

**MINIMUM STANDARDS AND
REQUIREMENTS FOR
AERONAUTICAL SERVICES AND ACTIVITIES**

CLINTON REGIONAL AIRPORT

CLINTON, OKLAHOMA

DECEMBER 20, 2022

Upon receipt of written recommendation of the City Manager, the City Council shall include said matter upon the agenda of the next regular meeting of the City Council and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify or reject such lease or contract.

VII. LEASE OR CONTRACT

- A. Upon the approval of any such application as submitted or modified, the City shall cause to be prepared a ~~suitable lease or contract~~ agreement, setting forth the terms and conditions of the land and/or facility use, which lease, ~~or contract~~ shall in every instance will be substantially in the form and content of the sample lease agreement attached as Attachment "A" which may be updated periodically to confirm to FAA, OAC or local ordinances. ~~conditioned upon or contain language assuring:~~
- ~~1. That the Minimum Standards and Rules and Regulations be incorporated into said Lease or Contract by reference.~~
 - ~~2. That there be original and continued compliance with the Minimum Standards and Rules and Regulations required for each particular aeronautical activity approved.~~
 - ~~3. That any structure or facility to be constructed or placed upon said Airport shall be constructed in a manner to conform to all safety regulations of the State of Oklahoma and the City of Clinton and shall be in compliance with the requirements of current building codes and fire regulations of the City of Clinton, and that any construction once commenced will be diligently prosecuted to completion.~~
 - ~~4. That the right shall be reserved in the CAA to modify or add to the Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at the Airport, and the Rules and Regulations for Aviation and that any lease, contract or agreement entered into with applicant shall be terminated or canceled in the event of failure to comply with any modification or amendments to the Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at the Airport, and the Rules and Regulations for Aviation after notice thereof shall have been given.~~
- B. ~~No Airport Tenant shall engage in any business or activity on the Airport other than that specifically authorized under her/his particular category or categories.~~
- C. ~~Any Airport Tenant desiring to extend her/his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the CAA for permission to do so, setting forth in detail the reasons and conditions for the request. The CAA shall then grant or deny the request on such terms and conditions as the Board of Trustees deems to be prudent and proper under the circumstances.~~
- D. ~~Lessees will, at all times during the continuance of the term of the lease and any renewal~~

~~or extension thereof: conduct, operate and maintain for the benefit of the flying public, the services provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all time charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Lessor reserves the right to grant similar privileges to another operator or operators upon formal application by that operator, and upon demonstration of compliance with paragraphs IV and VIII herein.~~

- ~~B. E.~~ With the exception of current tenants in Space 8 – Phil Schmidt and Space 10 – Beaver Creek Aviation, LLC, all leases for airport construction shall contain a reversionary clause stating that any private construction of a facility on Airport property shall revert ownership back to the Airport upon the termination or conclusion of the lease. The prevailing leases for Spaces 8 & 10 shall not be subject to the reversionary clause until their present leases lapse. Otherwise, upon reversion, the immediate previous owner shall have first right of refusal to enter into a new rental agreement with the Airport for said facility.

VIII. STANDARD REQUIREMENTS FOR ALL AERONAUTICAL ACTIVITIES

Every applicant for permission to conduct aeronautical activities at the Airport shall satisfy the CAA that he or she meets the following requirements:

- A. That such applicant has a history of management and personnel ability in conducting the same or similar or comparable type of service or activity in good workman like manner.
- B. That such applicant has the financial responsibility and ability to provide facilities and services proposed.
- C. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed.
- D. That the applicant has or can furnish suitable indemnity insurance or bond to protect and hold the CAA harmless from any liability in connection with the conduct of the activity proposed. In considering every application for establishing aeronautical activities, the CAA shall give due consideration to whether such proposed activity would be detrimental to the public interest.
- E. All construction required of such operators should be in accordance with design and construction standards required or established by the City for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on Airport property, shall revert to the CAA, when and if the subject Lessee vacates the lease for any reason. All operators shall be required to furnish the CAA payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the City.
- F. The rates or charges for any and all activities and services of such operators shall be