

**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
MONDAY, FEBRUARY 3, 2025, 6:00 PM, MT**
[Zoom Link](#)

Pursuant to the Public Meetings Laws and Rules within the Oregon Revised Statutes, the Airport Committee has the authority, ability, and standing to take action on any items on the Agenda, or add items to the Agenda, during a meeting, as long as all public meeting notice requirements have been met.

1) CALL TO ORDER

Roll Call: Bill Hager _____ John Freeburg _____ Gary Taylor _____ Charlotte Hatch _____
Michael Franks _____ Vice-Chair Rick Todd _____ Chairman Shawn Coleman _____
Alternate: Jim Beaumont

Council Liaison _____ City Manager _____ Airport Manager _____ FBO _____

2) PLEDGE OF ALLEGIANCE

This Agenda was posted on February 3, 2025. Copies of the Agenda are available from the City Hall Customer Service Counter and on the city's website at www.ontariooregon.org.

3) MOTION TO ADOPT THE AGENDA

4) MOTION TO ADOPT MINUTES

A) Airport Committee Meeting Minutes - January 6, 2025

5) Public Comment Citizens may address the Airport Committee; however, the Committee may not be able to provide an immediate answer or response. Out of respect to the Committee and others in attendance, please limit your comment to three (3) minutes. Please state your name and city of residence for the record.

6) NEW BUSINESS

- A) Nominations for Airport Committee Secretary
- B) Airport Fees - Landing and Tie Down Fees

7) REPORTS

A) Hangar Address Corrections

8) HAND-OUTS/DISCUSSION ITEMS

- A) 2025 NSTOL Event Update
- B) Silverhawk FBO 5YR Lease Renewal - September 30, 2026

9) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

10) ADJOURN



"The Gateway to Adventure"

Ontario Municipal Airport

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Airport Committee Meeting Minutes

January 6, 2025

The committee meeting was called to order by Chairman Shawn Coleman at 6:03 pm.

- 1) Roll Call:** Bill Hager-present, John Freeburg-present, Gary Taylor- present, Michael Franks-Present, Rick Todd-Present, Chairman Shawn Coleman-present, Alternate Jim Beaumont- present

Ex Officio members: John Kirby (City Council)-present, Dan Cummings (City Manager)-present.

Airport Manager: Andy Wood-present

FBO: Silverhawk: Absent

Public attendees: Toby Epler (JUB Engineering), Charlotte Hatch (TVCC), Susann Mills (City Council)

- 2) PLEDGE OF ALLEGIANCE:** Led by Chairman.
- 3) MOTION TO ADOPT THE AGENDA:** *Gary Taylor moved to approve the agenda as presented. John Freeburg second. Roll call vote: Bill-yes, John-yes, Gary-yes, Mike-yes, Rick-yes, and Shawn-yes. Motion carried 6/0/0.*
- 4) APPROVAL OF MINUTES:** *Gary Taylor moved to approve the minutes from 12/2/2024 as presented pending correction to Mike's name in paragraph 6C. Bill Hager second. Roll call vote: Bill-yes, John-yes, Gary-yes, Mike-yes, Rick-yes, and Shawn-yes. Motion carried 6/0/0.*
- 5) PUBLIC COMMENT** None
- 6) NEW BUSINESS:**
- A) *Land Lease: 139 Cessna.* Mike Franks and Tori Franks requested to enter a non-commercial airport ground lease for 139 Cessna. Dan Cummings advised Mike that a PDAC will be required for a new building at 139 Cessna. *Rick Todd moved to approve. Gary Taylor second. Roll call vote: Bill-yes, John-yes, Gary-yes, Mike-conflict of interest, Rick-yes, and Shawn-yes. Motion carried 5/0/0.*



"The Gateway to Adventure"

- B) *Transfer of Hangar 110 India and 120 Juliet:* Andy Wood presented leases for 110 India and 120 Juliet. Current owner passed away and descendants of the deceased, Ruth Strode and Jack Walker Jr., requested to take ownership. Dan Cummings noted the city must verify legal documentation confirming hangar ownership. *Rick Todd moved to approve the transfer of ownership assuming city legal verification. Mike Franks second.* Roll call vote: Bill-yes, John-yes, Gary-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 6/0/0.*
- C) *Airport Security near FBO, Hangar 185 and 175.* Andy Wood brought up for discussion that Life Flight was concerned about airport security between the FBO and Hangars 185 and 175. \$5,000 to \$8,000 installation estimation for gated fence between the FBO and Hangar 185 and 175. Another option discussed was installing a concrete bollard. The Committee decided to leave the matter alone, as the FAA has no standards for General Aviation Airport fencing, as stated by Toby Epler.

7) REPORTS

8) HAND-OUTS/DISCUSSION ITEMS

- A) *Calm Wind Runway.* Andy Wood presented calm wind data for the airport and prompted discussion on the designated calm wind runway for Ontario being 15. The city has had complaints of the traffic pattern being over the city of Ontario. Discussion between Committee members about switching to 33 for safety reasons or having no designated calm runway. Shawn moves to table discussion.

9) CORRESPONDENCE, COMMENTS AND EX-OFFICIO REPORTS

Toby Epler from JUB engineering confirmed the jet apron paving is scheduled for May 2025 and that BLM is still in the planning phase of airport development.

At the February meeting, there will be a Committee vacancy and vote will be held.

- 10) ADJOURN** *Moved by Bill Hager, Second by Gary Taylor.* Roll call vote: Bill-yes, John-yes, Gary-yes, Mike-yes, Rick-yes, and Shawn-yes. *Motion carried 6/0/0.* The meeting was adjourned at 7:17 pm.

Next meeting: Monday February 3, 2025, at 6 pm at Ontario City Hall.

Shawn Coleman - Chairman

Mike Franks - Secretary

City of Nampa
Fee Change Request Form

Department Public Works - Airport - Hangar Rentals and Land Leases

Effective Date 10/01/2024

Trans Code	New Fee?	Description	Current Fees	Proposed Fees	Percent Change	Est Annual Dollar Incr
		City Owned Rentals (monthly)				
	NO	Tie Downs	\$30.00	\$31.00	3.33%	
	NO	Shade Hangar	\$135.00	\$141.00	4.44%	
	NO	Pre 1990 T-Hangar	\$170.00	\$177.00	4.12%	
	NO	Standard T-Hangar	\$256.00	\$267.00	4.30%	
	NO	End T-Hangar	\$106.00	\$111.00	4.72%	
	NO	Oversized Standard T-Hangar	\$275.00	\$287.00	4.36%	
	NO	Twin T-Hangar	\$287.00	\$299.00	4.18%	
	NO	End Twin T-Hangar	\$125.00	\$130.00	4.00%	
		Ground Leases (yearly)				
	NO	Land Lease - Electrical Only, Grandfathered - footprint	\$0.220	\$0.229	4.09%	
	NO	Land Lease - Standard Rate, Grandfathered - footprint	\$0.260	\$0.271	4.23%	
	NO	Land Lease - Standard Rate, 0/5 Years - footprint	\$0.315	\$0.328	4.13%	
	NO	Land Lease - Standard Rate, Modified Leasehold	\$0.248	\$0.258	4.03%	
	NO	Land Lease - Standard Rate, Commercial Leasehold	\$0.351	\$0.366	4.27%	
	NO	Land Lease - Non-Aviation (Kings) Leasehold	\$0.285	\$0.297	4.21%	
	NO	Land Lease - Non-Aviation (Happy Valley) Leasehold	\$0.389	\$0.405	4.11%	

Comments on Competitiveness of New Rate

All rates increased by the Consumer Price Index (CPI) of 4.3% from January 2023 to December 2023, unless otherwise noted.

Rental Rates are rounded to the nearest whole dollar.

Reasons why Fee Change is Needed and What New Funding will be Used for

Fee increase needed for daily airport operations which consists of pavement and building maintenance, upkeep of airfield grounds, personnel, utilities, etc. while maintaining the current level of service.

2 Airport

SERVICE	FEE
Aviation Trailers, i.e. Glider Trailers	\$60.00 per year Effective 01/01/2021
Airport Apron Ground Lease - Lease Entered into After Dec. 2024	\$0.25 per sq. ft. per year with Annual Mountain Plains CPI Increase
Airport Hangar Ground Lease - Lease Entered into After Feb 2015	\$0.42 per sq. ft. with Annual Mountain Plains CPI Increase
Airport Hangar Rental Rate (City-Owned: Hangar Row)	\$2,000 per month Effective 12/03/2024
Automotive Parking Fee (City-Owned Property)	\$100 per vehicle per month Effective 12/03/2024
Commercial Aeronautical Permit Fee (Gross Sales <\$100,000)	\$500 Effective 12/03/2024
Commercial Aeronautical Permit Fee (Gross Sales \$100,000 to \$1,000,000)	\$1,000 Effective 12/03/2024
Commercial Aeronautical Permit Fee (Gross Sales > \$1,000,000)	\$2,000 Effective 12/03/2024
Commercial Non-Aeronautical Permit Fee (i.e. Rental Car / Transportation Network Company)	10% of Gross Income Effective 12/03/2024
Fuel Flowage Fee	\$0.05 per gallon
Landing Fees (Transient Aircraft)* = to & > than 8,000 lbs. MTOW	\$5.00 per 1,000 lbs. MTOW equal to and greater than 8,000 lbs. Effective 12/03/2024
Landing Fees (Transient Aircraft)* < 8,000 lbs. MTOW	\$5.00 Effective 12/03/2024
Lease Origination / Transfer Fee - Lease	3% of the greater of assessed or sale value
Proximity Gate Access Card	\$0.00 - Hangar owners - (Additional requested access \$40/yr, i.e. employees) \$40.00/yr - Subtenants & Non-Hangar Owners (i.e. glider pilots, balloon pilots, etc.) \$20.00 - Short-term access (i.e. contractors, air attack crews, etc.) \$60.00 - Lost gate card/replacement (Registered based aircraft 1/2 off) Effective 01/01/2021
Special Service Operator Fee (Gross Sales)	1% Gross Income Effective 01/01/2021

Any aircraft not recognized by the state of Utah as currently registered and based at the Heber Valley Airport is considered a transient aircraft.

HISTORY

Adopted by Ord. [2004-10](#) on 4/1/2004

Amended by Ord. [2017-4](#) on 1/19/2017

Amended by Ord. [2020-40](#) Amending Consolidated Fee Schedule on 11/17/2020

Amended by Res. [2022-23](#) on 9/6/2022

Adopted by Res. [2023-14](#) on 8/15/2023

Amended by Res. [2024-06](#) Amending Landing Fees and Definitions on 4/3/2024

Amended by Ord. [2024-13](#) on 6/18/2024

Amended by Ord. [2024-28](#) on 12/3/2024

Airport Fees

[Home](#) > [Groups](#) > [McCall Municipal Airport](#) > [Airport Fees](#)

McCall Airport Rates and Fees - July 25, 2024

Fuel Flowage Fees (per gallon)	0.08 AvGas/.08 Jet
Tie-Down Rates/per month (25% discount for paying six months in advance)	
Single Row, T-tie down areas	\$50.00
Single Engine & Small Twin long-term w/car parking, Future East Side	\$75.00
Twin Row, T-tie-down areas	\$77.25
Jet Row	\$945 - \$1035/month
Aircraft Parking - Fixed Wing - after four hours, flat rate charged per calendar day, and each consecutive day until departure	
Single Row - zero to 6,000 pounds, piston/turbine	\$5.00
Twin Row - 6,001 to 12,500 pounds, piston/turbine	\$7.50
Jet less than 12,500 pounds	\$42.00
Jet 12,500 and greater	\$46.00
All air ambulance and all On-Contract firefighting aircraft	no charge
Aircraft Parking - Helicopter - after four hours, flat rate charged per calendar day, and each consecutive day until departure	
Helicopter - zero to 6,000 pounds	\$5.00
Helicopter 6,001 - 12,500 pounds	\$7.50
Helicopter 12,500 - 20,000 pounds	\$42.00
Helicopter 20,000 pounds and over	\$46.00
All air ambulance and all On-Contract firefighting aircraft	no charge
APU Usage, over 30 minutes	\$100 per 10 minutes

New Land Leases (annually, per sq. ft. base year FY25 adjusts annually effective October 1 according to the percentage increase of the West Urban Consumer Price Index for the twelve calendar months prior and including the most recent month for which such an index is available.

Covered and Bare	0.322081 (adjusts annually based on CPI)
New Lease Prep Fee	\$300.00 Not to exceed \$1000 and not to exceed
Lease Assignment Fee	actual costs to personnel and expenses
Lease Termination Fee	\$50.00
Hangar Waiting List (\$100 non-refundable. \$400 will be transferred to first year annual lease, or refunded upon removal from list)	\$500.00
Landing Fees - Fixed Wing (per thousand pounds max takeoff weight)	
Zero to 8,000 pounds	no charge
Between 8,001 to 39,999 pounds	\$1.25
Between 39,999 to 74,999 pounds	\$2.25
Greater than 75,000 pounds	\$3.25
Based Aircraft, any weight	no charge
All air ambulance and all On-Contract firefighting aircraft	no charge
Landing Fees - Helicopter (per thousand pounds max takeoff weight)	
Zero to 6,000 pounds	no charge
Between 6,001 to 20,000 pounds	\$1.25
Between 20,001 to 60,000 pounds	\$2.25
Greater than 60,001 pounds	\$3.25
Based Aircraft, any weight	no charge
All air ambulance and all On-Contract firefighting aircraft	no charge
Car Rental Fees (on airport and picking up and dropping off at airport)	10% of gross receipts \$500.00 per year, landing fee @ \$ for weight rate/1000# credited against first \$500.00
Itinerant Commercial Operators	\$500.00 per year, landing fee @ \$ for weight rate/1000# credited against first \$500.00
FAR Part 137 Ag Operators, except fire fighters	\$1000.00 per year, landing fee @ \$ for weight rate/1000#
Scheduled Part 135 <10 seats	
Vehicle (non-aircraft) Parking Daily Rate	\$6.00

Vehicle operator leasing from airport or sub-leasing or receiving services from airport tenant.	\$170.00
Monthly rate paid in advance.	
Vehicle operator neither leasing from airport nor receiving services from airport tenant.	\$175.00
Monthly rate paid in advance	
Construction Project Fees	
New Hangar Construction Staff Review	\$155.00
Projects for Tenants Through Airport Staff	Cost + Admin. Fee
Administration Fee	10%

Fee Schedule as of October 1st, 2024 - [Resolution 24-11 Airport Fees](#)



Vector PLANEPASS® Billings and Collection Service Effective July 1, 2024, landing fees are managed by Vector Airport Systems via their PLANEPASS® service on behalf of the airport. If applicable, any fees paid to FBO(s) are separate from fees billed and collected by Vector. Operator Self-Service Portal Click Here: Vector's self-service payment portal allows operators to do the following: • View current invoices, download invoices to Excel • View account history • Enroll in electronic invoicing • Update contact information • Process credit card payments To log into the portal, please use the operator ID and invoice number shown on the Vector invoice. If you have not previously received an invoice from Vector, please contact our PLANEPASS® team to set up an account. Credit Cards Accepted: AVCARD, American Express, Visa, MasterCard, and Discover are accepted. There is a service provider processing fee of 3% of the total amount paid. Checks can be mailed to the remittance address shown in the upper left corner of any Vector invoice and must include the Invoice Number or Operator ID. Since Vector handles the billing for multiple airports, please make sure your payment is mailed to the airport payment address shown on the invoice. ACH/Wire Payments – Please email billing@vector-us.com to get banking details. Remittance information should also be sent to this email address. Contact PLANEPASS® 1-888-588-0028 (Option 1) billing@vector-us.com. Office hours: Monday through Friday, 9 am to 5 pm EST

Click here: [Authorization to Bill letter](#) to view Vector's Authorization to Bill letter.

[KMYL Website Content](#)

RESOLUTION # R2019-01

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EMMETT, IDAHO
EMMETT MUNICIPAL AIRPORT FEES**

WHEREAS the City Council held a Public Hearing on August 13, 2019 at 7:00 p.m. at City Hall, 501 E. Main Street, Emmett, Idaho; and

WHEREAS the purpose of the Public Hearing was to discuss raising certain airport fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho, that effective on and after January 1, 2020, the Emmett Airport shall have the following fees:

Daily Tie-Down Fee: \$3.00

Monthly Tie-Down Fee: \$15.00

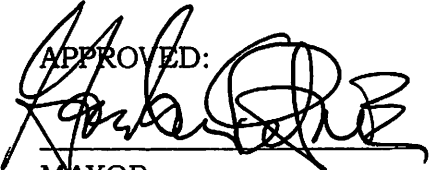
Annual Tie-Down Fee: \$225.00

Annual Hangar Lease Fee (based upon size of hangar, between 1 to 4 tie-downs): \$225.00 per tie-down + \$50.00

RESOLUTION introduced and passed August 27, 2019, by the following vote:

AYES: 6 NOES: 0 ABSENT: 0

APPROVED:


MAYOR

ATTEST:


CITY CLERK

**Caldwell Executive Airport
2025 Fee Schedule**

	2024		2024		2025	2025	2025	AR Fee Code & CR Type Code
	Current		Approved		Approved	Amount Increase		
Land Lease Rate (landside Access)	\$ 0.420	Sq Ft	\$ 0.420	Sq Ft	\$ 0.441	4.90%		
Land Lease Rate (No Outside Access)	\$ 0.320	Sq Ft	\$ 0.320	Sq Ft	\$ 0.336	4.90%		
FBO Ramp Bulk Rate	0.05		0.05		0.052	4.90%		
Market/ Non Aero Land	1.24		1.24		1.30	4.90%		
Taxiway (non-FAA) (One-time Access)	13.57		13.57		14.23	4.90%		
Elect. Private	42.76		42.76		44.86	4.90%		
Elect. Dauntless	58.61		58.61		61.48	4.90%		
Elect. Dishman	58.61		58.61		61.48	4.90%		
Electrical (Shared)	Pass Through		Pass Through		Pass Through	#VALUE!		
Tie Down (Day)	6.22		6.22		6.52	4.90%		
Tie Down (Month)/per space	\$ 50.00		\$ 50.00		\$ 50.00	0.00%		
Large Aircraft Tie Down (Month)	# of Spcs or \$279.72		# of Spcs or \$279.72		# of Spcs or 293.426	4.90%		
Fuel Flowage Fee	\$ 0.04	Per Gallon	\$ 0.04	Per Gallon	\$ 0.04	0.00%		
Tie Down Late Fee	\$ 25.00		\$ 25.00		\$ 25.00	0.00%		
Agricultural Land Lease Rate (plus Irrigation)	\$ 215.00		\$ 215.00		\$ 215.00	0.00%		
RPZ Space	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	0.00%		
Gate Cards	\$ 30.00		\$ 30.00		\$ 30.00	0.00%		
USER Parking at Hubler Bldg 8hrs or longer					\$ 16.00	NEW		
Airport Lease Processing Fee (New Lease)					\$ 250.00	NEW		
Airport Lease Processing Fee (Renewal/Amdement)					\$ 125.00	NEW		
After Hours Non Emergency Response Fee					\$ 125.00	NEW		

**Irrigation rate is averaged out and billed based off of cost, FY24 rate = 88.06

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT

Note 1: Section 2, Community Development, Planning, Signs and Engineering fees and charges are subject to a City of Bend surcharge of four percent (4%) to fund the City's Long Range Planning (LRP) program. The LRP surcharge does not apply to the SDC Schedule that is adopted separately from the Fees Resolution.

Note 2: All building permits, electrical permits, mechanical permits, plumbing permits and manufactured home permits are subject to a State of Oregon surcharge of twelve percent (12%). Manufactured Home placement permits are also subject to a thirty dollar (\$30.00) state administration fee. Manufactured Home Park construction permits are subject to a State of Oregon surcharge of fifteen percent (15%). These surcharges are payable with the payment of the permit costs. The surcharges are subject to change at the State's discretion.

Note 3: All building permits issued by the City of Bend will be assessed a fee of .33% (1/3rd of 1%) of the Building Permit Valuation for affordable housing pursuant to City Ordinance No. NS2255.

Note 4: All building permits issued by the City of Bend for commercial and industrial improvements that result in a new structure or additional square footage will be assessed a tax of .33% (1/3rd of 1%) of the Building Permit Valuation pursuant to Bend Municipal Code Chapter 9.45, Commercial and Industrial Construction Tax.

2.1	Building - Plan Review			
	Description	Fee	Unit	
2.1.01	Building plan review		65% of building permit fee	
2.1.02	Electrical, plumbing, accessibility, energy and fire prevention plan review		25% of applicable permit fee	
2.1.03	Fire and life safety plan review		40% of building permit fee	
2.1.04	Plan review for manufactured dwelling or recreational park plan review		65% of building permit fee	
2.1.05	Additional plan review required by changes, addition or revisions to approved plan (minimum charge 1/2 hour)	\$ 94.43	Per 1/2 hour or portion thereof	
2.1.06	Medical Gas Review		50% of medical gas permit fee	
2.1.07	Mechanical plan review - commercial		50% of mechanical permit fee	
2.1.08	Deferred submittal review fee		65% of the building permit fee for the specific deferred portion with a minimum fee of \$250.00	
2.1.09	Phased construction review fee		\$250 plus 10% of the total project building permit fee per phase not to exceed \$1,500.00 per phase	
2.1.10	Structural Plan Review is required for all signs attached to a building that weigh over 80 lbs, all projecting signs, all freestanding signs 6 ft or more in height, all freestanding signs 32 sq ft or more in area & all signs on a pitched or mansard roof.		65% of sign permit fee	
2.1.11	Master Reissue Program		The Building plan review fee for the Reissue applications will be 50% of the regular Building plan review fee	
2.2	Building - Building Permits			
	Description	Fee	Unit	
	The City may charge investigation fees for work commenced prior to permit issuance.			
2.2.01	Refunds: If a permit has been issued and/or a plan review request submitted and no work has been completed under the permit and/or the plan review has not begun, and provided the City receives a request in writing for a refund within 180 days of the permit issuance or application for review, the permit or plan review and associated fees are eligible for a refund.			
2.2.02	Building permit fees are determined based on construction valuation. All commercial applicants shall state the valuation of the project, all residential valuations will be determined utilizing the state mandated valuation calculation table. Please see the building division for the latest version of the valuation calculation table. For commercial projects, construction valuation should include all labor and materials; valuation should NOT include the cost of the land. This section covers structural/building permits as well as alarm and commercial suppression permits.			
	If your valuation is:			
	Minimum permit fee	\$ 217.20		Add'l Fee
	Valuation cost of \$2,001 to \$25,000	\$ 83.55	For first \$2,000	\$ 14.53 For each addtl \$1,000 or fraction thereof
	Valuation cost of \$25,001 to \$50,000	\$ 434.04	For first \$25,000	\$ 10.89 For each addtl \$1,000 or fraction thereof
	Valuation cost of \$50,001 to \$100,000	\$ 720.97	For first \$50,000	\$ 7.27 For each addtl \$1,000 or fraction thereof
	Valuation cost of \$100,001 and up	\$ 1,102.34	For first \$100,000	\$ 6.36 For each addtl \$1,000 or fraction thereof
2.3	Building - Plumbing Permits			
	Description	Fee	Unit	
2.3.01	Residential minimum permit fee	\$ 143.47	For 3 fixtures or less	
2.3.02	One and two family up to 40 fixtures when purchased as a unit (includes DWV/water distribution & first 100 ft. of water service, sanitary sewer & storm sewer)			
2.3.02a	One and two family/1 bath	\$ 439.48		
2.3.02b	One and two family/2 bath	\$ 759.11		
2.3.02c	One and two family/3 bath	\$ 945.26		
2.3.02d	Baths greater than 3	\$ 134.39	Each bathroom or portion thereof	
2.3.03	One and two family/solar non-prescriptive	\$ 213.39	Each system	
2.3.03a	Combo permit for prescriptive installations - One and two family/solar	\$ 307.83	Each system	
2.3.04	Individual fixtures, pumps or traps (Such as sink, lav., tub, drain, etc.)	\$ 43.59	Each fixture	
2.3.05	Water service - 100 ft	\$ 148.92	First 100 ft. or fraction thereof	
2.3.05a	Water service - additional footage	\$ 87.17	For each additional 100 ft. or fraction thereof	
2.3.06	Sewer service - 100 ft	\$ 148.92	First 100 ft. or fraction thereof	
2.3.06a	Sewer service - additional footage	\$ 87.17	For each additional 100 ft. or fraction thereof	
2.3.07	Storm or rain drain - 100 ft	\$ 148.92	First 100 ft. or fraction thereof	
2.3.07a	Storm or rain drain - additional footage	\$ 87.17	For each additional 100 ft. or fraction thereof	

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.3	Building - Plumbing Permits (continued)				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>	<i>Add'l Fee</i>	<i>Unit</i>
2.3.08	Commercial (other than R-3 & U-1)				
2.3.08a	Minimum fee 1-3 fixtures	\$ 218.84	1-3 fixtures		
2.3.08b	4-10 fixtures	\$ 426.77	4-10 fixtures		
2.3.08c	More than 10 fixtures - base fee	\$ 426.77	Base fee	\$ 43.59	For each fixture over 10
2.3.09	Recreational Vehicle & M/H Park				
2.3.09a	M/H park sewer collection & water distribution system	\$ 143.47			
2.3.09b	Inspection fee – 5 or less spaces	\$ 483.07			
2.3.09c	6 to 19 spaces	\$ 83.54	Each space		
2.3.09d	20 or more spaces	\$ 58.11	Each space		
2.4	Residential Fire Suppression Systems				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>		
2.4.01	Residence up to 2,000 sq ft	\$ 137.39	Each		
2.4.02	Residence from 2,001 to 3,600 sq ft	\$ 203.71	Each		
2.4.03	Residence from 3,601 to 7,200 sq ft	\$ 258.98	Each		
2.4.04	Residence from 7,201 sq ft and above	\$ 315.84	Each		
2.5	Medical Gas				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>	<i>Add'l Fee</i>	<i>Unit</i>
	If your valuation is:				
2.5.01	\$1.00 to \$5,000	\$ 157.92			
2.5.02	\$5,001 to \$10,000	\$ 157.92	For first \$5,000	\$ 2.37	Per each add'l \$100 or fraction thereof
2.5.03	\$10,001 to \$100,000	\$ 276.36	For first \$10,000	\$ 16.10	Per each add'l \$1,000 or fraction thereof
2.5.04	\$100,001 and up	\$ 1,726.83	For first \$100,000	\$ 11.05	Per each add'l \$1,000 or fraction thereof
2.6	Building - Mechanical Permits				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>		
2.6.01	<i>Residential R-3 and U-1</i>				
2.6.01a	Base permit fee – residential or commercial	\$ 83.54	Each permit		
2.6.01b	Installation or relocation of forced-air gravity type furnace or burner, including ducts & vents attached to such appliance up to & including 100,000 btu/h	\$ 32.69	Each		
2.6.01c	Installation or relocation of suspended heater, recessed wall heater or floor-mounted heater	\$ 22.71	Each		
2.6.01d	Installation, relocation or replacement of appliance vent installed and not included in an appliance permit	\$ 12.71	Each		
2.6.01e	Repair, alteration or addition to heating appliance, refrigeration unit, cooling unit, absorption unit, or heating/cooling/absorption unit or evaporative cooling system, including installation of controls	\$ 14.53	Each		
2.6.01f	Installation or relocation of boiler or compressor to and including 3 horsepower, or absorption system to and including 100,000 btu/h	\$ 30.87	Each		
2.6.01g	Installation or relocation of boiler or compressor over 3 horsepower, or absorption system over 100,000 btu/h and including 500,000 btu/h	\$ 44.50	Each		
2.6.01h	Air-handling unit of 10,000 cfm	\$ 30.87	Each		
2.6.01i	Evaporative cooler other than portable	\$ 16.34	Each		
2.6.01j	Ventilation fan connected to single duct	\$ 12.71	Each		
2.6.01k	Ventilation system that is not a portion of any heating or air-conditioning system authorized by a permit	\$ 18.16	Each		
2.6.01l	Installation of hood which is served by mechanical exhaust, including duct for hood	\$ 18.16	Each		
2.6.01m	For each appliance or piece of equipment regulated by code but not classed in other appliance categories	\$ 18.16	Each		
2.6.01n	For gas-piping system of one to four outlets	\$ 10.90	Each		
2.6.01o	For gas-piping system of five or more outlets	\$ 5.45	Each		
2.6.01p	HVAC system - residential	\$ 52.67	Each		
2.6.01q	Mini split heating and/or air conditioning system - compressor and up to 2 interior air handlers	\$ 32.69	Each system up to 2 air handlers	\$ 5.26	
2.6.02	<i>Commercial (other than R-3 and U-1)</i>				
	If your valuation is:				
2.6.02a	\$1.00 to \$2,000	\$ 114.49			
2.6.02b	\$2,001 to \$5,000	\$ 114.49	For first \$2,000	\$ 3.64	Per each add'l \$100 or fraction thereof
2.6.02c	\$5,001 to \$10,000	\$ 223.45	For first \$5,000	\$ 2.83	Per each add'l \$100 or fraction thereof
2.6.02d	\$10,001 to \$50,000	\$ 365.58	For first \$10,000	\$ 2.13	Per each add'l \$100 or fraction thereof

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.6	Building - Mechanical Permits (continued)				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>	<i>Add'l Fee</i>	<i>Unit</i>
2.6.02e	\$50,001 to \$100,000	\$ 1,218.33	For first \$50,000	\$ 1.97	Per each add'l \$100 or fraction thereof
2.6.02f	\$100,001 and up	\$ 2,205.32	For first \$100,000	\$ 1.74	Per each add'l \$100 or fraction thereof
2.7	Building - Electrical Permits				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>	<i>Add'l Fee</i>	<i>Unit</i>
	Note: If inspection fees are not charged on an hourly basis, there shall be 2 inspections allowed per permit for all permits except those for residential single or multi-family dwelling units, other than manufactured or modular dwelling units and except those for renewable energy. 4 inspections shall be allowed per permit for residential single or multi-family dwelling units, other than manufactured or modular dwelling units. 3 inspections shall be allowed per permit for renewable energy permits, unless otherwise noted.				
2.7.01	Residential - single or multi-family per dwelling unit with service included 1000 sq. ft. or less	\$ 399.53	Each dwelling unit		
2.7.01a	Each additional 500 sq. ft. or portion thereof	\$ 69.01	Each dwelling unit		
2.7.02	Each manufactured home or modular dwelling service or feeder	\$ 185.24	Each dwelling unit		
2.7.03	Service/feeders - installation, alteration or relocation 200 amps or less	\$ 227.01	Each		
2.7.04	Service/feeders - installation, alteration or relocation 201 to 400 amps	\$ 276.04	Each		
2.7.05	Service/feeders - installation, alteration or relocation 401 amps to 600 amps	\$ 455.83	Each		
2.7.06	Service/feeders - installation, alteration or relocation 601 amps to 1000 amps	\$ 575.69	Each		
2.7.07	Service/feeders - installation, alteration or relocation over 1000 amps	\$ 1,369.30	Each		
2.7.08	Reconnect only	\$ 185.24	Each		
2.7.09	Temporary services or feeders- installation, alterations or relocation 200 amps or less	\$ 185.24	Each		
2.7.10	Temporary service/feeders - installation, alteration or relocation 201 to 400 amps	\$ 254.25	Each		
2.7.11	Temporary service/feeders - installation, alteration or relocation 401 amps to 600 amps	\$ 341.42	Each		
2.7.12	Temporary service/feeders - installation, alteration or relocation over 600 amps or 1000 volts	\$ 575.69	Each		
2.7.13	Miscellaneous (service & feeder not included)				
2.7.13a	Each sign or outline lighting	\$ 185.24	Each		
2.7.13b	Signal circuit(s) or a limited energy panel Alteration or extension – commercial use	\$ 185.24	Each		
2.7.14	Renewable electric energy – 5 KVA system or less	\$ 218.84	Each		
2.7.14a	Renewable electric energy – 5.01 KVA to 15 KVA system	\$ 276.04	Each		
2.7.14b	Renewable electric energy – 15.01 KVA to 25 KVA system	\$ 455.83	Each		
2.7.14c	Renewable electric energy - 25.01 and above KVA systems (photovoltaic systems)	\$ 455.83	First 25 KVAs	\$ 15.31	Each add'l KVA (up to 100 KVA)
2.7.14d	Renewable electric energy - 25.01 KVA to 50 KVA systems (wind generation systems)	\$ 499.34	Each		
2.7.14e	Renewable electric energy - 50.10 KVA to 100 KVA systems (wind generation systems)	\$ 1,147.98	Each		
2.7.15	Photovoltaic systems - prescriptive installations (includes up to 4 inspections)				
2.7.15a	Combo permit for prescriptive installations - 5 KVA system or less	\$ 313.28	Each		
2.7.15b	Combo permit for prescriptive installations - 5.01 KVA to 15 KVA system or less	\$ 370.47	Each		
2.7.15c	Combo permit for prescriptive installations - 15.01 KVA to 25 KVA system or less	\$ 550.26	Each		
2.7.16	Limited energy – residential use				
2.7.16a	One and two family	\$ 90.80	Each		
2.7.16b	Multi-family	\$ 167.99	Each		
2.7.16c	Each additional inspection over the allowable in any of the above	\$ 114.41	Each		
2.7.16d	Branch circuits - new, alteration or extension per panel with purchase of service or feeder fee – each	\$ 16.35	Each circuit		
2.7.16e	Branch circuits - new, alteration or extension per panel without purchase of service or feeder fee – each	\$ 156.18	First branch circuit	\$ 16.35	Each add'l circuit
2.7.17	Master Electrical Program				
2.7.17a	Master electrical program annual permit	\$ 181.61	Each annually		
2.7.17b	Master electrical program inspection (includes travel time & inspection report preparation time) – ½ hour minimum	\$ 181.61	Per hour or portion thereof		
2.7.17c	Master electrical program inspection cancellation w/out 24 hour notice	\$ 181.61	Each		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.8	Building - Manufactured Homes Permits and Park Fees				
	Description	Fee	Unit	Add'l Fee	Unit
2.8.01	Manufactured dwelling and cabana installation permit - individual lot (includes prescriptive slab, runner or foundation & utility connections within 30 lineal ft)	\$ 1,067.84	Each installation		
2.8.02	Manufactured dwelling installation in manufactured home park & temporary placement permit (includes prescriptive slab, runner or foundation & utility connections within 30 lineal ft)	\$ 539.23	Each installation		
2.8.03	M/H Park Area Development Valuation Table: Valuation is based upon building valuation data found in Oregon Administrative Rules (OAR), Chapter 918, Division 600.				
	If your valuation is:				
2.8.03a	\$1 to \$500	\$ 38.14			
2.8.03b	\$501 to \$2,000	\$ 38.14	For first \$500	\$ 3.64	For each addtl \$100 or fraction thereof
2.8.03c	\$2,001 to \$25,000	\$ 114.41	For first \$2,000	\$ 21.78	For each addtl \$1,000 or fraction thereof
2.8.03d	\$25,001 to \$50,000	\$ 641.07	For first \$25,000	\$ 15.88	For each addtl \$1,000 or fraction thereof
2.8.03e	\$50,001 to \$100,000	\$ 1,056.94	For first \$50,000	\$ 10.89	For each addtl \$1,000 or fraction thereof
2.8.03f	\$100,001 to \$500,000	\$ 1,629.00	For first \$100,000	\$ 8.63	For each addtl \$1,000 or fraction thereof
2.8.03g	\$500,001 to \$1,000,000	\$ 5,193.91	For first \$500,000	\$ 4.99	For each addtl \$1,000 or fraction thereof
2.8.03h	\$1,000,001 & up	\$ 9,014.89	For first \$1,000,000	\$ 4.99	For each addtl \$1,000 or fraction thereof
2.8.04	M/H Space Fee Table: See table at end of fee schedule				
2.8.05	Recreation Park Space Fee Table: See table at end of fee schedule				
2.8.06	Mobile home park closure	\$ 427.10			
2.9	Miscellaneous Building Fees				
	Description	Fee	Unit	Add'l Fee	Unit
2.9.01	Moving permit (other than U-1)	\$ 377.77	Each structure		
2.9.01a	Moving permit (U-1 type structures - uninhabitable)	\$ 188.88	Each structure		
2.9.02	Pre-move inspection for structures moving within the City's jurisdiction	\$ 472.17	Each structure		
2.9.03	Pre-move inspection for structures moving into the City's jurisdiction from another jurisdiction	\$ 472.17	Each structure	\$ 188.87	Each hour
2.9.04	Re-roof permit – residential	\$ 254.25	Each		
2.9.05	Re-roof permit – commercial	\$ 63.17	For each 1,000 sq ft of roof or portion thereof (\$250.00 minimum charge)		
2.9.06	Re-inspection (beyond first 2 inspections)	\$ 188.87	Each		
2.9.07	Demolition permit - residential minimum	\$ 377.74	Each structure		
2.9.08	Demolition permit - commercial minimum	\$ 179.79	For each 1000 sq ft of structure or portion thereof (\$250.00 minimum charge)		
2.9.09	Research fees	\$ 188.87	Per hour or portion thereof		
2.9.10	Inspections, permits, plan reviews or other services outside of normal business hours (minimum 2 hours)	\$ 283.30	Per hour or portion thereof		
2.9.11	Inspections, permits, plan reviews, review time beyond two reviews or other services for which no fee is indicated (minimum charge 1 hour)	\$ 188.87	For each hour or portion thereof		
2.9.12	Temporary Certificate of Occupancy (commercial) or as determined by the Building Official	\$ 943.45	For each 30 day period		
2.9.13	Pre-permit meeting commercial and multi-family dwelling projects (may be required at time of building permit prior to submittal of permit application)	\$ 1,414.71	Per meeting not to exceed two hours		
2.9.13a	Pre-permit meeting individual tenant improvement projects (may be required at time of building permit prior to submittal of permit application)	\$ 472.17	Per meeting not to exceed two hours		
2.9.14	Fence	\$ 356.07	Up to 100 lineal ft	\$ 108.06	For each add'l 100 linear feet or portion thereof
2.9.15	Poles over 10 feet high (flag, light, etc.)	\$ 302.05	Each		
2.9.16	Change of use or occupancy	\$ 315.84	Minimum permit fee		
2.9.17	Residential temporary occupancy	\$ 188.87	Each 30 day period		
2.9.18	Permit reinstatement due to expiration	The fee for reinstated permits shall be proportional to the amount of review and inspection tasks remaining for the project as determined by the Building Official			
2.9.19	Temporary change of occupancy permit for an event occurring in a building in which the occupancy of the building would not allow such event				
2.9.19a	1-49 Occupants	\$ 226.19			
2.9.19b	50-299 Occupants	\$ 450.92			
2.9.19c	300-999 Occupants	\$ 901.85			
2.9.19d	1000+	\$ 1,803.70			
2.9.19e	Existing building certificate of occupancy where the building or suite has a legally established use and occupancy but that the City has no record of a certificate of occupancy	\$ 315.65	Each		
2.9.20	Barrier Removal Implementation Agreement	\$ 354.20	Each	\$ 188.86	For each add'l hour or fraction thereof

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.10 System Development Charges (SDCs)					
Reference Resolution No. 3377 for the current SDC Schedule. The SDC Schedule by category is adopted separately from the Fees Resolution.					
Bend Park and Recreation District (BPRD) SDCs and City SDC program fees remain in the Fees Resolution. The City SDC program fees are included to highlight services that are provided by the City and recover the associated administrative costs of the SDC program as needed.					
	Description	Fee	Unit		
2.10.01	System estimate	\$ -	Each		
2.10.02	SDC Deferral Program Application	\$ -	Available only for multi-unit residential development through 12-31-24, then all other residential development beginning 1-1-25, then development of any other type beginning 1-1-26, Per Bend Code 12.10.105 (F)		
2.10.03	SDC Deferral Program Recovery Fee		2% Assessed on total City SDC fees		
2.10.04	SDC Loan 5 year		6% Per Annum		
2.10.05	SDC Loan 10 year		7% Per Annum		
2.10.06	Childcare SDC Exemption Covenant	\$ -	Each		
2.10.07	SDC Pass-Through Credit Agreement	\$ -	Each		
2.10.08	SDC True Credit Agreement	\$ -	Each		
2.10.09	SDC Partial Assignment Agreement	\$ -	Each		
2.10.10	SDC Advanced Credit Agreement	\$ -	Each		
2.10.11	SDC Transfer Credit Agreement	\$ -	Each		
2.10.12	SDC Transfer Assignment Agreement	\$ -	Each		
2.10.13	SDC Objection	\$ 500.00	Each		
2.10.14	SDC Appeal	\$ 1,000.00	Each		
2.10.15	SDC Research and or Labor Fee (per hour)		Actual Cost of Service (Actual Cost of Service)		
2.10.16	Parks SDC (100% of maximum allowable charge)				
2.10.16a	a. Single Family Dwelling Units:			Parks SDC amounts are set by the Bend Park and Recreation District Board. They are included in the City's fee resolution since the City collects Park SDCs on their behalf.	
	i. Average Fee	\$ 11,266.00			
	ii. <600 square feet	\$ 8,066.00			
	iii. 601 - 1,200 square feet	\$ 9,058.00			
	iv. 1,201 - 1,600 square feet	\$ 10,004.00			
	v. 1,601 - 2,200 square feet	\$ 10,680.00			
	vi. 2,201 - 3,000 square feet	\$ 11,311.00			
	vi. >3,000 square feet	\$ 12,348.00			
2.10.16b	b. Multi Family Dwelling Units	\$ 7,661.00			
2.10.16c	c. Mobile Home Unit:	\$ 10,184.00			
2.10.16d	d. Accessory Dwelling Unit:	\$ 4,867.00			
2.10.16e	e. Dormitory per Person:	\$ 4,506.00			
2.10.16f	f. Hotel/Motel Unit:	\$ 7,776.00			
2.11	In-Lieu of Fees				
	Description	Fee	Unit		
2.11.01	In Lieu of Required Bicycle Parking Space	\$ 1,585.03	Per parking space required		
2.11.02	In Lieu of Required Sidewalk in Woodriver Village Subdivision	\$ 14.25	Per square foot, to increase by the Engineering News Record (ENR) Construction Cost Inflation Index annually		
2.11.03	In Lieu of Required Replacement Tree(s)	\$ 600.00	Per required replacement tree		
2.12 Special Assessments per Resolution No. 1975					
	Description	Fee	Unit		
2.12.01	Butler Market Road Assessment	\$ 265.00	Per lot		
2.13 Engineering Fees					
	Description	Fee	Unit	Add'l Fee	Unit
Right of Way (ROW) Permits					
2.13.01	Tier 1 Right of Way Permit - Low Impacts	Fees include one inspection (additional inspections may be assessed based on scope of work). Refer to Permit Guidance documents on the City of Bend website for additional information			
2.13.01a	Tier 1 Permit - Non-Franchise Utility	\$ 331.16	Each		
2.13.01b	Tier 1 Permit - Franchise Utility	\$ 331.16	Each		
2.13.01c	Tier 1 Rockery/Retaining Wall	\$ 318.23	Each		
2.13.01d	Right-of-way Permit issued under SFD without street cut	\$ 261.31	Each		
2.13.01e	Right-of-way Permit issued under SFD with street cut	\$ 445.00	Each - Fee includes inspections for driveway and asphalt repair		
2.13.01f	Existing Sidewalk Panel	\$ 159.11	Each		
2.13.01g	Temporary street use	\$ 331.16	Each		
2.13.02	Tier 2 Right of Way Permit - Medium Impacts	Fees include three inspections (additional inspections may be assessed based on scope of work). Refer to Permit Guidance documents on the City of Bend website for additional information			
2.13.02a	Tier 2 Permit - Local Road - Franchise/Non-Franchise Utility	\$ 789.10	Each		
2.13.02b	Tier 2 Permit - Collector or Arterial - Franchise/Non-Franchise Utility	\$ 1,276.78	Each		
2.13.02c	Night Work, In City ROW or Private Property	\$ 419.13	Each		
2.13.03	Tier 3 Right of Way Permit - High Impacts	Refer to the Permit Guidance documents on the City of Bend website for additional information			
2.13.03a	Tier 3 Permit (includes plan review and pre-construction meeting)	\$ 5,126.54	Base fee - first 2 sheets	\$ 1,217.28	Each additional sheet

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.13	Engineering Fees (continued)				
	Description	Fee	Unit	Add'l Fee	Unit
2.13.04	Tier 3 Right of Way Inspections	Tier 3 Right of Way Inspections are charged at an average cost of service. A waiver of average cost of service is available for customers who choose to pay the actual costs. For actual cost of service, a deposit will be required based on estimated hours. After completion of the project, any amount due shall be paid to the City and any unused balance of the deposit shall be refunded.			
2.13.04a	Average Cost	\$ 184.98	Per hour		
2.13.04b	Tier 3 Permit Plan Re-review or Supplemental review (more than 3 reviews)	\$ 525.20	Each		
2.13.04c	Revision to Approved Infrastructure Plans	\$ 661.03	Per sheet		
2.13.04d	Tier 3 As-built Verification	\$ 143.10	Per Hour		
2.13.05	Traffic Control (ROW Permit Review)	Fees include one inspection (additional inspections may be assessed based on scope of work). Refer to Permit Guidance documents on the City of Bend website for additional information			
2.13.05a	Level 1 - Low Impact to City Street System	\$ 327.28	Each		
2.13.05b	Level 2 - Medium Impact to City Street System	\$ 618.34	Each		
2.13.05c	Level 3 - High Impact to City Street System	\$ 2,276.74	Each		
2.13.05d	Minor Road Closure for Event	\$ 433.36	Each		
2.13.05e	Tree Trimming - Level I Traffic Control Plan	\$ 173.34	Each		
2.13.05f	Revision to approved Traffic Control Plan	\$ 183.69	Each		
2.13.06	Other Services and Permits				
2.13.06a	Permit revision	\$ 221.21	Each, applies to Tier 1 and 2 permits.		
2.13.06b	Additional Inspections and Reinspections	\$ 183.69	Per hour		
2.13.07	Drainage Permit				
2.13.07a	Drainage Review and Permit - Non-residential	\$ 1,130.61	Includes two reviews	\$ 143.10	Each additional review hour
2.13.07b	Drainage Review and Permit - Residential	\$ 240.61	Includes two reviews	\$ 143.10	Each additional review hour
2.13.08	Grading Only Permits	Fees include two inspections (additional inspections may be assessed based on scope of work)			
2.13.08a	Grading and Erosion Control Permit - Non-residential	\$ 1,130.61	Base		
2.13.08b	Grading and Erosion Control Review - Residential	\$ 240.61	Each		
2.13.08c	Rock crushing permit	\$ 698.54	Each		
2.13.08d	Blasting permit	\$ 551.07	Each		
2.13.08e	Materials Exception Application	\$ 254.84	Each		
2.13.08f	Tree Removal/New Street Tree	\$ 245.78	Each		
2.13.09	Engineering Hourly Rates by Function				
2.13.09a	City Engineer and Director Private Development	\$ 258.72			
2.13.09b	Principal Engineer	\$ 232.85			
2.13.09c	Project Engineer	\$ 206.98			
2.13.09d	Associate Engineer	\$ 162.99			
2.13.09e	Engineering Inspector	\$ 174.64			
2.13.09f	Permit Technician	\$ 162.99			
2.13.09g	Erosion and Sediment Control Inspector	\$ 174.64			
2.13.10	Sewer or Stormwater Inspections				
2.13.10a	Sewer or Stormwater TV inspection (first 400 LF) - includes cleaning and camera run for initial acceptance and 1-year warranty inspection	\$ 1,696.70	Each		
2.13.10b	Sewer or Stormwater TV inspection (over 400 LF)	\$ 1.16	Per lineal foot		
2.13.10c	Sewer or Stormwater TV Inspection - Site not ready Fee	\$ 115.50	Each occurrence		
2.13.10d	Sewer or Stormwater TV Inspection Fee - Existing Sewer	\$ 236.78	Each occurrence		
2.13.10e	Sewer or Stormwater TV Re-Inspection Fee	\$ 1.16	Per lineal foot		
2.13.11	Documents and Agreements				
2.13.11a	Contract for Extraterritorial Provision of Service and Consent to Annexation	\$ 338.92	Each		
2.13.11b	Extraterritorial Service Agreement	\$ 338.92	Each		
2.13.11c	Agreement Waiving Time Limit On Consent to annexation	\$ 338.92	Each		
2.13.11d	Right-of-way Dedication Deed	\$ 583.41	Each		
2.13.11e	Non-Statutory Development Agreement	\$ 4,243.01	Each		
2.13.11f	Public easement agreement	\$ 324.69	Each		
2.13.11g	Private easement agreement (standard or non standard form)	\$ 583.41	Each		
2.13.11h	Public Facility Improvement Agreement (PFIA) and Release	\$ 972.79	Each		
2.13.11i	Modification of PFIA	\$ 240.61	Each		
2.13.11j	Performance Agreement and Release (public)	\$ 1,289.72	Each		
2.13.11k	Warranty Agreement and Release	\$ 1,289.72	Each		
2.13.11l	Maintenance of Landscaping in Right of Way Agreement	\$ 698.54	Each		
2.13.11m	Initial Petition for LID Application	\$ 2,337.54	Each		
2.13.11n	Quitclaim Deed	\$ 579.53	Each		
2.13.11o	Application for Reimbursement District (NS-2008)	\$ 3,470.73	Each		
2.13.11p	Release of Engineering Agreements	\$ 579.53	Each		
2.13.11q	Revocable agreement	\$ 698.54	Each		
2.13.11r	Stormwater Maintenance Agreement	\$ 450.17	Each		
2.13.11s	Security and Improvement Agreement and Release	\$ 698.54	Each		
2.13.11t	Waiver of Remonstrance against the formation of an LID	\$ 433.36	Each		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.13	Engineering Fees (continued)				
	Description	Fee	Unit	Add'l Fee	Unit
2.13.12	Water and Sewer Analysis Water Availability/Fire Flow Analysis:				
2.13.12a	Basic Certificate	\$ 492.86	Each		
2.13.12b	Model Run Certificate	\$ 748.99	Each		
2.13.12c	Full Model Run Analysis Certificate	\$ 2,281.91	Each		
2.13.12d	Fire Hydrant - Fire flow test	\$ 514.85	Each		
2.13.13	Water reclamation (sewer) system analysis:				
2.13.13a	Basic Certificate	\$ 492.86	Each		
2.13.13b	Model Run Certificate	\$ 864.12	Each		
2.13.13c	Full Model Run Analysis Certificate	\$ 2,711.39	Each		
2.13.13d	Woodriver Village Sewer Upgrade	\$ 1,350.52	Each		
2.13.13e	Sewer/Water Analysis Exemption Fee	\$ 352.80	Each		
2.13.14	Transportation Review Analysis				
2.13.14a	Transportation Review Analysis Exemption	\$ 606.70	Each		
2.13.14b	Transportation Facilities Report (TFR): Average daily trip (ADT) generation estimate <700 and property does not abut Arterial Street	\$ 853.78	Each		
2.13.14c	TFR: ADT estimate <700 and property abuts Arterial Street	\$ 1,278.08	Each		
2.13.14d	Transportation Impact Analysis (TIA): ADT 700-999	\$ 3,336.19	Each		
2.13.14e	TIA: ADT 1000 to 2000	\$ 7,422.68	Each		
2.13.14f	TIA: ADT generation over 2001	\$ 10,818.38	Each		
2.13.14g	Transportation Planning Rule	\$ 12,661.76	Each		
2.13.15	Engineering Data and Mapping				
2.13.15a	Aerial Imagery (electronic, georeferenced)	\$ 3,078.77	Each		
2.13.15b	¼ Section Aerial Photo (electronic)	\$ 385.49	Each		
2.13.15c	¼ Section Topo (electronic)	\$ 385.49	Each		
2.13.15d	Permit change fee (enforcement of right of way permits)		Actual Cost of Service		
2.13.16	Building Permits Reviewed by Private Development Engineering				
2.13.16a	Commercial Building Permit Engineering Review	\$ 340.22	Each		
2.13.16b	Temporary Certificate of Occupancy (commercial) Engineering Review	\$ 390.67	Each		
2.13.16c	Cash Bond for Right of Way for Temporary Certificate of Occupancy	\$ 536.84	Each		
	Planning Fee Application Reviewed by Private Development Engineering				
2.13.17	Type I				
2.13.17a	Type I Land Use Application	\$ 419.13			
2.13.17b	Subdivision and partition final plat fee	\$ 984.43	Base fee - first 2 sheets	\$ 426.89	Per add'l sheet
2.13.18	Type II				
2.13.18a	Conditional use permit	\$ 419.13			
2.13.18b	Minor decision	\$ 419.13			
2.13.18c	Minor Master Plan	\$ 9,542.89	Base fee plus		
				\$ 261.31	Per acre up to 40 acres
				\$ 130.65	Per acre 41 to 100 acres
				\$ 67.27	Per acre over 100 acres
2.13.18d	Partition	\$ 836.96			
2.13.18e	Planned Unit Development (PUD) Modification	\$ 1,483.76			
2.13.18f	Replat, Partition	\$ 602.82			
2.13.18g	Replat, Subdivision	\$ 836.96			
2.13.19	Site Plans				
2.13.19a	Site plan alteration 5000 SF or less	\$ 836.96			
2.13.19b	Site plan alteration > 5000 SF	\$ 1,676.51			
2.13.19c	Site Plan Development < 5,000 SF	\$ 1,579.49			
2.13.19d	Site Plan Development 5,000-50,000 SF	\$ 2,979.16			
2.13.19e	Site Plan Development 50,000-75,000 SF	\$ 3,234.00			
2.13.19f	Site Plan Development > 75,000	\$ 4,320.62			
2.13.19g	Site Plan for New Use with no Building	\$ 970.20	Each		
2.13.19h	Subdivision (up to 25 lots)	\$ 3,851.05	Base fee plus		
2.13.19i	Subdivision (over 25)	\$ 45.28	Per lot		
2.13.19j	Subdivision - Phased (up to 25 lots)	\$ 4,557.35	Base fee plus		
2.13.19k	Subdivision - Phased (over 25)	\$ 51.74	Per lot		
2.13.19l	Surface Mining	\$ 1,682.97	Each		
2.13.19m	Tentative Subdivision Approval Modification	\$ 1,483.76			
2.13.19n	Variance Class C	\$ 970.20			
2.13.19o	Waiver & Modification of Public Improvement Standards	\$ 615.75			

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.13	Engineering Fees (continued)				
	Description	Fee	Unit		
2.13.19p	Wireless or broadcast facility	\$ 1,682.97			
2.13.20	Type III				
2.13.20a	Appeal of Hearing Officer or Planning Commission Decision with Engineering Issue	\$ 1,734.72			
2.13.20b	Appeal of a Limited Land Use Decision or Land Use Decision with Engineering Issue	\$ 1,734.72			
2.13.20c	Master Development Plan	\$ 16,072.98	Base fee plus		
				\$ 260.75	Per acre up to 40 acres
				\$ 130.38	Per acre 41 to 100 acres
				\$ 66.74	Per acre over 100 acres
2.13.21	Type IV				
2.13.21a	General Plan Map Amendment with or without Concurrent Zone Change	\$ 2,763.13			
2.13.21b	General Plan or Development Code Text Amendment	\$ 1,741.19			
2.13.21c	Development Agreement per ORS chapter 94	\$ 16,072.98			
2.13.21d	UGB Expansion	\$ 8,039.72			
2.13.22	Planning - Other				
2.13.22a	Completeness check - Partition	\$ 197.92			
2.13.22b	Completeness check - Subdivision/Site Review	\$ 197.92			
2.13.22c	Completeness check - Site review > 5000 SF	\$ 197.92			
2.13.22d	Modification of Application - Pending Application		25% of current base fee		
2.13.22e	Modification of Approval (non subdivision or site plan)		50% of current base fee		
	Pre-Application Meeting				
2.13.22f	Vacation of right of way	\$ 5,130.42			
2.13.22g	Annexation agreement	\$ 8,117.34	Each		
2.13.22h	Annexation Fee	\$ 397.14	Per acre		
2.14	Planning Fees				
	Application fees must be paid prior to the city making a determination of whether the application is complete.				
	Related Applications. All applications involving multiple abutting lots with substantially similar proposals are subject to a base fee for the first lot, plus 50% of the base fee for each additional lot included in the request.				
	Per Acre Fee. All per acre fees will be rounded up to the nearest acre for the project site. Type III and Type IV applications processed concurrently are only subject to one per acre fee listed in section 2.15 of this resolution; in these instances the highest of the applicable per acre fee will be assessed.				
	Hearings Officer. In order to pay the rate charged by the Hearings Officer, all applications reviewed by a Hearings Officer, including but not limited to appeals and remands, are subject to a deposit of 65% of the original application fee(s) or \$10,000 whichever is less; in no case shall the deposit be less than \$2,000. At the conclusion of the hearing process, any unexpended funds will be refunded to the applicant/appellant. In the event that the deposited funds are insufficient to cover the expense of the Hearings Officer's decision, the applicant/appellant shall be responsible for paying the additional costs. All Expedited and Middle Housing land division applications are subject to a Hearings Officer deposit at the time of submittal.				
	Replat Fees. The Replat fees are applied for the reconfiguration or elimination of lots or parcels. If new lots or parcels are created, the subdivision or partition fees apply depending on the number of new properties created.				
2.14.01	Type I				
	Description	Fee	Unit		
2.14.01a	Adjustment Request	\$ 1,488.74	Each		
2.14.01b	Design Review Type I	\$ 1,488.74	Each		
2.14.01c	Final Plat – Partition	\$ 1,409.26	Each		
2.14.01d	Final Plat Subdivision - Less than 10 lots	\$ 1,515.24	Each		
2.14.01e	Final Plat Subdivision - 10 to 20 Lots	\$ 1,839.82	Each		
2.14.01f	Final Plat Subdivision - 21 or More Lots	\$ 2,414.45	Each		
2.14.01g	Home Business - Class B	\$ 1,333.08	Each		
2.14.01h	Lot of Record Verification Single Family & Duplex in Subdivision	\$ 1,399.32	Each		
2.14.01i	Lot of Record Verification Commercial/Industrial/Institutional/Multi Family/Single Family no Subdivision	\$ 1,796.76	Each		
2.14.01j	Minimum Development Standards Review (Commercial/Industrial/Institutional/Multi-family)	\$ 1,863.00	Each		
2.14.01k	Minimum Development Standards Exemption	\$ 614.38	Each		
2.14.01l	Minor Decision - Type I	\$ 500.11	Each		
2.14.01m	Property Line Adjustment	\$ 1,844.78	Each		
2.14.01n	Short Term Rental, Type I	\$ 1,217.16	Each		
2.14.01o	Temporary Use	\$ 910.80	Each		
2.14.01p	Wireless or Broadcast Facility Review - Type I	\$ 1,311.55	Each		
2.14.02	Type II				
	Description	Fee	Unit	Add'l Fee	Unit
2.14.02a	Cemetery Subdivision	\$ 2,046.82	Base fee	\$ 52.99	Per lot
2.14.02b	Conditional Use Permit	\$ 4,727.88	Each		
2.14.02c	Declaratory Ruling-Administrative Decision	\$ 3,424.61	Each		
2.14.02d	Design Review CB Zone - Track 1	\$ 2,434.32	Each		
2.14.02e	Design Review Deschutes River, Administrative	\$ 2,859.91	Each		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.14	Planning Fees (continued)				
	Description	Fee	Unit		
2.14.02f	Design Review for Minor Alterations	\$ 2,381.33	Each		
2.14.02g	Design Review New construction/Major Alterations	\$ 2,434.32	Each		
2.14.02h	Expedited Land Division (three or fewer parcels)	\$ 9,401.11	Each (plus Hearings Officer Deposit)		
2.14.02i	Expedited Land Division (four or more lots)	\$ 17,999.06	Base fee plus (plus Hearings Officer Deposit)		
				\$ 291.46	Per lot up to 25 lots
				\$ 233.50	Per lot 26-75 lots
				\$ 57.96	Per lot over 75 lots
2.14.02j	Home Business - Class C	\$ 3,356.71	Each		
2.14.02k	Middle Housing Land Division	\$ 9,401.11	Each (plus \$2,000 Hearings Officer Deposit)		
2.14.02l	Minimum Development Standards Review - Type II	\$ 2,127.96	Each		
2.14.02m	Minor Decision - Type II	\$ 1,369.51	Each		
2.14.02n	Minor Master Plan	\$ 39,038.54	Base fee plus		
				\$ 1,066.46	Per acre up to 40 acres
				\$ 533.23	Per acre 41 to 100 acres
				\$ 273.24	Per acre over 100 acres
2.14.02o	Partition	\$ 9,401.11			
2.14.02p	Planned Unit Development (PUD) Modification	\$ 7,808.04			
2.14.02q	Public Easement Removal	\$ 2,214.07			
2.14.02r	Replat, Partition		1/2 of Partition Base Fee		
2.14.02s	Replat, Subdivision		1/2 of Subdivision Base Fee		
2.14.02t	Short Term Rental, Type II	\$ 3,386.52	Each		
2.14.02u	Signs - Adjustment to Standards	\$ 2,434.32	Each Sign		
2.14.02v	Signs - Appeal of Decision	\$ 2,363.11	Each Application		
2.14.02w	Signs - Minor Master Sign Plan	\$ 3,048.70	Each Application		
2.14.02x	Signs - Major Master Sign Plan	\$ 4,572.22	Each Application		
2.14.02y	Signs - Sign Plan Revision Major (3 or more signs)	\$ 1,470.53	Each Application		
2.14.02z	Signs - Sign Plan Revision Minor (2 or fewer signs)	\$ 930.67	Each Application		
2.14.02aa	Signs - Variance	\$ 2,323.37	Each Application		
2.14.02ab	Site Plan Alteration 5,000 sq/ft or Less	\$ 3,230.86			
2.14.02ac	Site Plan - Major Alteration	\$ 15,132.53	Base fee plus		
				\$ 1,112.83	Per 1,000 sq ft for portion between 5,000 sq ft and 50,000 sq ft
				\$ 500.11	Per 1,000 sq ft for portion between 50,000 and 75,000 sq ft
				\$ 255.02	Per 1,000 sq ft for portion over 75,000
2.14.02ad	Site Plan New Development (include all area within the building footprint(s), including under-structure parking)	\$ 16,859.74	Base fee plus		
				\$ 1,071.43	Per 1,000 sq ft for portion between 5,000 sq ft and 50,000 sq ft
				\$ 500.11	Per 1,000 sq ft for portion between 50,000 and 75,000 sq ft
				\$ 253.37	Per 1,000 sq ft for portion over 75,000
2.14.02ae	Site Plan for New Use With No Building	\$ 2,845.01	Each		
2.14.02af	Solar access permit	\$ 2,426.04	Each		
2.14.02ag	Solar Shade Exemption	\$ 2,426.04	Each		
2.14.02ah	Subdivision	\$ 17,109.79	Base fee plus		
				\$ 296.42	Per lot up to 25 lots
				\$ 238.46	Per lot 26-75 lots
				\$ 59.62	Per lot over 75 lots
2.14.02ai	Subdivision - Phased	\$ 18,045.43	Base fee plus		
				\$ 296.42	Per lot up to 25 lots
				\$ 238.46	Per lot 26-75 lots
				\$ 59.62	Per lot over 75 lots
2.14.02aj	Surface Mining	\$ 14,345.93	Each		
2.14.02ak	Temporary permit	\$ 1,859.69	Each		
2.14.02al	Variance, Class A	\$ 2,715.84	Each		
2.14.02am	Variance, Class B and C	\$ 4,138.34	Each		
2.14.02an	Waiver & Modification of Public Improvement Standards	\$ 2,083.25	Each		
2.14.02ao	Wireless or Broadcast Facility Review - Type II	\$ 3,050.35			

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.14.03	Type III and IV				
	Description	Fee	Unit	Add'l Fee	Unit
2.14.03a	Appeal of Administrative Permit Decision (in accordance with ORS 227.175, including maximum cap) There is no charge for an appeal by a recognized Neighborhood District for an appeal of a decision for a site within the neighborhood boundary	\$ 250.00			
2.14.03b	Appeal of a Limited Land Use Decision, Land Use Decision or Type I Application		100% of current base fee and 4% LRP surcharge, up to \$6,883.20		
2.14.03c	Appeal of Expedited or Middle Housing Land Division Decision in accordance with ORS 197.375	\$ 300.00	Each		
2.14.03d	Declaratory Ruling to Hearings Officer	\$ 5,585.69	Each		
2.14.03e	Declaratory Ruling to Planning Commission (Policy Matter)	\$ 5,911.92	Each		
2.14.03f	Design Review CB Zone Track 2	\$ 5,744.66	Each		
2.14.03g	Deschutes River Design Review	\$ 7,157.23	Each		
2.14.03h	Master Plan or Special Planned District	\$ 65,756.45	Base fee plus		
				\$ 1,066.46	Per acre up to 40 acres
				\$ 533.23	Per acre 41 to 100 acres
				\$ 273.24	Per acre over 100 acres
2.14.03i	MR Zone Review Per Plan (facilities or master)	\$ 65,756.45	Base fee	\$ 356.04	Per Acre
2.14.03j	Short Term Rental Development Designation	\$ 7,157.23	Each		
2.14.03k	Zone Change	\$ 8,619.48	Each		
2.14.03l	Comprehensive Plan Map Amendment With or Without Concurrent Zone Change	\$ 21,130.56	Base fee plus		
				\$ 1,020.10	Per acre first 10 acres
				\$ 510.05	Per acre 11 to 40 acres
				\$ 256.68	Per acre over 40 acres
2.14.03m	Comprehensive Plan or Development Code Text Amendment	\$ 25,936.27	Each		
2.14.03n	Development Agreement per ORS Chapter 94				
2.14.03o	UGB Expansion	\$ 28,570.97	Base fee plus	\$ 558.07	Per acre
2.14.04	Planning - Other				
	Description	Fee	Unit		
2.14.04a	Address Change	\$ 510.05	Each		
2.14.04b	Address Miscellaneous		Actual Cost of Service		
2.14.04c	Approval Extensions	\$ 675.65	Each		
2.14.04d	Pre-Application Meeting		Each		
2.14.04e	DMV Licensing, Land Use Compatibility Statement or Zoning Only Verification	\$ 271.58	Each		
2.14.04f	Extended Area Notice		Actual Cost of Service		
2.14.04g	Modification of Application - Pending Application		25% of current base fee		
2.14.04h	Modification of Approval (prior to plat recording or occupancy)		50% of current base fee		
2.14.04i	New Street Name	\$ 104.33	Each		
2.14.04j	Postage/Notification Type II	\$ 264.96	Included in Base Fee - Only Use for Additional Charges		
2.14.04k	Postage/Notification Type III	\$ 503.70	Included in Base Fee - Only Use for Additional Charges		
2.14.04l	Postage/Notification Type IV	\$ 574.08	Included in Base Fee - Only Use for Additional Charges		
2.14.04m	Reconsideration of Decision		25% of current base fee		
2.14.04n	Refund/ Withdrawal of application - No Public Notice Sent/ Prior to Completeness Determination		25% of all Planning Application fees paid (including Fire, PDE, and LRP) will be retained, up to \$3,000		
2.14.04o	Refund/ Withdrawal of application - Notice Sent/ After Completeness Determination if Notice not Required		50% of all Planning Application fees paid (including Fire, PDE, and LRP) will be retained		
2.14.04p	Refund/Withdrawal of application - After Initial Public Hearing		All Planning Application fees will be retained. Not eligible for a refund.		
2.14.04q	Reopen the Record or Remand of Decision		50% of current base fee		
2.14.04r	Research and or Labor Fee (per hour)		Actual Cost of Service		
2.14.04s	Street Name Change	\$ 6,337.29	Each		
2.14.04t	Transcript Fee		Actual Cost of Service		
2.14.04u	Property History/Zoning Verification Letter	\$ 1,950.77	Each		
2.14.04v	Vacation of right of way	\$ 9,061.63	Each		
2.14.05	Planning Fees in Engineering Permits				
	Description	Fee	Unit	Add'l Fee	Unit
2.14.05a	Tier 3 Permit Review	\$ 642.25	Base fee - first 3 hours		
2.14.05b	Grading Permit (includes plan review and inspection)	\$ 208.66	Each		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.14.06	Planning Fees in Building Permits				
	Description	Fee	Unit		
2.14.06a	New Address	\$ 104.33	Per address		
2.14.06b	Re-review - for significant review on 3rd revision or final	\$ 208.66	Each		
2.14.06c	Re-Inspection for more than two site inspections	\$ 208.66	Each		
2.14.06d	Residential Addition or Alteration	\$ 501.77	Each		
2.14.06e	New Commercial, Industrial, Institutional, Multi-Family or Addition (0-99 sheets)	\$ 2,894.69	Each		
2.14.06f	New Commercial, Industrial, Institutional, Multi-Family or Addition (100-199 sheets)	\$ 5,736.38	Each		
2.14.06g	New Commercial, Industrial, Institutional, Multi-Family or Addition (200-299 sheets)	\$ 8,824.82	Each		
2.14.06h	New Commercial, Industrial, Institutional, Multi-Family or Addition (300+ sheets)	\$ 11,900.02	Each		
2.14.06i	Commercial Plan Re-Review (0-25 sheets changed)	\$ 890.93	Each		
2.14.06j	Commercial Plan Re-Review (26-50 sheets changed)	\$ 1,412.57	Each		
2.14.06k	Commercial Plan Re-Review (50-75 sheets changed)	\$ 1,952.42	Each		
2.14.06l	Commercial Plan Re-Review (75-100 sheets changed)	\$ 2,469.10	Each		
2.14.06m	Historic Compliance Review	\$ 208.66	Each		
2.14.06n	Tenant Improvement	\$ 705.46	Each		
2.14.06o	Minor Tenant Improvement	\$ 410.69	Each		
2.14.06p	Minor Improvement (eg: fence, wireless facility co-location or retaining wall)	\$ 314.64	Each		
2.14.06q	New Dwelling Unit Review	\$ 824.69	Per dwelling unit		
2.14.06r	Minor Residential Remodel, Addition, Alteration (interior)	\$ 168.91	Each		
2.14.06s	Minor Mechanical/Electrical/Roof Replacement Review	\$ 112.13	Each		
2.14.07	Historic Applications				
	Description	Fee	Unit	Add'l Fee	Unit
2.14.07a	Demolish or remove a non-contributing / non-historic structure	\$ 2,431.01	Each		
2.14.07b	Demolish or remove a contributing / primary historic structure	\$ 3,240.79	Each		
2.14.07c	Construct a new structure in a historic district or on a resource property	\$ 4,828.76	Each		
2.14.07d	Major alteration/addition of a historic or non-historic structure in a historic district or property	\$ 4,235.22	Each		
2.14.07e	Minor alteration/addition of a historic or non-historic structure in a district or property	\$ 3,308.69	Each		
2.14.07f	Move historic structure from/into historic district or property	\$ 3,916.44	Each		
2.14.07g	Ordinance to remove/add a property to the city's inventory of designated historic and cultural resources	\$ 4,860.71	Each		
2.14.07h	Ordinance to add a historic district to the city's inventory of designated historic and cultural resources. (fee does not apply to nominations to the National Park Service for National Register Historic Districts.)	\$ 16,137.72	Base fee plus	\$ 10,133.06	Per acre
2.14.07i	Ordinance to add Drake Park or Old Town historic districts to the city's inventory of designated historic and cultural resources.	\$ 9,926.06	Base fee plus	\$ 1,182.38	Per acre
2.14.07j	Appeal Landmarks Commission decision to City Council	\$ 6,604.13	Base fee plus	Actual Cost of Service	
2.14.07k	Signs, awnings or canopies installed on a historic site/building (building – mounted & freestanding)	\$ 712.08	Each		
2.14.07l	Interior window sign in a historic building	\$ 405.72	Each		
2.14.07m	Minor Historic Decision - Type I	\$ 500.11	Each		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.14.08	Planning Documents and Agreement				
	Description	Fee	Unit		
2.14.08a	Build over lot line agreement	\$ 415.66	Each		
2.14.08b	Non-Statutory Development Agreement	\$ 5,431.68	Each		
2.14.08c	Performance Agreement and Release (Private)	\$ 993.60	Each		
2.14.08d	Private easement agreement	\$ 746.86	Each		
2.14.08e	Private Shared Parking Agreement	\$ 746.86	Each		
2.14.08f	Release of Planning Agreement	\$ 741.89	Each		
2.14.08g	Restrictive Covenant	\$ 746.86	Each		
2.14.08h	Use Agreement for Compliance with City Code	\$ 415.66	Each		
2.14.08i	Residential Occupancy Exception Agreement	\$ 253.00	Each		
2.14.09	One-Time UGB Expansion (SB 1537)				
	Description	Fee	Unit		
2.14.09a	Comprehensive Plan Text Amendment	\$ 25,935.95	Each		
2.14.09b	Comprehensive Plan Map Amendment	\$ 21,130.10	Each		
2.14.09c	Urban Growth Boundary Amendment	\$ 28,570.60	Each		
2.14.10	Sign Permits				
	Description	Fee	Unit	Add'l Fee	Unit
2.14.10a	Temporary sign registration fee				
2.14.10b	Portable sign in Downtown District registration fee	\$ 108.48	Per calendar year		
2.14.11	Illuminated and Non-Illuminated Signs: Building or freestanding signs without internal lighting or other electrical components				
2.14.11a	Up to 8 sq ft	\$ 240.47	Base fee plus 65% of base fee if 2.1.10 applies		
2.14.11b	Over 8 sq ft and up to 40 sq ft	\$ 332.68	Base fee plus 65% of base fee if 2.1.10 applies		
2.14.11c	Over 40 sq ft and up to 80 sq ft	\$ 423.08	Base fee plus 65% of base fee if 2.1.10 applies		
2.14.11d	Over 80 sq ft	\$ 491.78	Base fee plus 65% of base fee if 2.1.10 applies		
2.14.11e	Sign on Wall or Window that is Painted, Vinyl or Paper	\$ 240.47	Each sign plus	\$ 3.62	
2.14.11f	Investigation fee (for commencement of work without a permit)	\$ 227.18	per hour or portion thereof (minimum charge 1 hour)		
2.14.11g	Sign Recovery	\$ 101.25	Per occurrence		
2.14.11h	Mural sign	\$ 596.65			
2.14.11i	Additional plan review for alteration of, or addition to, an existing sign or sign structure that will result in less than 30 percent change to the original sign size, shape or height of a sign. Also includes alterations to the sign location on the same site, illumination, and the replacement of materials. Alterations or additions beyond 30% of the original sign or sign structure size, shape or height of a sign require the submittal of a new sign permit and applicable fees.	\$ 144.64	Each plus	\$ 233.23	Per hour or fraction thereof for any part of an hour over 30 minutes
2.14.11j	Renewal of expired permit	50% of current sign permit fee	Or \$90.29 whichever is greater		
2.14.11k	Accelerated Quick Start – Optional Program (if city can accommodate)	2 times the total sign permit fees	Or \$178.99 whichever is greater		
2.15	Annexation Fees				
	Description	Fee	Unit		
2.15.01	Annexation fee per acre, or portion thereof	\$ 1,356.26	Per acre or as otherwise authorized by the Council in an annexation agreement. This fee is exempt from the Long Range Planning Surcharge of 4%.		
2.15.02	Annexation agreement (Planning Division fee)	\$ 31,225.54	Each		
2.16	Ballot Measure 49 Claims				
	Description	New Fee	Unit	Add'l Fee	Unit
2.16.01	Initial Claim Filing	\$ 7,142.88	Base fee plus	\$ 1,242.00	Per dwelling/lot/ parcel
2.17	Fire Prevention Plan Review Fees				
	Description	Fee	Unit		
2.17.01	Type I Fire Prevention Reviews				
2.17.01a	Change of use	\$ 112.61	Each		
2.17.01b	Design Review – Minor Alteration	\$ 86.11	Each		
2.17.01c	Site Plan – Minor Alteration	\$ 213.62	Each		
2.17.02	Type II Fire Prevention Reviews				
2.17.02a	Change of use	\$ 177.19	Each		
2.17.02b	Conditional Use	\$ 301.39	Each		
2.17.02c	Design Review – Track 1	\$ 221.90	Each		
2.17.02d	Design Review for Minor Alterations	\$ 91.08	Each		
2.17.02e	Design Review - New construction/Major Alterations	\$ 304.70	Each		
2.17.02f	Partition – Comm/Indust/Institutional	\$ 319.61	Each		
2.17.02g	Partition – Residential	\$ 365.98	Each		
2.17.02h	Planned Unit Development (PUD) – Modification	\$ 377.57	Each		
2.17.02i	Site Plan – Major Alteration	\$ 771.70	Each		
2.17.02j	Site Plan – New Development	\$ 917.42	Each		
2.17.02k	Subdivision - Comm/Indust/Institutional	\$ 1,114.49	Each		
2.17.02l	Subdivision – Residential	\$ 1,175.76	Each		
2.17.02m	Subdivision – Phased Residential	\$ 1,285.06	Each		
2.17.02n	Tentative subdivision Approval Modification	\$ 629.28	Each		
2.17.02o	Variance – Class A	\$ 175.54	Each		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 2. COMMUNITY DEVELOPMENT					
2.17	Fire Prevention Plan Review Fees (continued)				
	Description	Fee	Unit		
2.17.02p	Variance – Class B Comm/Indust/Institutional/Multi-family	\$ 496.80	Each		
2.17.02q	Variance – Class B Single Family/Duplex/Triplex	\$ 319.61	Each		
2.17.02r	Variance – Class C	\$ 409.03	Each		
2.17.03	Type III Fire Prevention Reviews				
2.17.03a	Design Review CB Zone – Track 2	\$ 317.95	Each		
2.17.04	Master Development Plan or Special Planned District Fire Prevention				
2.17.04a	Smaller than 20 acres	\$ 2,580.05	Each		
2.17.04b	21 to 40 acres	\$ 2,750.62	Each		
2.17.04c	41 to 100 acres	\$ 3,848.54	Each		
2.17.04d	Larger than 100 acres	\$ 5,166.72	Each		
2.17.04e	MR Zone Review per plan (facilities or master)	\$ 2,676.10	Each		
2.17.05	Type IV Fire Prevention Reviews				
2.17.05a	Comprehensive Plan Diagram Map Amendment	\$ 1,435.75	Each		
2.17.05b	Plan Text Amendment	\$ 1,033.34	Each		
2.17.05c	Development Agreement per ORS Chapter 94	\$ 3,638.23	Each		
2.17.06	Pre-submittal Partition	\$ 56.30	Each		
2.18	Property Tax Exemption				
	Description	Fee	Unit		
2.18.01	Affordable Rental Housing and Non-Profit Tax Exemption Application				
2.18.01a	Up to 15 units	\$ 315.00	Each		
2.18.01b	16 to 30 units	\$ 630.00	Each		
2.18.01c	31 or more units	\$ 840.00	Each		
2.18.02	Multi-Unit Property Tax Exemption				
2.18.02a	Multi-Unit Property Tax Exemption Application Fee	\$ 5,800.00	Each		
2.19	Community Development General Administration				
	Description	Fee	Unit	Add'l Fee	Unit
2.19.01	Reproduction and printing fees - black and white; 11 x 17 or smaller	\$ 1.82	First page	\$ 0.18	Each additional page
2.19.02	Reproduction and printing fees – color; 11 x 17 or smaller	\$ 2.42	First page	\$ 0.61	Each additional page
2.19.03	Large format printing – black and white; larger than 11 x 17	\$ 6.05	Per sheet		
2.19.04	Large format printing – color; larger than 11 x 17	\$ 49.61	Each		
2.19.05	Copies - CD, each	\$ 13.31	Each		
2.19.06	Recording Fees (County)		Actual Recording Cost + 25%		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 3. LEGAL and JUDICIAL:			
3.1	Municipal Court		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
3.1.01	Setting aside conviction or arrest record (expungement)	\$ 85.00	Each
3.1.02	Court costs		
3.1.02a	Traffic & ordinance violation	\$ 11.00	Each
3.1.02b	Criminal	\$ 22.00	Each
3.1.02c	Suspension packet	\$ 12.00	Each
3.1.02d	Vacate conviction and/or suspension	\$ 26.00	Each
3.1.02e	Supervision of Deferred Adjudication and Probation and Administrative Fee	\$ 31.00	Per Court Appearance
3.1.02f	Payment Plan Administrative Fee	\$ 30.00	Per Payment Plan
3.1.02g	Bicycle Safety School Administrative Fee	\$ 40.00	Per Class Authorized
3.1.02h	Citation Administrative Fee	\$ 65.00	Per Violation/Infraction
3.1.03	Failure to appear		
3.1.03a	Arraignment or subsequent appearance (except trial)	\$ 50.00	Each
3.1.03b	Trial (no jury)	\$ 159.00	Each
3.1.03c	Suspend (ORS regulated)	\$ 15.00	Each
3.1.03d	Warrant	\$ 26.00	Each
3.1.03e	Miscellaneous Petitions/Motions	\$ 50.00	Each
3.1.04	Collection Agency Charges: (court per ORS 137.118)		17.50% of the balance, up to a \$250 maximum.
	Note: Accounts sent to collection are subject to legal judgment collection fees charged by the collection agency (fees that are incurred during the process of filing a legal judgment and costs incurred during the collection of debt). These fees are payable upon payment of account balance.		
	Note: In addition to the fees listed above, additional fines and fees may be assessed by court order by the Municipal Court Judge.		
3.2	Parking Penalties		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
3.2.01	Parking Penalties		
3.2.01a	Overtime Parking and Meter Violation (Paid within 48 hours)	\$ 12.00	Each
3.2.01b	Overtime Parking and Meter Violation (Paid within 10 days)	\$ 25.00	Each
3.2.01c	Overtime Parking and Meter Violation (Paid after 10 days)	\$ 45.00	Each
3.2.02	Prohibited Parking	\$ 50.00	Each
3.2.03	Habitual Parking Offender		
	The penalty for repeated parking violations within any 365 consecutive day period shall be increased as follows:		
3.2.03a	1. Five to nine parking violations:	200%	of applicable penalty
3.2.03b	2. Ten to fourteen parking violations:	300%	of applicable penalty
3.2.03c	3. Fifteen or more parking violations:	400%	of applicable penalty
3.2.04	Parking Citation Administrative Fees		
3.2.04a	a. Parking Citation Administrative Fee	\$ 15.00	Each
3.2.04b	b. Parking Citation Online Payment Administrative Fee	\$ 2.25	Each
	If the violator refuses to pay the above fees, then the violator's vehicle may be subject to impoundment and/or booting fees of \$150.00 in addition to the violation fees described above.		
	The fees listed in this section may be reduced by written policies adopted by the City Manager or the Parking Hearing Officer that adopts standards for granting the reduction. Additional fees may apply for parking services provided by third-party vendors. Use of such services is voluntary. In no event shall parking vendor fees exceed the fee amounts authorized by agreement with the City.		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 4. REGULATORY:			
4.1	License Fees		
	Description	Fee	Unit
(All license fees are annual unless specified otherwise. Bend Code reference is noted in parenthesis.)			
4.1.01	Rentals		
4.1.01a	Americans with Disabilities Act Sign Rental	\$ 5.00	per sign
4.1.01b	Outlet Adapter Rental	\$ 50.00	per adapter
4.1.02	Refunds		
4.1.02a	Refund/Withdrawal of a license, permit or registration application		Maximum of 75% of fee
4.1.03	Secondhand Dealers and Pawn Brokers (7.25)		
4.1.03a	Annual license application (plus any applicable state fees)	\$ 80.00	
4.1.04	State Liquor License Application Endorsements		
4.1.04a	Liquor License (ORS 471 and 472)	\$ 25.00	
4.1.04b	Liquor License Temporary (ORS 471 and 472)	\$ 25.00	
4.1.05	Private Security (7.15)		
4.1.05a	Private Security Company License (7.15.010)	\$ 80.00	
4.1.06	Right of Way Licenses (7.20)		
4.1.06a	Sidewalk Vendor Annual Application	\$ 500.00	
4.1.06b	Sidewalk Vendor Deposit	\$ 350.00	
4.1.06c	Sidewalk Café Annual Application	\$ 200.00	
4.1.07	Special Events (7.40)		
4.1.08	Permit Application	\$ 1,000.00	
4.1.09	Special Event Permit - Race-only Application	\$ 500.00	
4.1.09a	Accessibility plan review	\$ 55.00	
4.1.10	Additional fee for utilization of Police Department personnel for services including but not limited to traffic safety and event security		Actual Cost of Service, estimated as follows: Traffic Officer \$134/hr Police Officer \$130/hr Community Service Officer \$119/hr Corporal \$134/hr Sergeant \$145/hr
4.1.10a	Additional fee for traffic signal operational changes performed by Oregon Department of Transportation (ODOT)		Actual Cost of Service, estimated as follows: ODOT Electrical Support \$150/hr
4.1.10b	Appeal of Permit Decision	\$ 200.00	Per appeal
4.1.11	Vehicle for Hire Licenses (7.35)		
4.1.11a	Initial Application - Taxi	\$ 600.00	
4.1.11b	Initial Application - Transportation Network Company	\$ 2,300.00	
4.1.11c	Appeal of License Decision - Taxi	\$ 200.00	Per taxi appeal
4.1.11d	Appeal of License Decision - Transportation Network Company (TNC)	\$ 400.00	Per TNC appeal
4.1.11e	Alcohol Consumption Permit for Approved Vehicles	\$ 130.00	Per Year, Per Vehicle
4.1.12	Business Registration (7.05.045)		
4.1.12a	For profit business	\$ 110.00	per year initial registration
4.1.12b	Non-profit business	\$ -	
4.1.12c	Late Filing Fee (eligible up to 30 days past expiration)	\$ 20.00	
4.1.12d	Renewal Fee	\$ 85.00	per year
4.1.13	Marijuana Business Operating Licenses (7.50.035)		
4.1.13a	Original Application	\$ 1,000.00	Per application
4.1.13b	Renewal Application	\$ 500.00	Per application
4.1.13c	Modification of Approved Application	\$300, or Actual cost of service in the event staff review is greater than \$300	
4.1.13d	Appeal of License Denial	\$1,000 deposit, then actual cost of service	
4.1.13e	Untimely Application for Renewal or Modification (past 30 days of renewal/modification date)	\$ 500.00	Per application
4.1.14	Burning Permits		
4.1.14a	Burning permit: Agricultural & commercial	\$ 20.00	Per year
4.1.15	Social Gaming License (7.30)		
4.1.15a	Annual License Application	\$ 80.00	Per table
4.1.15b	Appeal of License Decision	\$ 100.00	Deposit, the actual cost of service
4.1.16	Noise Variance Permit (5.50)		
4.1.16a	Permit Application	\$ 250.00	Per application
4.1.16b	Appeal of Permit Decision	\$ 100.00	Per appeal

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 4. REGULATORY:			
4.1	License Fees (continued)		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
4.1.16c	Short Term Rental License (7.16)		
4.1.17	Short Term Rental Application	\$ 350.00	Per application
4.1.18	Short Term Rental Renewal Application	\$ 255.00	Per application
4.1.19	Short Term Rental Application Late Fee	\$ 55.00	Per application
4.1.20	Short Term Rental Transportation Fee		See 6.10.02e
4.1.21	Appeal of License Decision	\$ 200.00	Per appeal
4.1.22	Commercial Parklet Accessibility Plan Review	\$ 50.00	Per application
4.1.23	Commercial Parklet Application	\$ 1,000.00	Per application
4.1.24	Commercial Parklet Renewal Application - minimal or no changes	\$ 250.00	Per application
4.1.25	Commercial Parklet Renewal Application - major changes requiring staff inspection	\$ 750.00	Per application
4.1.26	Monthly Commercial Parklet Fee (per space or portion thereof)	\$ 60.00	Per month, per space
4.1.27	Appeal of Café, Vendor or Parklet License Decision	\$ 100.00	
4.1.28	Qualified Contractors Licenses (3.40)		
4.1.28a	Qualified Contractor Annual Application	\$ 250.00	Each
4.1.28b	Qualified Contractor Appeal of License Decision	\$ 55.00	Per appeal

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 5. UTILITY CHARGES:			
5.1	Utility Administrative Fees		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
5.1.01	Account Service Deposit	\$ 125.00	
	Note: Deposits are required for new customers to the City for water and sewer utilities, previous customers who have not maintained a full year of good credit, and any previous customer sent to collections. Deposits are refundable without interest if no shutoff or late payments occur within one year of the first billing period. Deposits may be transferred to new accounts or to cover any outstanding amounts owing on other accounts of the same account-holder.		
5.1.02	Account Set Up Fee	\$ 15.00	
5.1.03	Delinquent Account Collection Charges		
5.1.03a	Late Notice Fee	\$ 10.00	
5.1.03b	Sewer and/or Stormwater Service Delinquency Fee	\$ 20.00	
5.1.04	Franchise Fees assessed against water and sewer revenues, excluding deposits, for customers residing within the City of Bend.	6%	Franchise fees are assessed to City customers to reimburse the City for the cost of the utility license fee set forth in Bend Municipal Code Section 3.20.020
	Note: Water Delinquency Fees are included in section 5.2		
5.2	Water		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
	All water service charges will be prorated based on a 30-day billing cycle unless otherwise specified. * Charges determined under contract with specific entities may take precedent over fees listed below.		
5.2.01	Metered water fees-Inside City		
	Minimum water charge for metered accounts according to meter size		
5.2.01a	3/4" meter	\$ 27.07	
5.2.01b	1" meter	\$ 31.14	
5.2.01c	1 1/2" meter	\$ 41.20	
5.2.01d	2" meter	\$ 53.33	
5.2.01e	3" meter	\$ 85.72	
5.2.01f	4" meter	\$ 122.11	
5.2.01g	6 " meter	\$ 223.15	
5.2.01h	8" meter	\$ 344.45	
5.2.01i	10" meter	\$ 486.00	
5.2.01j	12" meter	\$ 651.75	
5.2.01k	All water use	\$ 2.25	Per 100 cu ft
5.2.02	Metered water fees-Outside City		
	Minimum water charge for metered accounts according to meter size		
5.2.02a	3/4" meter	\$ 40.61	
5.2.02b	1" meter	\$ 46.71	
5.2.02c	1 1/2" meter	\$ 61.81	
5.2.02d	2" meter	\$ 80.00	
5.2.02e	3" meter	\$ 128.59	
5.2.02f	4" meter	\$ 183.18	
5.2.02g	6 " meter	\$ 334.73	
5.2.02h	8" meter	\$ 516.67	
5.2.02i	10" meter	\$ 729.02	
5.2.02j	12" meter	\$ 977.64	
5.2.02k	All water use	\$ 3.37	Per 100 cu ft
5.2.03	Bulk sales charge		
	Charges for bulk sales of water shall be as follows per:		
5.2.04	Portable fire hydrant meter and backflow assembly unit		
5.2.04a	Installation, setup, & retrieval fee	\$ 180.00	
5.2.04b	Relocation fee	\$ 135.00	Per occurrence
5.2.04c	Annual testing fee	\$ 110.00	Per occurrence
5.2.04d	Monthly use fee	\$ 53.33	Based on a 30-day billing cycle
5.2.04e	Consumption charge	\$ 2.25	Per 100 cu ft
5.2.05	Bulk sales to other water purveyors		
5.2.05a	Consumption charge	\$ 2.25	Per 100 cu ft
5.2.05b	Monthly base charge according to meter size within the City - Refer to Section 5.1.02		
5.2.05c	Monthly base charge according to meter size outside the City - Refer to Section 5.1.03		
	Customers requesting bulk sales of water from a Portable Fire Hydrant Meter and Backflow Assembly Unit must apply for use permits and pay installation fee and/or daily use fee in advance of use on the City's Online Permit Center Portal. The Monthly Use Fee and Consumption Charges for use of the Portable Fire Hydrant Meter and Backflow Assembly unit will be billed on a monthly basis for permits longer than 30 days.		
5.2.06	Water Meter Installation Charges * (City installed pre-plumbed services only)		
5.2.06a	Single family residential (including duplexes)		
5.2.06b	3/4" Water Meter	\$ 785.00	
5.2.06c	1" Water Meter and backflow prevention device	\$ 985.00	
5.2.06d	Commercial and Multi-family (backflow prevention device installed by owner/developer)		
5.2.06e	1" Water Meter	\$ 505.00	
5.2.06f	1 1/2" Water Meter	\$ 1,480.00	
5.2.06g	2" Water Meter	\$ 1,440.00	
5.2.06h	Irrigation Meters (backflow prevention device installed by owner/developer)		
5.2.06i	3/4" Water Meter	\$ 450.00	
5.2.06j	1" Water Meter	\$ 505.00	
5.2.06k	1 1/2" Water Meter	\$ 990.00	
5.2.06l	2" Water Meter	\$ 890.00	
5.2.07	Other Water Service Charges		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 5. UTILITY CHARGES:					
5.2	Water (continued)				
	Description	Fee	Unit	Add'l Fee	Unit
	Same day water turn-on or turn-off service (other than emergency or shut-off for delinquency) *				
5.2.07a	Regular business hours 8:00 am to 5:00 pm Monday through Friday	\$ 50.00			
5.2.07b	Non business hours - weekdays from 5:00 pm to 8:00 pm and weekends or holidays from 8:00 am to 8:00 pm. Service is not available after 8:00 pm on any day.	\$ 100.00			
5.2.07c	Turn-on or turn-off for scheduled repairs Service is only available during regular business hours. *				
5.2.07d	Regular business hours 8:00 am to 5:00 pm Monday through Friday	\$ 25.00			
5.2.07e	Water Conservation Compliance Inspection Fee	\$ 84.00	Per Hour		
5.2.08	Delinquent account, enforced collection charges*				
5.2.08a	Water Service Delinquency Base Fee	\$ 65.00			
5.2.08b	Water Service Delinquency After Hours Fee - Additional fee for same day restoration during non-business hours on weekdays 5:00 PM to 8:00 PM and on weekends or holidays 8:00 AM to 8:00 PM. Service is not available after 8:00 PM on any day.	\$ 100.00	In addition to the water service delinquency base fee.		
5.2.09	Backflow Prevention Trailer	\$ 172.00	First three hours, three hour minimum	\$ 57.00	for each hour over 3 hours
	Note: additional labor costs will apply based on actual cost of service				
5.2.10	Materials and labor charges				
	All labor performed or materials furnished by the City on privately funded water facilities will be billed on a time and material basis. Labor charges cost will be increased by one-hundred percent (100%) to adjust for fringe benefits and overhead. Materials cost will be increased by twenty percent (20%) for storage, shipping, and handling expense.				
5.2.11	Lock Access / Restoration Fee		Will be processed in accordance with section 6.9 Utility and Transportation and Mobility Departments Charges		
5.2.12	Payment of water charges				
5.2.12a	Payment for all water charges shall be due 13 days after the billing date and shall be considered delinquent if not paid for the last two billing cycles. When two months' charges become due the City will send a shut-off notice at any time after the due date for the second unpaid bill and will be subject to shutoff or termination per City policy 10 calendar days after the shut-off notice. All charges for the use of City water shall be the responsibility of the user. All properties connected to the City's water system shall pay at least a minimum charge.				
5.2.13	Termination of service				
5.2.13a	Water service is subject to termination if all water service charges are not paid when due or if all rules and regulations controlling the use of water are not complied with. Service may only be resumed after compliance and/or payment of the applicable service charges described in Section 5.2.07, above. An After Hours Service Agreement ("promissory note") may be required in order to reinstate or establish water service outside of normal business hours. No payments will be accepted by field personnel.				
5.3	Water Reclamation - Sewer				
	Description	Fee	Unit		
	All charges for City wastewater service will be prorated based on a 30-day billing cycle unless otherwise specified.* Charges determined under contract with specific entities may take precedent over fees listed below.				
	Monthly sewer charges for all customers include a base charge and a volume charge. The volume charge is calculated using monthly water meter readings of actual water usage, based on a Winter Quarter Average (WQA). WQA is the average water consumption during the billing periods between December and February. Using winter months helps to exclude outdoor water use when calculating the monthly average output of wastewater for households. WQA is recalculated and the sewer volume charge is adjusted annually in July. In the event that the City does not have monthly meter readings of actual water usage data to calculate the WQA, or the WQA calculation is zero for an account, the sewer volume charge will be based on the WQA default value. The WQA default value for single family residential and commercial customers is based on the average monthly winter water consumption for single family homes served by the City of Bend. The current single family residential and commercial WQA default value is 439 cubic feet. The WQA default value for multi-family customers is based on 80% of the average monthly winter water consumption for single family homes served by the City of Bend. The current WQA default value for multi-family customers is 351 cubic feet per unit.				
5.3.01	Single family residential charges				
5.3.01a	a. Base Charge	\$ 41.20			
5.3.01b	b. Volume Charge	\$ 4.32	Per 100 cu ft of WQA		
	The water meter volume used shall exclude summer irrigation flows.				
5.3.02	Multi-Family Residential Charges				
5.3.02a	a. Base Charge (per Unit)	\$ 16.28			
5.3.02b	b. Volume Charge	\$ 4.32	Per 100 cu ft of WQA		
	The water meter volume used shall exclude summer irrigation flows.				
5.3.03	Non-residential Standard				
	The non-residential standard customer class refers to non-residential customers that do not meet the criteria to be included in the Extra Strength Charge program.				
5.3.03a	a. Base Charge	\$ 41.20			
5.3.03b	b. Volume Charge	\$ 4.32	Per 100 cu ft of WQA		
	The water meter volume used shall exclude summer irrigation flows.				
	Industrial pretreatment charges				

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 5. UTILITY CHARGES:					
5.3	Water Reclamation - Sewer (continued)				
	Description	Fee	Unit	Add'l Fee	Unit
5.3.04	Extra strength charges (ESC)				
	Sewer service is provided to all users at a base fee if the wastewater discharged is below the domestic wastewater maximum of 500 parts per million (ppm) of Biochemical Oxygen Demand (BOD) and 500 ppm of Total Suspended Solids (TSS). These laboratory tests evaluate the strength of the wastewater and therefore the amount of treatment needed before discharge of the final wastewater product from the treatment plant. The BOD test indicates the amount of oxygen that is required to reduce the strength of the pollution to an acceptable level, and the TSS indicates how much visible matter is in the wastewater that will need to be separated at the treatment plant.				
	All non-residential users who discharge wastewater into the City wastewater system above the domestic wastewater maximum for BOD and TSS shall pay as described under 5.3.04. Users discharging at this rate may opt to pay for BOD and TSS discharge on a per pound basis at the rates identified in 5.3.08.				
5.3.04a	Base Sewer Charge	\$ 41.20	Per 30-day billing cycle		
5.3.04b	ESC Program Fee	\$ 38.44	Per 30-day billing cycle		
5.3.04c	ESC monitored application	\$ 250.00	Per application		
5.3.05	Volume Charge per ESC Category				
5.3.05a	ESC Low	\$ 12.16	Per 100 cubic feet of average winter water usage		
5.3.05b	ESC Medium	\$ 13.92	Per 100 cubic feet of average winter water usage		
5.3.05c	ESC High	\$ 17.45	Per 100 cubic feet of average winter water usage		
5.3.05d	ESC Super High	\$ 19.60	Per 100 cubic feet of average winter water usage		
5.3.06	Reclassification application without sampling and/or monitoring	\$ 118.00	Per application		
5.3.07	Appeal process without sampling and/or monitoring	\$ 150.00	Per appeal		
	Please note: additional monitoring and/or sampling fee (see 5.3.15 below) may apply to reclassification and/or appeal requests.				
5.3.08	ESC Pretreatment				
5.3.08a	ESC Total suspended solids (TSS) rate	\$ 0.69	per pound		
5.3.08b	ESC Biochemical oxygen demand (BOD) rate	\$ 0.61	per pound		
5.3.09	Industrial permit (new)	\$ 1,500.00			
5.3.10	Industrial permit annual (discharging)	\$ 1,405.00			
5.3.11	Industrial permit renewal (discharging) (every 1-5 years)	\$ 265.00			
5.3.12	Industrial permit modification requested by permittee (discharging)	\$ 200.00			
5.3.13	Industrial permit annual (non-discharging)	\$ 100.00			
5.3.14	Annual inspection	\$ 150.00			
5.3.15	Flow monitoring and/or sampling event	\$ 250.00	Per event		
	A non-residential sewer user may request in writing to the City for a reduction if the user can demonstrate that the water delivered to the user does not reflect the water discharged into the wastewater system. This reduction shall be made according to measurement by an approved means by the City of Bend at the user's expense).				
5.3.16	Application and plan review of industrial user	\$ 300.00			
5.3.17	On-Site Evaluation (per employee)	\$ 75.00	Per half hour for each City employee attending		
5.3.18	Administrative Fines	\$ 6,250.00	Maximum charge, per violation, per day		
5.3.19	Other water reclamation charges				
5.3.19a	Septic sewage dumping fee	\$ 0.13	Per gallon		
5.3.20	Wastewater effluent recycled water (1 acre foot = 43,560 cu ft)				
5.3.20a	Class C	\$ 39.47	Per acre foot		
5.3.20b	Class B	\$ 39.47	Per acre foot		
5.3.20c	Class A	\$ 176.49	Per acre foot		
5.3.20d	Sewer Cleaner (Vactor) Discharge Fee	\$ 100.00	Per Trip		
5.3.20e	Sewer TV Inspection (existing sewer line)	\$ 225.50	Per Trip		
5.3.20f	Sewer TV Inspection Site Not Ready	\$ 110.00	Per Trip		
5.3.21	Lock Access / Restoration Fee	Will be processed in accordance with section 6.9 Utility and Transportation and Mobility Departments Charges			
5.3.22	Payment of Sewer Service Charges				
	All sewer service charges are due upon billing and are delinquent if not paid by the tenth day following the billing date. When two months' charges become due, the account is considered delinquent and will be subject to delinquency fees.				
5.3.23	Sewer Connection Fee	\$ 10,246.00	Southeast Interceptor (SEI): As provided in the temporary Septic to Sewer COVID-19 Relief Program, property owners along the SEI that obtain permits to connect between March 16, 2021 and March 15, 2022 will be charged 50% of the Connection Fee. Properties along the SEI that obtain a plumbing permit to connect on or after March 16, 2022 will be charged the full Connection Fee. Desert Woods and Neighborhood Extension Project: Properties along the Desert Woods Project that connect within 3 years from the date of the Notice of Operational Completion (NOC) will be charged 50% of the Connection Fee. Properties along the Desert Woods Project that connect after three years from the date of the NOC will be charged the full Connection Fee. All other projects: Property owners will be charged 50% of the current sewer Connection Fee if a plumbing permit is obtained within two years of the NOC. After that time, the full Connection Fee will be charged. Property owners that receive a Connection Fee Waiver are exempt from paying the Connection Fee.		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 5. UTILITY CHARGES:			
5.4	Stormwater		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
	The City's stormwater service charge will be prorated based on a 30-day billing cycle. For single family residential and duplex customers who only receive stormwater services.		
	Stormwater credits and exemptions will be determined by Resolution No. 2660, as it may be amended.		
5.4.01	Single family and duplex residential charges		
5.4.01a	a. General service charge	\$ 7.55	
5.4.02	Multi-family residential and non-residential charges		
5.4.02a	a. General service charge	\$ 7.55	Per Equivalent Residential Unit (ERU)
5.4.03	Stormwater TV Inspection (existing sewer line)	\$ 225.50	Per Trip
5.4.04	Stormwater TV Inspection Site Not Ready	\$ 110.00	Per Trip
5.4.05	Stormwater Compliance Inspection Fee	\$ 82.00	Per Hour
5.4.06	Definitions		
	a. General service charge – The general service charge is defined as the minimum stormwater charge assessed to the person responsible for paying the assessment. The person responsible is defined as any owner, agent, occupant, lessee, tenant, contract purchaser, or other person occupying or having the right to occupy a property with manmade impervious surface area. The general service charge shall be calculated by multiplying the ERUs for the lot by the most current per ERU fee as periodically determined by the City. The charge may fund operations, maintenance, replacements and improvements to the stormwater system including payment of debt service for capital improvement bonds.		
	b. Equivalent Residential Unit (ERU): One Equivalent Residential Unit (ERU) is defined as the average amount of impervious surface area on a single family residential lot in the City. The City has determined that one ERU is 3,800 square feet of impervious surface area. Except as may be provided in the Stormwater Credits and Opt-Out Program, the minimum number of ERUs for a lot with any amount of impervious surface area is one. Where the calculation results in a more than 1.0 ERU, the result shall be rounded to the nearest whole ERU.		
	c. Impervious Surface: A hard surface area that either prevents or retards the entry of water into the soil mantle. Common impervious surfaces include: building roofs, walkways, patios, driveways, parking lots, concrete or asphalt paving, gravel roads, and packed earthen materials.		
	d. Residential:		
	1. Single family dwelling is (1) one equivalent residential unit (ERU).		
	2. Two-family or duplex dwelling is (1) one ERU for purposes of stormwater impervious surface coverage.		
	3. Multi-Family – is calculated as non-residential.		
	e. Non-Residential (including multi-family residential):		
	1. Total measured impervious surface is divided by 3,800 sq. ft. and rounded to the nearest whole ERU to determine the total number of ERUs attributable to the property		
5.4.07	Payment of Stormwater Service Charges		
	All stormwater service charges are due upon billing and are delinquent if not paid by the tenth day following the billing date. When two months' charges become due, the account is considered delinquent and will be subject to delinquency fees.		
	Note: The City reserves all legal options to collect nonpayment of stormwater service charges. The City will not assess or enforce liens.		
5.5	Fire Service Charges Included on Utility Bill		
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>
	The City's Fire Service charges will be prorated based on a 30-day billing cycle unless otherwise specified. For single family residential and duplex stormwater-only customers (those City residents paying neither a City water nor City sewer charge), bills are mailed quarterly.		
5.5.01	Fire Service charges according to water meter size - Inside City		
5.5.01a	4" and smaller	\$ 35.88	
5.5.01b	6" supply	\$ 78.80	
5.5.01c	8" supply	\$ 138.17	
5.5.01d	10" supply	\$ 214.46	
5.5.01e	12" supply	\$ 307.35	
5.5.02	Fire Service charges according to water meter size - Outside City		
5.5.02a	4" and smaller	\$ 55.44	
5.5.02b	6" supply	\$ 121.81	
5.5.02c	8" supply	\$ 213.51	
5.5.02d	10" supply	\$ 331.35	
5.5.02e	12" supply	\$ 474.90	

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 6. OTHER SERVICE CHARGES:					
6.1	Police				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>	<i>Add'l Fee</i>	<i>Unit</i>
6.1.01	Police reports	\$ 20.00			
6.1.02	Redaction Fee	\$ 25.00	30 min increments		
6.1.03	Auto Accident Report Copies	\$ 20.00	Each		
6.1.04	Clearance letters	\$ 30.00	Each		
6.1.05	Impounded vehicle release	\$ 150.00	Each		
6.1.06	Research for information on individual (If the research is extensive (over 1 hour) additional fee of hourly rate based on employee costs will be required)	\$ 30.00			
6.1.07	Reproduction				
6.1.07a	a. Video Footage	\$ 40.00	Each 15 minutes		
6.1.07b	b. Photos	\$ 40.00	Each set of 10		
6.1.08	False alarm response fees				
6.1.08a	a. First chargeable false alarm	\$ -			
6.1.08b	b. Second chargeable false alarm	\$ 250.00			
6.1.08c	c. Third and subsequent chargeable false alarms	\$ 500.00			
6.1.09	Impounded Animals				
6.1.09a	Animal Impound Fee	\$ 50.00	Per animal, per occurrence		
	Impounded animal boarding release - In addition to the \$50.00 animal impound fee, the Police department shall collect from the owner or keeper of the animal the actual total cost charged by the Humane Society for boarding impounded animals. The amount will vary depending on the length of the impound and other factors.				
6.1.10	Traffic and Safety Programs				
6.1.10a	Traffic Safety School Fee	\$ 40.00	Per Class		
6.1.10b	Seat Belt School Fee	\$ 30.00	Per Class		
6.1.11	Dangerous Dog Tag	\$ 75.00	Per Tag		
6.1.12	Time Required to Respond to Public Records Request Including Camera Footage		Actual Cost of Service (billed as an hourly rate based on employee salary and benefit costs)		
6.2	Fire				
	<i>Description</i>	<i>Fee</i>	<i>Unit</i>		
6.2.01	High fire hazard inspection		No charge		
6.2.02	Fire reports	\$ 10.00	Each		
6.2.03	Fire control outside service area (Includes railroad Right-of-Way fires)	State Fire Marshal's Rates			
6.2.04	Street address signs	Rural Fire District's Rates			
6.2.05	Standby charge				
6.2.05a	a. Engine	\$ 100.00	Per hour		
6.2.05b	b. Interface	\$ 80.00	Per hour		
6.2.05c	c. Tenders	\$ 55.00	Per hour		
6.2.05d	d. Aerial	\$ 150.00	Per hour		
6.2.05e	e. Command	\$ 35.00	Per hour		
6.2.05f	f. Medic Unit	\$ 55.00	Per hour		
6.2.05g	g. Heavy Rescue	\$ 100.00	Per hour		
6.2.05h	h. Operations Personnel (Billed at the nearest ¼ hour. Billed per person at top step base per position plus incentives plus benefits and overtime)	Actual cost of service			
6.2.05i	i. Administrative fee (2 hour minimum)	\$ 100.00	Per hour		
6.2.05j	j. Prevention Personnel (Billed at a 2-hour minimum per person at top step base per position plus incentives, benefits and overtime)	Actual cost of service			
6.2.06	False alarm response fees				
6.2.06a	a. First chargeable false alarm	\$ -			
6.2.06b	b. Second chargeable false alarm	\$ 250.00			
6.2.06c	c. Third and subsequent chargeable false alarms	\$ 500.00			
6.2.07	Fire Inspection and Fire Code Enforcement Fees				
6.2.07a	a. Initial Inspection	\$ -			
6.2.07b	b. First Follow Up Inspection	\$ -			
6.2.07c	c. Each Additional Inspection (1-hour minimum)	\$ 149.30	Per hour		
6.2.07d	d. After Hours/Weekend Inspection (2-hour minimum)	\$ 223.96	Per hour		
	Other services for which no fee is indicated				
6.2.07e	e. During normal FD business hours (1-hour minimum)	\$ 149.30	Per hour		
6.2.07f	f. After Hours/Weekend services for which no fee is indicated (2-hour minimum)	\$ 223.96	Per hour		
6.2.08	Fire Protection System ITM Compliance Fees				
6.2.08a	a. System Renewal Notification	\$ -			
6.2.08b	b. System Overdue Notification	\$ -			
6.2.08c	c. Report Submission Fee (<30 days from ITM)	\$ 30.00			
	Late Report Submission Fees				
6.2.08d	d. Submitted >30 days of ITM	\$ 20.00	in addition to report submission fee		
6.2.08e	e. Submitted >60 days of ITM	\$ 30.00	in addition to report submission fee		
6.2.08f	f. Submitted >90 days of ITM	\$ 40.00	in addition to report submission fee		

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 6. OTHER SERVICE CHARGES:					
6.2	Fire (continued)				
	Description	Fee	Unit	Add'l Fee	Unit
	Deficient, Impaired, and Overdue System Fees				
6.2.08g	g. Systems repaired within 90 days of ITM	\$ -			
6.2.08h	h. Systems >90 days deficient, impaired, or overdue	\$ 133.00	Per system, per day until compliant		
6.2.08i	i. Systems deemed an immediate life safety threat by Fire Marshal's office	\$ 250.00	Per system, per day until compliant		
6.2.09	MERRC In Lieu of Fees				
6.2.09a	a. 0-50,000 square feet	\$ 0.50	Per square foot		
6.2.09b	b. Additional square feet from 50,001-100,000	\$ 0.30	Per square foot		
6.2.09c	c. Each square foot > 100,000	\$ 0.10	Per square foot		
6.2.10	Permits & Licensing				
6.2.10a	a. Mobile Food Preparation Vehicle Operational Permit	\$ 10.00	Annual fee		
6.2.10b	b. Hazardous Materials Operational Permit	\$ 133.00	One time fee		
6.3	Ambulance Charges				
	Description	Fee	Unit	Add'l Fee	Unit
6.3.01	Ambulance Transport - Out of District <i>Out of District defined as persons residing outside the City of Bend or Rural Fire District #2</i>				
6.3.01a	a. Basic life support	\$ 2,184.42			
6.3.01b	b. Advanced life support	\$ 2,594.00			
6.3.01c	c. Convalescent care	\$ 1,365.26			
6.3.02	Ambulance Transport - City and Fire District #2				
6.3.02a	a. Basic life support	\$ 1,092.21			
6.3.02b	b. Advanced life support	\$ 1,297.00			
6.3.02c	c. Convalescent care	\$ 682.63			
6.3.03	Non-Transport - Out of District				
6.3.03a	a. Non medical call system abuser, after third abuse	\$ 252.50			
6.3.03b	b. Helicopter Preparation (Fee is assessed to prepare patients for transport by helicopter)		1/2 of Out of District ALS rate		
6.3.03c	c. Treat/No Transport	\$ 150.00			
6.3.04	Non-Transport - City and Fire District #2				
6.3.04a	a. Non medical call system abuser, after third abuse	\$ 252.50			
6.3.04b	b. Helicopter Preparation (Fee is assessed to prepare patients for transport by helicopter)		1/2 of City and Fire District #2 ALS rate		
6.3.04c	c. Treat/No Transport	\$ 150.00			
6.3.05	Mileage rates - In and Out of District				
6.3.05a	a. BLS or ALS Transport	\$ 15.00	Per mile		
6.3.05b	b. Convalescent Care	\$ 7.75	Per mile		
6.3.06	FireMed membership	\$ 50.00	Annual fee		
	Active members of the City's FireMed program shall not be billed for ambulance services as provided within the FireMed service agreement.				
6.3.07	Ambulance report	\$ 28.75			
6.3.08	Standby Charge				
6.3.08a	a. Ambulance	\$ 45.00	Per ambulance per hour		
6.3.08b	b. Personnel (Billed to the nearest ¼ hour at top step Captain pay plus incentives plus benefits and overtime)				
	Note: Standby time stops for each ambulance when transport of patient begins. Billing for patient starts from that point forward.				
6.3.09	FireMed lifetime membership	\$ 1,000.00			
6.4	Airport Charges				
	Description	Fee	Unit	Add'l Fee	Unit
6.4.01	Tie down	\$ 50.65	Per month		
6.4.02	Closed T-hangar A-B buildings	\$ 270.13	Per month		
6.4.02a	Closed T-hangar A-B buildings - Oversized hangar	\$ 270.13	Per month	\$ 0.28	per square foot of "additional" storage space
6.4.03	Closed T-hangar D-H buildings	\$ 360.16	Per month		
6.4.03a	Closed T-hangar D-H buildings - Oversized hangar	\$ 360.16	Per month	\$ 0.36	per square foot of "additional" storage space
6.4.04	Closed T-hangar I & J buildings	\$ 416.44	Per month		
6.4.04a	Closed T-hangar I & J buildings - Oversized hangar	\$ 416.44	Per month	\$ 0.41	per square foot of "additional" storage space
6.4.05	Hangar Waitlist Fee	\$ 200.00	Non-refundable One-time Fee		
6.4.06	Hangar Cleaning Deposit		Equal to one month's rent or as by lease agreement		
6.4.07	Ground Lease Rates	\$ 0.40	Per square foot		
6.4.08	Ground Lease Assignment or Transfer		Lesser of 3% of Sales Price or \$10,000		
6.4.09	Ground Lease Amendment or Sublease	\$ 398.00	2 hour minimum or as by lease agreement	\$ 195.21	each additional hour
6.4.10	Easements, Temporary Use Permits, and Non-standard Agreements	\$ 398.00	2 hour minimum or as by lease agreement	\$ 195.21	each additional hour
6.4.11	Reversion Deferral Fee (See Rules & Regulations for additional requirements)	\$ 0.50	Per square foot (Ground Lease Area) per year		
6.4.12	*Reversion Deferral Fee - Incentive Rate - Expires 5/30/2025	\$ 0.35	Per square foot (Ground Lease Area) per year		
6.4.13	Reversion Deferral Fee - Opt-In Fee	\$ 500.00	Per Lease Agreement		
6.4.14	Storage-only space	\$ 0.36	Per square foot		
6.4.15	Fuel flowage fee	\$ 0.08	per gallon		
6.4.16	Airport Development Review by "Engineer of Record"		Actual Review Cost + 5%		
6.4.17	Recording fees (County)		Actual Recording Cost + 25%		
	All other charges are as set by Airport Manager or by lease agreements.				

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 6. OTHER SERVICE CHARGES:			
6.5	Parking Fees		
	Description	Fee	Unit
6.5.01	Monthly Parking Permits - City Manager may authorize policies to establish group discounts for parking permit fees for group/bulk purchases		
6.5.01a	a. Basic Parking Permit Area	\$ 30.00	Per month
6.5.01b	b. Centennial Parking Garage	\$ 40.00	Per month
6.5.01c	c. Premium Parking Permit Area	\$ 60.00	Per month
6.5.01d	d. Value Parking Permit Area	\$ 20.00	Per month
6.5.01e	e. Income Restricted	50% of permit fee	Per month
6.5.01f	f. Temporary Parking Restriction Areas	\$ 30.00	Per month
6.5.01g	g. Service & Delivery Vehicle Permit	\$ 30.00	Per month
6.5.02	On Street Parking - Downtown Core Area		
6.5.02a	Contractor Parking Permits - Downtown		
6.5.02b	1. Contractor Daily Parking Permit	\$ 10.00	Per day, per space
6.5.02c	2. Contractor Weekly Parking Permit	\$ 45.00	Per week, per space
6.5.02d	3. Contractor Bi-Weekly Parking Permit	\$ 60.00	Per 2 week, per space
6.5.02e	4. Contractor Monthly Parking Permit	\$ 100.00	Per month, per space
6.5.02f	5. Contractor Three-Month Parking Permit	\$ 150.00	Per 3-months, per space
6.5.02g	6. Contractor Annual Parking Permit	\$ 300.00	Per year, per space
6.5.02h	b. Residential Visitor Passes		
6.5.02i	1. Visitor Parking (1 day)	\$ 5.00	Per day
6.5.02j	2. Visitor Parking (14 day)	\$ 25.00	Per 14 day period, per vehicle
6.5.03	Annual parking permit		
6.5.03a	a. Franchisee Annual Permit	\$ 350.00	Unlimited days of usage in a calendar year, must notify Diamond Parking when in use
6.5.03b	b. Downtown Residential Parking Permit	\$ 25.00	Per year, per vehicle
6.5.04	Valet Parking		
6.5.04a	a. Valet Annual Parking	\$ 1,825.00	Per year, per space
6.5.05	Hourly & Daily Parking Rate- Downtown Core Area		
	a. On Street Parking		
6.5.05a	1. Hourly Parking Rate	\$ 1.00	Hourly parking fee up to 6 hours, 7 hours or more daily all day parking rate applies
6.5.05b	2. Daily Parking Rate	\$ 10.00	Per day, per space (7 hours or more)
6.5.05c	3. Reserved Parking Space (For hosting an event in a parking space)	\$ 30.00	Per day, per space
6.5.05d	4. Tower Theater	\$ 20.00	Per day, per space
6.5.05e	5. Special Events Parking (For special event parking capacity)	\$ 10.00	Per day, per space
6.5.06	b. Centennial Parking Garage		
6.5.06a	1. Special Event Parking (For special event parking capacity)	\$ 10.00	Per day, per space
6.5.06b	2. Hourly Parking Rate	\$ 1.00	Hourly parking fee up to 6 hours, 7 hours or more daily all day parking rate applies
6.5.06c	3. Daily - all day	\$ 10.00	Per day, per space (7 hours or more)
6.5.07	Old Bend Neighborhood Parking Benefit District (OBPNPD) and McKay Parking District	Fees for parking within the Old Bend Neighborhood Parking Benefit District and the McKay Parking District. District boundaries are defined by Bend Code 6.20.035 and 6.20.025	
6.5.07a	a. Residential Parking Permit	\$ 25.00	Per year, per vehicle
6.5.07b	b. Residential Parking Permit Senior Rate	\$ 15.00	Per year, per vehicle
6.5.07c	c. Service Business Permit (For Service vehicles on business calls)	\$ 75.00	Per year, per vehicle
6.5.07d	d. Contractor Permits (For contractors to be used for permitted short or long-term projects)		
6.5.07e	1. Contractor Daily Parking Permit	\$ 5.00	Per day, per vehicle
6.5.07f	2. Contractor Weekly Parking Permit	\$ 20.00	Per week, per space
6.5.07g	3. Contractor Bi-Weekly Parking Permit	\$ 30.00	Per 2 week, per space
6.5.07h	4. Contractor Monthly Parking Permit	\$ 50.00	Per month, per space
6.5.07i	5. Contractor Three-Month Parking Permit	\$ 112.50	Per 3-months, per space
6.5.07j	6. Contractor Annual Parking Permit	\$ 225.00	Per year, per space
6.5.07k	f. Short Term Rental Permit	\$ 150.00	Per year, per vehicle
6.5.07l	g. Visitor Parking (one per dwelling)	No Fee	
6.5.07m	h. Visitor Parking (1 day)	\$ 5.00	Per day, per vehicle beyond the one Visitor Parking permit per dwelling available at no fee
6.5.07n	i. Visitor Parking (14-day)	\$ 25.00	Per 14 day period, per vehicle
6.5.07o	j. In District Employee (monthly)	\$ 5.00	Per month, per vehicle. Valid only on streets on block around place of employment. District boundaries defined by Bend Code 6.20.035.
6.5.07p	k. In District Employee (annual)	\$ 60.00	Per year, per vehicle. Valid only on streets on block around place of employment. District boundaries defined by Bend Code 6.20.035.
6.5.07q	l. Landlord Parking Permit	\$ 75.00	Per year, per vehicle
6.5.07r	m. Special Event On-Street Parking Flat Fee	\$ 5.00	Per vehicle, per event
6.5.07s	n. Complete Premium Event Parking Area (Pre Sold)	\$ 5.00	Per space, per event day
6.5.07t	o. By Block Face Event Parking Area	\$ 4.00	Per space, per event day
6.5.07u	p. Complete Premium Parking Area (Not Pre Sold)	\$ 2.50	Per space, per event day

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 6. OTHER SERVICE CHARGES:			
6.6	Cemetery Charges		
	Description	Fee	Unit
6.6.01	Fee for full space		
6.6.01a	a. Permanent maintenance fund	\$ 238.00	
6.6.01b	b. Grave site	\$ 1,350.00	
6.6.02	Fee for one-half space		
6.6.02a	a. Permanent maintenance fund	\$ 132.00	
6.6.02b	b. Grave site	\$ 795.00	
6.6.03	Fee for 1/4 space (1 urn per 1/4 space; based on availability)		
6.6.03a	a. Permanent maintenance fund	\$ 79.00	
6.6.03b	b. Grave site	\$ 465.00	
6.6.04	Grave Opening & Closing (full space)	\$ 1,295.00	Per full space
6.6.05	Grave Opening & Closing (1/2 space)	\$ 782.00	Per 1/2 space
6.6.06	Grave Opening & Closing (ashes)	\$ 435.00	Ashes
6.6.07	Columbarium fees		
6.6.07a	a. Columbarium	\$ 2,800.00	Limit of 2 Cremains
6.6.07b	b. Columbarium Opening and Closing	\$ 250.00	
6.6.07c	c. Columbarium Niche transfer fee	\$ 100.00	
6.6.08	Rock Removal		
6.6.08a	a. Light	\$ 141.00	
6.6.08b	b. Heavy	\$ 395.00	
6.6.09	Cremains burial with graveside service	\$ 600.00	
6.6.10	Disinterment (full space)	\$ 1,990.00	Per full space
6.6.11	Disinterment (1/2 space)	\$ 1,198.00	Per 1/2 space
6.6.12	Disinterment (ashes)	\$ 576.00	Ashes
6.6.13	Right to Second Interment		
6.6.13a	a. Permanent maintenance fund	\$ 66.00	
6.6.13b	b. Cremains burial for quarter space	\$ 330.00	
6.6.14	Infant or Child burial		
6.6.14a	a. 1/2 space charge	\$ 450.00	
6.6.14b	b. 1/4 space charge (For ash burial, charge is 1/4 space charge and no more than (1) urn per 1/4 space. 1/4 spaces based on availability.)	\$ 390.00	
6.6.15	Additional amount for services required on Saturday, Sunday or holiday observed by the City.		
6.6.15a	a. Grave site	\$ 680.00	
6.6.15b	b. Cremains burial	\$ 410.00	
6.6.16	Fee for Cylinder Vaults (fee pays for opening, closing cremains bag)		
6.6.16a	a. Urn garden space	\$ 950.00	
6.6.16b	b. Permanent maintenance fund	\$ 170.00	
6.6.17	Grave liners		
6.6.17a	a. Liners	\$ 1,195.00	
6.6.17b	b. Setup for liner	\$ 425.00	
6.6.18	Winter burial charge (October through March)	\$ 350.00	
6.6.19	Materials and Labor Charges		
	Unless otherwise defined, all labor performed or materials furnished by the City of Bend Utility and Transportation and Mobility Departments will be billed on a time and material basis. Labor cost will be increased by one-hundred percent (100%) to adjust for fringe benefits and overhead. Materials cost will be increased by twenty percent (20%) for storage, shipping, and handling expense.		
6.6.20	Administrative Charge		
6.6.20a	All cemetery fees and charges are subject to an administrative surcharge of fifteen percent (15%).		
6.7	Laboratory Fees		
	Description	Fee	Unit
6.7.01	Microbiology Analysis		
6.7.01a	Colilert (Total Coliform & E. Coli) P/A SM 9223 B	\$ 54.00	
6.7.01b	Total Coliform & E. coli MPN Quanti-Tray SM 9223 B QT2K	\$ 56.00	
6.7.01c	Heterotrophic Plate Count (SimPlate) SM 9215 B	\$ 64.00	
6.7.02	Conventional Analysis		
6.7.02a	Chemical Oxygen Demand SM 5220 D	\$ 54.00	
6.7.02b	Soluble Chemical Oxygen Demand SM 5220 D	\$ 67.00	
6.7.02c	Biochemical Oxygen Demand - 5 Day SM 5210 B	\$ 75.00	
6.7.02d	Carbonaceous Biochemical Oxygen Demand (cBOD) SM 5210 B	\$ 95.00	
6.7.02e	Hardness, Calculated from Ca and Mg	\$ 84.00	
6.7.02f	pH SM 4500-H+ B	\$ 28.00	
6.7.02g	pH (Biosolids) EPA 9045 B	\$ 28.00	
6.7.02h	Dissolved Oxygen (Probe) SM 4500-O G	\$ 28.00	
6.7.02i	Turbidity SM 2130 B	\$ 39.00	
6.7.02j	Specific Conductance SM 2510 B	\$ 28.00	
6.7.02k	Alkalinity SM 2320 B	\$ 41.00	
6.7.02l	Residual Chlorine, Free SM 4500-Cl G	\$ 56.00	
6.7.02m	Residual Chlorine, Total SM 4500-Cl G	\$ 56.00	
6.7.02n	Solids, Total (Water) SM 2540 B	\$ 39.00	
6.7.02o	Solids, Fixed (Water) SM 2540 E	\$ 50.00	
6.7.02p	Solids, Volatile (Water) SM 2540 E	\$ 50.00	

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 6. OTHER SERVICE CHARGES:					
6.7	Laboratory Fees (continued)				
	Description	Fee	Unit	Add'l Fee	Unit
6.7.02q	Solids, Total (Solids) SM 2540 G	\$ 50.00			
6.7.02r	Solids, Fixed (Solids) SM 2540 G	\$ 50.00			
6.7.02s	Solids, Volatile (Solids) SM 2540 G	\$ 50.00			
6.7.02t	Solids, Total Suspended SM 2540 D	\$ 39.00			
6.7.02u	Solids, Suspended Fixed SM 2540 E	\$ 50.00			
6.7.02v	Solids, Suspended Volatile SM 2540 E	\$ 50.00			
6.7.02w	Solids, Total Dissolved SM 2540 C	\$ 39.00			
6.7.02x	Solids, Dissolved Fixed SM 2540 E	\$ 50.00			
6.7.02y	Solids, Dissolved Volatile SM 2540 E	\$ 50.00			
6.7.02z	Solids, Settleable SM 2540 F	\$ 39.00			
6.7.02aa	UV Transmission (UV-254)	\$ 15.00			
6.7.03	Nutrient Analysis				
6.7.03a	Anions by Ion Chromatography (Complete 7 Anion List) SM 4110 B	\$ 129.00			
6.7.03b	Bromide (Br ⁻) SM 4110 B	\$ 45.00			
6.7.03c	Chloride (Cl ⁻) SM 4110 B	\$ 45.00			
6.7.03d	Fluoride (F ⁻) SM 4110 B	\$ 45.00			
6.7.03e	Nitrate as Nitrogen (NO ₃ -N) SM 4110 B	\$ 62.00			
6.7.03f	Nitrite as Nitrogen (NO ₂ -N) SM 4110 B	\$ 62.00			
6.7.03g	Ortho-Phosphate (PO ₄ ³⁻) SM 4110 B	\$ 62.00			
6.7.03h	Sulfate (SO ₄ ²⁻) SM 4110 B	\$ 45.00			
6.7.03i	Ammonia as Nitrogen (NH ₃ -N) (Biosolids) SM 4500-NH ₃ C	\$ 78.00			
6.7.03j	Total Kjeldahl Nitrogen, Biosolids, SM 4500-Norg C + SM 4500-NH ₃ C	\$ 84.00			
6.7.03k	Ammonia as Nitrogen (NH ₃ -N) SM 4500-NH ₃ H	\$ 56.00			
6.7.03l	Nitrate (NO ₃ ⁻) + Nitrite (NO ₂ ⁻) SM 4500-NO ₃ F	\$ 81.00			
6.7.03m	Ortho-Phosphate (PO ₄ ³⁻) SM 4500-P & F	\$ 62.00			
6.7.03n	Total Kjeldahl Nitrogen SM 4500-Norg D	\$ 62.00			
6.7.03o	Total Phosphorus SM 4500-P E	\$ 62.00			
6.7.04	Metals				
6.7.04a	Aluminum (Al) SM 3125 B	\$ 39.00			
6.7.04b	Antimony (Sb) SM 3125 B	\$ 39.00			
6.7.04c	Arsenic (As) SM 3125 B	\$ 39.00			
6.7.04d	Barium (Ba) SM 3125 B	\$ 39.00			
6.7.04e	Beryllium (Be) SM 3125 B	\$ 39.00			
6.7.04f	Cadmium (Cd) SM 3125 B	\$ 39.00			
6.7.04g	Calcium (Ca) SM 3125 B	\$ 39.00			
6.7.04h	Chromium (Cr) SM 3125 B	\$ 39.00			
6.7.04i	Cobalt (Co) SM 3125 B	\$ 39.00			
6.7.04j	Copper (Cu) SM 3125 B	\$ 39.00			
6.7.04k	Iron (Fe) SM 3125 B	\$ 39.00			
6.7.04l	Lead (Pb) SM 3125 B	\$ 39.00			
6.7.04m	Magnesium (Mg) SM 3125 B	\$ 39.00			
6.7.04n	Manganese (Mn) SM 3125 B	\$ 39.00			
6.7.04o	Mercury (Hg) SM 3125 B	\$ 39.00			
6.7.04p	Molybdenum (Mo) SM 3125 B	\$ 39.00			
6.7.04q	Nickel (Ni) SM 3125 B	\$ 39.00			
6.7.04r	Potassium (K) SM 3125 B	\$ 39.00			
6.7.04s	Selenium (Se) SM 3125 B	\$ 39.00			
6.7.04t	Silver (Ag) SM 3125 B	\$ 39.00			
6.7.04u	Sodium (Na) SM 3125 B	\$ 39.00			
6.7.04v	Thallium (Tl) SM 3125 B	\$ 39.00			
6.7.04w	Tin (Sn) SM 3125 B	\$ 39.00			
6.7.04x	Titanium (Ti) SM 3125 B	\$ 39.00			
6.7.04y	Vanadium (V) SM 3125 B	\$ 39.00			
6.7.04z	Zinc (Zn) SM 3125 B	\$ 39.00			
6.7.04aa	Water and Sewer Analysis	\$ 280.00			
	Water Availability/Fire Flow Analysis:				
6.7.04ab	Metals Sample Digestion Fee (if required by matrix)	\$ 28.00			
6.7.05	Discount Drinking Water Packages - Coliform Bacterial Analysis Total Coliform & E. coli (Colilert) P/A SM 9223B				
6.7.05a	Weekly Scheduled Samples	\$ 27.00			
6.7.05b	Monthly Scheduled Samples	\$ 38.00			
6.7.05c	Quarterly Scheduled Samples	\$ 48.00			
6.7.05d	Regular Samples (see 6.7.01a)	\$ 54.00			
6.7.05e	Rush Analysis Rates - CALL LAB PRIOR TO SENDING SAMPLES - (541) 317-3017				
6.7.06	Individual Tests				
6.7.06a	7 to 10 day turn-around time	List Price	Plus 50% of fee additional		
6.7.06b	Less than 7 day turn-around time	List Price	Plus 100% of fee additional		
	NOTE: Turn-Around-Times are working days and begin upon arrival of sample at the laboratory.				
	Normal Turn-Around Time: 2 working days for Coliform Bacteria, 5 working days for Heterotrophic Plate Count, 10-14 working days for most individual tests				

Fiscal Year 2024-25 Fee Schedule - Exhibit A

SECTION 6. OTHER SERVICE CHARGES:					
6.8	Administration and Finance Charges				
	Description	Fee	Unit	Add'l Fee	Unit
6.8.01	Collection agency referral		17.50% of the balance		
6.8.02	Finance Charges on Delinquent Accounts		1% per month or portion thereof		
6.8.03	Returned check fee	\$ 35.00			
6.8.04	Reissue check charge	\$ 31.00			
6.8.05	Disc reproduction	\$ 10.00	Each		
6.8.06	Audio/video tape reproduction	\$ 26.00	Each		
6.8.07	Information research	Actual time and materials			
6.8.08	Time Required to Respond to Public Records Request		Actual Cost of Service (billed as an hourly rate based on employee salary and benefit costs)		
6.8.09	Reproduction and printing fees - black and white	\$ 1.50	First page	\$ 0.15	Each additional page
6.8.10	Reproduction and printing fees – color	\$ 2.00	First page	\$ 0.50	Each additional page
6.8.11	Lien checks - Manual information requests/Net Assets lien check	\$ 25.00			
6.9	Utility and Transportation and Mobility Departments				
	Description	Fee	Unit		
6.9.01	Materials and Labor Charges				
	Unless otherwise defined, all labor performed or materials furnished by the City of Bend Utility and Transportation and Mobility Departments will be billed on a time and material basis. Labor cost will be increased by one-hundred percent (100%) to adjust for fringe benefits and overhead. Materials cost will be increased by twenty percent (20%) for storage, shipping, and handling expense.				
6.9.02	Use of vehicles and equipment				
	Unless otherwise specified, all use of Utility and Transportation and Mobility Department vehicles and equipment will be billed out at the current Federal Emergency Management Agency (FEMA) rate, per the FEMA Schedule of Equipment Rates.				
6.9.03	Community Garden				
6.9.03a	Seasonal Fee for plot	\$ 25.00	10' x 10' plot		
6.9.03b	Accessible beds for those with limited mobility or disabilities	\$ 15.00	10' x 3' bed		
6.10	Transportation Fee, BMC Chapter 3.110				
	Description	Fee	Unit		
	Charges will be prorated based on a 30-day billing cycle and included on utility bill unless otherwise specified.				
	Alternate payment arrangement may be set by agreement with governmental entities with multiple properties and utility billing accounts.				
6.10.01	Residential Rates				
6.10.01a	Single-unit residential charges	\$ 5.60	Per dwelling unit		
6.10.01b	Accounts on Utility Billing Assistance	\$ 2.80	Per dwelling unit		
6.10.01c	Multi-unit residential charges	\$ 4.15	Per dwelling unit		
6.10.02	Non-Residential Special Unit				
6.10.02a	Public schools K-12	\$ 0.60	Per student		
6.10.02b	Public schools - higher education	\$ 0.65	Per student		
6.10.02c	Tourist accommodations	\$ 4.50	Per room		
6.10.02d	Parks with off-street parking	\$ 0.45	Per acre		
6.10.02e	Short-Term Rental Supplement (Units authorized for whole-house rental use)	\$ 100.00	Per unit, per year, charged to STR license		
6.10.03	Non-Residential Standard * Applies to non-residential customers not listed as a special unit category.				
6.10.03a	First 50,000 SQ FT of building space	\$ 6.25	Per 1,000 SQ FT		
6.10.03b	Square footage between 50,000 and 100,000 SQ FT	\$ 4.50	Per 1,000 SQ FT		
6.10.03c	Square footage over 100,000 SQ FT	\$ 3.00	Per 1,000 SQ FT		

City of Bend
Proposed Building Fee Schedule
Effective 1/1/2025

M/H Space Fee Table										
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To be used in conjunction with Building Fees										
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2.8.04	M/H Space Fee Table: If park contains more than one class, figure spaces in each class and add together.									
	Park Class	4 or less	5	6	7	8	9	10	11	12
2.8.04a	A Fee	\$ 9,082.33	\$ 8,482.24	\$ 7,989.26	\$ 7,597.90	\$ 7,205.17	\$ 6,919.54	\$ 6,848.13	\$ 6,776.73	\$ 6,705.32
2.8.04b	B Fee	\$ 8,489.10	\$ 7,882.15	\$ 7,383.68	\$ 6,990.95	\$ 6,598.21	\$ 6,298.86	\$ 6,278.26	\$ 6,206.85	\$ 6,135.44
2.8.04c	C Fee	\$ 8,167.78	\$ 7,740.71	\$ 7,098.06	\$ 6,705.32	\$ 6,562.51	\$ 6,006.36	\$ 5,814.12	\$ 5,778.41	\$ 5,707.01

Class A – contains paved streets, curbs & sidewalks
Class B – contains paved streets, no curbs & sidewalks
Class C – contains no paved streets or curbs & sidewalks on one side of each street

2.8.05	Recreation Park Space Fee Table: If park contains more than one class, figure spaces in each class and add together.									
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	Park Class	6	8	10	12	14	16	18	20	22
2.8.05a	A Fee	\$ 4,066.04	\$ 5,349.98	\$ 3,566.19	\$ 3,367.08	\$ 3,203.67	\$ 3,117.16	\$ 2,996.32	\$ 2,924.91	\$ 2,853.50
2.8.05b	B Fee	\$ 3,816.11	\$ 3,566.19	\$ 3,353.35	\$ 3,139.13	\$ 2,996.32	\$ 2,924.91	\$ 2,853.50	\$ 2,710.69	\$ 2,389.36
2.8.05c	C Fee	\$ 2,782.10	\$ 2,496.47	\$ 2,282.25	\$ 2,105.11	\$ 1,962.30	\$ 1,783.78	\$ 1,712.38	\$ 1,640.97	\$ 1,569.56

Class A – contains paved streets, electric, water & sewer to each RV or camping space
Class B – contains electric, water & sewer to each RV or camping space but do not have paved streets
Class C – contains a combination of no more than two services involving electric, water & sewer and do not have paved streets



To obtain this information in an alternate format such as Braille, large print, electronic formats, etc. please contact the Finance Department at dquick@bendoregon.gov or 541-330-4005.

Survey Results

Following the collection of the surveys, the results were compiled and made available in July 2021. The Rates and Charges Survey results follow in **Appendix A** of this document. The dataset is also available in a sortable Microsoft® Excel based file on the Oregon Department of Aviation website at <https://www.oregon.gov/aviation/plans-and-programs/>

Summary of Commonly Assessed Rates and Charges

ITEM / UNIT	LOWEST / HIGHEST FEE	TYPICAL FEE RANGE
Fuel Flowage / gallon	\$0.05 / \$0.35	\$0.05 - \$0.15
Hangar Ground Lease (Non-Commercial) / square foot per year	\$0.01722 / \$1.68	\$0.11 - \$0.49
Hangar Ground Lease (Commercial) / square foot per year	\$0.01722 / \$1.10	\$0.10 - \$0.58
Developed Hangar / per month	\$75 / \$4,700	\$110 - \$750
Tie Down - Single Engine / per day	\$3.00 / \$20.00	\$3.00 - \$20.00

Fiscal Year 2024-25 Fee Schedule - Exhibit A

	Description	Fee	Unit	Add'l Fee	Unit
6.4.01	Tie down	\$ 50.65	Per month		
6.4.02	Closed T-hangar A-B buildings	\$ 270.13	Per month		
6.4.02a	Closed T-hangar A-B buildings - Oversized hangar	\$ 270.13	Per month	\$ 0.28	per square foot of "additional" storage space
6.4.03	Closed T-hangar D-H buildings	\$ 360.16	Per month		
6.4.03a	Closed T-hangar D-H buildings - Oversized hangar	\$ 360.16	Per month	\$ 0.36	per square foot of "additional" storage space
6.4.04	Closed T-hangar I & J buildings	\$ 416.44	Per month		
6.4.04a	Closed T-hangar I & J buildings - Oversized hangar	\$ 416.44	Per month	\$ 0.41	per square foot of "additional" storage space
6.4.05	Hangar Waitlist Fee	\$ 200.00	Non-refundable One-time Fee		
6.4.06	Hangar Cleaning Deposit		Equal to one month's rent or as by lease agreement		
6.4.07	Ground Lease Rates	\$ 0.40	Per square foot		
6.4.08	Ground Lease Assignment or Transfer		Lesser of 3% of Sales Price or \$10,000		
6.4.09	Ground Lease Amendment or Sublease	\$ 398.00	2 hour minimum or as by lease agreement	\$ 195.21	each additional hour
6.4.10	Easements, Temporary Use Permits, and Non-standard Agreements	\$ 398.00	2 hour minimum or as by lease agreement	\$ 195.21	each additional hour
6.4.11	Reversion Deferral Fee (See Rules & Regulations for additional requirements)	\$ 0.50	Per square foot (Ground Lease Area) per year		
6.4.12	*Reversion Deferral Fee - Incentive Rate - Expires 5/30/2025	\$ 0.35	Per square foot (Ground Lease Area) per year		
6.4.13	Reversion Deferral Fee - Opt-In Fee	\$ 500.00	Per Lease Agreement		
6.4.14	Storage-only space	\$ 0.36	Per square foot		
6.4.15	Fuel flowage fee	\$ 0.08	per gallon		
6.4.16	Airport Development Review by "Engineer of Record"		Actual Review Cost + 5%		
6.4.17	Recording fees (County)		Actual Recording Cost + 25%		
	All other charges are as set by Airport Manager or by lease agreements.				

From: [Linda Tepper](#)
To: [Andy Wood](#)
Subject: RE: Land Lease Rates
Date: Thursday, October 17, 2024 9:03:49 AM
Attachments: [image001.png](#)
[image002.png](#)

You don't often get email from ltepper@klamathfalls.city. [Learn why this is important](#)

Thanks for the information Andy – very much appreciated! Our landing fees are:

Signatory \$1.25 per 1,000 lbs of aircraft landing weight

Non Signatory \$2.00 per 1,000 lbs of aircraft landing weight

Corporate Based \$1.00 per 1,000 lbs of aircraft landing weight

Currently our FBO collects our landing fees for transient aircraft and then remits them to us less an administrative fee.

Linda Tepper, AAE
Airport Business Manager
Crater Lake – Klamath Regional Airport
3000 Airport Way, Ste. 300
Klamath Falls, OR 97603
Ph: 541-883-5371



AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(Fixed Based Operator Modular Lease)

This Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Modular Lease) (this "Lease") is dated effective for all purposes as of October 1, 2021 (the "Effective Date") and is entered into between City of Ontario ("Landlord"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Silverhawk Properties Oregon LLC ("Tenant"), an Oregon limited liability company, whose address is 581 SW 33rd Street, Ontario, Oregon 97914.

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located in Ontario, Oregon (the "Airport"). Landlord is the owner of certain real property at the Airport consisting of approximately 4,870 total square feet commonly known as 581 SW 33rd Street, Ontario, Oregon 97914 (the "Property"). As of the Effective Date, an approximately 1,848 square foot modular building (the "Improvement(s)") has been located on or about the Property. The Property is identified and depicted in the attached Exhibit A.

B. Tenant provides certain fixed based operator ("FBO") services at the Airport for and on behalf of Landlord under the terms of a certain Fixed Based Operator Services Agreement (Silverhawk) dated effective October 1, 2021 between Landlord and Tenant (the "FBO Agreement"). Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease – Office and Fuel Farm) dated as of the Effective Date between Landlord and Tenant (the "FBO Lease"), Landlord has leased certain real property to Tenant to facilitate Tenant's provision of the FBO services subject to the FBO Agreement. The real property subject to the FBO Lease includes, without limitation, certain Landlord real property upon which Tenant's approximately 2,024 square foot fixed base operations office building is located and fuel farm area consisting of approximately 5,200 square feet (all as described and depicted in the FBO Lease).

C. Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Ancillary Lease – Hangars A and B) dated as of the Effective Date between Landlord and Tenant (the "Ancillary Lease"), Landlord has leased certain real property to Tenant to facilitate Tenant's provision of the FBO services subject to the FBO Agreement. The real property subject to the Ancillary Lease includes, without limitation, certain City real property upon which Contractor's (a) approximately 4,000 square foot airplane hangar (commonly known as Hangar A), and (b) approximately 4,800 square foot airplane hangar (commonly known as Hangar B) are located.

D. Tenant desires to lease the Property from Landlord for purposes of owning and operating the Improvements and providing the FBO services on and at the Airport. Subject to the terms and conditions contained in this Lease, Tenant will lease the Property from Landlord, and Landlord will lease the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE; OCCUPANCY

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease, Tenant's right to possession of the Property, and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until September 30, 2026 (the

"Initial Term"), unless sooner terminated as provided under this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and Extended Term (as defined below), if applicable.

1.2 Extended Term. If Tenant is not then in default under this Lease, Tenant has the option (the "Extension Option") to extend the Initial Term for one consecutive additional term of five years (the "Extended Term"). Tenant will exercise the Extension Option by providing Landlord written notice (the "Notice of Extension") no less than 120 days prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Lease, providing the Notice of Extension will be sufficient to make this Lease binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below), (b) Additional Rent (as defined below), and (c) Tenant will no longer have the Extension Option that has been exercised.

1.3 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's common hangar related facilities (if any) and Airport approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of Tenant's use of the Property for the Permitted Use. Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.4 Tenant's Financial Capability; Authority; Improvement Ownership. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (d) Tenant is the sole, fee simple owner of the Improvements and no other person has any ownership, rights, and/or interests in and to the Improvements (except Landlord as provided under this Lease); and (e) the Improvements are free from all Encumbrances (as defined below) and Tenant will keep the Improvements and Property free from all Encumbrances. Tenant represents, warrants, and covenants that as of the Effective Date, (y) Catherine Weber is Tenant's only member and no other person has any ownership rights and/or interests in and to Tenant, and (z) Catherine Weber has full power and authority to sign and deliver this Lease on behalf of Tenant. For purposes of this Lease, the term "Encumbrance(s)" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.

1.5 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Property. Tenant accepts the Airport and Property in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Provided Tenant is not in default of this Lease, Landlord will defend Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the Lease Term. Except for Landlord's covenant of quiet enjoyment contained in the immediately preceding sentence, Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Property. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport, Improvements, and/or Property.

1.6 FBO Agreement; FBO and Ancillary Leases. Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees that Landlord's lease of the Property to Tenant is conditioned on Tenant's timely payment and performance of all its obligations arising out of or under the FBO Agreement, FBO Lease, and Ancillary Lease. A Tenant default under this Lease constitutes a default by Tenant under the FBO Agreement, FBO Lease, and Ancillary Lease. A default by Tenant under the FBO Agreement, FBO Lease, and/or Ancillary Lease constitutes a default by Tenant under this Lease.

1.7 Parking Area. The Parking Area consists of 18 unassigned parking spaces for use by Airport pilots, contractors, invitees, employees, representatives, and agents. Tenant has a nonexclusive license to use the Parking Area for the benefit of Tenant and Tenant's Agents (as defined below). Landlord will not be liable for any damage or destruction of any nature to, or any theft of, vehicles, or contents therein, in or about the Parking Area. Overnight parking in the Parking Area is prohibited and any vehicle violating this restriction is subject to removal at the owner's expense. Notwithstanding anything contained in this Lease to the contrary, Landlord will have the right to implement any reasonable parking restrictions (including, without limitation, assigning parking spaces to tenants and/or restricting parking in close proximity to the Improvements either for customer-only parking or for limited-duration parking) at any time upon 10 days' prior written notice to Tenant, which parking restrictions will be binding on Tenant and Tenant's Agents. Tenant acknowledges and agrees to the following: (a) the Parking Area is an Airport facility of which Landlord is the sole owner; and (b) Tenant (and/or any other person) has no rights and/or interests in and/or to the Parking Area whatsoever other than as expressly provided under this Lease.

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual base rent, without offset, in the amount of \$761.67 (\$0.1564 per square foot), per year ("Base Rent"). Base Rent will be \$824.98 (\$0.1694 per square foot) commencing on July 1, 2023 (subject to escalation as provided under this Lease). Base Rent is payable annually in advance of each year on or before the 30th day of June without invoice from Landlord. Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be prorated with respect to any partial year in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2 Base Rent Escalation. Notwithstanding anything contained in this Lease to the contrary, Landlord may adjust (increase or decrease) the Base Rent at any time and from time to time during the Lease Term through council resolution. Landlord will provide Tenant no less than 30 days' prior written notice of any Base Rent adjustment. Unless otherwise adjusted by council resolution and/or as provided in Section 2.1, commencing on the first-year anniversary of the Effective Date, during each year of the Lease Term upon the anniversary of the Effective Date, Base Rent will escalate (increase) by 3% over Base Rent for the immediately preceding twelve-month period. Tenant will pay the Base Rent established by Landlord from time to time.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property and/or Improvements (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), general and special assessments, insurance costs, telephone charges, licenses, utility charges, fuel, and all costs, expenses, and/or charges identified under Sections 2.3.2 and 2.3.3, below; (b) all costs and expenses incurred in connection with Tenant's ownership (in the case of the Improvements), use, occupancy, maintenance, improvement, and/or repair of the Property and/or Improvements; (c) all applicable Airport charges, fees, and/or assessments that may be imposed or assessed from time to time; and (d) all other sums Tenant is required to pay Landlord or any third party under this Lease or otherwise. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent payable under this Lease will be net to Landlord and all costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of Tenant's ownership (in the case of the Improvements), use, occupancy, maintenance, and/or repair of the Property and/or Improvements will be paid by Tenant. Tenant will furnish Landlord with receipts or other proof of payment of Additional Rent within 10 days after Landlord's written request. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent.

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the ownership (in the case of the Improvements), use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property and/or Improvements, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity,

sewage disposal, power, refrigeration, air conditioning, telephone, internet, and janitorial services (including, without limitation, all connection fees, costs, and expenses related thereto).

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property (including, without limitation, the Improvements), and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent.

3. USE OF PROPERTY

3.1 Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for Tenant's operation of the Business (as defined below) and maintenance, repair, use, and/or operation of the Improvements (collectively, the "Permitted Use"). Tenant will not use the Property for any purpose other than the Permitted Use. For purposes of this Lease, the term "Business" means Tenant's flight school business performed from and on the Property.

3.2 Conditions, Limitations, and Restrictions. In addition to any other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Improvements, and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Property, Improvements, and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease the Property and occupy and use the Improvements for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Property, Improvements, Airport, and/or Permitted Use, including, without limitation, fire and/or building codes, Airport master plan, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Title 3, Chapter 9 of Landlord's municipal code, Landlord's policies governing agreements involving the lease, use, and/or disposition of Airport property for aeronautical activities, and the Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles, machinery, equipment, tools, and/or supplies within the Property boundaries and in a safe, neat, clean, and orderly manner; Tenant will not permit any machinery, aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on or about the Property. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as

determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property and/or Improvements. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable laws, Tenant may use, store, and/or otherwise handle on or in the Property only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances from the Property. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.4 Tenant will conform and comply with all rules and regulations concerning the Airport, Improvements, and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, screening, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective 30 days after Landlord provides Tenant notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Property and Improvements is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property and Improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with, Landlord's operations and/or those of other tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport property, and/or aeronautical activities is specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, improvements, aprons, fuel areas, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Property, Improvements, and/or Airport (including, without limitation, the Parking Area). Tenant is responsible for securing and safeguarding the Property, Improvements, and all aircraft and other personal property located on or about the Property. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Property and/or Improvements may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted

(temporarily or otherwise) in the use of the Property, Improvements, and/or Airport due to the aforementioned activities.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees as follows: (a) if any facilities and/or improvements (including, without limitation, Alterations (as defined below) are constructed, maintained, and/or otherwise operated on the Property and/or Improvements for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Property and/or Improvements; and (c) in the construction of any improvements on, over, and/or under the Property and/or Improvements and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Improvements and/or Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property and/or Improvements. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

4. ALTERATIONS

Except any ordinary and necessary Improvement maintenance and/or repairs performed (or caused to be performed) by Tenant, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property and/or Improvements of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on or to the Property and/or Improvements (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Property and/or Improvements and surrounding property. Subject to Section 8.4, Alterations performed in or to the Property and/or Improvements by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a "no objection" determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations.

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (and/or the Improvements), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Improvements will be made by Tenant at Tenant's cost and expense.

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant's cost and expense, the Property and Improvements (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Property and Improvements, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant's cost and expense, the following maintenance and repairs:

5.2.1 Repair and maintain the roof, gutters, bearing walls, structural members, foundation, walls (exterior and interior), ceilings, doors, windows, and related hardware, light fixtures, switches, wiring, plumbing, water, sewage, gas, and electrical services concerning or related to the Improvements.

5.2.2 Repair and maintain the plumbing system, electrical system, and HVAC system concerning or related to the Improvements. Repair and maintain Improvement-related boilers, lighting facilities, fired or unfired pressure vessels, fire hose connections, fire sprinkler and standpipe and hose, and all other aspects of the fire extinguishing system, including, without limitation, the fire alarm and/or smoke detection systems and equipment.

5.2.3 Repair and maintain the sidewalks, driveways, and landscaping, including, without limitation, all necessary or appropriate snow removal.

5.2.4 All sweeping, mopping, trash collection and removal, and washing required to keep the Property and Improvements clean and orderly.

5.2.5 All repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant's Agents.

5.2.6 All repairs, maintenance, and/or improvements required under Tenant's obligation to comply with the Laws.

If Tenant fails or refuses to perform or complete the repairs, maintenance, and/or improvements required under this Section 5.2 within 10 days after Landlord's written notice, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant; provided, however, if Tenant's failure or refusal to perform or complete the repairs, maintenance, and/or improvements causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Landlord may make the repair or improvement or perform the maintenance (and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant) without first having provided Tenant written notice. Tenant will reimburse Landlord for the costs and expenses of repairs, improvements, and/or maintenance on demand, together with interest at the rate of 12% per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property and Improvements free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of 12% per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on

account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the Encumbrance or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 Transfer.

6.1.1 Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease, the Property, and/or Improvements (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, condition, and/or delay. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of 51% or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.1.2 Tenant will provide Landlord no less than 30 days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Property and Improvements is consistent with the terms of this Lease and that Landlord's interests in the Property, Airport, and Improvements will not be adversely affected in any material respect; (b) Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; (d) Tenant's assignment of the FBO Agreement, FBO Lease, and Ancillary Lease to the proposed transferee (and the transferee assuming all Tenant's obligations arising out of or under the FBO Agreement, Ancillary Lease, and FBO Lease); and (e) any other conditions that Landlord may reasonably impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.1 is reasonable under this Lease.

6.1.3 If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Improvements, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

6.2 Tenant Insurance. Tenant will keep the Improvements insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in or on the Improvements. The amount of the insurance will be no less than 100% of the replacement cost of the

Improvements and will also be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.3 Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Property and/or Improvements, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability insurance. Tenant's general liability insurance required to be carried under this Section 6.3 will have a general aggregate limit of no less than \$4,000,000.00, a per occurrence limit of no less than \$2,000,000.00; the aircraft liability insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant 90 days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property and/or Improvements provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport, Improvements, and/or Property; (c) Tenant's use of the Property, Improvements, and/or Airport; (d) Tenant's construction, maintenance, repair, and/or occupancy of the Property and/or Improvements and/or any condition of the Property and/or Improvements; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property and/or Improvements; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease.

6.5 Reconstruction After Damage. If the Improvements are damaged or destroyed by fire or any other cause at any time during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Improvements. The completed repair, restoration, and/or replacement Improvements will be equal in value, quality, and use and will be restored to the condition of the Improvements immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Improvements, which repairs and restoration will be completed no later than 365 days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Improvements, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 10 days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within 30 days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 30 days; (e) Tenant's breach and/or failure to perform Tenant's obligations, representations, warranties, and/or covenants under the FBO Agreement, FBO Lease, and/or Ancillary Lease; and/or (f) Tenant's failure for 30 days or more to occupy the Property and Improvements for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease, the FBO Agreement, FBO Lease, and/or Ancillary Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property and Improvements, and remove any persons or property (including the Improvements) by legal action or by self-help with the use of reasonable force and without liability for damages. Landlord may pursue all rights and remedies provided Landlord under the FBO Agreement, FBO Lease, and/or Ancillary Lease, including, without limitation, termination. Notwithstanding anything contained in this Lease to the contrary, upon termination of the FBO Agreement, FBO Lease, and/or Ancillary Lease, Landlord will have all rights and remedies available to Landlord under the FBO Agreement, FBO Lease, Ancillary Lease, and/or applicable law.

7.2.2 Following reentry or abandonment, Landlord may relet the Property, and in that connection may make any suitable alterations or refurbish the Property or Improvements (or both), or change the character or use of the Property and/or Improvements, but Landlord will not be required to relet the Property and/or Improvements for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Property, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Property or Improvements, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Property and Improvements (if applicable) upon termination and leave the Property and Improvements (if applicable) in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Property and/or Improvements for the period commencing on the earlier of the date of trial or the date the Property and/or Improvements are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after 10 days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant, (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, and/or (c) by Landlord upon termination of the FBO Agreement, FBO Lease, and/or Ancillary Lease. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Improvements and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Property and Improvements maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Property and Improvements (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris. If Tenant fails to timely surrender the Property and Improvements in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the Property and Improvements to be surrendered in accordance with this Section 8.1 with interest at 12% per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property and Improvements all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at Landlord's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Property and Improvements in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extension), except that Base Rent will be equal to 150% of the then-applicable Base Rent. Failure of Tenant to timely surrender the Property and Improvements and remove its aircraft, vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

8.4 Removal and Ownership. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Improvements and/or Alterations from the Property (and surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) purchase the Improvements in accordance with Section 8.5. If Tenant fails to timely remove the Improvements and/or Alterations from the Property under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (y) cause the Improvements and/or Alterations to be removed at Tenant's cost and expense, and/or (z) treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Improvements and/or Alterations and Property's restoration with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.5 Landlord Purchase. If Landlord purchases the Improvements in accordance with Section 8.4, Landlord will purchase the Improvements for the fair market value of the Improvements as of the expiration or earlier termination of this Lease. The purchase will be made effective as of the date of the expiration or earlier termination of the Lease. Landlord will obtain ownership of the Improvements free and clear of all Encumbrances, including, without limitation, any Tenant rights or interests in and to the Improvements. Tenant will sign and deliver all documents and instruments Landlord determines necessary or appropriate to effectuate the transfer and conveyance of the Improvements.

8.6 Fair Market Value. If Landlord elects to purchase the Improvements, then the fair market value of the Improvements will be determined by the parties through good faith negotiation, which the parties will commence at least 90 days before the expiration or earlier termination of the Lease (unless not known) and pursue with diligence. If the parties cannot reach agreement within 30 days, then the fair market value will be determined by the following process:

8.6.1 no later than 90 days before the expiration or earlier termination of this Lease, each party will submit in confidence its written evaluation of the fair market value of the Improvements. At the same

time, the parties will attempt in good faith to appoint a mutually acceptable, independent, qualified appraiser. No later than 30 days after the appraiser is appointed, the appraiser will choose one of the two proposals as the fair market value of the FBO, which determination will be final and binding.

8.6.2 If the parties cannot agree on an appraiser, then each party will appoint a qualified, independent appraiser no later than 75 days before the expiration or earlier termination of this Lease. The appraisers appointed by each party will select a qualified, independent appraiser, who will choose one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely appoint a qualified appraiser, then the one appraiser timely appointed will determine the fair market value by choosing one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely submit its evaluation of the fair market value, then the timely submitted evaluation will be the final and binding fair market value of the Improvements.

8.6.3 Each party will bear one-half of the expense of the mutually appointed appraiser and the entire expense of any appraiser appointed by the party individually. Landlord will pay Tenant the agreed or determined fair market value, as the case may be, no later than 30 days after it is determined; provided, however, if Landlord determines necessary or appropriate, Landlord may pay the agreed or determined fair market value over an installment period not exceeding 48 months. Tenant will defend, indemnify, and hold Landlord harmless for, from, and against all liability and loss arising from Tenant's failure to deliver the Improvements free and clear of all Encumbrances.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will 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. If an Event of Default occurs, Tenant will pay Landlord, within 10 days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property and Improvements for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord), including, without limitation, to show the Property/Improvements to a prospective tenant. Except in the case of an emergency, Landlord will endeavor to provide Tenant no less than 24 hours' prior written notice before entering the Property. In addition, Landlord will have the right, at any time during the last 90 days of the Lease Term, to place and maintain upon the Property/Improvements notices for leasing the Property/Improvements. If Rent (or other payment due from

Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 10% of the payment or \$100.00, whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue; Joint and Several. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Malheur County, Oregon. All parties submit to the jurisdiction of courts located in Malheur County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received 30 days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have 30 days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

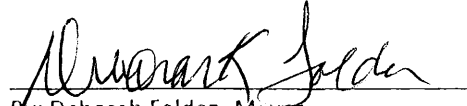
9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

[end of lease – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Lease to be binding and effective for all purposes as of the Effective Date.

LANDLORD:

City of Ontario,
an Oregon municipal corporation


By: Deborah Folden, Mayor

TENANT:

Silverhawk Properties Oregon LLC,
an Oregon Limited Liability Company

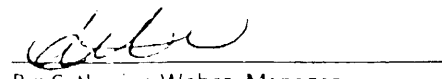
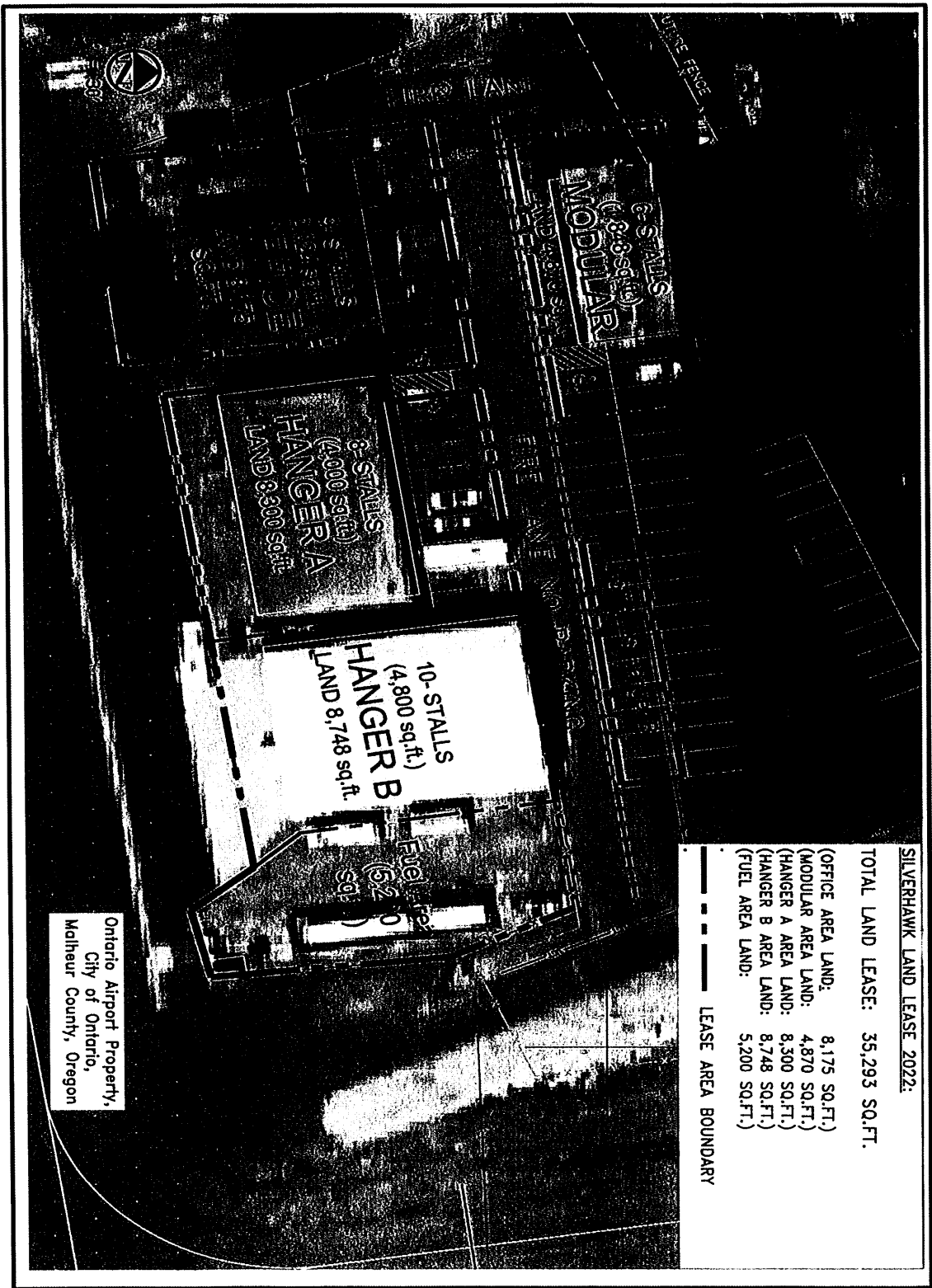

By: Catherine Weber, Manager

Exhibit A
Property Description and Depiction
Exhibit "A"



FIXED BASED OPERATOR SERVICES AGREEMENT

(Silverhawk)

This Fixed Based Operator Services Agreement (this "Agreement") is dated effective for all purposes as of October 1, 2021 (the "Effective Date") and is entered into between City of Ontario ("City"), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Silverhawk Properties Oregon LLC ("Contractor"), an Oregon limited liability company, whose address is 581 SW 33rd Street, Ontario, Oregon 97914.

RECITALS:

A. City is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located in Ontario, Oregon (the "Airport"). City desires to contract with Contractor to provide certain fixed based operator ("FBO") services on and at the Airport. Subject to the terms and conditions contained in this Agreement, Contractor will perform the FBO services at the Airport.

B. Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease – Office and Fuel Farm) dated as of the Effective Date between City and Contractor (the "FBO Lease"), City has leased certain real property to Contractor to facilitate Contractor's provision of the FBO services subject to this Agreement. The real property subject to the FBO Lease includes, without limitation, certain City real property upon which Contractor's approximately 2,024 square foot fixed base operations office building is located and fuel farm area consisting of approximately 5,200 square feet (all as described and depicted in the FBO Lease).

C. Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Ancillary Lease – Hangars A and B) dated as of the Effective Date between City and Contractor (the "Ancillary Lease"), City has leased certain real property to Contractor to facilitate Contractor's provisions of the FBO services subject to this Agreement. The real property subject to the Ancillary Lease includes, without limitation, certain City real property upon which Contractor's (a) approximately 4,000 square foot airplane hangar (commonly known as Hangar A), and (b) approximately 4,800 square foot airplane hangar (commonly known as Hangar B) are located.

D. Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Modular Lease) dated as of the Effective Date between City and Contractor (the "Modular Lease"), City has leased certain real property to Contractor to facilitate Contractor's provisions of the FBO services subject to this Agreement. The real property subject to the Modular Lease includes, without limitation, certain City real property upon which Contractor's approximately 1,848 modular building is located.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Fixed Based Operator Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following fixed based operator services concerning the Airport for and on behalf of City (collectively, the "Services"): (a) those fixed based operator services described on the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in Schedule 1.1; and (c) such other fixed based operator services requested by City's airport manager from time to time. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the airport manager and perform the Services under the general direction of the airport manager, (y) devote such time and attention to performance of the Services as City deems necessary or appropriate, and (z) perform the Services to the best of Contractor's ability. Contractor will not participate in and/or perform any aeronautical and/or nonaeronautical services

on or at the Airport except for the Services. Contractor will not store (or permit the storage) any personal vehicles or recreational equipment unrelated to Contractor's performance of the Services on or at the Airport. For purposes of this Agreement, the term "airport manager" means City's then-designated airport manager and his or her designee.

1.2 Schedule; Condition Precedent. The Services will be completed expeditiously and in a timely manner. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4. Contractor will immediately notify City in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning any Environmental Laws (as defined below); and/or (b) any claim is made or threatened by any person against or concerning Contractor, Contractor's activities, and/or the condition of the Airport. Contractor will provide City copies of any written documentation related to the foregoing immediately upon City's demand.

1.3 Non-Exclusive Services. Contractor acknowledges and agrees that this Agreement does not grant and/or convey an exclusive right or license to provide the Services. Notwithstanding anything contained in this Agreement to the contrary, City reserves the right to grant franchises, licenses, permits, and/or other similar rights to other persons to provide the same or similar FBO services at any time and from time to time as City determines necessary or appropriate. Contractor has entered into this Agreement on the basis of its own examination and personal knowledge of the Airport and Services. Contractor has not relied on any representations or warranties made by City concerning the Airport and/or Services. City makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Services.

1.4 City Delegation. If Contractor fails or refuses to provide or perform any "Mandatory Services" identified in Schedule 1.1 within 10 days after City's written notice (the "Failed Services"), in addition to all other rights and remedies available to City under this Agreement, City may assign or delegate the Failed Services to another contractor or consultant to provide or perform the Failed Services (or City may perform the Failed Services with its own forces). City may charge all costs, expenses, and charges City incurs to provide or perform the Failed Services to Contractor. Contractor will reimburse City for the costs, expenses, and charges City incurs to provide or perform the Failed Services immediately on demand, together with interest at the rate of 12% per annum from the date of expenditure until paid by Contractor in full.

2. Federal Aviation Administration; Relationship.

2.1 Aviation Easement; Aeronautical Uses. Contractor will protect the Airport and Airport property for aeronautical and related uses. Contractor will not interfere and/or impede Airport operations. Any Contractor activities that City determines interfere and/or impede Airport operations is prohibited. Contractor's operations from the Airport may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. City will not be in default under this Agreement (and Contractor will not be entitled to any concessions) if Contractor is disrupted (temporarily or otherwise) in its operations from the Airport due to the aforementioned activities.

2.2 Airport Operations; Security. Notwithstanding anything contained in this Agreement to the contrary, City reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, improvements, aprons, fuel areas, and parking facilities. City may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Contractor acknowledges and agrees that City does not provide continuous security for the Airport. Contractor is responsible for securing and safeguarding all Contractor aircraft and other personal property located on the Airport. City will not be liable for any loss and/or damage to Contractor's property due to theft, vandalism, and/or any other causes, including forces of nature.

2.3 Non-Discrimination. Contractor covenants and agrees that, in connection with Contractor's performance of the Services, no person will, on the grounds of race, color, national origin, and/or other protected

classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or about the Airport.

2.4 Subordination – United States. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement is subordinate to the terms of any agreement between City and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Agreement), and (b) during times of war or national emergency, City may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Agreement will be suspended to the extent inconsistent with City's lease with the United States).

2.5 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

2.6 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3. Compensation.

3.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay (or Contractor will be entitled to receive) the following compensation:

3.1.1 Rental of the buildings subject to the FBO Lease, Ancillary Lease, and/or Modular Lease (each subject to City's prior written consent in accordance with the applicable lease).

3.1.2 One-half (or 50%) of City's aircraft tie-down space rental proceeds. The airport manager is responsible for collecting aircraft tie-down rentals.

The aforementioned compensation is accepted by Contractor as full compensation for performing the Services.

3.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized under Oregon law and validly existing and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Minimum Standards. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, free from errors and omissions, and consistent with the terms and conditions contained in this Agreement. The Services will be performed subject to and in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor has sufficient assets and net worth to ensure Contractor's timely and complete payment and performance of its obligations under this Agreement.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$2,000,000 per occurrence, \$4,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 combined single limit; (c) employer liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without 10 days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

4.4 Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. For purposes of this Agreement, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws (federal, state, and local), statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Airport and/or Services, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws, any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, City's Grant Assurances and requirements under 14 CFR Part 77), Title 3, Chapter 9 of City's municipal code, and/or City's policies governing fixed based operator services, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

4.5 Indemnification. Contractor will defend, indemnify, and hold City, and each present and future City officer, employee, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury,

and/or death to person or property caused by Contractor (and/or Contractor's directors, officers, shareholders, partners, managers, members, employees, agents, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Hazardous Substances. Contractor will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Airport. Upon the earlier termination or expiration of this Agreement, Contractor will properly remove and dispose of all Hazardous Substances from the Airport. For purposes of this Agreement, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of three years after termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor will provide City access to any Contractor books, documents, papers, and/or records which are pertinent to this Agreement and/or the Services. Contractor will maintain all books, documents, papers, and records generated under this Agreement for a period no less than three years commencing on the date of City's final payment to Contractor under this Agreement.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the airport manager of the order and complies with any applicable protective or similar order. Contractor will promptly notify the airport manager of any unauthorized use, communication, and/or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement.

5.1.1 Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until September 30, 2026 (the "Initial Term"), unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, (b) by City immediately upon notice to Contractor if City determines that Contractor's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, and/or (c) termination of the FBO Lease. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing any Services.

5.1.2 If Contractor is not then in default under this Agreement, Contractor has the option (the "Extension Option") to extend the Initial Term for one consecutive additional term of five years (the "Extended Term"). Contractor will exercise the Extension Option by providing City written notice (the "Notice of Extension") no less than 120 days prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Agreement, providing the Notice of Extension will be sufficient to make this Agreement binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except that Contractor will no longer have the Extension Option that has been exercised.

5.2 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any wrongful and/or negligent acts or omissions that reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; and/or (c) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement, the FBO Lease, Ancillary Lease, and/or Modular Lease. City will make the determination as to whether any events identified in this Section 5.2 have occurred.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation related to or concerning the Services.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement and/or the Services to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or

the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their good faith effort to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Malheur County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Malheur County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

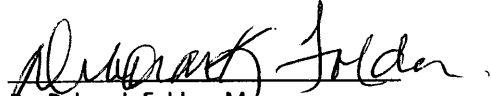
6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:

City of Ontario,
an Oregon municipal corporation


By: Deborah Folden, Mayor

CONTRACTOR:

Silverhawk Properties Oregon LLC,
an Oregon limited liability company


By: Catherine Weber, Manager

Schedule 1.1
Fixed Based Operator Services

A. Mandatory Services. In addition to all other Services identified under this Agreement, Contractor will perform the following fixed based operator services for and on behalf of City:

1. During the days and hours identified in Section 9, below, Contractor will ensure that the FBO office is staffed with a front desk receptionist capable of, among other things, greeting and welcoming pilots, contractors, and guests, receiving and delivering all incoming and outgoing mail, answering all calls and directing as needed.

2. Operate the assigned Airport UNICOM (or CTAF) radio frequency in conformance with standards set forth in Federal law, FAA regulations (14 CFR et seq.), and the Aeronautical Information Manual.

3. Encourage pilots operating on the Airport or in the Airport traffic pattern to conduct their operations in conformance with the standards set forth in the FAA Regulations, Aeronautical Information Manual, and all applicable local rules or practices established at the Airport.

4. Perform janitorial service and maintenance concerning all areas from which the Services will be performed, including minor repairs as required.

5. Auxiliary services, consisting of the following: restroom facilities; communication access (telephone, Internet access); waiting areas; flight planning and weather information; pilot/crew rest lounge.

6. Provide material and data on Airport operations and the Services in a timely manner.

7. [intentionally omitted]

8. Purchase and manage the Airport's fuel sales, including, without limitation, performing the following:

8.1 Maintaining adequate and acceptable supplies and quality of avgas and jet fuel in fuel trucks and storage tanks. Maintain all fuel systems in good working order and repair. Daily determine appropriate competitive fuel pricing. Properly operate the computerized aircraft fueling system and fuel tanks (including the filter system). Contractor will test all fuels and will inspect all tanks and components of the fuel supply system as required by, and in accordance with, the Laws and fuel suppliers.

8.2 Providing fuel service for aircraft during normal working hours and, for an extra service charge, provide on-call fuel service should the card lock system not be sufficient.

8.3 Report promptly to the airport manager the need for maintenance or repairs concerning any FBO equipment, including, without limitation, fuel tanks, the card lock system, pumps, trucks, and/or related equipment.

9. During the off season/winter months (October – April), Contractor will generally provide the Services from 9:00 a.m. to 3:00 p.m., Monday – Friday. During the regular season/spring, summer, and fall (May – September), Contractor will generally provide the Services from 9:00 a.m. to 5:00 p.m., Monday – Friday. Contractor may modify Contractor's hours of operation from time to time when Contractor reasonably determines necessary; provided, however, Contractor will provide the airport manager written notice of any modification to Contractor's hours. Contractor and/or its employee(s) will be present at the Airport or available on-call in case of emergency at all times. Contractor will maintain its cellular telephone in good, working order and condition. Contractor's cellular phone number as of the Effective Date is 208-794-1515. If Contractor changes its cellular phone number, Contractor will immediately provide the new phone number to City.

10. In accordance with the Laws, prepare, complete, update, and implement the Airport's spill prevention, control, and countermeasure plan (the "Plan"). The Plan must be designed to prevent oil spills and identify adequate control measures should a spill occur.

B. Discretionary Services. In addition to all other Services identified under this Agreement, Contractor may perform the following fixed based operator services for and on behalf of City:

1. Line services for general aviation aircraft.
2. Air taxi and air charter services and operations. Scheduled or nonscheduled air carrier services and support services.
3. Pilot training.
4. Aircraft rental and sightseeing. Aircraft sales, service, repair, and maintenance.
5. Aerial photography.
6. Provide and maintain an airport courtesy car(s).

AIRPORT GROUND LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(Fixed Based Operator Lease – Office and Fuel Farm)

This Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Lease – Office and Fuel Farm) (this “Lease”) is dated effective for all purposes as of October 1, 2021 (the “Effective Date”) and is entered into between City of Ontario (“Landlord”), an Oregon municipal corporation, whose address is 444 SW 4th Street, Ontario, Oregon 97914, and Silverhawk Properties Oregon LLC (“Tenant”), an Oregon limited liability company, whose address is 581 SW 33rd Street, Ontario, Oregon 97914.

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Ontario Municipal Airport, a public municipal airport located in Ontario, Oregon (the “Airport”). Landlord is the owner of certain real property at the Airport consisting of approximately 13,375 total square feet commonly known as 581 SW 33rd Street, Ontario, Oregon 97914 (the “Property”). As of the Effective Date, a portion of the Property has been improved by, and consists of, the following: (a) an approximately 2,024 square foot fixed base operations office building (the “Office”) and associated parking space located immediately adjacent to the office consisting of approximately 9 unassigned parking spaces (the “Parking Area”); and (b) fuel farm area consisting of approximately 5,200 square feet (the “Fuel Farm”). For purposes of this Lease, the term “Improvement(s)” means the Office and/or fuel tanks and related equipment located on or about the Fuel Farm. The Property is identified and depicted in the attached Exhibit A.

B. Tenant provides certain fixed based operator (“FBO”) services at the Airport for and on behalf of Landlord under the terms of a certain Fixed Based Operator Services Agreement (Silverhawk) dated effective October 1, 2021 between Landlord and Tenant (the “FBO Agreement”). Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Ancillary Lease – Hangars A and B) dated as of the Effective Date between Landlord and Tenant (the “Ancillary Lease”), Landlord has leased certain real property to Tenant to facilitate Tenant’s provision of the FBO services subject to the FBO Agreement. The real property subject to the Ancillary Lease includes, without limitation, certain Landlord real property upon which Tenant’s (a) approximately 4,000 square foot airplane hangar (commonly known as Hangar A), and (b) approximately 4,800 square foot airplane hangar (commonly known as Hangar B) are located.

C. Pursuant to the terms of a certain Airport Ground Lease for Aeronautical Use Improvements (Fixed Based Operator Modular Lease) dated as of the Effective Date between Landlord and Tenant (the “Modular Lease”), Landlord has leased certain real property to Tenant to facilitate Tenant’s provisions of the FBO services subject to the FBO Agreement. The real property subject to the Modular Lease includes, without limitation, certain Landlord real property upon which Tenant’s approximately 1,848 square foot modular building is located.

D. Tenant desires to lease the Property from Landlord for purposes of owning and operating the Improvements, operating the fuel farm, and providing the FBO services on and at the Airport. Subject to the terms and conditions contained in this Lease, Tenant will lease the Property from Landlord, and Landlord will lease the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE; OCCUPANCY

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease, Tenant’s right to possession of the Property, and Tenant’s obligation to pay Rent (as defined below) commenced on the Effective

Date and will continue, subject to the terms and conditions contained in this Lease, until September 30, 2026 (the "Initial Term"), unless sooner terminated as provided under this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and Extended Term (as defined below), if applicable.

1.2 Extended Term. If Tenant is not then in default under this Lease, Tenant has the option (the "Extension Option") to extend the Initial Term for one consecutive additional term of five years (the "Extended Term"). Tenant will exercise the Extension Option by providing Landlord written notice (the "Notice of Extension") no less than 120 days prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Lease, providing the Notice of Extension will be sufficient to make this Lease binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below), (b) Additional Rent (as defined below), and (c) Tenant will no longer have the Extension Option that has been exercised.

1.3 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's common hangar related facilities (if any) and Airport approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of Tenant's use of the Property for the Permitted Use. Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.4 Tenant's Financial Capability; Authority; Improvement Ownership. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms; (d) Tenant is the sole, fee simple owner of the Improvements and no other person has any ownership, rights, and/or interests in and to the Improvements (except Landlord as provided under this Lease); and (e) the Improvements are free from all Encumbrances (as defined below) and Tenant will keep the Improvements and Property free from all Encumbrances. Tenant represents, warrants, and covenants that as of the Effective Date, (y) Catherine Weber is Tenant's only member and no other person has any ownership rights and/or interests in and to Tenant, and (z) Catherine Weber has full power and authority to sign and deliver this Lease on behalf of Tenant. For purposes of this Lease, the term "Encumbrance(s)" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.

1.5 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Property. Tenant accepts the Airport and Property in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Provided Tenant is not in default of this Lease, Landlord will defend Tenant's right to quiet enjoyment of the Property from the lawful claims of all persons during the Lease Term. Except for Landlord's covenant of quiet enjoyment contained in the immediately preceding sentence, Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Property. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport, Improvements, and/or Property.

1.6 FBO Agreement; Ancillary and Modular Leases. Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees that Landlord's lease of the Property to Tenant is conditioned on Tenant's timely payment and performance of all its obligations arising out of or under the FBO Agreement, Ancillary Lease, and Modular Lease. A Tenant default under this Lease constitutes a default by Tenant under the

FBO Agreement, Ancillary Lease, and Modular Lease. A default by Tenant under the FBO Agreement, Ancillary Lease, and/or Modular Lease constitutes a default by Tenant under this Lease.

1.7 Parking Area. The Parking Area consists of 18 unassigned parking spaces for use by Airport pilots, contractors, invitees, employees, representatives, and/or agents. Tenant has a nonexclusive license to use the Parking Area for the benefit of Tenant and Tenant's Agents (as defined below). Landlord will not be liable for any damage or destruction of any nature to, or any theft of, vehicles, or contents therein, in or about the Parking Area. Overnight parking in the Parking Area is prohibited and any vehicle violating this restriction is subject to removal at the owner's expense. Notwithstanding anything contained in this Lease to the contrary, Landlord will have the right to implement any reasonable parking restrictions (including, without limitation, assigning parking spaces to tenants and/or restricting parking in close proximity to the Improvements either for customer-only parking or for limited-duration parking) at any time upon 10 days' prior written notice to Tenant, which parking restrictions will be binding on Tenant and Tenant's Agents. Tenant acknowledges and agrees to the following: (a) the Parking Area is an Airport facility of which Landlord is the sole owner; and (b) Tenant (and/or any other person) has no rights and/or interests in and/or to the Parking Area whatsoever other than as expressly provided under this Lease.

1.8 Fuel Farm. Tenant will maintain and manage the Fuel Farm (and all associated Improvements) in accordance with the Laws. Landlord reserves the right to construct an additional fuel farm in another location within the Airport.

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual base rent, without offset, in the amount of \$2,091.85 (\$0.1564 per square foot), per year ("Base Rent"). Base Rent will be \$2,265.73 (\$0.1694 per square foot) commencing on July 1, 2023 (subject to escalation as provided under this Lease). Base Rent is payable annually in advance of each year on or before the 30th day of June without invoice from Landlord. Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be prorated with respect to any partial year in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2 Base Rent Escalation. Notwithstanding anything contained in this Lease to the contrary, Landlord may adjust (increase or decrease) the Base Rent at any time and from time to time during the Lease Term through council resolution. Landlord will provide Tenant no less than 30 days' prior written notice of any Base Rent adjustment. Unless otherwise adjusted by council resolution and/or as provided in Section 2.1, commencing on the first-year anniversary of the Effective Date, during each year of the Lease Term upon the anniversary of the Effective Date, Base Rent will escalate (increase) by 3% over Base Rent for the immediately preceding twelve-month period. Tenant will pay the Base Rent established by Landlord from time to time.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property and/or Improvements (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), general and special assessments, insurance costs, telephone charges, licenses, utility charges, fuel, and all costs, expenses, and/or charges identified under Sections 2.3.2 and 2.3.3, below; (b) all costs and expenses incurred in connection with Tenant's ownership (in the case of the Improvements), use, occupancy, maintenance, improvement, and/or repair of the Property and/or Improvements; (c) all applicable Airport charges, fees, and/or assessments that may be imposed or assessed from time to time; and (d) all other sums Tenant is required to pay Landlord or any third party under this Lease or otherwise. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent payable under this Lease will be net to Landlord and all costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of Tenant's ownership (in the case of the Improvements), use, occupancy, maintenance, and/or repair of the Property and/or Improvements will be paid by Tenant. Tenant will furnish Landlord with

receipts or other proof of payment of Additional Rent within 10 days after Landlord's written request. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent.

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the ownership (in the case of the Improvements), use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property and/or Improvements, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, internet, and janitorial services (including, without limitation, all connection fees, costs, and expenses related thereto).

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Property, any improvements located on the Property (including, without limitation, the Improvements), and/or personal property and/or fixtures located on the Property. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent.

3. USE OF PROPERTY

3.1 Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for Tenant's operation of the Business (as defined below) and maintenance, repair, use, and/or operation of the Improvements (collectively, the "Permitted Use"). Tenant will not use the Property for any purpose other than the Permitted Use. For purposes of this Lease, the term "Business" means Tenant's FBO services business performed on and from the Property pursuant to the FBO Agreement.

3.2 Conditions, Limitations, and Restrictions. In addition to any other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Improvements, and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Property, Improvements, and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease the Property and occupy and use the Improvements for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Property, Improvements, Airport, and/or Permitted Use, including, without limitation, fire and/or building codes, Airport master plan, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Title 3, Chapter 9 of Landlord's municipal code, Landlord's policies governing agreements involving the lease, use, and/or disposition of Airport property for aeronautical activities, and the Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles, machinery, equipment, tools, and/or supplies within the Property boundaries and in a safe, neat, clean, and orderly manner; Tenant will not permit any machinery, aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on or about the Property.

Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property and/or Improvements. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable laws, Tenant may use, store, and/or otherwise handle on or in the Property only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances from the Property. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.4 Tenant will conform and comply with all rules and regulations concerning the Airport, Improvements, and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, screening, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective 30 days after Landlord provides Tenant notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Property and Improvements is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property and Improvements together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with, Landlord's operations and/or those of other tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport property, and/or aeronautical activities is specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, improvements, aprons, fuel areas, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Property, Improvements, and/or Airport (including, without limitation, the Parking Area). Tenant is responsible for securing and safeguarding the Property, Improvements, and all aircraft and other personal property located on or about the Property. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Property and/or Improvements may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Property, Improvements, and/or Airport due to the aforementioned activities.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees as follows: (a) if any facilities and/or improvements (including, without limitation, Alterations (as defined below) are constructed, maintained, and/or otherwise operated on the Property and/or Improvements for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Property and/or Improvements; and (c) in the construction of any improvements on, over, and/or under the Property and/or Improvements and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Improvements and/or Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property and/or Improvements. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

4. ALTERATIONS

Except any ordinary and necessary Improvement maintenance and/or repairs performed (or caused to be performed) by Tenant, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property and/or Improvements of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on or to the Property and/or Improvements (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Property and/or Improvements and surrounding property. Subject to Section 8.4, Alterations performed in or to the Property and/or Improvements by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a "no objection" determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations.

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations,

and/or improvements in or to the Property (and/or the Improvements), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Improvements will be made by Tenant at Tenant's cost and expense.

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant's cost and expense, the Property and Improvements (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Property and Improvements, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant's cost and expense, the following maintenance and repairs:

5.2.1 Repair and maintain the roof, gutters, bearing walls, structural members, foundation, walls (exterior and interior), ceilings, doors, windows, and related hardware, light fixtures, switches, wiring, plumbing, water, sewage, gas, and electrical services concerning or related to the Improvements.

5.2.2 Repair and maintain the plumbing system, electrical system, and HVAC system concerning or related to the Improvements. Repair and maintain Improvement-related boilers, lighting facilities, fired or unfired pressure vessels, fire hose connections, fire sprinkler and standpipe and hose, and all other aspects of the fire extinguishing system, including, without limitation, the fire alarm and/or smoke detection systems and equipment.

5.2.3 Repair and maintain the sidewalks, driveways, and landscaping, including, without limitation, all necessary or appropriate snow removal.

5.2.4 All sweeping, mopping, trash collection and removal, and washing required to keep the Property and Improvements clean and orderly.

5.2.5 All repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant's Agents.

5.2.6 All repairs, maintenance, and/or improvements required under Tenant's obligation to comply with the Laws.

If Tenant fails or refuses to perform or complete the repairs, maintenance, and/or improvements required under this Section 5.2 within 10 days after Landlord's written notice, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant; provided, however, if Tenant's failure or refusal to perform or complete the repairs, maintenance, and/or improvements causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Landlord may make the repair or improvement or perform the maintenance (and charge the actual costs and expenses of repair, improvement, and/or maintenance to Tenant) without first having provided Tenant written notice. Tenant will reimburse Landlord for the costs and expenses of repairs, improvements, and/or maintenance on demand, together with interest at the rate of 12% per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property and Improvements free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the

Property. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of 12% per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the Encumbrance or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 Transfer.

6.1.1 Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease, the Property, and/or Improvements (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, condition, and/or delay. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of 51% or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.1.2 Tenant will provide Landlord no less than 30 days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Property and Improvements is consistent with the terms of this Lease and that Landlord's interests in the Property, Airport, and Improvements will not be adversely affected in any material respect; (b) Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; (d) Tenant's assignment of the FBO Agreement, Ancillary Lease, and Modular Lease to the proposed transferee (and the transferee assuming all Tenant's obligations arising out of or under the FBO Agreement, Ancillary Lease, and Modular Lease); and (e) any other conditions that Landlord may reasonably impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.1 is reasonable under this Lease.

6.1.3 If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Improvements, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

6.2 Tenant Insurance. Tenant will keep the Improvements insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in or on the Improvements. The amount of the insurance will be no less than 100% of the replacement cost of the Improvements and will also be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.3 Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Property and/or Improvements, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability insurance. Tenant's general liability insurance required to be carried under this Section 6.3 will have a general aggregate limit of no less than \$4,000,000.00, a per occurrence limit of no less than \$2,000,000.00; the aircraft liability insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant 90 days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property and/or Improvements provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport, Improvements, and/or Property; (c) Tenant's use of the Property, Improvements, and/or Airport; (d) Tenant's construction, maintenance, repair, and/or occupancy of the Property and/or Improvements and/or any condition of the Property and/or Improvements; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property and/or Improvements; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease.

6.5 Reconstruction After Damage. If the Improvements are damaged or destroyed by fire or any other cause at any time during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Improvements. The completed repair, restoration, and/or replacement Improvements will be equal in value, quality, and use and will be restored to the condition of the Improvements immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring

the Improvements, which repairs and restoration will be completed no later than 365 days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Improvements, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 10 days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within 30 days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 30 days; (e) Tenant's breach and/or failure to perform Tenant's obligations, representations, warranties, and/or covenants under the FBO Agreement, Ancillary Lease, and/or Modular Lease; and/or (f) Tenant's failure for 30 days or more to occupy the Property and Improvements for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease, the FBO Agreement, Ancillary Lease, and/or Modular Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property and Improvements, and remove any persons or property (including the Improvements) by legal action or by self-help with the use of reasonable force and without liability for damages. Landlord may pursue all rights and remedies provided Landlord under the FBO Agreement, Ancillary Lease, and/or Modular Lease, including, without limitation, termination. Notwithstanding anything contained in this Lease to the contrary, upon termination of the FBO Agreement, Ancillary Lease, and/or Modular Lease, Landlord will have all rights and remedies available to Landlord under the FBO Agreement, Ancillary Lease, Modular Lease, and/or applicable law.

7.2.2 Following reentry or abandonment, Landlord may relet the Property, and in that connection may make any suitable alterations or refurbish the Property or Improvements (or both), or change the character or use of the Property and/or Improvements, but Landlord will not be required to relet the Property and/or Improvements for any use or purpose other than compatible uses or which Landlord may reasonably

consider injurious to the Property, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Property or Improvements, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Property and Improvements (if applicable) upon termination and leave the Property and Improvements (if applicable) in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Property and/or Improvements for the period commencing on the earlier of the date of trial or the date the Property and/or Improvements are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after 10 days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant, (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, and/or (c) by Landlord upon termination of the FBO Agreement, Ancillary Lease, and/or Modular Lease. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Improvements and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Property and Improvements maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Property and Improvements (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris. If Tenant fails to timely surrender the Property and Improvements in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord

for all costs and expenses Landlord incurs to cause the Property and Improvements to be surrendered in accordance with this Section 8.1 with interest at 12% per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property and Improvements all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at Landlord's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Property and Improvements in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extension), except that Base Rent will be equal to 150% of the then-applicable Base Rent. Failure of Tenant to timely surrender the Property and Improvements and remove its aircraft, vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

8.4 Removal and Ownership. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Improvements and/or Alterations from the Property (and surrender the Property to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) purchase the Improvements in accordance with Section 8.5. If Tenant fails to timely remove the Improvements and/or Alterations from the Property under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (y) cause the Improvements and/or Alterations to be removed at Tenant's cost and expense, and/or (z) treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Improvements and/or Alterations and Property's restoration with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.5 Landlord Purchase. If Landlord purchases the Improvements in accordance with Section 8.4, Landlord will purchase the Improvements for the fair market value of the Improvements as of the expiration or earlier termination of this Lease. The purchase will be made effective as of the date of the expiration or earlier termination of the Lease. Landlord will obtain ownership of the Improvements free and clear of all Encumbrances, including, without limitation, any Tenant rights or interests in and to the Improvements. Tenant will sign and deliver all documents and instruments Landlord determines necessary or appropriate to effectuate the transfer and conveyance of the Improvements.

8.6 Fair Market Value. If Landlord elects to purchase the Improvements, then the fair market value of the Improvements will be determined by the parties through good faith negotiation, which the parties will commence at least 90 days before the expiration or earlier termination of the Lease (unless not known) and

pursue with diligence. If the parties cannot reach agreement within 30 days, then the fair market value will be determined by the following process:

8.6.1 no later than 90 days before the expiration or earlier termination of this Lease, each party will submit in confidence its written evaluation of the fair market value of the Improvements. At the same time, the parties will attempt in good faith to appoint a mutually acceptable, independent, qualified appraiser. No later than 30 days after the appraiser is appointed, the appraiser will choose one of the two proposals as the fair market value of the FBO, which determination will be final and binding.

8.6.2 If the parties cannot agree on an appraiser, then each party will appoint a qualified, independent appraiser no later than 75 days before the expiration or earlier termination of this Lease. The appraisers appointed by each party will select a qualified, independent appraiser, who will choose one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely appoint a qualified appraiser, then the one appraiser timely appointed will determine the fair market value by choosing one of the two proposals as the fair market value of the Improvements, which determination will be final and binding. If a party fails to timely submit its evaluation of the fair market value, then the timely submitted evaluation will be the final and binding fair market value of the Improvements.

8.6.3 Each party will bear one-half of the expense of the mutually appointed appraiser and the entire expense of any appraiser appointed by the party individually. Landlord will pay Tenant the agreed or determined fair market value, as the case may be, no later than 30 days after it is determined; provided, however, if Landlord determines necessary or appropriate, Landlord may pay the agreed or determined fair market value over an installment period not exceeding 48 months. Tenant will defend, indemnify, and hold Landlord harmless for, from, and against all liability and loss arising from Tenant's failure to deliver the Improvements free and clear of all Encumbrances.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will 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. If an Event of Default occurs, Tenant will pay Landlord, within 10 days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property and Improvements for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any

other reasonable purposes (as determined by Landlord), including, without limitation, to show the Property/Improvements to a prospective tenant. Except in the case of an emergency, Landlord will endeavor to provide Tenant no less than 24 hours' prior written notice before entering the Property. In addition, Landlord will have the right, at any time during the last 90 days of the Lease Term, to place and maintain upon the Property/Improvements notices for leasing the Property/Improvements. If Rent (or other payment due from Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 10% of the payment or \$100.00, whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue; Joint and Several. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Malheur County, Oregon. All parties submit to the jurisdiction of courts located in Malheur County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

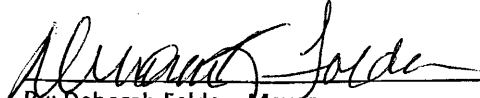
9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received 30 days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have 30 days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

IN WITNESS WHEREOF, the undersigned have caused this Lease to be binding and effective for all purposes as of the Effective Date.

LANDLORD:

City of Ontario,
an Oregon municipal corporation


By: Deborah Folden, Mayor

TENANT:

Silverhawk Properties Oregon LLC,
an Oregon Limited Liability Company

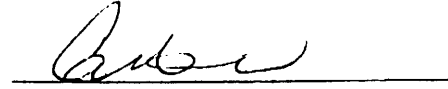

By: Catherine Weber, Manager

Exhibit "A"



SILVERHAWK LAND LEASE 2022:

TOTAL LAND LEASE: 35,293 SQ.FT.

(OFFICE AREA LAND: 8,175 SQ.FT.)

(MODULAR AREA LAND: 4,870 SQ.FT.)

(HANGER A AREA LAND: 8,300 SQ.FT.)
(HANGER B AREA LAND: 8,748 SQ.FT.)

(HANGER B AREA LAND: 8,748 SQ.FT.)
(EILEI AREA LAND: 5,200 SQ.FT.)

(FUEL AREA LAND: 3,200 SQ.F.T.)

LEASE AREA BOUNDARY

Ontario Airport Property,
City of Ontario,
Malheur County, Oregon