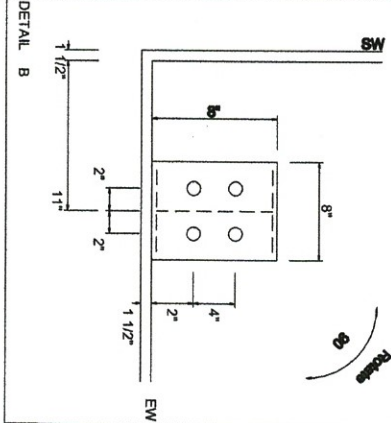
KANE WHITT			
PROJECT	KANE WHITT	ANCHOR BOLT PLAN & DETAILS	
ID	21-012	DESIGN	CHECK
PROJECT	1700 S KERR BLVD	DATE: 4/21/21	SHEET 1 OF 11
ADDRESS	SALLISAW, OK 74955	BUILDING SIZE:	60'-0" x 40'-0" x 20'-0"

Dia= 5/8"



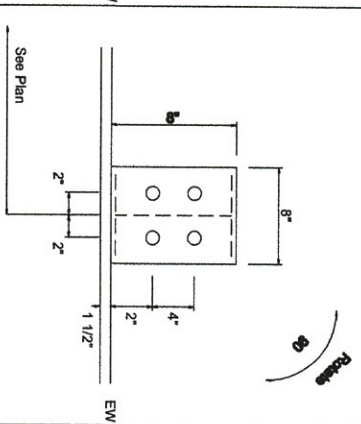
DETAIL A

Dia= 5/8"



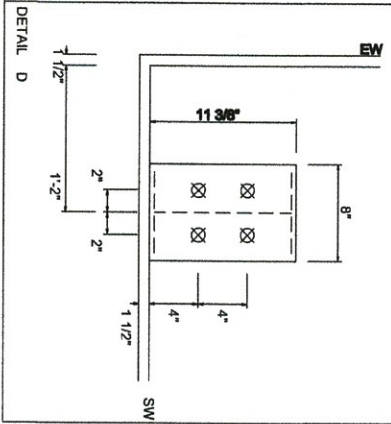
DETAIL B

Dia= 5/8"



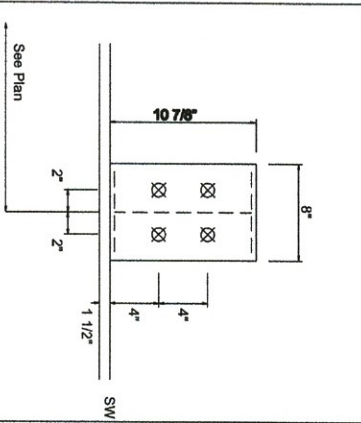
DETAIL C

Dia= 3/4"



DETAIL D

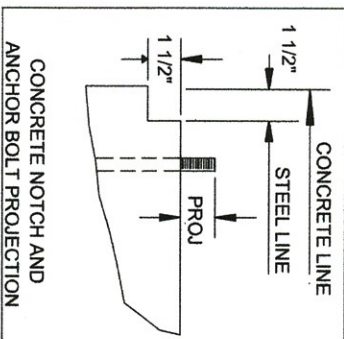
Dia= 3/4"



DETAIL E



KANE WHITT			
PROJECT	KANE WHITT	ANCHOR BOLT DETAILS	
ID	21-012	DESIGN:	DRAFT:
PROJECT	1700 S KERR BLVD	DATE: 4/21/21	SHEET 2 OF 11
ADDRESS	SALLISAW, OK 74955	BUILDING SIZE:	60'-0" x 40'-0" x 20'-0"





ENDWALL COLUMN: BASIC COLUMN REACTIONS (k)

Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	

ENDWALL COLUMN: MAXIMUM REACTIONS, ANCHOR BOLTS & BASE PLATES

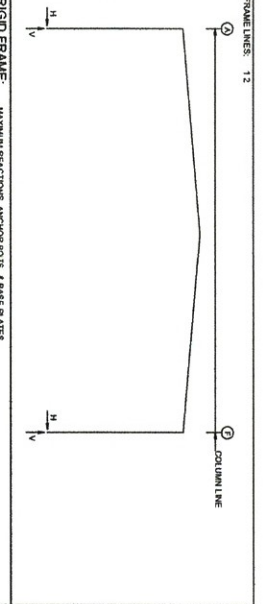
Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	

NOTES FOR REACTIONS

Building reactions are based on the following building data:

BUILDING BRACING REACTIONS

Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS & BASE PLATES

Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	

RIGID FRAME: BASIC COLUMN REACTIONS (k)

Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	

ANCHOR BOLT SUMMARY

Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	

WHISLER METALS

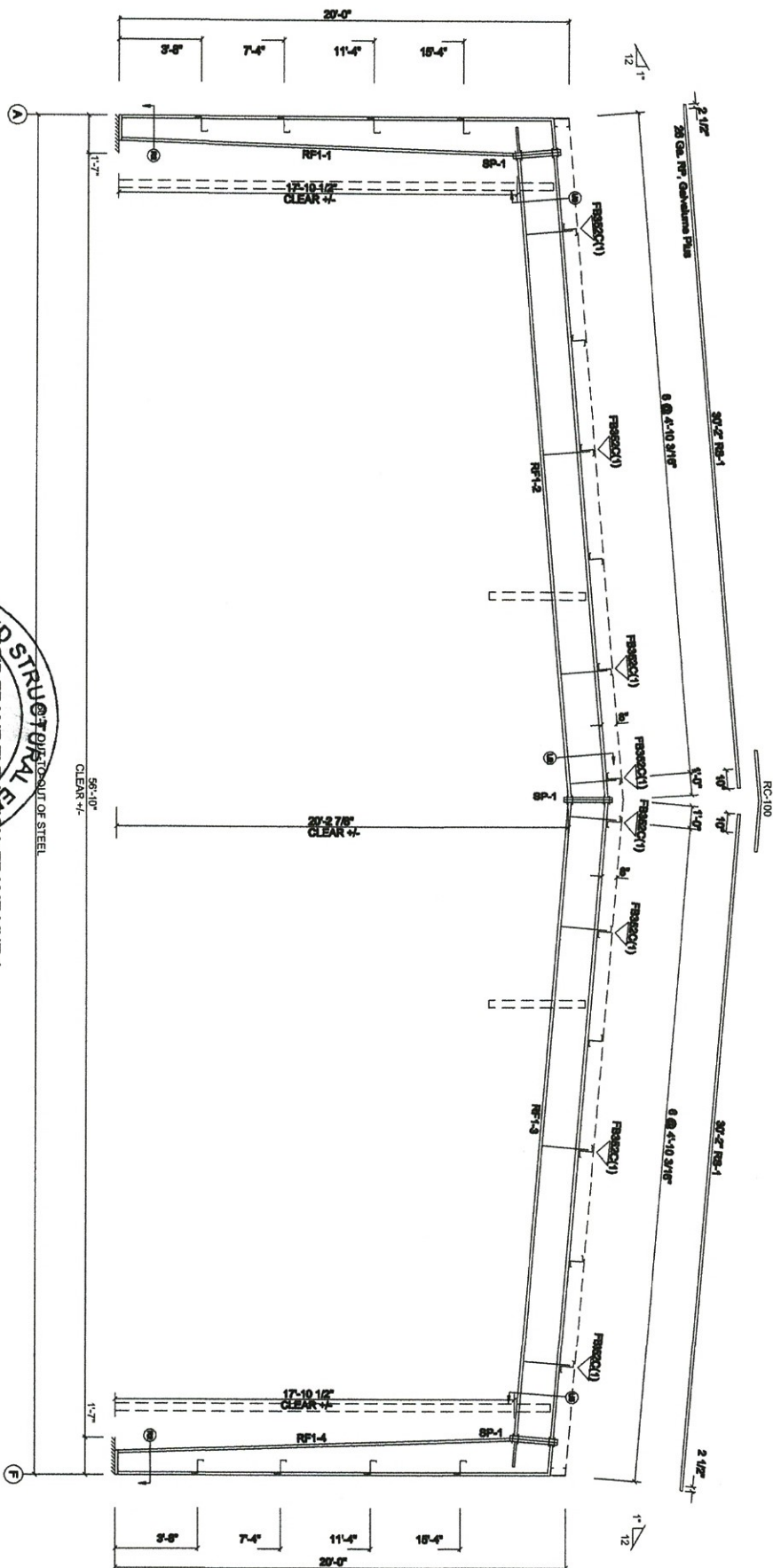
STEEL BUILDINGS

KANE WHITT

Line	Col	Dead	Wind	Seismic	Base	Reactions
1	E	0.2	0.4	0.4	0.4	
2	D	0.2	0.4	0.4	0.4	
3	A	0.2	0.4	0.4	0.4	
4	A	0.2	0.4	0.4	0.4	
5	A	0.2	0.4	0.4	0.4	
6	A	0.2	0.4	0.4	0.4	
7	A	0.2	0.4	0.4	0.4	
8	A	0.2	0.4	0.4	0.4	
9	A	0.2	0.4	0.4	0.4	
10	A	0.2	0.4	0.4	0.4	
11	A	0.2	0.4	0.4	0.4	
12	A	0.2	0.4	0.4	0.4	
13	A	0.2	0.4	0.4	0.4	

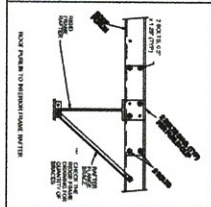
SPACE BOLT TABLE				
Mark	Qty	Box	ht	Length
SP-1	4	4	0	ASOS 0.750 2.00

FLANGE BRACES FBX(1 or 2)
 (1) One Side (2) Two Sides
 C-12X2X18



MEMBER TABLE				
Mark	Web Depth	Web Thickness	Flange Width	Flange Thickness
RF-1	20.0	0.135	113.4	0.75
RF-1.1	14.5	0.135	113.4	0.75
RF-1.2	14.5	0.135	113.4	0.75
RF-1.3	14.5	0.135	113.4	0.75
RF-1.4	14.5	0.135	113.4	0.75

GENERAL NOTES:
 ALL PAIR IN CONNECTIONS ARE TWO BOLT UNLESS NOTED
 SEE DETAILS FOR BOLT LOCATIONS
 CHECK FLANGE SPACE QUANTITY (FBX(1) - ONE BRACE PER LOCATION)



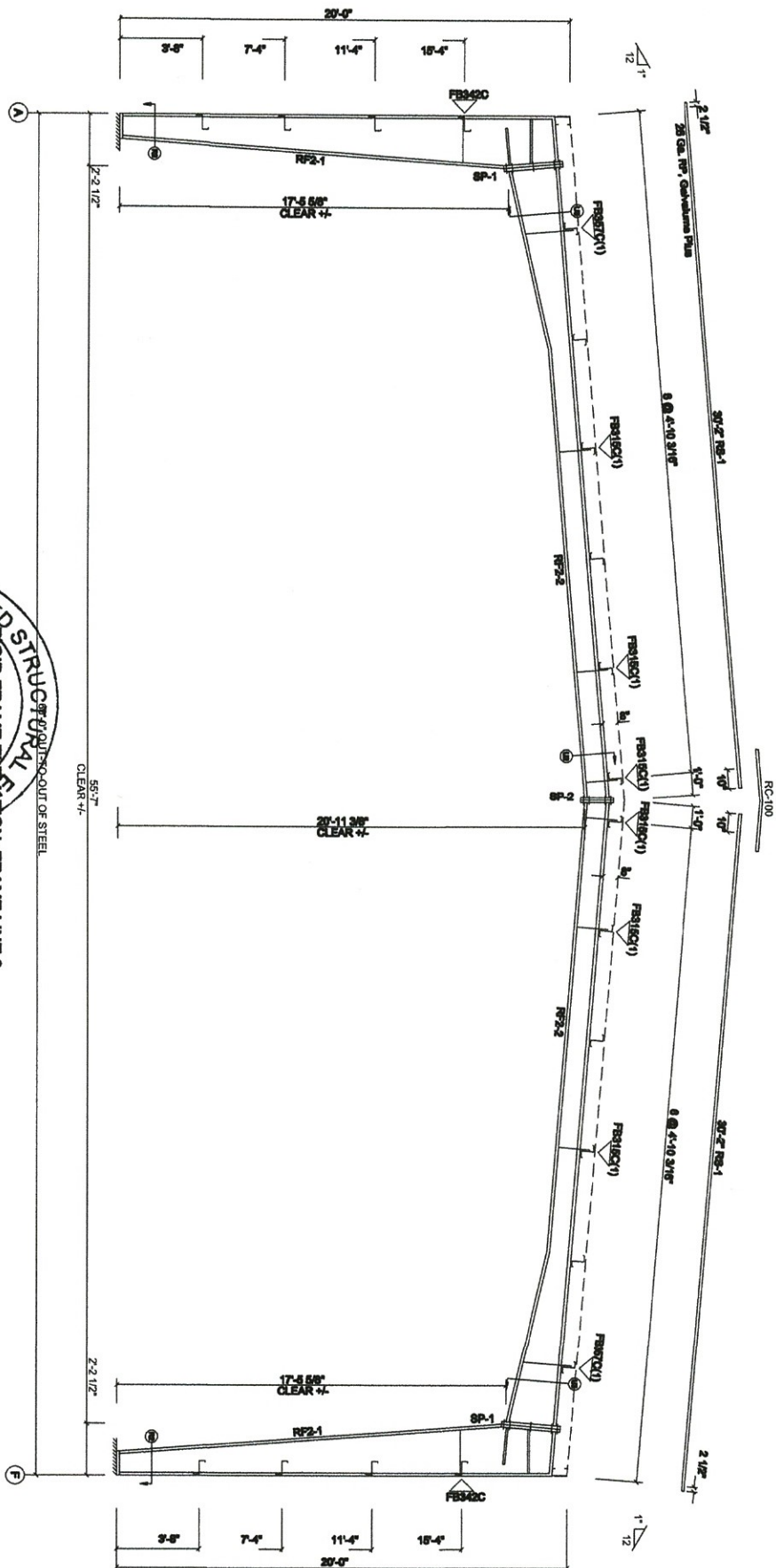
WHEELER METALS
 STEEL BUILDINGS

KANE WHITT		RIGID FRAME ELEVATION	
PROJECT	KANE WHITT	DESIGN	DRAFT
PROJECT	1700 S KERR BLVD	DATE	4/21/21
ADDRESS	SALLISAW, OK 74955	SHEET	4 OF 11
		BUILDING SIZE	60'-0" x 40'-0" x 20'-0"

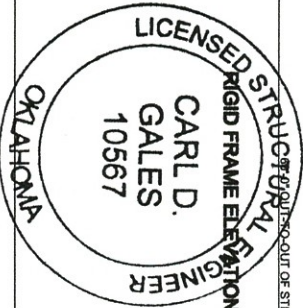
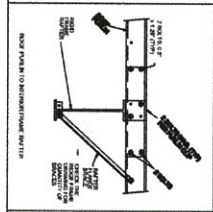
SPACE BOLT TABLE					
Mark	Qty	Bolt	Type	Use	Length
SP-2	4	4	2	ASCS	0.750 2.00
SP-2	4	4	2	ASCS	0.750 2.00

FLANGE BRACES: FBR-1 (or 2)
 (1) One Side, (2) Two Sides
 C - 120X118

MEMBER TABLE					
Mark	Weld Detail	Weld Size	Outside Flange	Inside Flange	
RF-2-1	10.0/10.2	0.135	6.1/10.2 x 5.0/10.0	6.1/10.2 x 5.0/10.0	
RF-2-2	10.0/10.2	0.135	6.1/10.2 x 5.0/10.0	6.1/10.2 x 5.0/10.0	
RF-2-2	10.0/10.2	0.135	6.1/10.2 x 5.0/10.0	6.1/10.2 x 5.0/10.0	
RF-2-2	10.0/10.2	0.135	6.1/10.2 x 5.0/10.0	6.1/10.2 x 5.0/10.0	



GENERAL NOTES:
 ALL WELD CONNECTIONS ARE TWO BOLT UNLESS NOTED
 SEE DETAILS FOR BOLT LOCATIONS
 CHECK FLANGE BRACE QUANTITY (BRACE) - ONE BRACE PER LOCATION



WHEELER
 METALS
 STEEL BUILDINGS

KANE WHITT			
PROJECT	KANE WHITT	RIGID FRAME ELEVATION	
ID	21-012	DESIGN	DRAFT
PROJECT	1700 S KERR BLVD	DATE	4/21/21
ADDRESS	SALLISAW, OK 74955	BUILDING SIZE	60'-0" x 40'-0" x 20'-0"
		SHEET	5 OF 11
		CHECK	

AGENDA ITEM COMMENTARY

Meeting Date: April 26, 2021
Board: Sallisaw Airport Advisory Board
Subject:

ITEM TITLE: Review, Discuss and Possible Recommendation Concerning a Proposed Airport Land Lease with Kane Whitt

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS: 1. Sallisaw Airport Land Lease.FINAL.4.21.21

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AIRPORT LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (AGREEMENT) is made and entered into this day of ____ day of _____, 2021 between the **CITY OF SALLISAW**, Sequoyah County, State of Oklahoma, a Municipal Corporation, hereinafter referred to as the “**LESSOR**”, and _____, hereinafter referred to as the “**LESSEE**”, with respect to the following facts:

WHEREAS, LESSOR and LESSEE are committed to the proper operation, improvement, and continued development of the Sallisaw Municipal Airport; and

WHEREAS, LESSOR deems it advantageous to itself and to the operation of the Airport to lease, to **LESSEE**, certain land as stated herein for the construction of an aircraft hangar; and

WHEREAS, LESSEE has presented plans and specifications for a new hangar, and **LESSOR** has approved those plans.

NOW THEREFORE, in accordance with the terms, considerations and privileges listed herein, **LESSOR and LESSEE** covenant and agree as follows:

1. The **LESSOR** hereby leases, rents, and demises to the **LESSEE** the following real estate premises situated at the Sallisaw Municipal Airport, in Sallisaw, Oklahoma, described as:

<<insert property legal>>

2. The term of this Lease Agreement (Agreement) shall be for **20 years** commencing on the ____ day of _____, 2021 (**Effective Date**), and ending the ____ day of _____, ____ (**Termination Date**), unless otherwise extended or modified by the parties in writing.
3. It is mutually agreed and understood that the **LESSEE** has entered into this Agreement for the construction of an aircraft hangar upon the above described real property upon which construction will begin when, and if the detailed engineering plan, submitted to the **LESSOR**, is approved. In this respect it is understood and agreed by and between the parties that in the event that the detailed engineering plans are not approved by the **LESSOR**, then this Agreement shall be null and void.
4. **Construction of Hangars and Construction Standards:**
 - a. **LESSEE** agrees to construct all buildings, ramps and facilities in accordance with requirements of the **LESSOR**. **LESSEE** agrees to furnish detailed, engineered plans to the **LESSOR** and to obtain proper building permits before commencing construction.
 - b. All hangars shall be constructed in such a manner as to meet the required building codes adopted by the City of Sallisaw, and must also meet any requirements specified in Chapter 14 of the City of Sallisaw Code of Ordinances.

- c. No structure may be erected beyond the building restriction line or in conflict with the approved airport layout plan.
- d. Every hangar, whether for single or multiple aircraft, shall be located on the airport property as approved by the Airport Advisory Board first, then approved by the Board of City Commissioners.
- e. The size of any hangar designed to provide storage for multiple units (more than one) of aircraft shall be specified according to the request and plans submitted to the **LESSOR**, and as may be authorized on a case-by-case basis.
- f. The minimum size of any single-unit hangar shall be 1,600 square feet; being a minimum of forty (40) feet wide by a minimum of forty (40) feet deep respectively, with sidewalls of 18 feet in height.
- g. Hangar shall be insulated to a minimum R-13 value.
- h. All exterior surfaces, minimally consisting of a roof and three side walls and a fourth wall consisting of doors for entrance and exit for aircraft shall be of baked-on colored enamel with color consistent with hangars already in place on airport property. Main aircraft entry door shall be of a type approved for aviation hangars.
- i. Each hangar shall contain a floor made of concrete that meets the building requirements of the City and the submitted plans of the hangar.
- j. A concrete or asphalt ramp shall connect each hangar to the adjacent taxiway or apron.
- k. Construction must commence within one hundred twenty (120) days after the Effective Date of this Agreement and must be substantially completed within ninety (90) days after commencement of construction. It is further agreed and understood by the **LESSEE** and the **LESSOR** that in the event said building is not completed within 365 days from the Effective Date of this agreement, then, and in that event, **LESSOR** retains the authority to void this Agreement. If this agreement is voided, **LESSEE** shall not be entitled to a refund of lease payments already made.
- l. Utility service to the leased premises, including, but not limited to, water, electrical power and sewer shall be installed and maintained at the sole risk and expense of the **LESSEE**. Such utility services may only be placed in locations approved by the City of Sallisaw. Dependent upon location of existing utility lines, **LESSEE** understands they may be responsible for cost, or partial cost, of extension of utility service lines.

5. **Consideration:**

- a. The formula for calculating the required yearly Lease Payment shall be: Width of hangar x length of hangar x square foot rate x 12 months.
- b. Square Footage of Property. For this Agreement, the square footage of the hangar to be constructed is established as _____ square feet.
- c. Lease Payments - Subject to adjustment as herein provided below, **LESSEE** agrees to pay to **LESSOR**, without offset or deduction, payment for the Leased Premises at the initial rate of **\$0.15 per square foot, per month**, in advance, (the "Lease

Payment"). The first Lease Payment shall be due and payable on the Effective Date of this Agreement, with successive payments being due and payable on the first day of each month thereafter during the Term hereof. **LESSOR** may pay monthly payments or may make a yearly advance payment.

- d. Adjustment of Lease Payment- Upon the Effective Date of each year of this Agreement, the payment for the Leased Property shall be as follows:

Years 1-10, \$0.15 per square foot.

Beginning year 11 thru year 15, \$0.17 per square foot.

Beginning year 16 thru year 20, \$0.19 per square foot.

- e. Payment Method - All Lease Payments shall be paid, payable to the City of Sallisaw, by mail to P.O. Box 525, Sallisaw, Oklahoma, 74955, Attn: City Clerk, or by hand-delivery, to the City Clerk, at 115 East Choctaw, Sallisaw, Oklahoma.
- f. Late Payments - In the event **LESSOR** fails to receive any Lease Payment within 10 days after the due date, a Late Payment penalty equal to 10% of such payment shall be charged to **LESSEE**. In the event **LESSEE** shall remain delinquent for more than 30 days, **LESSEE** shall be in default. **LESSEE's** rights of occupancy and this Agreement may be terminated by **LESSOR**.

6. **LESSEE May Cancel:** **LESSEE** may cancel this Agreement for any reason whatsoever upon 60 days prior written notice to the **LESSOR**, however, **LESSEE** agrees that any or all of the unused rental charge or other fees paid to the **LESSOR** is non-refundable and will remain the rightful possession of the **LESSOR**. If this Agreement is canceled by the **LESSEE** prior to the **Termination Date**, all hangars, structures, fixtures and improvements shall become the property of the **LESSOR** and **LESSEE** shall have no further rights herein, and may not remove or modify any parts thereof. **LESSEE** shall have no fewer than thirty (30) days after the cancelation of this Agreement to remove all personal property of the **LESSEE**.
7. **Termination for Convenience for Sale of Hanger.** **LESSEE** may assign all of **LESSEE's** interest in the improvements that **LESSEE** built on the premises to a third party who is approved by the **LESSOR**.
8. **Reversion Clause:** All hangars, structures, fixtures and improvements erected by the **LESSEE**, on the Leased Premises, shall remain the **LESSEE's** property until expiration or termination of this Lease Agreement. **Upon expiration or termination of this Agreement, such hangars, structures, fixtures and improvements shall become the property of the LESSOR and LESSEE shall have no further rights therein, and may not remove or modify any parts thereof.** Upon expiration or termination of this Agreement, **LESSEE** shall have no fewer than thirty (30) days after the expiration or termination of this Agreement, to remove all personal property of the **LESSEE**. Prior to, or upon expiration of this Agreement, **LESSEE** shall have first right of refusal to enter into a lease agreement with the **LESSOR** for all structures, fixtures and improvements erected by the **LESSEE** under this Agreement.
9. **Maintenance of Premises:** **LESSEE** agrees that **LESSEE** will, at its own expense, keep and maintain the lease premises and all structures and fixtures thereon in good repair and

in a clean, safe and healthful condition at all times. Maintenance on and around the lease premises shall include, but is not limited to mowing grass and elimination of trash, garbage, etc. **LESSEE** further agrees to not allow any condition on the leased premises that may interfere with the landing, taxiing and take off of aircraft.

10. **Modification and Repair of Damage:** In the event of damage, destruction or loss of the hangar or other structures on the leased premises, the **LESSEE** agrees to promptly repair, replace, or rebuild the same, at **LESSEE'S** own expense, to the same condition as nearly as possible to that existing immediately prior to such damage. **LESSEE** further agrees that planned improvements, modifications or alternatives for hangar construction, whether subsequent to a damage event or not, that affect the hangar's size and/or external appearance, shall only be implemented with the approval and written consent of the **LESSOR**. **LESSEE** agrees to complete all construction no later than six (6) calendar months from the date of damage or issuance of construction authorization permit, whichever may be appropriate, failure to do so shall cause **LESSEE** to be in default of this Agreement.
11. **Insurance Requirements:** **LESSEE** shall, at its expense, maintain insurance in full force and effect during the terms of this Agreement in such amounts and coverages as to meet the minimum limits of liability specified below.
 - a. Commercial General Liability (if applicable for commercial operations)
 - b. Comprehensive General Liability
 - c. Property Insurance in amounts to cover repairs or replacement for all property on the leased premises.
12. **Use of Premises:** It is further agreed by and between the parties that **LESSEE** shall not use or permit the premises, or any part thereof, to be used for any primary purpose or purposes other than aviation purposes and/or storage of aircraft. **LESSEE** shall note the FAA may disapprove an AIP grant to the airport of the **LESSOR** if there are existing hangars at the airport being used for non-aeronautical purposes. In the event the hangar is empty, it may not be used for non-aviation purposes or storage. **LESSEE** further agrees that they shall review and abide by the requirements of Chapter 14 of the City of Sallisaw Code of Ordinances, including any future amendments thereto.
13. **Assignment and Subletting:** The **LESSEE** may, with the prior written consent of **LESSOR**, assign, transfer, sublease or sublet all, or a portion, of the leased premises, provided that any mortgagee in possession; any successor in interest; the party to whom such assignment is made; shall expressly assume in writing and agree to be bound by and fulfill all of the terms, obligations and covenants contained in this Agreement. In any event, no assignment shall be made, or shall be effective, if **LESSEE** has not approved the same.
14. **Termination of Agreement By LESSOR:** In the event that **LESSEE** shall fail to perform, keep and observe any of the terms, covenants or conditions of this Agreement, **LESSOR** may give written notice, sent by registered mail, to **LESSEE** to correct such condition or default. If **LESSEE** does not commence and use diligence to correct such condition or remove such default for 30 days after receipt of such notice **LESSOR** may, at its option, and after the lapse of said 30-day period, terminate this Agreement by giving

10 days' notice, and the term of this Agreement shall thereupon cease and expire at the end of the 10-day period. No default on the part of the **LESSEE** shall be deemed to continue so long as **LESSEE** shall have promptly and diligently taken action to correct the same. Failure to promptly pay rent shall be a default of this Agreement. **Upon termination of this Agreement by the LESSOR, such hangars, structures, fixtures and improvements shall become the property of the LESSOR and LESSEE shall have no further rights therein, and may not remove or modify any parts thereof.** Upon expiration or termination of this Agreement, **LESSEE** shall have no fewer than thirty (30) days after the expiration or termination of this Agreement, to remove all personal property of the **LESSEE**.

15. **LESSEE** further agrees to pay all personal property taxes levied against the structure during the term of this agreement.
16. It is further agreed by and between the parties that **LESSEE** shall keep all premises and every part thereof and all buildings and improvements of any kind located thereon free and clear of any and all mechanic's or material man's liens for or arising out of or in connection with work of labor done, services performed, materials or appliances used or furnished for or in connection with any operation of **LESSEE**, any alterations, improvements, repairs, or additions which **LESSEE** may make or permitted by the **LESSOR** on or about the premises, or any obligations of any kind incurred by the **LESSEE** shall at all times be promptly and fully paid and discharge all claims on which any such lien may or could be based and shall indemnify the **LESSOR** and all premises and all the buildings and improvements thereon against all such liens and claims of liens or suits or other proceedings pertaining thereto.
17. **Compliance with Laws, Rules and Regulations** - **LESSEE** will comply with all laws, rules and regulations now existing or hereafter established by the United States of America, the State of Oklahoma and the City of Sallisaw and their respective agencies, including the Federal Aviation Administration and the Oklahoma Aeronautics Commission. **LESSEE** acknowledges receipt of a copy of the current Rules & Regulations and Minimum Standards of the Sallisaw Municipal Airport. The Rules & Regulations and Minimum Standards are incorporated by reference as if written verbatim herein, and **LESSEE** agrees to comply fully at all times with the Rules & Regulations and Minimum Standards. **LESSOR** shall have the right to amend, modify and alter the Rules & Regulations and the Minimum Standards from time to time in a reasonable manner for the purpose of assuring the safety, welfare and convenience of **LESSOR**, **LESSEE** and all other **LESSEES** and customers of the Airport.
18. **FAA Requirements** - **LESSOR** and **LESSEE** recognize and agree this Agreement shall be subject to such regulations and approvals as required by the FAA, in particular those FAA regulations which provide that the property subject to this Agreement shall be used for Airport purposes and in such a manner so as not to materially and adversely affect the development, improvement, operation or maintenance of the Airport.
 - a. **Subordination Clause.** This lease is subject and subordinate to all of **LESSOR's** existing and any future agreements with the state and/or federal government.

b. Compatible with Airport Operations.

1) **LESSEE** shall not interfere with the landing and/or take off of any aircraft or interfere with any navigational aids and/or communications equipment; and

2) **LESSEE** shall not allow and/or participate in any activity with potential to attract wildlife, or any other such activity which could potentially be an aeronautical hazard.

c. Nondiscrimination Clause. During the term of this Agreement, including any extension thereof, **LESSOR** and **LESSEE** shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, creed, religion, sex, age, disability, handicap, gender identity, sexual orientation, marital status, family/parental status, income derived from a public assistance program, religious or political beliefs, reprisal or retaliation for prior civil rights activity, or military status in accordance with the Civil Rights Act of 1964, as amended, and all other non-discrimination acts, including but not limited to, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act of 1990, or any other law, rule and/or regulation which implements nondiscrimination, in any of its activities or operations.

d. Prohibition on Exclusive Rights. It is expressly understood by and between the parties hereto that the municipal airport is non-exclusively operated for the use and benefit of the public, and this lease shall not be construed to grant and/or authorize the granting of any exclusive right to use any navigation facility or any part and/or portion of the municipal airport, other than **LESSEE's** hangar, exclusively.

e. Civil Rights Clause. In accordance with Federal civil rights law and U.S. Department of Transportation (FAA) civil rights regulation and policies, **LESSEE**, its agents and/or employees shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, creed, religion, sex, age, disability, handicap, gender identity, sexual orientation, marital status, family/parental status, income derived from a public assistance program, religious or political beliefs, reprisal or retaliation for prior civil rights activity or military status, in accordance with the Civil Rights Act of 1964, as amended, in any of its activities or operations.

19. It is further agreed by and between the parties that the **LESSOR** shall furnish to the **LESSEE** the right to use the taxiway provided by the **LESSOR** for ingress and egress from the hangar building to the runway of the Sallisaw Municipal Airport, and further to provide **LESSEE** with parking space for use of said hangar building. **LESSEE** agrees to prohibit vehicle parking on the leased premises other than those vehicles specifically associated with the use of the leased premises, and no other.
20. It is further agreed by and between the parties that the **LESSOR** shall not be responsible for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by **LESSEE** or by any person whomsoever may at any time be using or occupying or visiting the demised premises, or be in on or about the same whether such

loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of **LESSEE** or of the occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and **LESSEE** shall indemnify the **LESSOR** against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

21. **LESSEE** further covenants and agrees to pay all utility bills concerning the use of the building located on the above described real property, including telephone bill, and to save the **LESSOR** harmless from all such expenses.
22. It is further agreed and understood that **LESSEE** shall not have the right to place upon the above described land any additions, buildings, or facilities without prior written consent of the **LESSOR**.
23. It is expressly agreed and understood by and between the parties that the balance of the lands of the airport facilities of the Sallisaw Municipal Airport and the City of Sallisaw, other than those described and hereby leased, may be used, occupied, and dealt with by the **LESSOR** as it shall see fit from time to time; and it is expressly agreed that only the land herein above described by metes and bounds are leased hereby and that **LESSEE** shall not have right with regard to the balance of the lands of the Sallisaw Municipal Airport except the right to use the taxi way above referred to and the parking space, and the runway in accordance with Federal Aviation Administration regulations.
24. **LESSEE** further agrees that in their operation and use of the Sallisaw Municipal Airport, they will not, on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Department of Transportation regulations.
25. It is further understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308A of the Federal Aviation Act of 1958, or subsequent modifications of.
26. This Agreement shall extend to, bind and inure to the benefit of the parties hereto and to their respective heirs, successors, executors, administrators, and assigns, if approved per Paragraph 7 of this Agreement.
27. No hangar building or any part thereof, is to be used as a permanent residence.
28. **Indemnification of LESSOR:** **LESSEE** agrees that **LESSOR** is in no way the agent of the **LESSEE**, and **LESSEE** will hold **LESSOR** harmless against all liability for any and all claims for damages to property or injuries to persons caused by **LESSEE'S** negligent use or occupancy of the leased premises or resulting from any of the operations authorized under this Agreement, provided, however, that **LESSEE** shall not be liable for any injury, damage, or loss occasioned by the negligence of **LESSOR** or its agents or employees, and provided further that **LESSOR** shall give **LESSEE** prompt and timely notice of any claims made or suit instituted which in any way directly, indirectly, or otherwise affects or might affect **LESSEE**, and **LESSEE** shall have the right to compromise and defend the same to the extent of **LESSEE'S** own interest.
29. All the covenants, conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

30. Notices: Notices to the **LESSOR or LESSEE** provided for this Agreement shall be hand delivered or sent by certified mail, postage prepaid, addressed to:

LESSOR

City of Sallisaw
PO Box 525
115 East Choctaw
Sallisaw, OK 74955
Attn: City Clerk

LESSEE

WITNESS our hands the day and year above written.

LESSOR:

CITY OF SALLISAW, OKLAHOMA

ERNIE MARTENS, Mayor

ATTEST:

DIANNA DAVIS, City Clerk

LESSEE:

<<NAME>>

Approved as to Form:

John Robert Montgomery, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: April 26, 2021
Board: Sallisaw Airport Advisory Board
Subject:

ITEM TITLE: Review and Discussions on General Airport Operations

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: April 26, 2021
Board: Sallisaw Airport Advisory Board
Subject:

ITEM TITLE: Recommendations Airport Advisory Board Wishes to Make

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: