



PO Box 285 • Dallesport • Washington • 98617-0285
• Airport Management • 509-767-2272
manager@flycgra.com

**Agenda for the
MEETING OF THE AIRPORT BOARD
OF THE
COLUMBIA GORGE REGIONAL AIRPORT**

(Established cooperatively between the City of The Dalles, Oregon and Klickitat County, Washington)

Friday April 16, 2021 @ 7:00am

Airport Terminal Building and Zoom

Meeting ID: 992 8943 4203 Passcode: 176372

I. Roll Call

II. Approval of Agenda

III. Approval of Minutes

A. Regular Board Meeting Minutes of March 19, 2020

IV. Public Comments (Items not on the Agenda)

V. Board Member Reports

VI. Action Items

- A. CGCC Lease
- B. CGRA Development Standards
- C. CGRA Commercial Use Application
- D. Shaw Commercial Use Agreement
- E. CGRA Hangar Waiting List Application
- F. CGRA Hangar Waiting List Policy

VII. Discussion Items

- A. OR Audit Memo
- B. Budget Report / Check Register
- C. Alpine Plumbing

VIII. Management Report

IX. Adjournment

Next meeting: May 21, 2021



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MINUTES
COLUMBIA GORGE REGIONAL AIRPORT MEETING
March 19, 2021
Meeting at Airport Terminal

- PRESIDING:** Chair Jim Wilcox
- BOARD PRESENT:** Dave Griffith, Terry Trapp, Tim McGlothlin, Jacob Anderson, Norm Deo, Tim Urness
- BOARD ABSENT:**
- STAFF PRESENT:** Airport Managers David Rasmussen and Aryn Rasmussen

CALL TO ORDER

The meeting was called to order by Jim Wilcox at 7:03 am.

ROLL CALL

Roll call was conducted by Airport Manager, all members present

APPROVAL OF AGENDA

The agenda was approved as presented by unanimous consent.

APPROVAL OF MINUTES

The minutes were approved as presented by unanimous consent.

PUBLIC COMMENTS – None

BOARD MEMBER REPORTS – Jim reported that he and Dave have been talking regularly about multiple topics. Immediately following last month’s meeting the City manager and mayor received a letter with false accusations regarding the airport. The City Attorney responded.

ACTION ITEMS

A. CGCC Hangar Lease – Dave briefed the staff report. Dave started reviewing the proposed lease this week, he had questions about the terms and fee. There has not yet been a finalized

building plans which makes it difficult to assess fair market value for the lease. The lease for the flex space hangar was used as a guide, but management does not feel the lease as it stands is ready for the board to make a decision. Dave said he is hesitant to sign/approve a lease before more details are available, he does not want the airport to make commitments that will be detrimental later on if things change. Dan Spatz from CGCC is in support of outlining optional terms dependent upon financing, design, etc. Norm agrees it is best to take time upfront and make sure it is done correctly. Tim U. concurs right is better than fast. No action taken.

DISCUSSION ITEMS

A. Budget/Check Report – No Comment.

MANAGEMENT REPORT - Dave reported that he met with Jonathan and Angie this week to confirm all the dollar amounts on the letter to the FAA regarding the water rights transfer. It was sent to the airport's project Manager Ian on Wednesday afternoon. The letter is written in a clear and articulate manner that will encourage the FAA to give specific guidance if they have concerns. Dave's last conversation with the FAA was that they want to help get the issue resolved. Dave met with tenants who were concerned about the airport's requirement for insurance with hangar leases. Dave reached out to WAMA to get input from other Washington airports. Dave met with Julie and Angie to discuss next year's major projects and the bid process. The hangar roof replacement could potentially need to go out for RFP. Dave is still working with Dean Roderick to address the runway lights shorting out. Switching the motherboards did not work, meaning there is a short somewhere on the mile of runway. Dean is trying to locate the short and figure out next steps. Aryn briefed the new hangar lease tracker.

EXECUTIVE SESSION

No action taken.

NEXT MEETING

The next meeting will be April 16, 2021 at 7:00 am.

ADJOURNMENTS

Having no further business, the meeting was adjourned at 8:10 am.

SIGNED:

Jim Wilcox, Chair

Dave Rasmussen, Airport Manager



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AGENDA STAFF REPORT

MEETING DATE: April 16, 2021

TO: AIRPORT BOARD

FROM: AIRPORT MANAGER

ISSUE: CGCC Training Hangar Lease

BACKGROUND: Klickitat County in partnership with The City of The Dalles and Columbia Gorge Community College are in the process of applying for a Federal EDA grant to expand utilities to four additional aviation lots in the CGRA business park and construct a flex space hangar. A portion of this flex space hangar will be used by CGCC as part of their Aviation Maintenance Technician training program. Feedback from the EDA review committee suggested that a lease between CGRA and CGCC be included to show the financial value and serious intentions of all parties for the project.

BUDGET IMPLICATIONS: Increased monthly rental income from half of flex space hangar.

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** Move to approve CGCC hangar lease contingent upon EDA grant funding.
2. Move to approve CGCC hangar lease with following changes contingent upon EDA grant funding.
3. Move to take no action.

LEASE FOR TRAINING HANGAR
COLUMBIA GORGE
COMMUNITY COLLEGE

LESSOR: The real property and CGCC Aviation Maintenance Training Hangar facility are jointly owned by the City of The Dalles, a municipal corporation of the State of Oregon, and Klickitat County, a municipal corporation of the State of Washington, located at the Columbia Gorge Regional Airport (“CGRA”), 45 Airport Way, Dallesport, Washington, 98617, said City and County hereinafter collectively referred to as the “**Lessor**”.

LESSEE: Columbia Gorge Community College (“CGCC”)
400 East Scenic Drive
The Dalles, OR. 97058

Lessor leases to **Lessee**, and **Lessee** leases from **Lessor**, the Aviation Maintenance Training Hangar (“Premises”), which Building is located on Lot 22 as shown in the Binding Site Plan BASP2013-02, a copy of which is attached hereto and by this reference incorporated herein, on the terms and conditions stated below.

Section 1. Term. This Lease shall commence on July 1, 2022, and continue through June 30, 2052, unless sooner terminated as provided in this Lease.

Section 2. Rent. **Lessee** shall pay to **Lessor** as rent the sum of eight thousand five-hundred dollars per month (**\$8,500.00/month**). For the first ten years of this lease, the rent will increase 3% every two years in accordance with the Portland, Oregon Consumer Price Index. If **Lessee** wishes to add additional improvements to the structure, **Lessee** and **Lessor** will negotiate an appropriate increase to the monthly rate effective upon executing an addendum to this contract describing the improvements to be made along with the new lease rate. Upon completion of the tenth year, **Lessor** and **Lessee** shall determine, subject to Section 2.1, an appropriate annual rent schedule for the remainder of this Lease Agreement. Rent shall be payable on the first day of each month, in advance, at such place as may be designated by **Lessor**, except rent for the first and last months shall be paid upon the execution of this Lease. The rent for the month of June 2022 shall be prorated based upon the number of days of occupancy by **Lessee** during that month.

- 2.1 The amounts of the monthly rent referenced above were established after consideration of the Airport’s costs and needs for operation, inflation, taxes, the fair market value of the Leased Premises and the demand for rental space at the Airport. These amounts further recognize the value and benefit that shall accrue to Columbia Gorge Regional Airport and the aviation industry as a whole through the intended use of the hangar for aviation maintenance training by CGCC. The term “fair market rental value” means the most probable Lease rate in terms of money which the Premises, including those improvements thereon owned or extended by **Lessor**, would bring if exposed for Lease on the open market, with a reasonable time allowed to find a tenant, leased with full knowledge of the highest and best use of which the Premises could be put consistent with the then-most current Airport Master Plan, County and City Comprehensive Plans, and Federal Aviation Administration (“FAA”) regulations.

- 2.2 Execution of this lease is contingent upon funding award by the United States Department of Commerce Economic Development Administration (“EDA”) for the purposes of training hangar capital construction and other infrastructure improvements as described in EDA Proposal xxxxxxxxxx submitted by Klickitat County and City of The Dalles.

Section 3. Use of the Premises.

- 3.1 Permitted Use. The Premises shall be used for the following purposes:

Aviation Maintenance training by CGCC, as established in 14 C.F.R. Part 147 (“Airframe and Powerplant”) as administered by the FAA and subject to all related requirements of the FAA. All activities associated with this Lease shall take place in or immediately adjacent to the Premises.

- 3.2 Restrictions on Use. In connection with the use of the Premises, **Lessee** shall:

- 3.2.1 Conform to all applicable laws and regulations of any public authority affecting the Premises and the use. Upon written request, **Lessee** agrees to provide **Lessor** and/or the EDA with any document, evidence, or report in **Lessee**’s possession to the extent the same is reasonably required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.
- 3.2.2 Refrain from any use other than the permitted use that would be reasonably offensive to other tenants or owners or users of neighboring Premises, or that would create a legal nuisance. **Lessor** acknowledges noise and some odors are inherent in the maintenance of **Lessee**’s aircraft and agrees the presence of such noise and odors shall not constitute a breach of this Lease or a violation of **Lessor**’s rules and regulations.
- 3.2.3 Refrain from making any marks on, or attaching any sign, insignia, antenna, aerial or other device to the exterior or the interior walls or roof of the Premises without the written consent of **Lessor**. Notwithstanding the foregoing, **Lessee** shall have the right to place signage on the exterior of the Premises that identifies **Lessee**’s training program using **Lessee**’s college logo and is otherwise consistent in size and style with the exterior signage of other tenants. Further, **Lessor** hereby consents to the attaching of photographs, certificates, diplomas, artwork and other customary office interior wall attachments. All signs, insignia, antenna, aerial or other device affixed to the exterior of the Premises will comply with FAA, state, and local regulation.
- 3.2.4 **Lessee** shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises or into the stormwater system at the Airport (except for dispositions and releases permitted under applicable law resulting from the operation of the Premises for the Permitted use). In the event **Lessee** has any pollutant-generating material, processes and/or products which are exposed to stormwater, **Lessee** shall

comply with the requirements of applicable law, which may include an obligation to contact the Washington Department of Ecology (“DOE”) for an evaluation of whether coverage under DOE’s Industrial Stormwater General Permit is required. **Lessee** may store such Hazardous Substances on the Premises only in quantities necessary to satisfy **Lessee**’s reasonably anticipated needs. **Lessee** shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises, subject to the requirement for efficient operation of the Premises for the Permitted Use. Upon the expiration or termination of this Lease, **Lessee** shall remove all of its Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. **Lessee** shall maintain for the duration of the Lease term “Material Safety Data Sheets” for all hazardous substances used or stored on the Premises in a place known and accessible to the **Lessor** and the Airport Managers.

Notwithstanding the foregoing, **Lessor** shall be solely responsible for, and **Lessee** shall have no liability with respect to, any Hazardous Substances on, under, or within the Premises not introduced by **Lessee** or its agents, employees, or contractors.

- 3.2.5 Use by **Lessee** of heaters, air conditioners, freezers, or air compressors for power tools are limited to what is reasonably required for the use of premises specifically mentioned in Section 3.1 of this Agreement. Notwithstanding the foregoing, the following are approved for use in the Premises by **Lessee**: (i) FAA certified engine heaters installed on the aircraft engine(s) or approved for external use on the aircraft engine(s) in compliance with FAA regulations; and (ii) air compressors used for aircraft maintenance.
- 3.2.6 Only aircraft owned, leased, or operated by **Lessee** may be stored upon the Leased Premises. Notwithstanding the foregoing sentence, the Airport, including its fixed-base operator, may store aircraft upon the Leased Premises subject to the following conditions: (a) the fixed-base operator enjoys first right to store aircraft upon the Leased Premises only if hangar space is otherwise unavailable on the Airport and **Lessee** reasonably consents, in writing, to the occupancy; and (b) in the event the fixed-base operator exercises its right to store aircraft upon the Leased Premises, **Lessor** and **Lessee** shall evenly split the reasonable rental fee for the space assessed against the fixed-base operator, as determined by **Lessor**.

- 3.2.7 Aircraft washing will be allowed either in a designated area established by the Airport Manager, or inside the facility during winter months when weather conditions would prevent washing of the aircraft.
- 3.2.8 All fueling must be provided by the authorized/designated “Aviation Fuel Provider” established by the Airport Manager.
- 3.3.9 **Lessee** agrees to observe and obey all non-discriminatory policies, rules, and regulations promulgated and enforced by **Lessor** and any other appropriate authority having jurisdiction over the Airport and the Premises described in this Lease, during the term of this Lease. **Lessee**, its employees, and agents, shall faithfully observe and apply the rules and regulations. Rules and regulations are defined, but not limited to, the “Columbia Gorge Regional Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities,” approved as of April 1, 2007, a copy of which is on file at the Airport Manager’s Office. In the event of any conflict between the rules and regulations promulgated and enforced by **Lessor** and the express terms of this Lease, the terms of this Lease shall control. In no event may **Lessor** implement new rules and regulations, or amend or modify the existing rules and regulations, to materially increase **Lessee**’s obligations or liabilities, or to materially reduce **Lessee**’s rights under this Lease.

Section 4. Purpose and Non-Discrimination. **Lessor** and **Lessee** acknowledge that the Leased Premises were improved with a grant award from the EDA, Project No. **XX-XX-XXXXXX** (the “Award”), and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, **Lessor** and **Lessee**, and their successors and assigns, agree as follows:

- 4.1 The Leased Premises must be used in a manner consistent with the authorized general and specific purposes of the financial assistance award including non-relocation, adequate consideration, and environmental compliance. The Leased Premises must also be used in accordance with the EDA Agreement and Mortgage (recorded in Klickitat County as Auditor Document Number 1 125176), and the Award terms and conditions. Further, the Leased Premises may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. Part 302.20 or for inherently religious activities prohibited by applicable federal law. In particular, **Lessee** may not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age, or physical or mental disability.
- 4.2 Notwithstanding any language to the contrary contained in this Lease, **Lessor** shall be solely responsible for, and **Lessee** shall have no obligation with respect to, laws, codes or regulations relating generally to buildings (as opposed to **Lessee**’s particular or unusual use of the Premises) requiring structural changes to the Premises including, but not limited to, structural changes generally applicable under building and fire codes.

Section 5. Repairs, Maintenance, and Inspection.

- 5.1 Except for repairs necessitated by the use of the Leased Premises by **Lessee**, its agents, employees, and/or invitees, **Lessor** shall maintain the Premises in a condition which is equivalent or better than the condition which existed at the time of execution of this Agreement. **Lessee** agrees to keep the Premises in a neat, clean, and proper condition at all times. Any repair to the Premises, including repairs to major structural parts, which are required as a result of an act of the **Lessee**, its agents, employees or contractors, or any business visitor or invitee, shall be the responsibility of the **Lessee** subject to the provisions in this Lease dealing with waiver of subrogation. All other repairs to the Premises, including capital repairs and replacements and repairs to major structural parts, shall be the responsibility of the **Lessor**. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, **Lessor** shall not cause unreasonable interference with use of the Premises by **Lessee**. **Lessor** represents and warrants that the Premises have been built, and are currently, in compliance with all applicable building codes.
- 5.2 Upon reasonable advance notice to **Lessee** (except in the event of an emergency), **Lessor**, its agents, or local government authorities shall have the right to inspect the Premises for any reasonable purpose at any time. If the inspection reveals a condition or conditions which **Lessee** has the responsibility to repair, **Lessee** agrees to take immediate action to make such repairs upon written notice being given by **Lessor**. If the inspection determines that the **Lessor** is responsible for the repairs, the **Lessor** shall take immediate action to correct them. For repairs not discovered during an inspection by **Lessor**, if the **Lessor** is notified by **Lessee** in writing of the necessity of maintenance or repairs the duty of **Lessor** to make such repairs shall not mature until a reasonable time after **Lessor** has been in receipt of such notice.

Section 6. Insurance.

- 6.1 Insurance Required. **Lessor** shall keep the Premises insured at **Lessor**'s expense against fire and other risks covered by a standard comprehensive fire and liability insurance policy covering the full replacement cost of the Premises and the building in which it is situated. **Lessee** shall carry similar insurance insuring the personal property of Tenant on the Premises against such risks.
- 6.2 Liability Insurance. **Lessee** shall carry the following insurance at **Lessee**'s cost: commercial general liability insurance with a responsible company with limits of not less than two million dollars (**\$2,000,000.00**) on a combined single limit basis and fire insurance with an extended coverage endorsement covering **Lessee**'s improvements, **Lessee**'s personal property and the Leased Premises. Liability insurance shall cover all risks arising directly or indirectly out of **Lessee**'s activities on the Premises whether or not related to an occurrence or any condition caused or contributed to by **Lessor**'s negligence. Such insurance shall protect **Lessee** against the claims of **Lessor** on account of the obligations assumed by **Lessee** under Section 8 and shall name **Lessor** as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days written notice to **Lessor** prior to any change or cancellation shall be furnished to **Lessor** prior to **Lessee**'s occupancy of the property. The insurance shall be on a form and from a company reasonably acceptable to **Lessor**. Failure of **Lessee** to

maintain an approved insurance policy shall constitute a default under this Lease Agreement.

- 6.3 Waiver of Subrogation. Notwithstanding any language to the contrary in this Lease, neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage arising out of or incident to the perils required to be insured against herein, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall 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 use their best efforts to obtain such an Agreement from their insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes and Utilities.

- 7.1 Taxes. As an accredited public institution of higher education engaged in instruction, **Lessee** is not subject to the payment of property taxes. **Lessee** shall be responsible for license fees and other charges which are levied and assessed upon **Lessee's** interests in the Premises, by any legally authorized governmental authority.
- 7.2 Utility Charges. **Lessee** shall pay when due all charges for services and utilities incurred as a result of its use, occupancy, operation and maintenance of the Premises, including, but not limited to, water, gas, electricity, sewage disposal and power.

Section 8. Indemnification. **Lessee** shall indemnify, defend, save, protect, and hold harmless the **Lessor**, its officers, agents and employees from any claim, loss or liability, including reasonable attorney's fees, arising out of, or related to, any activity of **Lessee** on the Premises or any condition of the Premises in the possession of or under the control of **Lessee**. **Lessor** shall have no liability to **Lessee** for any damages to **Lessee** for any injury, loss, or damage caused by third parties or by any condition of the Premises, except to the extent caused by **Lessor's** negligence or breach of duty under this Lease. **Lessor** shall indemnify and defend **Lessee**, **Lessee's** owners, agents and members from any claim, loss, or liability arising out of or related to any activity of **Lessor** on the Premises or any condition of the Premises in the possession or under the control of **Lessor**, or any breach of this Lease by **Lessor**, except to the extent caused by **Lessee's** negligence or breach of duty under this Lease.

Section 9. Assignment and Subletting. **Lessee** shall not assign, sell, or transfer its interest in this Agreement or sublet any part of the Premises without having first obtained the express written consent of the **Lessor** (which consent shall not be unreasonably withheld, conditioned, or delayed) and the EDA, except no such consent will be required for (i) an assignment resulting from the sale of **Lessee's** business, the merger of **Lessee** and another company, or the consolidation or reorganization of **Lessee** and (ii) an assignment of this Lease to a parent, subsidiary, affiliate, division, or other entity controlling, controlled by, or under common control with **Lessee**. In the event **Lessee** attempts to assign, sell, or transfer its interest in this Lease Agreement or any part hereof, without having first obtained the required express written consent of **Lessor** and the EDA, **Lessee** shall be in breach of this Agreement and **Lessor** shall have an immediate right of entry.

Section 10. Default. The following shall be events of default:

- 10.1 Default in Rent. Failure of **Lessee** to pay any rent or other charge within ten (10) days after it is due where such failure continues for a period of five (5) days after **Lessor** notifies **Lessee** in writing of such failure (provided, however, **Lessor** shall only be required to provide such written notice to **Lessee** once during any calendar year).
- 10.2 Default in Other Covenants. Failure of one party to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent or other charges by **Lessee**) within thirty (30) days after written notice by the other party (or such additional time as is reasonably required to correct such default provided the other party has commenced the correction and is diligently prosecuting the same to completion).

Section 11. Remedies on Default.

- 11.1 Termination. In the event of a default, the Lease may be terminated at the option of the non-defaulting party by written notice to the defaulting party. Whether or not the Lease is terminated by the election of **Lessor** or otherwise, **Lessor** shall be entitled to recover damages from **Lessee** for the **Lessee's** default. **Lessor** may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.
- 11.2 Re-letting. Following re-entry or abandonment, **Lessor** may re-let the Premises, and in that connection may make any suitable alterations or refurbish the Premises, or both. **Lessor** may relet the Premises 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 concessions.
- 11.3 Damages. In the event of termination or retaking of possession following default, **Lessor** shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following damages:
- 11.3.1 The loss of rental from the date of default until a new **Lessee** is, or with the exercise of reasonable efforts could have been, secured and paying out.
- 11.3.2 The reasonable costs of re-entry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of **Lessee's** property and fixtures, remodeling or repairs costs, attorney's fees, court costs, recording costs, broker commission and advertising costs.
- 11.4 Late Fee. In the event **Lessor** fails to receive rent, or any other payment required by this Lease, within ten (10) days after the due date, **Lessee** shall pay to **Lessor** a late charge of five percent (5%) of the payment amount. **Lessee** shall pay the late charge upon demand by **Lessor**. **Lessor** may levy and collect a late charge in addition to all other remedies available for **Lessee's** default, and collection of a late charge shall not waive the breach caused by the late payment.

11.5 Remedies Cumulative. The foregoing remedies shall be in addition to, and shall not exclude any other remedy available to, **Lessor** under applicable law.

Section 12. Surrender. Upon termination of this Lease, **Lessee** shall deliver all keys to **Lessor** and surrender the Premises in good condition, and broom clean, subject only to casualty and reasonable wear and tear from ordinary use.

Section 13. Renewal Option; Renegotiation. If **Lessee** is not in default beyond any notice and cure periods at the time this Lease Agreement is scheduled to expire, **Lessee** shall have the option to extend this Lease for up to two (2) consecutive periods of ten (10) years each as follows:

- 13.1 The renewal term shall commence on the day following expiration of the preceding term.
- 13.2 The option may be exercised by written notice to **Lessor** given not less than ninety (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.
- 13.3 The terms and conditions of the Lease for each renewal term shall be identical with the original term except for rent. The amount of rent for each extension term shall be established after consideration of the Airport's costs and needs for operation, inflation, taxes, the fair market value of the Premises, and the demand for rental space at the Airport. The term "fair market rental value" means the most probable Lease rate in terms of money which the Premises, including those improvements thereon owned or extended by **Lessor**, would bring if exposed for Lease on the open market, with a reasonable time allowed to find a tenant, leased with full knowledge of the highest and best use of which the Premises could be put consistent with the then most current Airport Master Plan, County and City Comprehensive Plans, and FAA regulations.
- 13.4 Notwithstanding any other section of this Agreement, the parties shall mutually enjoy the right to renegotiate the terms of this Lease twenty (20) years following the date of its execution; provided, however, in no instance shall the renegotiated Lease, if any, violate any provision of law, grant assurance, or regulation consistent with the terms of this original Lease Agreement.

Section 14. Miscellaneous.

- 14.1 Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall 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.
- 14.2 Attorney Fees. Unless specified elsewhere in this Agreement, each party shall be responsible for the costs of their attorney fees in the event any action is initiated in connection with any controversy arising out of this Lease, including attorney fees at trial or on appeal.

- 14.3 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be: (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three (3) days after deposit in the United States mail; or (c) sent by fax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.
- 14.4 Interest on Rent and Other Charges. Any rent or other payments required of **Lessee** by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of twelve per cent (12%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. This is in addition to the five per cent (5%) "late fee."
- 14.5 Time of Essence. Time is of the essence of the performance of each of **Lessee's** obligations under this Lease.
- 14.6 Damage or Destruction by Fire or Other Casualty. In the event twenty per cent (20%) or more of the Premises is damaged by fire or other casualty, **Lessor** shall have the option to either rebuild the structure or terminate this Lease Agreement. In the event **Lessor** elects to proceed with rebuilding the structure, and it is necessary for **Lessee** to temporarily vacate the Lease Premises while the repair work is being completed, the monthly rental payment due from **Lessee** shall be abated during the period of time in which **Lessee** is unable to occupy the Premises while the repairs are being completed. In the event the **Lessor** elects to terminate the Lease Agreement, **Lessor** shall provide notice of the termination to **Lessee** within fourteen (14) days of the date the casualty occurred. In the event less than twenty per cent (20%) of the Premises is damaged, **Lessor** shall rebuild and/or restore the building and Premises.
- 14.7 Aircraft Use and Development. **Lessor** reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires of **Lessee** and without interference. **Lessor** reserves the right to direct and control all activities of **Lessee** when maintaining, developing, or improving the landing area of the Airport and all publicly owned facilities thereof; provided, however, **Lessor** agrees to use commercially reasonable efforts to minimize disruption to **Lessee's** use of its Premises. This Lease shall be subordinate to the provisions and requirements of any existing or future Agreement between the **Lessor** and the United States, relative to the development, operation, and maintenance of the Airport. There is hereby reserved to the **Lessor**, and its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport. Any physical taking of the Leased Premises for use by the **Lessor**, other than as provided herein, shall be considered a taking pursuant to the governmental power of eminent domain.

Lessee agrees that it will not erect or permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises. In the event of a breach of the foregoing covenants, **Lessor** reserves the right to enter upon the Leased Premises and remove the offending structure or object and cut the offending tree, all of which shall be at the expense of **Lessee**. **Lessee** agrees it will not make use of the Leased Premises in any manner which might interfere with the landing and taking-off of aircraft from the Airport or otherwise constitute a hazard. In the event of a breach of the foregoing covenant, **Lessor** reserves the right to enter on the Leased Premises and cause the abatement of such interference at the **Lessee's** expense. It is understood and agreed nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)). This Lease, and all provisions hereof, shall be subject to whatever right of the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport by the United States during the time of war or national emergency.

- 14.8 Removal of fixtures, furniture, and equipment. Upon termination of this Lease Agreement, or during the term of this Lease Agreement, **Lessee** shall have the right to remove all equipment, furniture and fixtures owned by the **Lessee**, which have not become attached to the Leased Premises. In the event **Lessee** removes any said equipment, furniture or fixtures which **Lessee** is empowered and entitled to remove and by such removal causes damage or injury to the Leased Premises, **Lessee** agrees to repair any damages or injury immediately, at **Lessee's** expense, and to restore the Premises to as good as state or condition as the Premises were at the beginning of the date of this Agreement.
- 14.9 Mechanic's and Materialman's Liens. Neither party shall permit any mechanic's, materialman's, or other lien against the Premises or the property of which the Premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished by or at its request. If any such lien shall be filed against the Premises or property of which the Premises forms a part, the party charged with causing the lien will cause the same to be discharged by payment, bonding, or otherwise within thirty (30) days after notice; provided, however, either party may contest any such lien, so long as the enforcement thereof is stayed.
- 14.10 Savings Clause. If any part of this Agreement or application thereof shall be determined to be invalid by a court of competent jurisdiction, such findings shall have no effect on the remaining portions of this Lease.
- 14.11 Written Agreement. Neither party has relied upon any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease Agreement may be modified only in writing signed by both parties. The headings of the paragraphs are for convenience only and are not part of this Lease, nor shall they be considered in construing the intent of this Lease Agreement.

Section 15. Audit and Inspection of Records; Retention of Records. At any time during normal business hours and as frequently as is reasonably deemed necessary, **Lessee** shall make available to **Lessor** and the EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease. All records in the possession of either party pertaining to this Lease shall be retained for a period of three (3) years after the expiration of the Lease or any extension thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period, or if other disputes have not been resolved.

Section 16. Applicable Law. This Lease Agreement shall be governed by the laws of the State of Oregon.

Section 17. Payments. Payment checks shall be made to the City of The Dalles, and **Lessee** shall mail Lease payments to the party below:

Finance Director
City of The Dalles
313 Court Street
The Dalles, Oregon 97058

Section 18. Notices and Communications. All notices and communications may be served by enclosing the notice in a sealed envelope and deposited in the United States Post Office as certified mail and received by the authorized party below:

Lessor: City Manager
City of The Dalles
313 Court Street
The Dalles, OR 97058

Lessee: Columbia Gorge Community College
Attn: Chief Financial Officer
400 East Scenic Drive
The Dalles, OR. 97058

EXECUTED _____ day of _____, 2021.

LESSOR:
CITY OF THE DALLES, a municipal
corporation of the State of Oregon

LESSEE:
COLUMBIA GORGE
COMMUNITUY COLLEGE
An independently accredited public
institution of higher education

Julie Krueger, City Manager

President

Attest:

Izetta Grossman, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Chairman

Commissioner

Commissioner

Attest:

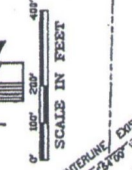
Clerk of the Board

Approved as to form:

Prosecuting Attorney

"BINDING SITE PLAN NO. BSP2013-02"
AN ALTERATION OF BINDING SITE PLAN NO. BSP2007-01
IN SECTIONS 26, 27, 28, 33, 34 AND 35,
TOWNSHIP 2 NORTH, RANGE 13 EAST, W.M.
DALLESFORT, KLICKITAT COUNTY, WASHINGTON

NOTE:
 1) LOTS 1-17 ARE CURRENTLY UNDEVELOPED. ROAD AND UTILITY IMPROVEMENTS ARE SCHEDULED FOR COMPLETION IN 2014 FOR JIM RILEY LOOP AND WHEELER AVENUE. IMPROVEMENTS INCLUDE UTILITY SERVICES TO LOTS 1-7.
 2) LOTS 18-46 OF BSP2007-01 ARE DESIGNATED AS FUTURE PHASES BY THIS BINDING SITE PLAN. THE AREA OF THESE LOTS AND ROADWAYS ARE SHOWN AS FUTURE BUSINESS PARK PHASES.
 3) ROADWAYS AND TURNOVER ARE CREATED FOR PUBLIC ACCESS AND PUBLIC UTILITY EASEMENTS OWNED AND MAINTAINED BY THE COLUMBIA COUSE REGIONAL AIRPORT.
 4) NO LOTS IN THIS BINDING SITE PLAN SHALL HAVE DIRECT ACCESS TO DALLESFORT ROAD. LOTS SHALL ACCESS THE PUBLIC ROAD SYSTEM BY JIM RILEY LOOP AND WHEELER AVENUE.



- LEGEND:**
- 5/8" REBAR WITH YELLOW PLASTIC CAP.
 - 5/8" REBAR WITH YELLOW PLASTIC CAP.
 - SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP. TO EXISTING PLS 30092.
 - FOUND MONUMENTS, AS NOTED.
 - CALCULATED CORNERS, NOT SET.
 - BRASS SCREW AND WASHER, PLUS #30 SIZE SET IN REF-21.
 - Existing FENCE LINE.
- FOUND MONUMENT NOTES ARE PER SECTION 13.03 AND OTHER CONTROLLING MONUMENTS WERE NOT REQUESTED FOR 2013 BSP ALLOCATION. BOUNDARY IDENTICAL TO BSP2007-01.

SEE SHEET 12 FOR CURVE AND LINE TABLE

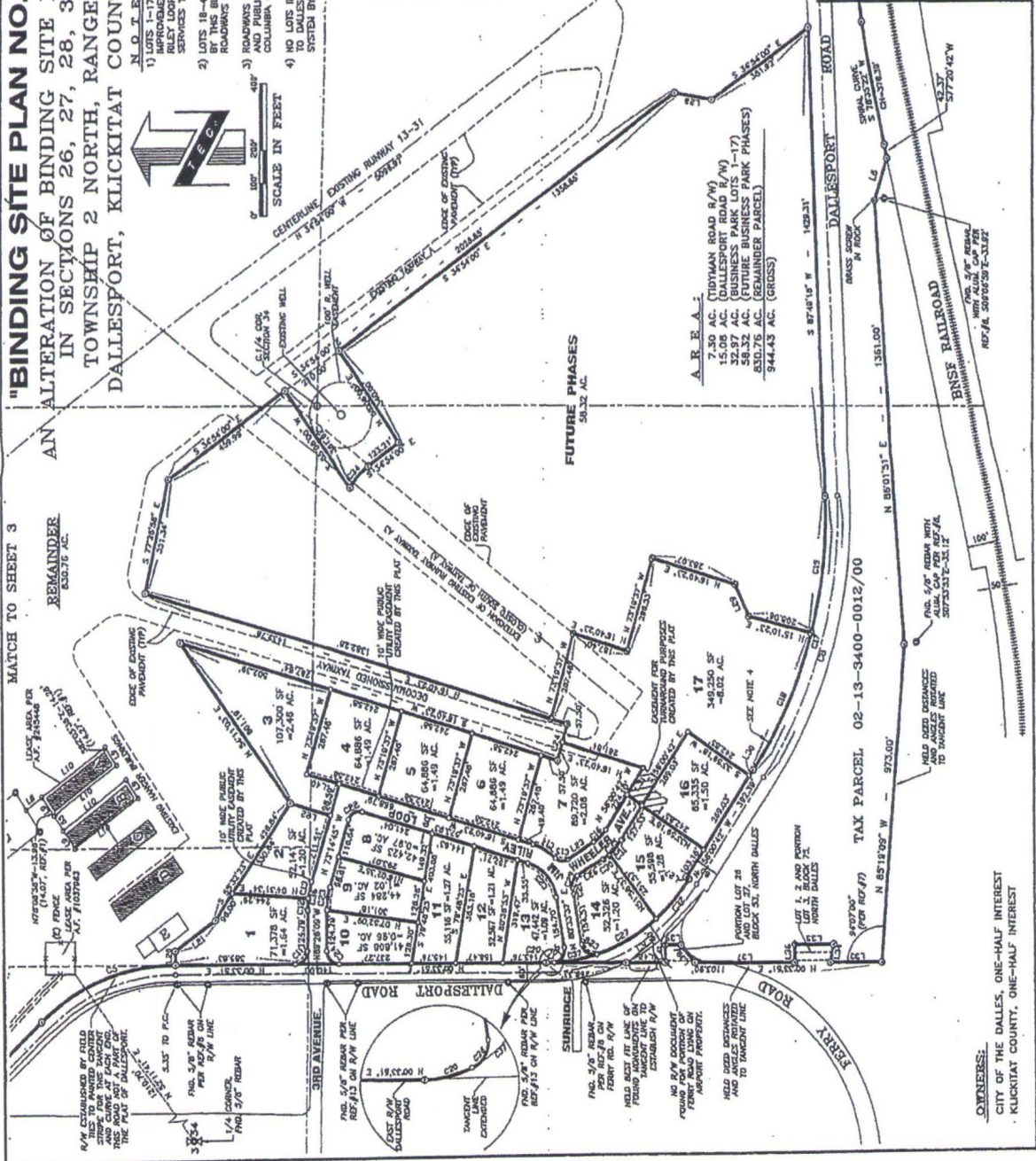


TENNESON ENGINEERING CORP.
 CONSULTING ENGINEERS
 2705 DALLES, DALLES, OREGON 97068
 PH: 503-288-8177 FAX: 503-288-8287

Prepared by: B.R.H. Date: 06/01/14
 Checked by: S.D.H. Date: 06/01/14
 S.D.H. (S.D.H. LICENSE NO. 13883) 9 of 12

DATE: 06/01/14
 THIS PLAN IS THE PROPERTY OF TENNESON ENGINEERING CORP. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TENNESON ENGINEERING CORP.

Benjamin B. Bessia, P.E.
 Licensed Professional Engineer
 License No. 13883
 State of Washington





PO Box 285 • Dallesport • Washington • 98617-0285
• Airport Management • 509-767-2272
manager@flycgra.com

AGENDA STAFF REPORT

MEETING DATE: April 16, 2021

TO: AIRPORT BOARD

FROM: AIRPORT MANAGER

ISSUE: CGRA Development Standards

BACKGROUND: Following the 2021 Visioning Meeting for the Airport, the board asked management to generate a document outlining development standards for any future development at the airport. Following this guidance management used development guidelines from multiple airports in the region and current unwritten policy to draft the attached CGRA Development Standards.

The proposed document has been reviewed and approved by City Legal representation. Management suggests the board consider if they are interested in including a variance clause authorizing the board to change any portion of the standards at their discretion.

BUDGET IMPLICATIONS: N/A

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** Move to approve CGRA Development Standards as proposed.
2. Move to approve CGRA Development Standards with addition of variance clause.
3. Move to take no action.

DEVELOPMENT STANDARDS
COLUMBIA GORGE REGIONAL AIRPORT

Effective Date: April 16, 2021

Chapter 1 Purpose

Development Standards promote consistent architectural design, site planning, and the visual appearance of structures and grounds on the Columbia Gorge Regional Airport (“CGRA” or “Airport”).

Development Standards ensure new structures and raw land development will be constructed in accordance with Federal Aviation Administration (“FAA”) regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development Standards also guarantee future developments will be designed and constructed in a manner enhancing both existing and future developments. All developments must avoid creating wildlife attractants.

Chapter 2 Lease Terms and Permitted Use

Section 2.1 Lease Terms

- a. Any proposed development on the CGRA is always subject to the approval of the FAA.
- b. No Airport land can be purchased.
- c. Lease terms for the purpose of constructing buildings shall not be for more than 20 years with a 20-year extension.
- d. Lease terms for the purpose of property not requiring structures shall not be for more than 20 years with a 20-year extension followed by a 10-year extension if mutually agreed upon prior to the end of a 40-year period.
- e. All leases shall have a reversionary clause transferring ownership of the asset to the Airport at the lease’s expiry.
- f. All leases shall give the Airport the right of first refusal to purchase at a market rate any privately developed improvements prior to lease’s expiry.
- g. No developer will be given an exclusive right to negotiate, option to develop, or any other form of exclusive control or potential control over Airport assets without first submitting a non-refundable fee of \$25,000 to the Airport. The fee can be applied to the developer’s lease upon completion of construction.
- h. The Airport, in its sole discretion, reserves the right to extend any lease for any reason.

Section 2.2 Permitted Uses

- a. No development shall, in any way, interfere with aviation operations on the Airport.

- b. Development in areas designated for aviation use must meet all FAA requirements for aviation-related activities in addition to the approval of the CGRA Board, City of the Dalles, and Klickitat County (“County”).
- c. Development in the Airport Business Park must be approved by the CGRA Board, City of the Dalles, and Klickitat County.

Chapter 3 General Development Standards

Development Standards are implemented for use in the design of hangars and other structures built on the CGRA but are not limited to structures only. Development Standards do not replace local building and fire codes implemented by local, County, state, and federal entities. All engineering standards for utilities are strictly enforced on any Airport development. Water and sewer utilities are provided by the Dallesport Water District and are subject to Dallesport Water District and Klickitat County standards for the installation and maintenance of the utilities. It is the responsibility of the developer to meet all relevant codes and laws and required standards. Development Standards apply to both proposed structure development and existing structure modifications. All improvements to a site accomplished to comply with County ordinances, these Development Standards, or any other code or law shall be the responsibility of the developer.

Section 3.1 Site Plan Review / Permits

- a. Pre-Design: Prior to the building site’s planning and design, the developer must meet with the Airport Manager to discuss the CGRA pre-development checklist.
- b. Construction Documents: The developer or designated representative shall prepare and submit an “Application for Land Lease” to the Airport Manager at least thirty (30) days prior to when action is required.
- c. The FAA requires an environmental study and decision before any construction or approvals may occur. It is the developer’s responsibility to provide all documentation and fees required of this process. The environmental review process will vary in length and the CGRA has no ability to inform the developer of the outcome or time the process may take to complete. If the findings do not support the developer’s proposed project, the lease will be terminated; or, at the developer’s request, the developer may submit alternatives to be considered by the FAA, if feasible. If the developer’s planned uses cannot be allowed, the lease will become null and void without compensation to either the developer or CGRA.
- d. FAA Review: The developer is responsible for submitting a “Notice of Proposed Construction Form 7460-1” to the Airport Manager for the Airport’s submission to the FAA for approval. The Airport Manager will assist with and submit the Form 7460-1 but the developer remains responsible for providing all necessary information regarding the project and ensuring all construction conforms to FAA requirements for development on the Airport. Form 7460-1 Permits may take ninety (90) days or more to process and approve. No building permit application to the County will be approved until FAA approves the submitted Form 7460-1.
- e. Permits: The developer is responsible for obtaining all applicable building permits from Klickitat County. All permits shall be obtained prior to any development. The Airport Manager and CGRA Board must approve all construction plans prior to the application

for any building permit. The developer remains responsible to meet all code, permitting, and FAA requirements regardless of Airport Managers approval.

- f. Survey Fee: If a survey fee is due at the time of application for a raw land lease, the developer is responsible for the cost of the fee, which allows the County to survey the desired location to write a legal description for the lease documents. The fee is credited toward the lease, provided the applicant finalizes the lease process and constructs the facility. The fee becomes non-refundable if the applicant fails to complete the lease and construction process, unless such failure is due to a negative FAA environmental outcome as addressed in paragraph C.

Section 3.2 Building Code

a. Airside

Setbacks from object-free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to FAA Specifications. Proposed site plans shall show the location and dimension of all object-free areas on impacted taxiways or taxi-lanes. These hangar development setbacks apply:

1. Hangars will be located outside the established taxiway/taxi-lane object-free area.
2. Hangars facing a major access taxi-lane shall have an FAA approved setback based on the wingspan of the largest aircraft able to be stored in any hangar accessible by that taxi-lane.

b. Property Airport/County

Developer must meet all local, state, and federal building codes and regulations as it relates to the proposed structure, including but not limited to Americans with Disabilities Act requirements, setbacks, parking, sidewalks, storm water systems, lighting, and landscape signs.

Section 3.3 Height Restrictions

The overall height of the proposed structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances shall any structure be permitted to exceed thirty-five feet (35'), as determined by Klickitat County code, or a height making it an obstruction under Federal Aviation Regulation ("FAR") Part 77, as depicted on the FAA-approved Airport Airspace Drawing, whichever is more restrictive. If the construction will exceed the County limit of 35' but will not be an obstruction under FAR Part 77, a variance from the Klickitat County code can be applied for from the County at the developer's expense.

All applications for development must include a completed and approved FAA Form 7460-1 and Notice of Proposed Construction or Alteration.

Section 3.4 Architecture

Structures erected at the CGRA shall meet all applicable building codes, including fire, electrical, and plumbing. Proposed structures will be reviewed by the Airport Manager, and Airport consultants at the Airport Manager's discretion, to determine compatibility with the

Airport Master Plan and Airport Layout Plan. The review does not constitute approval of the plan or any of its components.

- a. Construction Materials: Pre-fabricated, pre-engineered, or erected structures shall have a façade of masonry, concrete, powder-coated metal, or a combination of these materials. Other materials may be used if approved by the CGRA Board, the Fire Marshal, and the Building Inspector.
- b. Structural Requirements: All structures shall be constructed with steel framing.
- c. Exterior Color: All exterior surface colors shall be compatible with the surrounding area, at the CGRA's reasonable discretion, and adjacent structures and shall be non-reflective in nature. The term "compatible" is not intended to require the use of identical colors, designs, or construction techniques.
- d. Framing: All structures shall be totally enclosed. No open-sided structures shall be permitted except shade covers. Metal shade covers may only be built in designated areas with the approval of the Airport Manager and as permitted by Klickitat County code processes if applicable.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials, or excessive glass walls is permitted. No used of damaged or salvaged materials is allowed.
- i. Building glazing shall not cause glare or reflections to interfere with Airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
- ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

Chapter 4 Hangar Standards

Section 4.1 Hangar Size

The developer must provide the specifications required for the proposed aircraft, including but not limited to tail height, wingspan, and length. These specifications will establish the "Design Aircraft".

- a. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception at the discretion of the CGRA Board.
- b. Hangars shall be designed primarily to store aircraft and house aviation-related businesses requiring access to the runway and taxiways.
- c. Designs showing living quarters, storage for vehicles other than aircraft, or designs clearly showing accommodation for non-aviation uses will be denied.

Section 4.2 Paved Access

The developer shall provide paved access from the aircraft door of the hangar to the existing apron, edge of taxi-lane, or taxiway edge. The developer shall be cognizant taxi-lanes or taxiways do not encompass the entire areas between hangars but only the center sections of those areas accommodating aircraft landing-gear widths. The taxiway/taxi-lane generally range from twenty-five feet (25') to thirty-five feet (35') in width. The pavement strength and materials shall be designed to current Airport engineering and FAA standards.

Section 4.3 Office, Kitchen and Restrooms in Hangars

Hangar Owners are allowed, in accordance with County zoning and permitting requirements, to install offices, kitchens, and restrooms in their hangar, with such installations to be used only in conjunction with aviation purposes. Sleeping quarters are not allowed. The hangar may not be used for overnight stays or for any residential or non-aviation related activity. Living or residing in hangars is specifically prohibited. Crew quarters are allowed for facilities used for emergency life and health services, such as Air Ambulance or Fire Stations, requiring 24-hour crew availability.

Chapter 5 Construction Standard

All construction must be accomplished in a timely manner. A representative of the Airport reserves the right to inspect and reject any phase of the construction. Detailed plans and drawings of the proposed structure or development must be submitted to the CGRA Board for approval before building permits or land use requests are applied for. Approved permits or land use decisions issued by the County must be presented to the Airport Manager and acknowledged in writing before construction can begin. The developer must copy the Airport Manager on any correspondence or application submitted to any regulatory authority connected with the proposed development. The CGRA Board may withdraw its permission to build if the County-approved documents do not reflect the drawings and plans submitted to the Airport Manager prior to the developer's application to County. All construction materials must be secured and prevented from leaving the construction site due to wind or vehicle traffic.

Chapter 6 Clean-up and Reclamation

The developer shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. No excavated material may be removed from the Airport property without permission of the Airport Manager. If clean-up and reclamation work is not completed within 14 days after the issuance of a certificate of occupancy, the Airport shall have the right to complete said work or enter into a professional services agreement to retain a contractor to complete said work at the developer's expense, and said expense includes reasonable attorney's fees. No soil material may be removed from the Airport property for disposal unless approved by the Airport Manager.



PO Box 285 • Dallesport • Washington • 98617-0285
• Airport Management • 509-767-2272
manager@flycgra.com

AGENDA STAFF REPORT

MEETING DATE: April 16, 2021

TO: AIRPORT BOARD

FROM: AIRPORT MANAGER

ISSUE: Commercial Use Application

BACKGROUND: As the Airport continues to grow and develop a variety of commercial aviation enterprises are interested in conducting operations at CGRA. Currently the airport has no procedure to officially apply for a commercial operation. This could put the airport at risk for local, state and federal safety concerns. In addition, the airport has contractual obligations with other commercial operators on the airfield that management needs to ensure are being met. The proposed application will ensure management is aware of all commercial operations taking place at the airport.

BUDGET IMPLICATIONS: N/A

COUNCIL ALTERNATIVES:

1. **Staff recommendation: Move to approve Commercial Use Application as proposed.**
2. Move to approve Commercial Use Application with following changes (listed).
3. Move to take no action.



COLUMBIA GORGE REGIONAL AIRPORT - GENERAL AVIATION OPERATOR AND LESSEE PERMIT APPLICATION

New Application Renewal – Original Date _____

Type: Lessee Other (describe on page 2)

Name _____

Activity(ies) Conducted (attach additional sheets if necessary):

- | | |
|--|--|
| <input type="checkbox"/> Fixed Base Operator (providing aviation fuel) | <input type="checkbox"/> Flight Training (Including Ground School) |
| <input type="checkbox"/> Aircraft Maintenance | <input type="checkbox"/> Aircraft Charter |
| <input type="checkbox"/> Avionics Maintenance | <input type="checkbox"/> Aircraft Management |
| <input type="checkbox"/> Instrument Maintenance | <input type="checkbox"/> Aircraft Sales |
| <input type="checkbox"/> Aircraft Rental | <input type="checkbox"/> Aircraft Storage (Hangar) |
| <input type="checkbox"/> Aerial Tour (Sightseeing) | <input type="checkbox"/> Banner Towing |
| <input type="checkbox"/> Aircraft Washing / Detailing | |
| <input type="checkbox"/> Other _____ | |

Business Name	
Legal Name Of The Applicant	
Legal Address	
City, State, Zip	
START DATE (If New)	
END DATE (If Applicable)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> S Corp <input type="checkbox"/> Corporation <input type="checkbox"/> Other (describe)	
Airport Address	

Date Business Began	
Permanent Address	
City, State, Zip	
Business Telephone #	
Business Fax #	
E-mail	



COLUMBIA GORGE REGIONAL AIRPORT - GENERAL AVIATION OPERATOR AND LESSEE PERMIT APPLICATION

Contact Information for All Legal Owners. *(Attach additional sheets if necessary.) If no changes have occurred, please check here*

	Owner	Owner
Name		
Permanent		
Address		
City, State, Zip		
Telephone		
E-mail		
Cell phone		

	Emergency Contact	Emergency Contact
Name		
Home Phone		
Cell Phone		
E-Mail		

Insurance Information.

Insurance Company	
Policy Number	
Insured	
Additional Insured	
Minimum Scope and Limits	
Airport Managers Signature of Verification	

Employment Data and Based Aircraft.

Number of Employees	
Full-Time	
Part-Time	
Seasonal	
"N" Number of Aircraft	
(attach list if necessary)	

The Applicant hereby requests that the privilege to conduct commercial activities as described in this Permit, at the Columbia Gorge Regional Airport, be granted to the Applicant by the Columbia Gorge Regional Airport Commission. Additionally, the Applicant agrees to the following:

- **FEE PAYMENT:** The Applicant agrees to pay all applicable fees and other charges including late fees, interest, and penalties without offset of any kind whatsoever.
- **PERMIT LIMITATIONS:** This Permit is not valid unless signed by the Airport Manager. This Permit may not be assigned or transferred and is limited to engaging in the approved Activity(ies) in the location(s) designated and only for the time specified in the Permit.
- **INFORMATION CHANGES:** The Applicant shall notify the Manager in writing within 15 days of any change to the information submitted in this application.



COLUMBIA GORGE REGIONAL AIRPORT - GENERAL AVIATION OPERATOR AND LESSEE PERMIT APPLICATION

- **INSURANCE:** The Applicant shall procure and maintain throughout the duration of this agreement the requirements listed in the Columbia Gorge Regional Airports Commercial Use Agreement. Insurance must be verified by Airport Manager prior to approval of the agreement.
- **INDEMNIFICATION:** The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, recovered by any person whomsoever, occurring on the Leased Premises as a result of any operation, works, acts or omissions performed on the Leased Premises, including but not limited to any claim arising from the sale or availability of alcoholic beverages for human consumption or the actual consumption of alcoholic beverages by Lessee, its guests or invitees, whether business or otherwise.

Lessee and Contractors agree to indemnify, save and hold harmless, the CGRA, its officers, agents, servants, and employees from any and all damage and expenses recovered by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of any and all property, including CGRA personnel and CGRA property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee and Contractor, its agents, servants, employees, subcontractors, or tenants.

The Lessee and Contractor agrees to save and hold the CGRA, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, or claim for damages in connection with any actual infringement of any patent, trademark or copyright arising from any claim of such arising out of the operations. The Lessee and Contractor shall indemnify and hold harmless the CGRA from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee and Contractor.

In any and all claims against any party indemnified hereunder by any employee of the Lessee, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or for the Lessee or any contractor or subcontractor under worker's compensation or other employee benefit acts.

- **COMPLIANCE WITH REGULATORY MEASURES:** The Applicant shall comply with Columbia Gorge Regional Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities dated April 1, 2007, all statutes, ordinances, and resolutions of any applicable federal, state, or local governmental agency, and any and all directives concerning airport operations and safety issued by the Airport Manager.

The undersigned Applicant certifies that they are authorized to sign for the business and agrees to abide by all of the terms and conditions under which this request is being granted. If, at any time, the Applicant does not comply with all the terms and conditions of this Permit, the Permit shall be declared invalid and terminated.

I hereby certify that the information provided is true and correct.

Signature _____ Applicant

Title _____ Date _____



PO Box 285 • Dallesport • Washington • 98617-0285
• Airport Management • 509-767-2272
manager@flycgra.com

AGENDA STAFF REPORT

MEETING DATE: April 16, 2021

TO: AIRPORT BOARD

FROM: AIRPORT MANAGER

ISSUE: Dan Shaw Commercial Use Agreement

BACKGROUND: Current tenant Dan Shaw would like to enter into a commercial use agreement with CGRA to conduct aerial surveying and complex single engine aircraft instruction. These commercial activities do not conflict with any other commercial activities on the airfield. The current commercial use agreement has a combined single limit liability insurance coverage in the amount of \$2,000,000. After speaking with other airports in the region, management would propose adjusting the amount of insurance required to \$1,000,000 based on the size of the business.

BUDGET IMPLICATIONS:

COUNCIL ALTERNATIVES:

1. **Staff recommendation: Move to approve Commercial Use Agreement for Dan Shaw with the change of insurance coverage from \$2,000,000.00 to \$1,000,000.00.**
2. Move to approve Commercial Use Agreement for Dan Shaw as proposed.
3. Move to take no action.



COLUMBIA GORGE REGIONAL AIRPORT COMMERCIAL OPERATING AGREEMENT

THIS OPERATING AGREEMENT, made and entered into this 16 day of April, **2021**, by and between the Columbia Gorge Regional Airport (CGRA), which is jointly operated by the City of The Dalles, Oregon and Klickitat County, Washington (hereinafter referred to as LESSOR), and, Delta Sierra LLC (hereinafter referred to as OPERATOR).

1. USE

OPERATOR's use and services shall be limited to Aerial Surveying and Complex Single Engine Aircraft Instruction as stated Exhibit A at the Columbia Gorge Regional Airport within the operating area as hereinafter set forth in Paragraph 8. OPERATOR agrees not to use the operating area for any other purpose nor to engage in or permit any other business activity within or from the operating area. The OPERATOR only has such rights as are expressly set forth in this Agreement and the Agreement can only be amended in writing.

OPERATOR must at all times have a current business license issued by the State of Washington or the State of Oregon and such business license shall not be in lieu of any other requirements stated hereunder.

OPERATOR use of the Airport shall conform to all applicable laws, rules, and regulations as set forth in the Columbia Gorge Regional Airport Rules and Regulations and Minimum Standards for Commercial Aeronautical Activities dated April 1, 2007 and Federal Aviation Administration regulations applicable to the commercial activity being performed.

Permission to conduct commercial operations at the CGRA may not be sold, assigned, or transferred in any manner.

2. TERM

The term of this Agreement shall be for twelve (12) months commencing April 16, 2021 and ending April 16, 2021. Should the date of this Agreement begin prior to May 1, 2021, the commercial operating fee shall be prorated to reflect the actual period of operations for the first term. This Agreement may be renewed annually each April as long as all of the terms, conditions, and covenants of the Agreement are being kept, and all applicable laws, rules, and regulations of the CGRA have been observed, except as otherwise provided herein.

3. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice.

This agreement may be terminated or suspended by the Airport Manager for any noncompliance with the terms of this agreement, or any applicable law or ordinance.

4. RENT

OPERATOR agrees to pay LESSOR \$_____ annually payable on the _____ of each year. Said rent/field use is based on the current fee as established by CGRA Commission. Rent/field use fee shall be periodically reviewed and adjusted to reflect the most

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current fees as established by CGRA Commission. Said adjustment shall be made by written notice to OPERATOR from the Airport Manager.

5. INSURANCE

A. OPERATOR shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services or work contemplated hereunder by the OPERATOR, his agents, representatives, employees, or subcontractors. OPERATOR shall provide current evidence of the required insurance in a form acceptable to the LESSOR and shall provide replacement evidence for any required insurance, which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way; the Indemnification and Hold Harmless clause contained in this Agreement or the extent to which OPERATOR may be held responsible for payments of damages to persons or property.

B. Minimum Scope and Limits of Insurance

- (1) Minimum combined single limit liability insurance coverage in the amount of TWO MILLION DOLLARS (\$2,000,000) naming the Airport and its elected and appointed officers, employees and agents as additional insured. Such insurance shall include a certificate providing for not less than thirty (30) days advance notice to the Airport of cancellation thereof.

C. Verification of Coverage

OPERATOR shall furnish the LESSOR with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self- insured retentions.

D. OPERATOR must, at all times throughout the term of this Agreement, comply with current insurance requirements established by the CGRA Commission.

E. The procuring of such required policy or policies of insurance shall not be construed to limit OPERATOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, OPERATOR shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of "The Premises".

9. PROFESSIONAL LICENSES

OPERATOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of Washington

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or the State of Oregon, Columbia Gorge Regional Airport, and all other governmental agencies. OPERATOR shall notify the LESSOR immediately and in writing of her inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

10. HAZARDOUS MATERIALS

OPERATOR agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sub lessees, customers, licensees or invitees shall cause any hazardous materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the AIRPORT, or transported to or from the AIRPORT; provided that OPERATOR may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable environmental laws and LESSOR's rules and regulations. "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

11. INDEMNIFICATION CLAUSE

OPERATOR agrees to defend, indemnify, and hold harmless the Columbia Gorge Regional Airport, its officers, agents, employees, and volunteers from any and all claims, damages, losses, costs, and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property sustained or claimed to have been sustained arising out of activities of the OPERATOR or any of its officers, agents, employees, customers, invitees or subcontractors, whether such act is authorized by the Agreement or not; and OPERATOR shall pay for any and all damage to the property of the CGRA or loss or theft of such property, done or caused by such persons. CGRA assumes no responsibility whatsoever for any property placed on the Premises by OPERATOR, its officers, agents, employees, invitees or subcontractors, including aircraft. OPERATOR further agrees to waive all rights of subrogation against CGRA. The provisions of this Article do not apply to any damage or loss caused by the sole active negligence of the CGRA of any of its officer, agents, employees, volunteers, or subcontractors.

12. DISCRIMINATION

OPERATOR shall not discriminate because of race, color, creed, religion, sex, marital status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. OPERATOR affirms that it is an equal opportunity employer and shall comply with all applicable federal, state, and local laws and regulations.

13. ATTORNEY FEES

In the event any judgment is ordered in any action upon this Agreement, the party hereto against whom such judgment is ordered agrees to pay to the other party hereto, and that there may be added to such judgment an amount equal to the reasonable value of all legal services rendered in said action on behalf of the party in whose favor any such judgment is ordered and that such sum may be fixed by the Court in such action.

14. RESERVED RIGHTS

LESSOR reserves the right to further develop, improve, repair and alter the



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AIRPORT and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, and LESSOR shall be free from any and all liability to OPERATOR for loss of business or damages of any nature whatsoever to OPERATOR occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from the negligence of LESSOR or its employees, agents or contractors.

15. NOTICES

All notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States Mail.

TO: LESSOR

TO: OPERATOR

Airport Manager
45 Airport Way
Dallesport, WA 98617

Attn:

16. Applicable Law. This agreement shall be governed by the laws of the States of Oregon and Washington.

17. Payments. Rent payments required in this section shall be delivered to the
City of The Dalles
Oregon, 313 Court Street
The Dalles, Oregon 97058.

Rental payments may be made by cash or check payable to the City of The Dalles. OPERATOR assumes all risk of loss if payments are made by mail.

Airport Manager: **Aviation Management Services
P. O. Box 285 Dallesport,
WA 98617**

LESSOR:

OPERATOR:

CITY OF THE DALLES, a municipal
corporation of the State of Oregon

KLICKITAT COUNTY, a municipal corporation By: _____
of the State of Washington

By: _____

Airport Manager

By: _____

Airport Board Chairman

Daniel Shaw

1080 N Main Ave

White Salmon, WA 98672

3/19/2021

Columbia Gorge Regional Airport Board of Directors

45 Airport Way, PO Box 285

Dallesport, WA 98617

RE: Application for Use Agreement

To whom it may concern.

According to the RULES AND REGULATIONS FOR THE COLUMBIA GORGE REGIONAL AIRPORT dated 4/1/2007, anyone conducting aerial survey flights or flight instruction from KDLS must “apply for and receive authorization from the Airport Board and meet qualifications, standards and requirements of these Rules and Regulations” Section N 1.

Please consider this letter a formal application for Daniel Shaw, AKA Delta Sierra LLC for authorization to conduct “Limited Aerial Survey Flights” out of KDLS . Details of this request are as follows:

1. The aircraft for survey flights is stored in hangar B11 at KDLS, currently rented by the aircraft owner.
2. Survey flights originating at KDLS will not exceed 20 flights per calendar year.
3. All regulatory aircraft maintenance and inspections for commercial use are followed.
4. All regulatory pilot certifications for commercial flights are maintained.
5. All required insurance coverage will be in effect.
6. All other applicable Rules and Regulations for the Columbia Gorge Regional Airport will be adhered to.
7. In order to provide KDLS with currently unavailable complex airplane instruction capability, the aircraft may also be used for limited dual complex instruction for the complex endorsement. (no primary instruction or non dual instruction). All instruction to be provided by Dan Shaw, CFI. The number of hrs of instruction estimated to be less than 20hr/year.

Sincerely,

Daniel Shaw



PO Box 285 • Dallesport • Washington • 98617-0285
• Airport Management • 509-767-2272
manager@flycgra.com

AGENDA STAFF REPORT

MEETING DATE: April 16, 2021

TO: AIRPORT BOARD

FROM: AIRPORT MANAGER

ISSUE: Hangar Waiting List Application and Policy

BACKGROUND: Currently CGRA does not have a policy or application process to manage the waiting list. As airport management continues to develop the lease management program along with the increased demand in hangar space, it has become necessary to standardize this process. The proposed application and supporting policy will simplify the process for both management and customers.

BUDGET IMPLICATIONS: N/A

COUNCIL ALTERNATIVES:

1. **Staff recommendation:** Move to approve the Hangar Waiting List Application and Policy as proposed.
2. Move to approve Hangar Waiting List Application and Policy with the following listed changes.
3. Move to take no action.



Columbia Gorge Regional Airport
Aircraft Hangar Waiting List Application

Initial: _____ The primary purpose of renting a Columbia Gorge Regional Airport hangar is for the storage of aircraft.

Initial: _____ I have read and understand the Columbia Gorge Regional Airport Hangar Waiting List Policy.

1. Applicant Information:

Applicant Name*: _____

Co-Applicant Name*: _____

For aircraft registered
in the name of a business
provide Business Name*: _____

Mailing Address: _____

_____ City _____ State _____ Zip

Phone 1: _____
 Cell Work Home

Phone 2: _____
 Cell Work Home

Primary Email Address: _____

Secondary Email Address: _____

2. Aircraft you intend to store:

Is the aircraft a homebuilt or kit under construction? Yes No

N Number: _____ Manufacturer: _____ Model: _____

* **Initial:** _____ Applicant name(s) listed above will be used to complete the hangar Rental Agreement and must be listed on the FAA aircraft registration and insurance certificate.

Hangar Waiting List Guidelines

▪ **Notification Procedure:**

- a. **Initial:** _____ Applicants will be contacted first via telephone call then by email. If CGRA is unable to contact an Applicant through either method (i.e., invalid phone number or email address), management will attempt to reach an Applicant via the remaining contact methods. Applicants have five (5) business days from the date of contact to respond to the Airport. If no response is received by CGRA within five (5) business days after the date of contact, the Applicant's name will be moved to the bottom of the waiting list and the next person will be contacted.
- b. **Initial:** _____ Applicants are responsible for checking their ranking on the list. If an Applicant is near the top of the list and will be out of the area for an extended period, it is also the Applicant's responsibility to notify the Airport Manager, in writing, and so state whether the Applicant would accept a hangar during their absence if their name reaches the top of the List.
- c. **Initial:** _____ Any Applicant who declines a hangar solicitation will be removed from the list upon the third refusal.

Signature: _____

Date: _____

Please return the Aircraft Hangar Waiting List Application by one of the following:

Mail: Airport Manager, PO Box 285, Dallesport, WA 98617

Email: manager@flycgra.com

In person: 45 Airport Way, Dallesport, WA 98617

For questions call: 509-767-2272

For Staff Use Only:

Date Received: _____

Received By: _____ *please initial.*



COLUMBIA GORGE REGIONAL AIRPORT **HANGAR WAITING LIST POLICY**

The Columbia Gorge Regional Airport (“CGRA” or “Airport”) **Hangar Waiting List Policy** becomes effective April 1, 2021, as follows:

- a. All applicants shall submit an Aircraft Hangar Waiting List Application to the Airport Manager.
- b. Applicants will be contacted first via telephone then by email. If CGRA is unable to contact an Applicant through either method (i.e., invalid phone number or email address), management will attempt to reach an Applicant via the remaining contact methods. Applicants have five (5) business days from the date of contact to respond to the Airport. If no response is received by CGRA within five (5) business days after the date of contact, the Applicant’s name will be moved to the bottom of the waiting list and the next person will be contacted.
- c. Applicants are responsible for checking their ranking on the list. If an Applicant is near the top of the list and will be out of the area for an extended period, it is also the Applicant’s responsibility to notify the Airport Manager, in writing, and so state whether the Applicant would accept a hangar during their absence if their name reaches the top of the List.
- d. Applicants are responsible for keeping information on their application current.
- e. Any Applicant who declines a hangar solicitation will be removed from the list upon the third refusal.
- f. The Airport may deviate from the waiting list in emergency or special circumstances and only with the approval of the CGRA Board. The Airport shall incur no liability for such assignment to any party.
- g. A person purchasing an aircraft based at the Columbia Gorge Regional Airport does not acquire the assigned hangar space.
- h. Upon acceptance and assignment of hangar space, Applicants are required to enter into a Rental Agreement with the Airport effective on the date of acceptance of hangar space. Violation of the terms and conditions of the Rental Agreement or of CGRA’s Rules and Regulations may be cause for termination of the agreement.
- i. If two aircraft occupy a hangar space, both aircraft must be registered in the name of the person who executed the Rental Agreement. The Airport Manager must approve occupancy of more than one aircraft in a hangar prior to occupancy of the second aircraft.

Office of the Secretary of State

Shemia Fagan
Secretary of State

Cheryl Myers
Deputy Secretary of State



Audits Division

Kip R. Memmott, MA, CGAP, CRMA
Director

255 Capitol St. NE, Suite 500
Salem, OR 97310

(503) 986-2255

March 9, 2021

Board of Directors
Columbia Gorge Regional Airport
313 Court Street
The Dalles, Oregon 97058

We have reviewed the audit report of the Columbia Gorge Regional Airport for the period July 1, 2019, through June 30, 2020, in accordance with the provisions of ORS 297.465(3).

We focused our review on certain elements of the financial report including the major funds statements and key disclosures, including, but not limited to, deposits, receivables, and liabilities. We are pleased to report our tailored review resulted in no findings.

We appreciate your efforts in fulfilling the reporting requirements of Municipal Audit Law. If you have any questions or concerns, please call me at (503) 986-5160.

Regards,

Amy Dale, CPA
Audit Manager

cc: Merina + Co

Good afternoon all,

I want to preface this with I would love to see this AOA approved and it being used on a daily basis. I intend to keep working towards that goal for as long as it takes. I have talked about this multiple times over the last few years but this has really turned into the flavor of the week and I think it deserves a longer explanation. I understand TacAero along with others are extremely anxious to receive the approval from the FAA for the AOA. I think a little background will be helpful in framing this problem and what our potential solutions are. There are some well-intentioned folks out there pushing to get this approved but I don't think everyone fully understands the problem so I will do my best to explain it. Below is straight from the regional ADOs memorandum that I have attached and highly encourage everyone to read to fully understand the issue. I am also copying the link below so that there is no confusion where this comes from and I am not making this up as I get the impression some folks think.

https://www.faa.gov/airports/northwest_mountain/airport_safety/media/2019-01-Alternate-Operating-Area-Guidance-Cancelled.pdf

The alternate operations area (AOA) or alternate grass landing area as it sometimes known is a defined rectangular surface on an airport without a prepared hard surface (concrete or asphalt), intended for use for the landing or takeoff of aircraft, whose centerline is less than 700 feet from the centerline of an adjacent paved parallel runway. They are typically unpaved surfaces including aggregate, soil or turf. AOA's are adjacent (parallel) to established paved runways, but do not have the separation required for simultaneous operations and/or do not have FAA aeronautical study approval to function apart from the adjacent paved runway. These include parallel glider and ultralight operating areas in addition to those unpaved facilities for takeoff and landing of other fixed-wing aircraft (typically taildraggers with balloon tires). Conversely, an unpaved landing strip that is not parallel to another runway (i.e. is a crosswind), or has at least 700 feet of separation from another parallel runway, is a runway, and not an AOA. An AOA is not a runway. *Alternate operating areas exist on numerous airports and many have received FAA "approval" by simply appearing on an approved ALP - in some cases, despite a lack of file evidence of any separate aeronautical study or airspace approval specifically for the unpaved operating area.*

The airport had met all the requirements outlined in this memorandum and was in the final stages of getting approval. We were waiting on the email from the FAA project engineer approving the airport to place in on the ALP. That person left the FAA and in the timeframe between his leaving and his replacement lan coming on board, the FAA's national ADO office rescinded the three regional ADOs guidance memorandum. In my conversations with the FAA and other airport professionals I am not convinced, as are others that the FAA will ever issue guidance on AOAs. They are not runways so there are no regulations on construction, safety areas, maintenance etc. Operating a taildragger on the side of the runway is no different from a helicopter operating on the sod next to the runway and there are no regulations that say otherwise. They are essentially not a thing in regulation so unless the FAA decides to issue regulatory

guidance on an airplane landing off the runway, which I am 50/50 on whether they actually ever will, we are in our current situation.

Now the solutions. The solution I hear the most is "you need to call or write the FAA". My answer to that is I have many times and who else should I call? Just saying call or the write the FAA is not helpful and we have to approach this in an appropriate, professional manner. I know this is a hard pill to swallow from the local perspective but the FAA is a big machine and will keep operating whether or not we have a grass area next to the runway planes can land. We have to frame our way of doing business with them keeping that in mind. It is sometimes hard to separate the government side of the airport from the business side but working with the FAA is not like working in the local business community. You cannot just pressure them into complying with your demands. Seattle, Denver and Helena ADOs already tried to make a solution with this memorandum and it was rescinded from the national level so the solution is no longer with the regional ADO. I have a great working relationship with the ADO right now, they are extremely receptive to all of our unusual issues we have so I will not ruin that relationship over something that is essentially outside of their control at the moment. The airport does have other business with the FAA and I want to keep the relationship the way it is so we can continue to move forward in other areas. We need to avoid the pitfall of having tunnel vision with one project. So the solution I have it so try and gather support from other airports in the region who are having the same issue and try and petition the FAA through the regional ADO as a group or potentially through a member of congress. I think attacking this from a regional group of airports perspective would stand the best chance of success. I have reached out the other airport managers through the Washington Airport Managers Association to ask who else is having this issue and if they would like to petition the FAA as a group. If this avenue does not work I think the next approach is to write our elected officials as an airport community. We can form a letter from the board, the local county and city government and as individuals. We are in a great spot in that we can do the exact same thing from the Oregon side of the river. I can reach out the states pilot associations and try and go that route as well. If the FAA says no to ever issuing guidance we can work with that. We will treat airplanes operating on the grass next to the runway as we would a helicopter and the airport will just continue to routinely maintain the sod next to the runways. I am in a tough spot as an airport manager. I cannot and will not "open" the AOA officially without specific approval from the FAA and guidance to follow. I will not open the airport or myself to that kind of liability but I see no reason a pilot cannot use their own reasonable discretion to land adjacent to the runway and accept their own risk.

I would appreciate any suggestions on how to move forward. Please keep this in mind. Whenever anyone decides to go straight to the FAA or any organization I work with as the manager without going through me or at least the courtesy of letting me know it only slows down the process and makes the airport look unorganized and unprofessional. I have not figured out if that is an airport thing, a local thing or something common that maybe I am just not familiar with from the military world. For the time being I will continue to mow the grass around all the runways and do my level best to ensure the safety of all the pilots operating out of the airport.

David Rasmussen
Airport Manager
Columbia Gorge Regional Airport
Office: 509-767-2272
Cell: 334-470-7913

David, quick question, Are pilots currently using the grass strip. If not disregard the following rambling. what is our liability currently for a pilot using the grass strip (I didn't say AOA) for takeoffs or landings. I guess where I'm heading with this is, and correct me if I'm wrong, FAA won't/can't approve because were between guidance, and pilots using the grass strip by their own choice currently are (in) or (not in) violation of FAA regulations? And if they are not in violation by virtue of no guidance, what would keep them from continuing what they are already doing sans the approval of the FAA? Unfortunately you have caught me on a slow day. Non pilot Tim U

Gents,

This is what I have come up with for the college lease agreement. I wanted feedback from the board before I submitted it to Jonathan for final review.

Let me know any feedback or ideas you have.

David Rasmussen
Airport Manager
Columbia Gorge Regional Airport
Office: 509-767-2272
Cell: 334-470-7913

My concern is with article 3.1 stating that no aircraft shall "fly. I think this may severely limit the schools ability to do their required training.

As the FARs state: all aircraft must be tested and signed off, as "airworthy", prior to returning to service.

I realize this clause is designed to prohibit the college from competing with the FBO, but many schools use private aircraft in order to allow their students a varied experience.

Terry,

The college put that into the lease. They are specifically certified for aviation maintenance only and have no plans to be certified for flight training. The aircraft they are talking about are going to be torn apart and used for maintenance training and will not be airworthy. If in the future the college did decide to suddenly start a flight school we could always re negotiate the lease and you are correct that at that point TacAero would probably have some serious concerns.

Does that answer your question?