

# Mena Intermountain Municipal Airport

## Delinquent Payment Policy

Mena Airport is reliant on lease payments and fees to afford the daily operations of the airports functions. This makes timely receipt of these payments important. This policy is meant to demonstrate this concern but is not intended to be the final word in actions to be taken by the Airport Commission. Also, this policy is not intended to be a vehicle in which the commission severs one relationship to institute another unless the first is in an irreconcilable state.

### Definitions

Arrears - money not paid when due, usually the sum of a series of unpaid amounts, such as rent, installments on an account or promissory note. Sometimes these are called "arrearages."

Delinquent - not paid in full amount or on time

Leasee – the leaseholder that has entered into a contract for use of airport property

Terminate – nullify any agreement and severe all relationships with prejudice so as to recoup any monies due including seizing asset or other legal remedies available.

### Policy

1. An agreed upon payment is delinquent when it is more than 10 days past its contractual due date. On the eleventh day past the due date the time begins for this policy and will begin as the eleventh day. It is expected that if a payment will be delivered more than 10 days past its contractual due date that a telephone call or an email to the airport manager will be made acknowledging the arrearage and offering an expected date of payment.
2. If the airport manager acting on behalf of the commission agrees with the payment arrangement, this communication will "pause the clock" on this policy. The clock will restart as if it was never stopped should the payment not be made in accordance with the arranged payment date. The clock will remain paused for the next 180 days after payment is made to ensure the continued viability of the arrangement. If there are no further delinquencies in the 180 days all actions will cease. Likewise, if there are other delinquencies during the 180 day pause the clock will restart at its last count and will continue until either an equitable arrangement is made or termination of the lease.
3. If a delinquent payment can not be made in less than 30 days from its contractual due date it is considered "in arrears". If a payment becomes in arrears and no communication is made with the airport manager regarding a prospective payment date, a letter of intent to terminate will be sent as "Registered- Signature Required" to the leasee's address recorded with the airport. The letter will be reported to the commission on the date it is sent and reported again at the next commission meeting for the record. The commission will direct further actions to be taken as the situation continues at this meeting.
4. If an arrearage is not paid in full or other arrangements made through the airport manager by the 60<sup>th</sup> day the airport manager will take whatever action directed by the commission in accordance with the lease agreement. The some of the actions available under most lease agreements and Arkansas Law include the Right to Re-entry of the property, the right to relocate asset and re-lease the property without terminating the original lease and termination of the lease and seizure of asset for possible sale to recoup some or all of the arrearage due.