

**CITY OF COLVILLE
AIRPORT HANGAR CHECKLIST**

Name: _____

Address: _____

Phone: _____

Proposed Location on Airport Map: _____

After receiving Agreement form and map from the Clerk's Office:

- 1) Contact: Jim Witham, Airport Board Chairman at 675-3120 or 684-5507
or Dave Garringer, Airport Manager at 684-1566 or 675-1041
to meet at the airport, discuss available site, measure, and drive
stakes in the ground. The square footage will then be measured for
the agreement form.
- 2) Return the filled out agreement form (complete with signature) to the City
Clerk's Office. The Clerk's Office will obtain the remaining signatures and
mail you a fully-executed copy of the agreement. The City Treasurer's Office
(684-5091) will then start the billing process for the space rental.
- 3) If you are going to build at this time, contact the City Building & Planning
Department (684-5096) to start the permit process.

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**FOR OFFICE USE ONLY**

**Date Received Package from Clerk's Office:** \_\_\_\_\_

- Blank Agreement Form
- Map of Airport Available Space

**Date Returned Signed Agreement to Clerk's Office:** \_\_\_\_\_

- Copy back to Owner
- Copy to Treasurer's Office
- Copy to Building and Planning

**Site Location:** \_\_\_\_\_

**Approved by Airport Board:** \_\_\_\_\_

**Map Updated:** \_\_\_\_\_

**CITY OF COLVILLE  
RENTAL AND USE AGREEMENT  
FOR AIRPORT USER FEES AND AIRPORT HANGAR FEES**

This Agreement is made between the City of Colville hereinafter referred to as "CITY", and \_\_\_\_\_, hereinafter referred to as "OWNER"(s) or "USER".

"OWNER"(s) is/are the OWNER(s) of the following described airplane(s):

\_\_\_\_\_

The term of this lease shall be for a period of five (5) years from the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For the initial year of the lease period, OWNER(s) agree to pay the CITY as a "Use Fee" the sum of Twenty (\$20.00) dollars per month per single engine airplane and Thirty (\$30.00) dollars per month per twin engine airplane for the use of the Colville Airport. Said fee is to be paid on or before the 10<sup>th</sup> day of each and every month. On the annual anniversary of this Lease, the "Use Fee" and "Hangar Fee" shall be reviewed by the CITY, which shall take into account increasing costs of operating and maintaining the airport. The OWNER shall be informed by mail thirty days in advance, if the CITY intends to increase fees.

The following describes an airplane that rightfully should be charged an airport usage fee by the City of Colville:

1. Any operational aircraft, which is based and operated from the Colville Municipal Airport.
2. Any operational aircraft, which is based at the Colville Municipal Airport and could be operated, but may not be just because the owner/operator chooses not to fly this aircraft.
3. Any operational aircraft, which is tied down on Colville Municipal Airport for more than two (2) consecutive weeks, will pay for one (1) month usage fee.
4. If aircraft is under heavy maintenance, i.e. engine overhaul or airframe repair or disassembly, and is not normally based at the Colville Municipal Airport, then it will not be charged until it is operational. Operational, in this case, means when aircraft can taxi under its own power and is at the airport for more than two weeks after that time.
5. Aircraft is under construction, or in heavy maintenance, which is occupying a tie down spot on the airport, will be charged a usage fee. If that aircraft is in a maintenance hangar undergoing work, an airport usage fee will not be charged.

6. The disabling of an aircraft in an obvious attempt to avoid an airport usage fee will not be tolerated and will be charged an airport usage fee.
7. An aircraft, which is “out of annual,” will not necessarily be considered a non-operational aircraft, and will be charged usage fee, if based or tied down at the Colville Municipal Airport.
8. Hangar OWNER(s) may not sublease or sell hangars without the approval of the Airport Board and the Colville City Council.
9. Any time that an airplane OWNER(s) sells or trades airplanes, he or she must notify the Airport Manager or the City of the serial number change and/or sales activity.

Airplane OWNER(s) is/are currently using the following described hangar:

Size of Hangar: \_\_\_\_\_ (square feet)

The hangar OWNER(s) agree to pay the CITY ten cents (\$.10) per square foot per year. Payment is due by January 1<sup>st</sup> of each year. Total hangar rent plus tax, if applicable:

|          |          |          |
|----------|----------|----------|
| \$ _____ | \$ _____ | \$ _____ |
| Rent     | Tax      | Total    |

If a hangar OWNER(s) pays \$250.00 or more rent per year they are then liable to pay the State Leasehold Excise Tax currently 12.84%, or the prevailing State Leasehold Excise Tax at the time of payment, on the hangar lease.

Any account, “Use Fee” or “Hangar Fee”, which is 90 days past due will be submitted to the City Attorney for collection. In addition, any OWNER(s) who fails and/or refuses to pay the fee shall be operating in violation of this agreement and be subject to a late fee of Five (\$5.00) Dollars per month.

The USER of a tie down area agrees to keep the area free of debris, garbage, large rocks, barrels, wood and other large objects and such maintenance shall include keeping the grass and weeds cut at a reasonable length – maximum of 6” inches.

The airplane owner will also plow or shovel snow to access road or taxiway.

Airplane HANGAR OWNER(s) further agree that as a condition for using any hangar located at the Colville Airport the OWNER(s) shall:

1. Maintain an area of at least ten (10’) feet surrounding said hangar structure.
2. Such maintenance shall include keeping said area free of debris, garbage, large rocks, barrels, wood, and other large objects. There shall be no storage of waste oil or other contaminants in hangars unless in an approved, permanent container.

3. Such maintenance shall also include keeping the grass and/or weed cut in said area so the same shall not exceed a height of six (6") inches. Should hangar OWNER(s) or airport USERS fail to provide said maintenance within ten (10) days after having been given notice by the Airport Manager, then OWNER(s) or USER agrees to pay a surcharge on said rental or use fee of an additional THIRTY (\$30.00) DOLLARS per month to the CITY for the purpose of performing said maintenance.
4. Hangar OWNER(s) shall provide snow removal for a distance of ten (10') feet around said structure where necessary to maintain access of airplanes to and from said hangar. If OWNER(s) does not choose to fly his or her airplane during the winter months, snow removal is not required. Provided the lack of snow removal will not hinder other aircraft owner's access to the taxiway or runway.
5. Hangar OWNER(s) agrees to hold CITY harmless from any loss or claim for damages caused by negligence, fire or any cause resulting in damages to property or persons.
6. OWNER(s) shall provide CITY with an updated list of hazardous/flammable materials stored on City property.
7. OWNER(s) agrees that he/she will not under any circumstances sell, store and/or deliver any aviation fuel or gasoline to any person unless OWNER(s) has a current franchise, and the authority to do so from the City of Colville.
8. Any refueling of airplanes shall be done in accordance with City Ordinances and any rules and regulations promulgated by the Airport Manager.
9. Political signs and/or banners are banned from being displayed on any structure located on the Colville Municipal Airport property.

OWNER shall keep all buildings and improvements now or hereafter located on the premises, including any personal property, insured against loss or damage, and indemnify CITY against all expenses, liabilities and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure of OWNER to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the leased premises or buildings or improvements thereon.

CITY hereby grants to OWNER an option to renew this lease for another term equal to the term of five (5) years. To exercise this option, OWNER must give CITY written notice of the intention to do so at least 30 days before the lease expires.

In the event that the CITY moves or no longer operates the airport, the lease will be terminated upon ninety days written notice. In addition, this lease may be terminated upon the written agreement of the parties.

If any legal action is commenced to enforce any of the provisions of this agreement, venue for this action shall be in Stevens County, and the prevailing shall, in addition to its other remedies, be entitled to recover its reasonable attorney's fees and costs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF COLVILLE**

**OWNER(S) OR USER:**

\_\_\_\_\_  
RICHARD NICHOLS, MAYOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Attest: \_\_\_\_\_  
Holly Pannell, CMC, PFO  
City Clerk/Human Resources Manager

\_\_\_\_\_  
Address

Approved as to form and content:

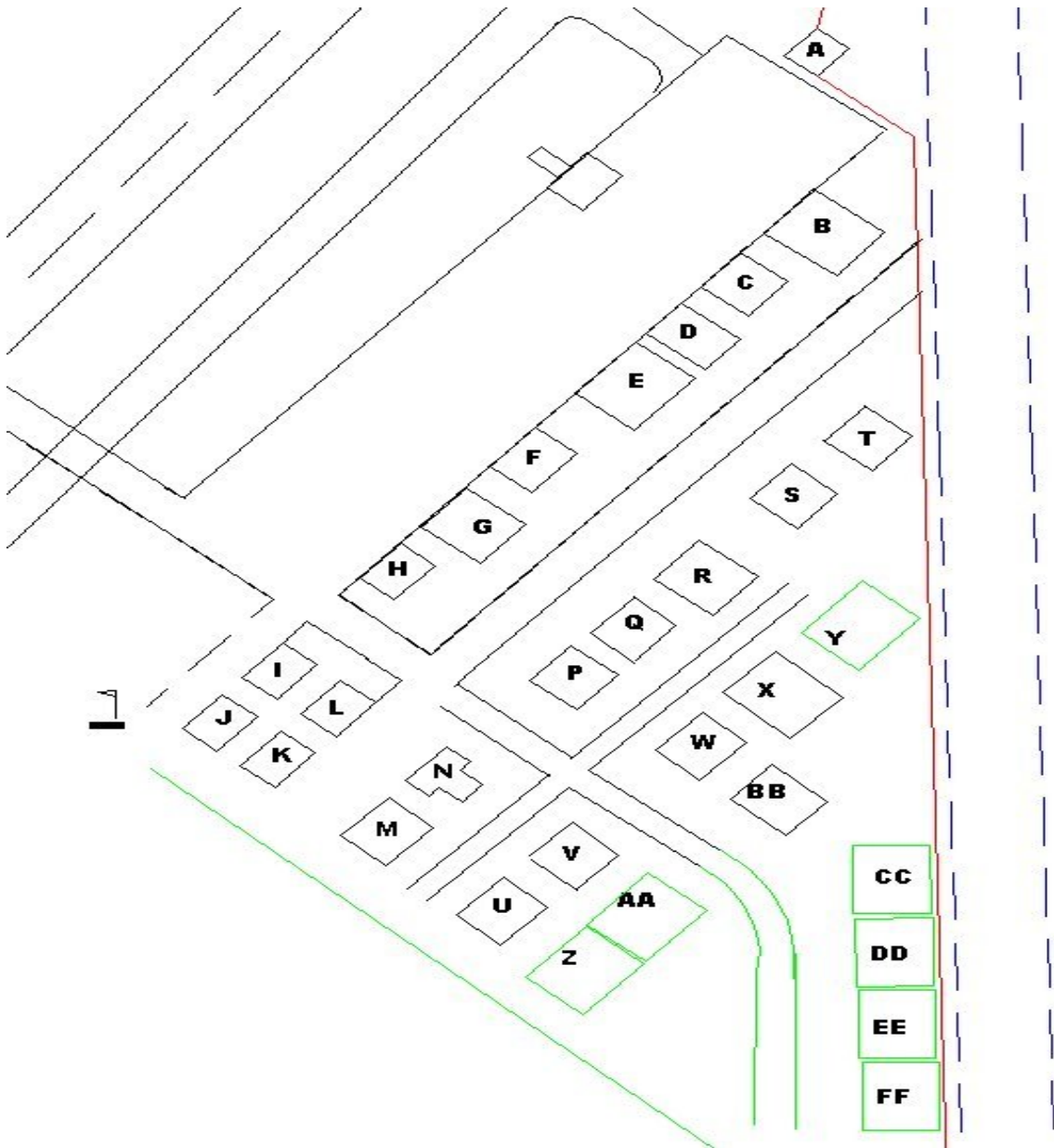
\_\_\_\_\_  
Address

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

# CITY OF COLVILLE MUNICIPAL AIRPORT



|          |             |          |           |           |                  |
|----------|-------------|----------|-----------|-----------|------------------|
| <b>A</b> | Office      | <b>L</b> | Semenza   | <b>X</b>  | Syzgy            |
| <b>B</b> | Henry       | <b>M</b> | Sterner   | <b>Y</b>  |                  |
| <b>C</b> | Pietroburgo | <b>N</b> | Danekas   | <b>Z</b>  |                  |
| <b>D</b> | Howell      | <b>P</b> | Miller    | <b>AA</b> |                  |
| <b>E</b> | Howell      | <b>Q</b> | Luiten    | <b>BB</b> | Lilly Properties |
| <b>F</b> | Bryant      | <b>R</b> | Coleman   | <b>CC</b> |                  |
| <b>G</b> | Noble       | <b>S</b> | Reese     | <b>DD</b> |                  |
| <b>H</b> | Kilgore     | <b>T</b> | Cowbrough | <b>EE</b> |                  |
| <b>I</b> | Heidlebaugh | <b>U</b> | Perier    | <b>FF</b> |                  |
| <b>J</b> | Sater       | <b>V</b> | Shaw      |           |                  |
| <b>K</b> | 42287, LLC  | <b>W</b> | Fejes     |           |                  |