

**MISSION STATEMENT: TO CREATE A HEALTHY, SAFE, DIVERSE, AND PROSPEROUS CITY
BY ENGAGING COMMUNITY MEMBERS TO DEVELOP AN ENRICHED QUALITY OF LIFE.**



AIRPORT COMMITTEE MEETING AGENDA

CITY OF ONTARIO OREGON

February 6, 2023 - 6:00 PM

Ontario City Hall

[Zoom Link](#)

Committee Members: Shay Myers _____ Bill Hager _____ John Freeburg _____ Gary Taylor _____
Shawn Coleman _____ David Bryant _____ Luke Keller _____
Alternate: Jim Bain _____

Ex Officio Members: John Kirby (City Council) _____ Dan Cummings (City Manager) _____

Airport Manager/Staff: Andy Wood _____

FBO: Silverhawk _____

- I. Public Comment
- II. Approval of Agenda
- III. Approval of Minutes
 - a. Approval for Jan 3, 2023 Minutes
- IV. Old Business
 - a. Replacement Wear Blade updates from Jacobs
 - b. Pest Control - Scott Phillips from Fish and Wildlife
 - c. Ontario BLM SEAT Base
 - d. Beacon Light Sensor
- V. New Business
 - a. Election of Officers
 - b. 2023 Hangar Lease Agreement
 - c. July 2018 - Tie Down Fee Schedule - Revision
- VI. Discussion Item
 - a. Discussion on Regional Airport
- VII. Committee Member Comments
- VIII. Adjournment



AIRPORT COMMITTEE MEETING MINUTES January 3, 2023

The scheduled meeting of the Ontario Airport Committee was called to order by Vice Chair Committee member Shawn Coleman at approximately 6:02 p.m. on Tuesday, January 3, 2023, in the Council Chambers of City Hall. Committee members present were John Freeburg, Shawn Coleman, Shay Myers, Bill Hager and. Ex Officio Members present were Dan Cummings, the City Manager Pro Tem and Councilor Kirby. Andy Wood, the Airport Manager, was also present. Members of the public present was Pete Morgan.

The meeting was audio recorded, and copies are available at the Airport by request.

APPROVAL OF AGENDA

Shay Myers moved, John Freeburg seconded, **TO ADOPT THE AGENDA AS PRESENTED**. The motion passed with unanimous consent.

APPROVAL OF MINUTES

There were no new minutes to approve at this meeting.

PUBLIC COMMENTS

A quorum was established for the meeting and Shawn began the meeting asking for any public comments.

Pete Morgan stating his background in agriculture and this time of year kill weeds around hangars and things now before summer and weeds come along. Pete encouraged the use of ground sterilant by prior contractor to control.

Shawn asked for comments.

Andy replied this is part of the agenda tonight.

OLD Business

Shawn turned the meeting to Shay.

Shay stated NOTAM notifications posted on the online forum for Airport closures. I don't know who is posting updates.

Andy responded this is covered in tonight's agenda and Pete Morgan will be stepping in for me



while I'm on leave.

PRESENTATION

New Airport Manager:

Andy stated my upcoming leave from January 19 to March 20, 2023. Dave Bryant, Pete Morgan, Dan Cummings and Austin Shaw are authorized NOTAM administrators during this period. We will be working as a team to ensure Airport is open, safe and improvements continuing.

Shawn raised the status of the firetruck for snow removal.

Andy replied he completed an assessment of the equipment and resources for the Airport. Maintenance checks implemented to minimize unnecessary breakdowns. Fire truck transmission blew up in early December, repaired and serviced ready for remaining winter months. During early December, we maintenance and serviced the 5yard Dump truck snowplow to maintain snow removal while the Firetruck was in the shop. Currently we have 2 snowplow trucks and the loader and 3 attachments available for the Airport.

Airport Improvement Lighting Project

Andy sated is a 3-stage process to best utilize next year's budget. Justin started Stage 1 and is complete this year's budget. Stages 2 and 3 will be in January 2024 budget request to be completed this year.

Review and update on Airport Lessees' contracts, insurance and aircraft details:

Andy stated this is being reviewed and updated to get to know everyone, their aircraft, areas of concern and improvements. Andy updated spreadsheet with Airport Lessees information as quick reference for the Airport, Pete Morgan and the City.

Airport NOTAMS:

Andy stated Pete Morgan will be the acting Airport Manager during his leave from January 19 to March 19, 2023. NOTAM administrators are Dan Cummings, Pete Morgan, Dave Bryant Lead TVCC Instructor and Austin Shaw Silverhawk. We will be working as a team to ensure Airport is open, safe and improvements continuing.

Andy asked for any questions or comments

John K comment moved us to Future Accomplishments regarding FBO lease agreement.

Future Accomplishments:



Silverhawk Lease:

John K raised the FBO lease agreement.

Dan stated hopefully the contract will be with Council in the next meeting hopefully. Attorneys have agreed to everything and hopefully a signed copy of the contract will be received. Frazier is signed off and completed. This will all be brought to Council at the same time for the release of Frazier Aviation and New Lease agreement with Silverhawk.

Airport Ground Maintenance Plan:

Shawn raised a question: referring to 5yard Dump Truck plow truck that is operational, correct? Andy stated Yes. Shawn asked, does it have a carbide steel bit from the City?

Shawn stated, there are two bits older style carbide and the newer City bits rubber flexible bits. Can the City swap it out for the newer rubber flexible style? As this will save a lot of wear and tear on the airport surfaces, approximately 80% less wear than the steel wear bits.

Bill stated that you can see the sparks from the old steel bits, when in use.

Shawn stated that the city has been using the newer style for 15 years with flexible bits that cause less wear to the airport pavement.

Andy stated the last snow fall was not plowed due to less than one inch of snow. Airport team decided to leave the plowing to minimize damages to the surfaces. Some pilots commented on the risk of leaving it as ice covered the surfaces. Airport team decided to leave it unplowed and let the forecasted weather wash it away.

It all worked out well in the end. We made our decision based on the potential wear bit damage to the airport surfaces. Previous snowfall of three inches plus we used the dump truck snowplow at 10mph to safeguard the mobility and use of the vehicle. The dump truck does rev very high as it moves to second gear and performs well at 25mph as you stay aware of the revs on the dump truck.

Shawn asked, is the wear bit was steel?

Andy replied Yes, it is. Shawn requested to have it replaced as the City has them in stock.

Dan stated, we could put this to public works.

Andy supported we can discuss this with Casey at Public Works.

Dan understood the bits were up to date with the rubber bits.

Shay stated, we didn't think we were going to utilize dump truck anymore and stated the loader

has a plow attachment.

Andy stated, the fire truck broke down, we had snow to move and needed a plow while the fire truck was being assessed and repaired. The loader is slow and less effective snow removal. We made the decision to assess the dump truck and recommission the use of the dump truck. The frontend loader works hard at about 15mph to remove snow.

Bill stated, the snow needs to be thrown at speed to clear the surface effectively.

Andy stated, we will make note about the wear bit and respond.

Jacobs - Airport Ground Maintenance:

Andy stated, Jacobs have been contacted to provide a proposal for a complete scope of works for ground maintenance and budget to submit with January 2023 budget requests.

Dan states, to clarify, we are proposing Jacobs will do all the maintenance at the airport instead of piece and part as in past years.

Bill stated one entity to blame.

Dan stated, The Airport Manager will still be responsible for the maintenance of the lights and things like that. Jacobs will only be responsible for the grounds, spraying and keeping weeds down along runway and grounds maintained like that, as what Pete was talking about. Again, the Airport Manager still will be responsible for the lighting and things like that.

Bill states that is more technical than what should be put on the Airport Manager's shoulders.

Dan stated it just hasn't worked out in the past contracting it out.

Bill stated, what are the chances the budget being passed to get this passed as we are in budget situation right now?

John K states, the City staff will prepare a suggested budget and we have other considerations. The budget is down by \$1M on marijuana income this year, because it has deflated not inflated. Our income will be less than we are anticipating last year.

Bill states more people are staying home buying milk and eggs.

Shay stated, no, they are buying it, it is just what you buy for \$10bucks, you can get for \$5bucks.

Bill states, have you checked the price of eggs.



Dan states they're \$5bucks a dozen.

Sprinklers:

Bill states will the Airport Manager be responsible for the sprinklers?

Dan stated, no Jacobs will be contracted, and they will be giving me a package to do all the ground keeping.

Andy states the sprinklers are winterized and scheduled to be turned on mid-March. Once the freeze is gone and ground is dried out, we will be looking at getting the sprinklers turned on.

Shawn states are you going to be turning it on/off?

Andy states, the system is automated on a Rainbird system. But if I see the dead grass, I'll be wondering why it is not getting watered. The only complication I can see at this time other than failing sprinkler head and stuff like that is when the jet boats come in to turn the water off to fill the ponds takes water away from our runway and other irrigated areas. I have talked with Dan about and what access we have to irrigation rights versus well use to find an alternative to fill the jet boating ponds rather than turning off the irrigation.

Shawn addresses Dan as Justin said when things in the past on the grass runway took precedence over the raceway off hours.

Dan states that is correct. There was one instance where their guys forgot to switch it back. But to answer your question. The Airport Manager will still be responsible for running the whole airport and looking at the grass runway. Jacobs will be mowing it and maintaining it. Airport Manager still has the responsibility to go around making sure everything's functioning properly and grass strip is growing. The physical work will be done by Jacob's.

Shay stated that surface water cannot be turned on before 15 April.

Dan stated that it is all irrigated by well, there is no surface water rights.

Bill states that anything above 50 foot is considered surface water.

Shay stated not sure of the limit, but agricultural surface watering is different.

Dan stated airport water rights are different we can water when needed. March is a little early to start irrigating around here but depends on the year.



Andy stated more about being prepared for the change. Andy requested the policy and procedures for pest control.

Dan stated that Justin had set up Fish n Game to do pest control. I don't know where he was with it but hopefully, he gave you all that information. Right now, there is one contractor doing it. We also found out that Fish n Game at no charge will do the trapping and killing coyotes, badgers and stuff. They also offer gopher and ground squirrel control. Justin was working to get that contract put together with Fish n Game to provide this service at no further charge to us.

Bill, Shane stated that they didn't know Fish n Game provided that service.

Dan stated that Fish n Game were called to control the coyotes and then offered the gopher and ground squirrel services. We will need to look in to getting this put together.

Shay and Bill talk about using this service privately.

Dan states that for government agency use it is a free service.

Shawn request is about the killing method meaning traps versus poison.

Dan states we have had them do the coyotes only.

Shawn request if we had them what method would they use?

Dan states I don't know.

COMMITTEE MEMBER QUESTIONS / COMMENTS

Shay states that you have asked about questions, and we are at the Questions part of the meeting.

Shawn request if anyone else has any questions or non-agenda items.

Dan states that having a memory check who does the minutes for you. Who is the secretary doing the minutes? Shay states someone at the City doing it?

Shawn states that from before we were doing off the recording Justin had done before, good question.

Dan states that the previous meeting was an update on the last meeting as it was a regular meeting. Somebody should have done minutes for it.



Shawn remembers Luke was taking notes on it. Shawn will check with Luke about it from last month on the Airport Master Plan.

John K states if the Fish n Game do the gopher control and stuff. When they do the grass strip, we might need some portable XX's to put out on the grass strip.

John F state that the traps out there could be tangled up in the airplane.

Shawn stated that this was the issue with traps versus grain poison.

Shawn states are there any further questions? We will move to adjourn.

ADJOURNMENT

Shay Myers moved, John Freeberg seconded, **THAT THE MEETING BE ADJOURNED.** The motion passed with unanimous consent at 6:33pm

ACCEPTED BY:

Member Signature





AGENDA REPORT
OLD BUSINESS
February 6, 2023

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: **REPLACEMENT WEAR BLADE UPDATES FROM JACOBS**

DATE: January 13, 2023

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
OLD BUSINESS
February 6, 2023

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: **PEST CONTROL - SCOTT PHILLIPS FROM FISH AND WILDLIFE**

DATE: January 13, 2023

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
OLD BUSINESS
February 6, 2023

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: **ONTARIO BLM SEAT BASE**

DATE: January 13, 2023

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
OLD BUSINESS
February 6, 2023

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: BEACON LIGHT SENSOR

DATE: January 13, 2023

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
NEW BUSINESS
February 6, 2023

To: Airport Committee

FROM:

SUBJECT: ELECTION OF OFFICERS

DATE: February 6, 2023

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

None



AGENDA REPORT
NEW BUSINESS
February 6, 2023

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: 2023 HANGAR LEASE AGREEMENT

DATE: January 13, 2023

PROPOSED MOTION:

SUMMARY:

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

1. 2023 Hangar Lease Template (Private)



LEASE AGREEMENT

Hangar Location

THIS AGREEMENT, made and entered into this day **January 01, 2023** by and between the **CITY OF ONTARIO, OREGON**, as first party, hereinafter referred to as the "LANDLORD" and, **Tenant NAME**, as second party, hereinafter referred to as "TENANT."

WITNESETH:

WHEREAS, LANDLORD is the owner of certain real property known and operated as the Ontario Municipal Airport; and

WHEREAS, TENANT desires to lease certain real property for airplane storage and hangar use.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein it is agreed as follows:

- 1) LANDLORD lease to TENANT and TENANT leases from LANDLORD the real property described in Exhibit "A," attached hereto and by this reference incorporated herein, for a period of TWENTY (20) years, commencing on the **1st day of January 2023**. If the lease is not in default, unless either party shall give written notice prior to each anniversary date of this lease, and subject to LANDLORD'S receipt from TENANT of the annual lease payment, the lease term will automatically renew for a successive ten-year term. A decision by LANDLORD to give TENANT written notice that LANDLORD does not intend to extend the ten-year term of this lease shall be based upon LANDLORD'S need to utilize the subject property for other airport or aircraft purposes.
- 2) TENANT shall pay to the LANDLORD as yearly rent the sum of **SIXTEEN POINT NINE FOUR (16.94)** cents per square foot of the property described in Exhibit "A", subject to the rights of LANDLORD to escalate said rental amount as more specifically provided for hereinafter. The parties hereto covenant and agree that the total area of the property described in Exhibit "A" is **Floor Area** square feet for the purposes of determining the annual rent herein. The annual rental amount shall be paid on or before the 15th day of August each year and is payable each year in advance.
- 3) It is mutually understood and agreed between the parties hereto that the rental amount may be adjusted upward or downward annually in the sole discretion of the Common Council of the City of Ontario. Such adjustment may be made in any year and shall be effective for the balance of the lease term or until further adjustment, if any. Any increase in rent shall not exceed the percentage increase in the Consumer Price Index for Oregon for the previous year. Adjustments to the rent shall not be made more frequently than one adjustment per year and each yearly adjustment shall not be an amount greater than 6% of the then existing rent.
- 4) The property shall be used to build an airplane hangar to be used primarily as storage of one or more airplanes. Any such construction shall be completed solely with TENANT'S labor and at TENANT'S expense.

- 5) Any new construction or improvements made on the property are to be approved writing prior to commencement of either, and the same to be constructed and operated conformity with all ordinances and regulations of the City period of time following expiration of the term or termination of the lease.
- 6) The TENANT will keep and maintain all structures on the leased property in a constant state of good repair, and will refrain from storing any airplane parts, equipment, or debris outside buildings and will keep the premises in a clean, sightly condition. Any aircraft hangar located on the leased premises shall have operative doors. It is mutually understood and agreed between the parties hereto that the building inspector of the City of Ontario shall have the right to inspect the premises periodically. In the event the building inspector of the City of Ontario deems any structure upon the leased premises not to be in compliance with any applicable statute, ordinance, rules or regulation or this agreement the TENANT agrees to correct such non-complying item at the TENANT'S sole expense.
- 7) The TENANT agrees to spray or otherwise control weeds located on and around the leased premises.
- 8) The color of paint used in all new construction and in the painting of any and all structures shall conform to the airport color scheme as adopted by the Airport Committee.
- 9) The TENANT shall not use leased land for any purposes other than those authorized herein without the written consent of the LANDLORD.
- 10) The LANDLORD reserves the right to further develop the airport or landing area of the airport as it sees fit.
- 11) The LANDLORD reserves the right, but not the obligation to maintain and keep in repair the landing area of the airport and all public facilities of the airport.
- 12) This lease shall be subordinate to the provisions of any existing or future agreement between the LANDLORD and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- 13) During the time of war or national emergency, the LANDLORD shall have the right to lease the landing area or any part thereof to the United States government for military or naval use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government shall be suspended.
- 14) Except with respect to activities for which the LANDLORD is responsible, the TENANT shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises and shall keep the premises free from any liens. If the TENANT fails to pay such claims or to discharge any lien, LANDLORD may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by LANDLORD and shall be payable on demand. Such action by LANDLORD shall not constitute a waiver of any right or remedy which LANDLORD may have on account of TENANT'S default.

TENANT may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as LANDLORD'S property interests are not jeopardized. If a lien is filed as a result of non-payment, TENANT shall, within ten days after knowledge of the filing, secure the discharge of the lien or deposit with LANDLORD cash or a sufficient corporate surety bond or other security satisfactory to LANDLORD in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

- 15) The TENANT shall obtain Commercial General Liability Insurance in a responsible company, with limits of \$1,000,000 each occurrence with a \$2,000,000 General Aggregate. Such insurance shall cover all risks arising directly or indirectly out of TENANT'S activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by LANDLORD'S negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT under the provisions of the indemnification paragraph contained herein, and shall protect LANDLORD and TENANT against any and all claims of third persons. TENANT is required to provide a copy of current insurance coverage to the city.

For purposes of compliance with this section, the LANDLORD may provide sufficient insurance, naming the TENANT as an additional insured. Should the LANDLORD be unable to obtain liability and property damage insurance which provides adequate coverage, the TENANT shall be responsible for such coverage as specified above. In the event the LANDLORD provides said insurance, LANDLORD makes no representations, warranties or assurances that said coverage is adequate for the purposes of protecting TENANT. The purpose of said insurance is solely for the protection of LANDLORD and nothing in this paragraph is intended to waive the limits as established in the Oregon Tort Claims Act, ORS 30.260 et seq., as it applies to LANDLORD.

Should the LANDLORD be required to pay additional or increased rates, the City shall have a right to surcharge the TENANTS in an amount in excess of the annual rental rate as defined in Section 3 of this agreement sufficient to reimburse the City.

- 16) No part of the leased property may be assigned to any third person without the prior written consent of the LANDLORD. This provision shall apply to all transfers by operation of law and to transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The LANDLORD shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

- 17) The following shall be events of default:

a) Failure of TENANT to pay any rent or other charge within thirty (30) days after it is due.

b) Failure of TENANT to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fifteen (15) days after written notice by LANDLORD specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied with the fifteen (15) day period, this provision shall be complied with if TENANT begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

c) Insolvency of TENANT; an assignment by TENANT for the benefit of creditors; the filing by TENANT of a voluntary petition in bankruptcy; and adjudication that TENANT is bankrupt or the appointment of a receiver of the properties of TENANT; the filing of an involuntary petition of bankruptcy and failure of the TENANT to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levy of execution on the leasehold interest and failure of the TENANT to secure discharge of the attachment or release of the levy of execution within thirty (30) days. If TENANT consists of two (2) or more individuals or business entities, the events of default specified in this paragraph shall apply to each individual unless within thirty (30) days after an event of default occurs the remaining individuals produce evidence satisfactory to LANDLORD that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of TENANT under the lease.

- 18) In the event of a default, the lease may be terminated at the option of the LANDLORD by notice in writing to TENANT. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance given under the provisions of paragraph 17(b) above set forth. If the property is abandoned by TENANT in connection with a default, termination shall be automatic and without notice.
- 19) If the lease is not terminated by election of LANDLORD or otherwise, LANDLORD shall be entitled to recover damages from TENANT for the default.
- 20) If the lease is terminated for any reason, TENANT'S liability for damages shall survive such termination, and TENANT shall vacate the property immediately and shall remove all improvements and buildings constructed on the leased premises and shall perform any necessary clean-up or other work required to lease the property in its original condition. Any improvements not removed within ninety (90) days after the termination of this agreement shall become the property of the LANDLORD. LANDLORD may re-enter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without the liability for damages.
- 21) The foregoing remedies shall be in addition to and shall not exclude any other remedy available to LANDLORD under applicable law.
- 22) Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
- 23) If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to the costs such sum as the court may adjudge reasonable as attorney fees, including attorney fees upon appeal.
- 24) Any notice required or permitted under this lease shall be given when delivered or when deposited in the United States mail as certified mail, addressed as follows:

To LANDLORD:
City of Ontario
444 SW 4th Street
Ontario, OR 97914

To TENANT:
Tenant NAME
Address
City, State, Zip Code

or to such other address as may be specified from time to time by either of the parties in writing.

- 25) Subject to the above-stated limitation on transfer of TENANT'S interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 26) If the TENANT fails to perform any obligation under this lease, the LANDLORD shall have the option to do so after fifteen (15) day's written notice to the TENANT. All of the LANDLORD'S expenditures to correct the default shall be reimbursed by the TENANT on demand with interest at the rate of 12% per annum from the date of expenditure by the LANDLORD.
- 27) In construing this lease, it is understood that the LANDLORD or TENANT may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, LESSEE, has caused these presents to be signed by its owner, this ____ day of _____, 2023.

CITY OF ONTARIO

TENANT

By: _____
Debbie Folden, Mayor

By: _____
TENANT NAME

ATTEST:

By: _____
Tori Barnett, MMC, City Recorder



AGENDA REPORT
NEW BUSINESS
February 6, 2023

To: Airport Committee

FROM: Andy Wood, Airport Manager

SUBJECT: JULY 2018 - TIE DOWN FEE SCHEDULE - REVISION

DATE: January 13, 2023

PROPOSED MOTION:

SUMMARY:

A motion to keep tie down fees as is or to update fees

BACKGROUND:

CURRENT SITUATION:

ANALYSIS:

- A. **STRATEGIC PLAN**
- B. **FINANCIAL**
- C. **TIMING**
- D. **POLICY/LEGAL**

ALTERNATIVES:

RECOMMENDATION:

ATTACHMENTS:

1. 201807 - Tie Down Fee Schedule

ONTARIO MUNICIPAL AIRPORT

TIE-DOWN FEE SCHEDULE

SINGLE ENGINE TWIN/TURBO HEAVY

DAILY RATE:

\$0

\$0

\$0

WEEKLY RATE:

\$20

\$40

\$60

MONTHLY RATE:

\$50

\$100

\$150

YEARLY RATE:

\$500

\$1,000

\$1,500

IN EFFECT AS OF JULY 2018 PER CITY RESOLUTION



VISA

