



AIRPORT

DATE: January 22, 2020

FROM: Gregory B. Haug, Airport Director

ITEM: Agenda Item for January 28, 2020

A handwritten signature in blue ink, appearing to read "G. Haug", is written over the "FROM:" line.

REQUEST

Consider the approval of a trade out agreement with Newman Signs Inc. for billboard advertising.

BACKGROUND INFORMATION

Bismarck Airport has had an ongoing trade out agreement with Newman Signs for five billboard locations on airport property. The most current agreement expired on November 30, 2019. In response to the expiration of the agreement, airport staff negotiated a new agreement with Newman in the last quarter of 2019.

The terms of lease allow Newman Signs access to airport property for the purpose of installing and maintaining five multisided billboards. Four of the sign locations are on the west side of University Ave near the Airport Road intersection and the fifth board is located on the North side of airport property at the corner of Airport Road and Airway Avenue. In exchange for the five billboard locations, the airport receives sixteen 30 day 14x24 poster billboards and two twelve month 14x24 bulletin billboards per year. The term of the agreement is ten years with an automatic renewal period of ten years. The agreement has proper protections in place related to interference with aircraft communication and future airport development.

Airport staff utilizes the billboards received in the trade out agreement to promote awareness of the airport's services and airlines to individuals in Bismarck and western and central North Dakota.

City Attorney Combs has reviewed and approved the agreement. There are no costs associated with the trade out agreement.

RECOMMENDED CITY COMMISSION ACTION

1. Approve the trade out agreement between the City of Bismarck and Newman Signs Inc. for billboard advertising

STAFF CONTACT INFORMATION

Greg Haug, Airport Director, 701-355-1808, ghaug@bismarcknd.gov

Enclosures:

1. Proposed contract between the City of Bismarck and Newman Sign Inc.



P.O. Box 1728
Jamestown, ND 58402

Permit No. _____

Structure No. * See Below _____

LOCATION LEASE

THIS AGREEMENT is made and entered into in duplicate this 10th day of December, 2019, by and between City of Bismarck, Airport hereinafter called Lessor, and Newman Signs, Inc., d/b/a

Newman Outdoor Advertising of Jamestown, North Dakota, hereinafter called Lessee.

In consideration of the rentals hereinafter set forth, Lessor does hereby grant, demise and lease to Lessee for the purpose of erecting, placing and relocating and maintaining advertising signs structures and advertisements for single and double-faced signs together with all sign location rights the following described premises: Legal description: Please See Attached

_____ , County Burleigh, including all of Lessor's property abutting Highway 1804 (University Drive) , City of Bismarck State of ND and on terms hereinafter described. This lease is for a term of Ten (10) years and for the annual rent of \$ ** Trade

payable annually in advance. The term of the lease shall commence on December 1, 2019 and is an extension of a previous lease. The term of this lease shall be automatically extended for a like term of years unless the Lessor or Lessee gives sixty days written notice otherwise in advance prior to the end of the term.

The Lessee shall have free access over and across the lands of the Lessor for the purpose of the construction of signs, to illuminate, maintain, place or remove advertisements and structures and to remove brush, trees, or obstructions impairing the full view of the signs and use of the ground space and Lessee is granted easements as are necessary if electrification is desired. Lessor agrees any local electric utility company may establish electric power at the location if desired for any sign but at no expense to Lessor. Lessee has the right to install electronic communications, antenna and structures attached to the said billboard(s) to serve as communications devices for Lessee. Lessee agrees to remove any electronic communications, antenna or structure that interferes with any communication signals for aircraft. In the event a sign structure and or its utilities are placed where it will be in the way of airport development during the term of the lease, the sign structure or utilities will be moved within ninety (90) days, or a reasonable time mutually agreed upon, to another location on the airport property that is mutually agreeable with both parties at no cost to the Lessor.

The Lessor covenants and agrees that from the date hereof until this Agreement is terminated, no other sign will be placed on the lands of the Lessor herein described or within 600 feet of any sign located on any property described in this Agreement, and Lessor further covenants and agrees that the Lessor will not obstruct the view of the Lessee's sign or permit Lessee's sign to be obstructed in any way or any manner whatsoever. Lessee is granted the full interest of Lessor in the sign location rights on the above described premises. Lessor covenants and warrants that Lessor has full authority to execute this Agreement.

The Lessee covenants that it will do nothing in and about the premises to cause damage to fences or other structures of the Lessor located on the property and will take all reasonable care to avoid damaging the property of the Lessor. If Lessee damages Lessors property, Lessee shall restore property to its original condition. It is agreed that all property placed upon the premises by the Lessee shall always remain Lessee's property, and may be removed by the Lessee at any time prior to or within ninety (90) days or a reasonable time mutually agreed upon, after the expiration of the term hereof or any extension thereof.

This Lease may be terminated by Lessee, in the sole discretion of the Lessee, on thirty (30) days written notice to Lessor, at any time or under any circumstances. Upon termination, any obligation for future rents will cease and Lessor shall refund, pro rate, any rent paid in advance. Lessee shall remain owner of all advertising signs, structures, and improvements erected or made by lessee, and, notwithstanding the fact that they may constitute real estate fixtures, lessee shall have the right to, and be responsible for the removal of the signs, structures, and improvements at any time during the term of the lease or within ninety (90) days or a reasonable time mutually agreed upon after the termination of this lease or any extensions. Lessee may sell or assign all of the Lessee's right, title and interest in this lease to any person or business entity as assignee, subject to Lessor's written permission which shall not be unreasonably withheld, and upon the express written assumption by assignee of all the obligations of Lessee under this lease. Lessor acknowledges that Lessee shall be fully discharged from any and all obligations under this lease.

This lease shall be binding on and shall inure to the benefit of the parties hereto and to the assigns, executors, personal representatives, heirs and successors of the parties and shall run with the land and shall bind the owners of the real property described herein. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

If the Lessee is unable to attain the necessary permits required to build the structures, the lease will be null and void

This document drafted by Newman Signs, Inc
P.O. Box 1728, Jamestown, ND 58401, Phone 701-252-1970

* This lease includes (5) existing structures, 1558ST, 2286ST, 2616ST, 2619ST & 3564ST.

** Lease Trade Terms: -- (2) 14' X 24' bulletins annually. Lessee will reprint the ad(s) once every 36 months at no charge and the ad locations are subject to availability. Any additional ad changes will be billed to the Lessor at the current rate.
-- (16) 30 day poster faces annually placed in area markets at Lessor's discretion, subject to availability and includes one design annually at no charge to the Lessor. Any additional ad changes will be billed to the Lessor at the current rate.

By 

Title Operations Manager

The foregoing instrument was acknowledged before me

this 10th day of December, 2019

by James Englund, the Operations Manager
of Newman Signs, Inc., a corporation under the laws of
North Dakota, on behalf of the corporation.

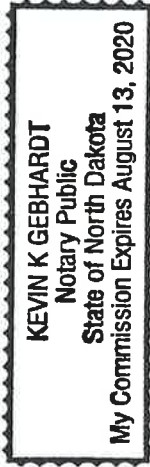


Signature of Person Taking Acknowledgement

Notarial stamp or seal (or other title or rank)

State of North Dakota

County of Stutsman



Authorized Signature _____ Lessor

Steve Beckken, President Board of City Commissioners.

Address: _____ Lessor

The foregoing instrument was acknowledged before me this _____ day of _____

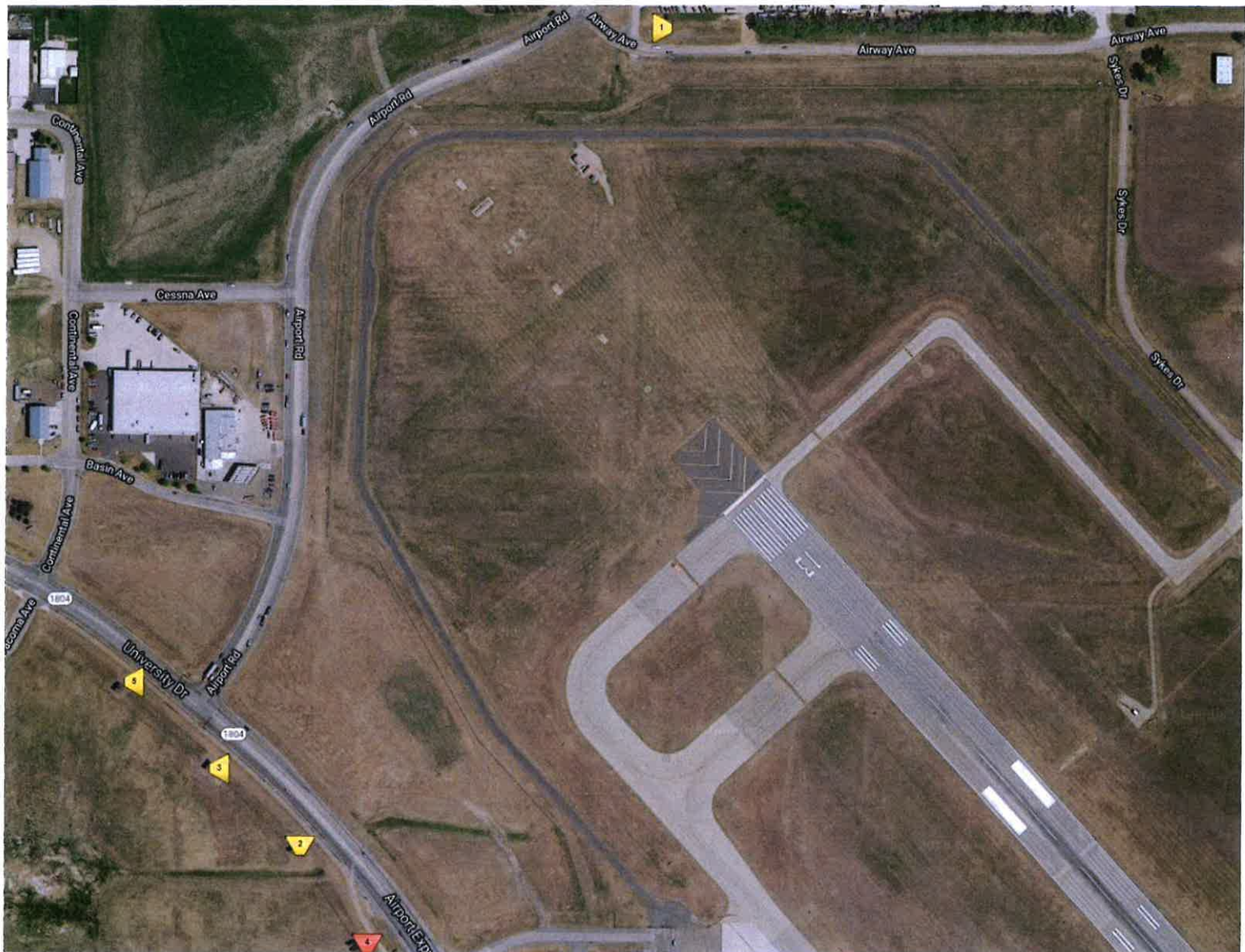
_____, by Steve Beckken
and President, Board of City Commissioners, Lessor(s)

Signature of Person Taking Acknowledgement

Notarial stamp or seal (or other title or rank)

State of _____

County of _____



Airport Rd
Airway Ave

Airway Ave

Airway Ave

Sykes Dr

Sykes Dr

Sykes Dr

Continental Ave

Cessna Ave

Airport Rd

Continental Ave

Basin Ave

Continental Ave

Cessna Ave

University Dr

Airport Rd

1804

Airport Exp





Jamestown, ND 58402-1728
701-252-1970
Toll Free 800-337-9770
Fax 701-252-7325

***LEGAL DESCRIPTION – CITY OF BISMARCK, AIRPORT – BURLEIGH COUNTY – CITY OF BISMARCK
STATE OF NORTH DAKOTA. PARCELS - 0115-010-040 and 0115-010-030***

Block One (1);

AND

Lot One (1), Block Seven (7);

AND

Lot Two (2), Block Seven (7).

All located in the Bismarck Airport Addition to the City of Bismarck, and located in Southwest Quarter of Section Ten (10), Township One Hundred Thirty-Eight (138) North, Range Eighty (80) West of the Fifth Principal Meridian in the County of Burleigh, State of North Dakota.



MEMORANDUM OF LOCATION LEASE

THIS MEMORANDUM is executed this 10th day of December, 2019, by NEWMAN SIGNS, INC. dba NEWMAN OUTDOOR ADVERTISING, Jamestown, North Dakota.

1) An Outdoor Sign Lease ("Lease") was entered into on the 10th day of December, 2019 by and between: Lessor: City of Bismarck, Airport

Address: P.O. Box 991, Bismarck, North Dakota 58502-0991

Lessee: Newman Signs, Inc. dba Newman Outdoor Advertising

Address: P.O. Box 1728 - 1606 6th Ave. SW, Jamestown, ND 58402

2) The Legal Description of the property ("Property") subject to the lease is as follows: Please See Attached

3) The term of the Lease is for Ten (10) years commencing when the first sign is installed on the leased premises, and automatically extends for a like term of years unless the Lessor or Lessee gives 60 days written notice to terminate prior to the end of the term.

4) This Memorandum is executed for the sole purpose of evidencing the Lessee's rights in and to the leased premises described above.

5) The terms and conditions of the Lease dated December 10th, 2019, shall, at all times, control the relationship between the parties and where the terms of this Memorandum are inconsistent with the terms of the Lease, the Lease shall in all things control.

This document drafted by Newman Signs, Inc.

By [Signature] Lessee
Title Operations Manager

The foregoing instrument was acknowledged before me this 10th day of December, 2019 by James Englund

the Operations Manager of Newman Signs, Inc. on behalf of the Corporation

[Signature]
Signature of Person Taking Acknowledgment
Notary stamp or seal (or other title or rank)

STATE OF North Dakota

COUNTY OF Stutsman

By [Signature] Lessor
Title President, Board of City Commissioners

The foregoing instrument was acknowledged before me this day of [Signature] by Steve Beckler.

the President of Board of City Commissioners

Signature of Person Taking Acknowledgment
Notary stamp or seal (or other title or rank)

STATE OF

COUNTY OF

