



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

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

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

Wednesday April 28, 2021 @ 7:00am

Via Zoom

Meeting ID: 308 785 9945 Passcode: 134979

I. Roll Call

II. Approval of Agenda

**III. Public Comments (Items not on the
Agenda)**

IV. Board Member Reports

V. Action Items

- A. Shaw Commercial Use Agreement

VI. Discussion Items

VII. Management Report

VIII. Adjournment

Next meeting: May 21, 2021



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AGENDA STAFF REPORT

MEETING DATE: April 28, 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 single engine aircraft instruction. According to the airport's grant assurances, it will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport. Based on this, the agreement maintains the \$2,000,000 insurance coverage requirement. Delta Sierra LLC already leases a hangar on the airport premises for \$300 a month with a lease that states the Premises shall be used for an aircraft hangar and for no other purpose unless specifically approved by the Landlord.

BUDGET IMPLICATIONS:

COUNCIL ALTERNATIVES:

1. **Staff recommendation: Move to approve Commercial Use Agreement for Dan Shaw as proposed.**
2. Move to approve Commercial Use Agreement for Dan Shaw as proposed with the following changes (listed).
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 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