



October 14, 2026

To: Sam Anselm, City Administrator

From: Chris Henson, Transportation Director

Re: Airport Ground Lease Agreement Ordinance

Executive Summary

The proposed ordinance adopts a standard ground lease agreement for the West Plains Regional Airport and authorizes the City Administrator to execute future airport ground leases using the approved format. Establishing a standard lease will provide consistency among airport tenants, streamline the approval process, and reduce administrative burden.

Discussion

The Airport regularly enters into ground lease agreements for hangars and other aviation-related uses. The proposed ordinance establishes a standard lease template that outlines uniform requirements for use, maintenance, insurance, construction, and regulatory compliance.

The standard lease also includes a provision for the annual ground lease rate to be reviewed annually and adjusted, if necessary, through the City's approved fee schedule. This will help ensure lease rates remain current while providing flexibility for future adjustments.

Authorizing the City Administrator to execute leases that conform to the approved template will improve efficiency while protecting the City's interests.

Fiscal Impact

The ordinance will support continued development of airport property, generate lease revenue, and reduce staff time associated with processing individual lease agreements.

BILL NO. 4840

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WEST PLAINS, MISSOURI, APPROVING A STANDARD GROUND LEASE AGREEMENT FOR THE WEST PLAINS REGIONAL AIRPORT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SUCH LEASE AGREEMENTS FROM TIME TO TIME WITH INDIVIDUAL LESSEES.

Whereas, the City owns and operates the West Plains Regional Airport; and

Whereas, from time to time, individuals and entities desire to lease areas of ground at the regional airport for aviation-related purposes; and

Whereas, utilizing a standard, pre-approved lease template streamlines administrative operations, ensures consistent treatment of tenants, and protects the interests of the City; and

Whereas, the City Council finds it in the best interest of the City to delegate authority to the City Administrator to execute these routine airport ground leases under specified parameters to facilitate efficient airport management.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby approves a standard Lease for use by the City when leasing areas of ground at the West Plains Regional Airport. The standard Lease shall be substantially the same in form and content as the Lease attached hereto as Exhibit 1. This Ordinance is intended to provide continuing authorization for the use and execution of such standard Lease until further action by the City Council.

Section 2. The City Administrator is hereby authorized to execute Leases from time to time and with various Lessees provided that such Leases are substantially the same in form and content as the standard Lease approved by this Ordinance. The City Administrator is authorized to make minor modifications to the provisions if necessary given particular circumstances of the lessee or the area to be leased provided that the general intent and protections within the standard Lease are preserved.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage by the city council.

PASSED AND APPROVED THIS ____ DAY OF _____ 20____.

CITY OF WEST PLAINS, MISSOURI

(SEAL)

BY: _____
MAYOR MICHAEL TOPLIFF

ATTEST:

CITY CLERK KELLIE MAYERS

**CITY OF WEST PLAINS
LEASE AGREEMENT**

WEST PLAINS REGIONAL AIRPORT

LEASE NO. _____

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of West Plains, Missouri, a political subdivision of the State of Missouri, (hereinafter “Lessor”), and _____, (“Lessee”).

WITNESSETH:

WHEREAS, Lessor now owns and operates the West Plains Regional Airport, located near Highway 63 north of West Plains, Howell County, Missouri; and

WHEREAS, Lessor has sufficient hangar space to make certain space available to Lessees; and

WHEREAS, Lessee wishes to occupy the portion of the hangar space shown on Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises, agreements and covenants set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, Lessor leases to Lessee and Lessee leases from Lessor certain property and improvements (“Leased Premises”), and certain attendant privileges, uses and rights, as specifically set out herein.

A. DESCRIPTION OF LEASED PREMISES

The Leased Premises is a portion of the West Plains Regional Airport, 4523 County Road 2340, Pomona, MO 65789. The specific location of the Leased Premises is described below and shown on Exhibit A, attached hereto and incorporated herein.

Comprising approximately _____ square feet total as designated on the Airport Layout Plan (ALP) of Lessor’s property that is attached as Exhibit A.

Along with ingress and egress on paved routes designated by the Lessor for ingress and egress for pedestrians, vehicles and aircraft (see Article II below).

Parking of vehicles is limited to spaces designated by Lessor.

B. USE OF LEASED PREMISES

The use of the Leased Premises is limited to the storage of aircraft owned or controlled by Lessee which is used for Lessee's own purposes.

Lessee shall not use or permit the use of any part of the Leased Premises in any other manner without the prior written consent of Lessor.

In the event that Leased Premises does not already contain a constructed hangar, Lessee may construct a hangar that is consistent with construction plans approved by Lessor in advance. Upon expiration or termination of the Lease, the hangar and all improvements shall be deemed to be the property of Lessor unless removed by the Lessee pursuant to Article VIII of this Lease.

Lessee shall not generate, produce, bring on, use, keep, store, or dispose of any Hazardous Material on the Leased Premises without written consent of Landlord. Lessor shall only consider those materials that are commonly used to clean or operate aircraft. Under no circumstances shall Lessor consider the installation or use of underground storage tanks. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs, and similar compounds.

C. OBSERVANCE OF STATUTES, ETC.

This lease is conditioned upon the right to use the West Plains Regional Airport facilities in common with others who are authorized to do so. Lessee shall observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations and standards applicable to Lessee or its use of the Leased Premises and applicable to the operations of the Airport, including but not limited to rules and regulations promulgated from time to time by the Airport Manager for the administration of the airport.

ARTICLE II

INGRESS AND EGRESS

Upon paying the rental amount and performing the covenants of this Agreement, Lessee shall have the right of ingress to and egress from the Leased Premises for the Lessee, its agents, and invitees over the roadway provided by Lessor serving the premises, and the right of ingress to and egress from the landing area for airplanes. Lessor's roadway, aircraft parking ramps and taxiways shall be used jointly with other tenants at the airport and Lessee shall not interfere with the rights and privileges of other persons or firms using the airport and related facilities. Any roadways, aprons, taxiways, or parking ramps within the Leased Premises shall remain under the exclusive control of Lessee subject to the other provisions of this agreement.

ARTICLE III

OBLIGATIONS OF LESSEE

A. NET LEASE

The use and occupancy of the Leased Premises by Lessee will be without cost or expense to Lessor. It shall be the sole responsibility of Lessee to keep, maintain, repair and operate the entirety of the Leased Premises and all improvements and the facilities on the Leased Premises at Lessee's sole cost and expense.

B. MAINTENANCE AND REPAIR

Lessee shall maintain the Leased Premises at all times in a safe, neat and sightly condition and shall perform all necessary maintenance and repairs on a timely basis to preserve the improvements. Lessee shall not permit the accumulation of any trash or debris on the Leased Premises and any trash or debris resulting from Lessee's presence on and use of the Leased Premises shall be promptly removed to a disposal site off the premises of the airport.

In the event that Lessee fails to perform required maintenance or repair, including the removal of trash and debris, within five (5) days (or other reasonable time frame established by Lessor) of written notice from Lessor, the Lessor may perform such required maintenance or repair and bill Lessee for the cost thereof. In addition to the actual cost incurred by Lessor in performing the maintenance or repair, Lessee shall pay to Lessor the amount of \$500.00 as liquidated damages for Lessor's administrative costs and efforts to effectuate the maintenance or repair.

C. ALTERATIONS AND REPAIRS TO LEASED PREMISES

Lessee has inspected the Leased Premises. Lessee accepts the Leased Premises as is with all faults and in current condition.

The parties agree that Lessor has not made any warranty or representation as to the condition of the Leased Premises.

Lessee agrees not to construct, install, remove, modify or repair any of the Leased Premises without the prior written approval of the Airport Manager. Lessee must submit detailed plans and specifications for approval by the Airport Manager who shall consider not only the appropriateness of project itself but also the operating conditions of the Airport.

Any modification, repair, or improvement to the Leased Premises shall be done at Lessee's sole cost and expense. Lessee shall promptly pay all charges, fees, and expenses associated with any modification, repair or improvement to the Leased Premises. If Lessee fails to timely make payment and Lessor is required to make payment to a third party, Lessee shall immediately reimburse Lessor.

In addition, Lessee shall be responsible for any cost incurred in the moving of control panels for any airport function, including but not limited to lights, gas pumps, and telephones, that are necessitated by Lessee's project.

D. UTILITIES

Lessee shall assume and pay for all costs or charges for utility services furnished to the Leased Premises during the term of this agreement. Lessee shall have the right to connect to any storm and sanitary sewers, water and utility outlets at Lessee's own cost and expense.

If Lessor pays any delinquent amount on behalf of Lessee, Lessee shall owe such amount to Lessor immediately upon demand by Lessor.

E. TRASH, GARBAGE, ETC.

Lessee shall provide for the adequate sanitary handling and disposal, away from the airport, of all trash, garbage and other refuse generated by Lessee and shall provide and use suitable covered metal receptacles for all trash, garbage and other refuse.

Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Leased Premises shall not be permitted.

F. SIGNS

Lessee shall not erect, maintain, or display signage upon the Leased Premises; provided, however, that the Lessee may install a sign identifying Lessee and displaying Lessee's official logo upon approval by Lessor. Lessee must apply for and obtain a permit

for any signage from the City of West Plains if applicable. All signage must comply with the City's sign regulations.

G. NONDISCRIMINATION

Lessee, as a part of the consideration of this agreement, does covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate the facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended.

The Lessee, as a part of the considerations of this agreement, does covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended.

Lessee shall comply with all FAA and U.S. Code requirements as to nondiscrimination.

ARTICLE IV

TERM OF LEASEHOLD

The term of this lease shall be for _____ years subject to earlier termination as provided in this agreement ("Initial Lease Term"). The term of the agreement shall commence on _____. Lessee shall have an option to renew the lease for one (1) additional term of _____ years ("Renewal Term") on the same terms and conditions except the rental amount which shall be established by Lessor prior to expiration of the Lease Term. Lessee shall be deemed to have exercised its option to renew this lease for the Renewal Term unless the Lessee notifies the Lessor, in writing, of its intent to vacate the premises not less than sixty (60) consecutive calendar days prior to the expiration of the Initial Lease Term.

Between the date of execution of this lease and the date of commencement, Lessee shall engage in site inspection, develop plans for construction of a building meeting the

requirements of this agreement, if necessary, and obtain the approval of Lessor for the building and improvement plans. During this period Lessor grants to Lessee and Lessee's agents, representatives, and employees access to the Leased Premises for visual inspection (but not invasive studies or testing) as approved by the Airport Manager. Lessee's presence upon and inspections shall be subject to Lessee's indemnification obligations as set forth in this Lease.

ARTICLE V

RENTALS AND FEES

A. BASE RENT

Lessee shall pay Lessor annual rental for the Leased Premises, which is shown on the attached Exhibit A. The initial annual rental shall be in the amount of \$_____ per year, calculated at the initial rate of \$_____ per square foot per year. The annual rental shall be paid upon execution of this Lease and on January 1 of each year thereafter, without demand from Lessor and without any offset or credit. Rental rates and charges shall be adjusted on January 1 of each year in accordance with the city fee schedule as adopted or amended from time to time by the City Council. Lessee and Lessor may by subsequent agreement waive rental fees based on building usage or fuel consumption.

B. TIME AND PLACE OF PAYMENT

Rentals shall be paid on or before the first day of January each year for the annual rental. All payments are to be made to the City of West Plains, West Plains Regional Airport, 4523 Co Rd 2340, Pomona, Missouri 65789, or such other place as the Lessor may direct Lessee in writing.

C. NATIONAL EMERGENCY

In the event possession of the Leased Premises or the improvements thereon is assumed by the United States of America or the State of Missouri under any emergency powers AND Lessee is not able to use the Leased Premises at all, the rent due under this lease shall abate for the period of such possession. If the Lessee shall be reimbursed by a governmental entity for its assumption of possession, then the rental provisions of this lease shall remain in effect. However, if the reimbursement is less than the amount of rental, Lessee shall be required to pay to the City only such amount of reimbursement as it shall receive from the governmental entity.

ARTICLE VI

INSURANCE BY LESSEE

A. LIABILITY INSURANCE

Lessee shall provide written evidence of its liability insurance in a minimum amount of _____ with a carrier approved by Lessor. Lessee's insurance shall cover all injuries and death to persons and damage to property caused, in whole or in part, by Lessee's presence on the Leased Premises, Lessee's property and operations, and Lessee's acts and omissions.

Lessee's policy shall include Lessor as an additional insured. The policy shall provide that such policy is not intended as a waiver of Lessor's sovereign immunity.

Lessee's insurance carrier shall provide notice to Lessor prior to cancelation or expiration of any insurance policy required under this Lease.

B. RESTORATION OF CASUALTY LOSSES

In addition, Lessee shall maintain sufficient insurance to cover the loss of the improvements on the Leased Premises. In the event of fire or other loss to the Leased Premises, Lessee shall within ninety (90) days promptly restore the Leased Premises to their condition prior to the loss. Notwithstanding the foregoing, if the premises are totally destroyed or damaged to an extent which substantially interferes with the ability of Lessee to use the Leased Premises for the purposes described herein, then Lessee shall have the option to:

- (i) terminate the Lease, remove the damaged improvement and the debris and restore the surface condition of the Leased Premises to a state satisfactory to Lessor, and pay to Lessor the value of any improvements on the Leased Premises when the Lease was initially executed; or
- (ii) immediately remove all debris, rebuild the improvements within a reasonable period of time, and continue to pay the Lessor the lease payment without offset or credit.

ARTICLE VII

**TERMINATION OF LEASE,
ASSIGNMENT, TRANSFER AND CANCELLATION**

A. EXPIRATION

This Lease shall terminate at the end of the Initial Lease Term or Renewal Term, if exercised, and Lessee shall have no further right or interest in any of the improvements, except as provided in Article VIII.

B. TERMINATION BY LESSEE

This Lease shall be subject to termination by Lessee after the happening of one or more of the following events:

1. In the event City should cease to operate or maintain an airport at the location described herein.
2. The lawful assumption by the United States Government, or any authorized agency, of the operation, control or use of the airport, or any substantial part or parts thereof, in such a manner as substantially to restrict the activities of Lessee for a period of at least ninety (90) days.
3. Issuance of any court of competent jurisdiction of any injunction in any way preventing or restricting the use of the airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
4. The default by Lessor in the performance of any covenant or agreement to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the elapse of the applicable periods of time and this Lease shall terminate as of that date. Rentals shall be payable only to the date of the termination.

C. TERMINATION BY LESSOR

This Lease shall be subject to termination by Lessor in the following events:

1. Lessee abandons the Leased Premises.
2. Lessee discontinues its operations as outlined in Article I, Section B.
3. Any default in the payment of rent greater than ten (10) days after being due.
4. Default of any of the other covenants which shall continue for a reasonable time (as determined by Lessor in its sole discretion) following written notice from Lessor.
5. Lessee's violation of applicable law which impacts airport operations in the sole discretion of the Lessor; applicable law shall include but not be limited to federal, state, and local law, ordinance and regulations, FAA regulations, and regulations of the Airport Manager.
6. Lessee's repeated defaults of this Lease or violations applicable law or combination of any defaults or violations regardless of whether such defaults or violations impact airport operations; whether such defaults or violations are "repeated" shall be in the sole discretion of the Lessor.
7. Lessee's failure to obtain liability insurance as required by this agreement, or if any insurance policy required by this agreement expires or is canceled, then

Lessee shall cease all operation on the Leased Premises until proper insurance is obtained. If proper insurance is not obtained within fifteen (15) days, then Lessor may declare this lease terminated.

Lessor may utilize any self-help mechanism permitted by law. Upon default by Lessor, all rights of Lessee shall be terminated.

Failure of Lessor to declare this Lease terminated upon the default of Lessee shall not operate to bar, destroy or waive the right of Lessor to cancel this Lease by reason of any subsequent violation of the lease terms.

Upon termination, Lessee shall peacefully surrender possession of the Leased Premises.

D. WAIVER OF STATUTORY NOTICE TO QUIT

In the event Lessor exercises its option to terminate this agreement upon the happenings of any or all of the events set forth in Section C, a notice of termination shall be sufficient to immediately terminate this agreement. Upon such termination, Lessee agrees that it will immediately surrender up possession of the Leased Premises to Lessor.

E. ASSIGNMENT AND SUBLETTING

The Lessee shall not sublease or assign this lease without first obtaining the written approval of the Lessor and such approval shall not be unreasonably denied. If subleased or assigned, Lessee shall remain liable to Lessor for the remainder of the term of the lease to pay to Lessor any unpaid portion of the rental and fees. The sublessee or assignee shall not sublease or assign the lease except with the prior written approval of Lessor and Lessee and any assignment by the Lessee shall contain a clause to this effect.

ARTICLE VIII

RIGHTS UPON TERMINATION

A. FIXED IMPROVEMENTS

At the termination of this Lease for any reason, Lessor shall be entitled at its option to have the Leased Premises returned to it clear of all fixed improvements above ground level which have been constructed by Lessee and the Leased Premises restored to its original condition. Request for the removal shall be set forth in writing by Lessor to Lessee thirty (30) days prior to termination of this lease. If removal is not requested prior to said thirty (30) days, Lessee shall have no obligation for such removal and any improvements left intact by Lessee shall become the property of Lessor.

If Lessor requires such removal, Lessee may have ninety (90) days after termination in which finally to remove any improvements, and provided that such occupancy for purposes of removal shall be subject to ground rentals due hereunder. If Lessee fails to remove the improvements, they may thereafter be removed by Lessor at Lessee's expense.

Lessee shall be the owner of all of the improvements that it makes on the Leased Premises at its expense. Upon the termination of this lease, or any renewal thereof, Lessee shall have the right to remove the improvements at the cost of the Lessee, it being the purpose of the parties that the title to improvements shall not inure to the City through the theory of annexation. In the event Lessee elects to remove the improvements, Lessee shall at its cost restore the Leased Premises to their condition prior to the placing of the improvements thereon.

B. PERSONAL PROPERTY

Upon termination of this lease, Lessee shall remove all personal property from the Leased Premises within thirty (30) days after the termination, and if Lessee fails to remove the personal property, the property may thereafter be removed by Lessor at Lessee's expense.

ARTICLE IX

GENERAL PROVISIONS

A. LESSOR'S RESERVED RIGHTS

Lessor reserves the right to purchase the improvements constructed on the premises by the Lessee at any time during any term of this Lease, or upon the termination thereof. The purchase shall be made on the following terms: Lessor shall pay the fair market value of the improvements as determined by an appraisal completed by: (a) a certified appraiser selected by both parties or (b) the average of two appraisals completed by a certified appraiser selected by Lessee and a certified appraiser selected by Lessor. In the event the improvements are financed by the Lessor, the fair market value shall be determined by the average of two appraisals completed by a certified appraiser selected by Lessor.

B. SERVICES

Lessor shall have no responsibility or liability to furnish any services to Lessee other than those specified in this Lease, but Lessee may negotiate with Lessor for any additional services.

C. PARAGRAPH HEADINGS

The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this lease.

D. NOTICES, CONSENTS AND APPROVALS

Whenever any notice or payment is required by this Lease to be given to the parties, such notice or payment shall be deemed to have been given if enclosed in an envelope with sufficient postage attached to insure delivery, and deposited in the United States mail, addressed to:

LESSOR City of West Plains
 1910 Holiday Lane
 West Plains, MO 65775

LESSEE _____

or such other places as either party shall in writing designate.

E. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties.

F. AMENDMENTS TO LEASE

All amendments to this lease must be made in writing by mutual agreement of the parties, and no oral amendments shall be valid.

G. ATTORNEY FEES

If either party should bring legal action to enforce the terms of the agreement, the prevailing party shall be entitled to recover their attorney fees from the other party.

H. SURVIVAL

All Lessee's financial, payment, and reimbursement obligations and Lessee's indemnification shall survive expiration and termination of this Lease.

ARTICLE X

LESSEE'S INDEMNIFICATION AND RELEASE OF LESSOR

Lessee shall indemnify, protect and hold harmless Lessor from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by Lessee's presence on, use of and operations on the Leased Premises or other areas of the Airport and any fault, failure, negligence or alleged negligence of the Lessee, its agents, invitees, or employees.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above mentioned in West Plains, Missouri.

Lessee

City Administrator