



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Logistics Service Area

2601 Meacham Blvd.
Fort Worth, TX 76137



FEB 02 2015
Mr. Mark Skiles
City of Clinton, Oklahoma
P.O. Box 1177
Clinton, OK 73601

Dear Mr. Skiles:

Subject: Memorandum of Agreement (MOA)
DTFACN-15-L-00135
Runway 35 (VASI) Clinton Regional Airport
Clinton, Oklahoma

To improve administrative efficiency, the Federal Aviation Administration (FAA) has made a national policy determination to use the new format of a Memorandum of Agreement (MOA) to cover required land sites and easements for existing navigational aid (NAVAID) facilities operated by this agency. The MOA contains similar terms and conditions provided under the current no-cost land leases. There are many practical reasons for this decision. It is very labor intensive for both the airport and the FAA to attempt to maintain the paperwork. Also, the current lease process requires legal description of the property the Government is leasing. The new MOA process eliminates the use of legal descriptions and utilizes a listing of identified facilities.

The Federal Aviation Administration's Lease No. DTFA07-01-L-01560 providing FAA the necessary land site for the Runway 35 visual approach slope indicator (VASI) located at the Regional Airport, Clinton, Oklahoma expires by its terms on September 30, 2015.

It is our belief that the airport sponsor and the FAA will benefit from the new process. It will no longer be necessary for the airport sponsor to ensure that the legal descriptions are accurate, thus saving time and money. Many airports are currently under the new system and the necessary approvals go through much quicker.

Our FAA national legal counsel has reviewed and approved the MOA document and has assured us that this document is legal and binding. Also, this document will give you the same protection as when using a land lease.

Please be aware that this document will only apply to navigational aid facilities that are currently addressed under an on airport, no-cost land lease. It is not affecting any other lease with rental compensation that you may have with the FAA.

Enclosed are two copies of MOA No. DTFACN-15-L-00135. If this document is satisfactory, please have an authorized official sign all copies, insert date, and return one copy to the Department of Transportation, Federal Aviation Administration, Real Estate and Utilities, ALO-720, 2601 Meacham Blvd., Fort Worth, Texas 76137. The remaining copy is to be retained for your records.

We want to express our appreciation for your cooperation in implementing this new process. If you have any questions, please feel free to contact me at 817-222-5466 or Ms. Martha Turner at her direct line: 817-222-4458 or via email transmission at martha.turner@faa.gov.

Sincerely,

A handwritten signature in black ink that reads "Patsy J. McComis". The signature is written in a cursive, flowing style.

Patsy J. McComis
Real Estate Contracting Officer

Enclosure (2)

NO COST LAND ON AIRPORT MEMORANDUM OF AGREEMENT

MOA No: DTFACN-15-L-00135

Geographical Location: Clinton Oklahoma 73601

This agreement is made and entered into by the Clinton Municipal Airport. hereinafter referred to as Lessor for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Clinton Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jan 12): It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2015 and continuing through September 30, 2035. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-

1.3.3 No Cost Land on an Airport Memorandum of Agreement

Revised January 2012

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way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Clinton Municipal Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug-02): The FAA shall pay the Airport no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05): It is understood and agreed that the use of the herein described premises, known as Clinton Municipal Airport, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05): The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (Apr-05): Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00): The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The

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Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96): The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96): The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96): It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96): All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AIRPORT:

Airport Manager
Clinton Regional Airport
P.O. Box 1177
Clinton, Oklahoma 73601

UNITED STATES OF AMERICA:

Federal Aviation Administration
Central Logistics Service Area
Real Estate & Utilities Group, AL0-720
2601 Meacham Boulevard
Fort Worth TX 76137

11. Previous Lease(s)/Agreement(s): This agreement succeeds Land Lease number DTFA07- 01 - L - 01560.

12. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at site <http://fast.faa.gov/> and finding the form "Land On-Airport Lease".

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

13. SIGNATURES (Apr-04): The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF CLINTON, OKLAHOMA

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

By: _____

By: _____

Title: _____

Patsy J. McComis
Title: Contracting Officer

Date: _____

Date: _____

October 1, 2015

List of Facilities

MEMORANDUM OF AGREEMENT

DTFACN-15-L- 00135

CLINTON MUNICIPAL AIRPORT

Number	Facility	RWY Number	GSA Control Number	Comments
1	VASI	RWY 35	40022	Facility Site