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# CITY OF ASHLAND

## AIRPORT COMMISSION **AGENDA**

COMMUNITY DEVELOPMENT & PW BUILDING, 51 WINBURN WAY

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**November 1, 2016 9:30 AM**

1. CALL TO ORDER: 9:30 AM
2. Request for Additional Items from Commission Members
  - A. Public Forum:
3. APPROVAL OF MINUTES FROM October 4, 2016 MEETING
4. OLD BUSINESS:
  - A. FBO Lease
  - B. Action Item List
  - C. Airport Website Development
  - D. ODA Grant Application
  - E. Entry Road Landscape Design
5. NEW BUSINESS:
  - A. Airport: Good Neighbor Items
  - B. Hangar Rental Policy Discussion (Commercial definition)
  - C. Hangar Inspection & non-complying use
  - D. Master Plan RFP-Commission Representative
6. FBO REPORT(S):
  - A. Attached –
  - B. Maintenance Updates
7. INFORMATIONAL ITEMS:
  - A. Brown Bag Lunch
  - B. TC Meeting Update
  - C. Medford Update
8. NEXT MEETING DATE: **December 6, 2016 9:30 AM**  
Call Scott at 552-2412 if you will be unable to attend!

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator's office at (541) 488-6002 (TTY phone number 1-800-735-2900). Notification 48 hours prior to the meeting will enable the City to make *reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I)*.

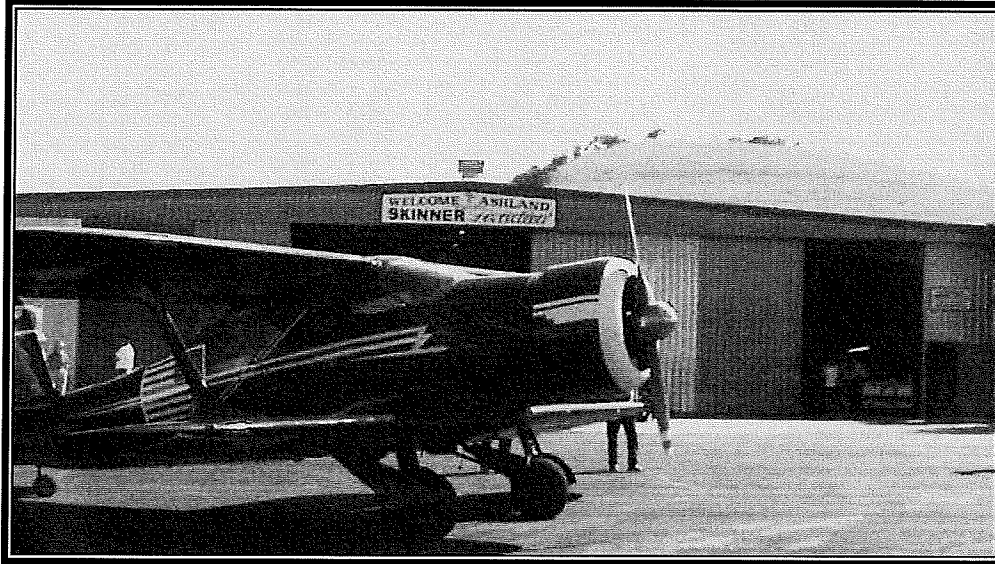


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# ASHLAND AIRPORT COMMISSIONERS

2015-2016

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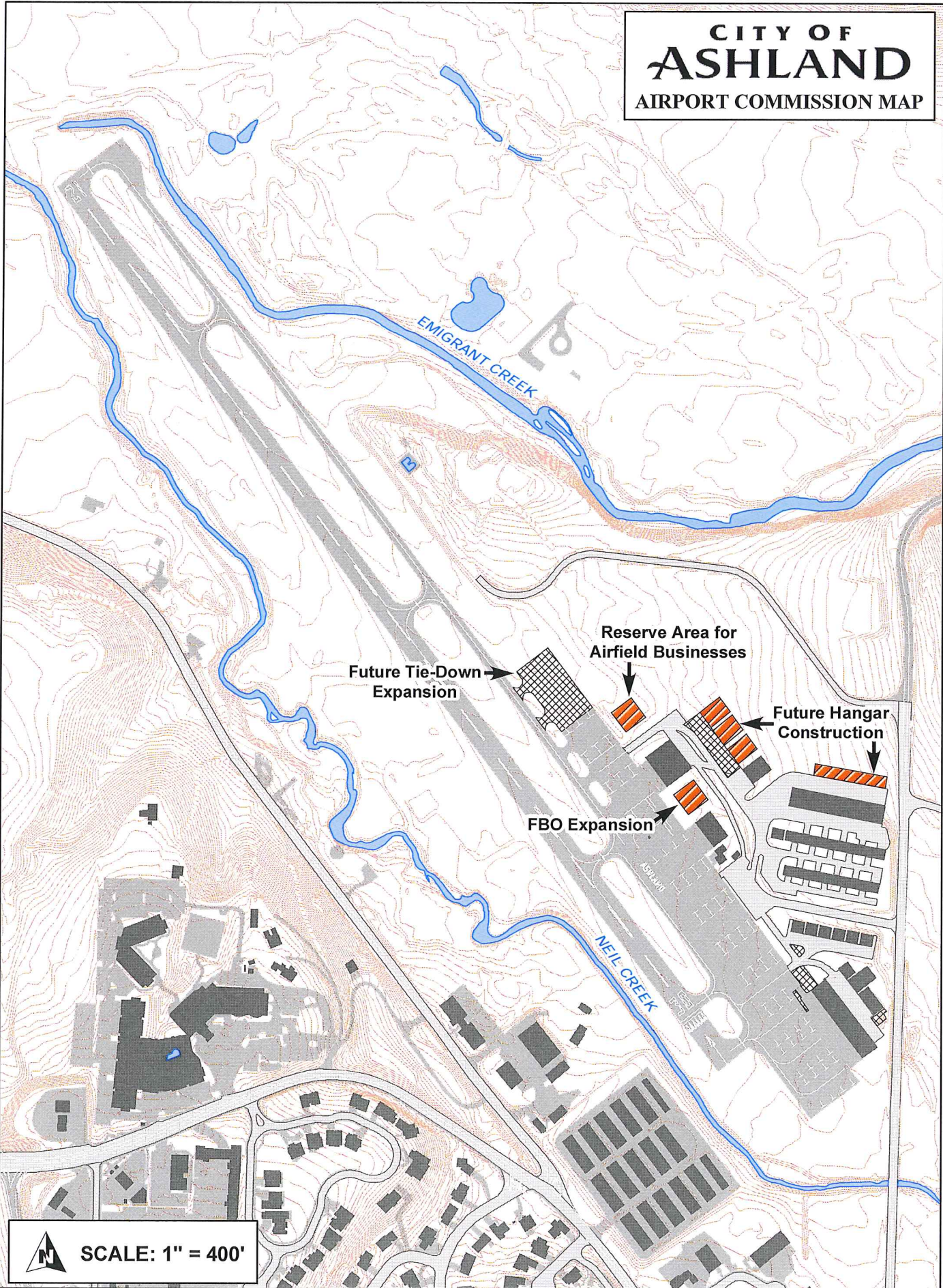
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<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>E-Mail</u>	<u>Term</u>
George Schoen	645 Ashland St	415- 298-4516	george.schoen@sbcglobal.net	2017
William Skillman	635 Oak Knoll Drive	482-2148	Skillman_Ashland@yahoo.com	2019
Sherm Lucas	420 Taylor St.	482-2081	sherm.lucas@charter.net	2017
H. Lincoln Zeve	2710 Siskiyou Blvd.	482-5436	lincolnzeve@gmail.com	2019
Alex Censor	185 Oaklawn Ave	488-5683	acensor@fastmail.fm	2018
Alan DeBoer, Vice Chair	2260 Morada Lane	944-1600	awdb@aol.com	2017
David Wolske	1390 Frank Hill Road	482-3233	david@davidwolske.com	2018
William Butler, Chair	1956 Crestview Dr.	488-0970	Billbashland@charter.net	2018
Susan Moen	43 Morninglight Drive	201-0678	silverwinglodge@charter.net	2019
Michael Morris, Council Liaison	20 E. Main St.	890-0506	mike@council.ashland.or.us	
Bob Skinner – Fixed Base Operator	403 Dead Indian Memorial Rd.	482-7675	bob@skinneraviation.com	
Scott Fleury, Staff Liaison	20 E. Main Street	488-5587	fleurys@ashland.or.us	

Website: <http://www.ashland.or.us/SectionIndex.asp?SectionID=494>

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**CITY OF  
ASHLAND**  
AIRPORT COMMISSION MAP



 **SCALE: 1" = 400'**



## ASHLAND AIRPORT COMMISSION

September 6, 2016

### MINUTES

**Members Present:** Bill Skillman, Lincoln Zeve, Sherm Lucas, George Schoen, Bob Skinner, Alan DeBoer, William Butler, David Wolske, and Mike Morris

**Staff:** Scott Fleury, Kaylea Kathol and Kyndra Irigoyen

**Members Absent:** Susan Moen and Alex Censor

**Guests:** Joyce Woods and Mike Bull, and Daniel (JLC).

1. CALL TO ORDER: 9:30 AM
2. AGENDA ITEM ADDITIONS: None.
3. APPROVAL OF MINUTES: Motion to approve the minutes, first by Zeve and Seconded by Skillman. All approved.
4. OLD BUSINESS:
  - A. FBO Lease: Fleury added section into the lease referencing the pollution insurance subsidy. Language included how the subsidy would get paid on a yearly bases to support the fuel trucks. If Bob decided to discontinue fuel truck service, the subsidy paid that year would be paid back at an amortized rate. Next he will clean up the language, finalize document, and get copy to legal for approval. Commission would like to be signed by the end of the year.
  - B. Webcams: Kathol said they are not connected on website. Burkhalter has not had time to look at these. System yet due to other work priorities.
  - C. Action Item List:
    1. Riparian Restoration: Fleury is having discussions with the Fresh Water Trust regarding potential restoration projects. Pushing them to look at Emigrant Creek and Neil Creek for a restoration project as one of Bureau of Reclamation requirements for biological improvements.
    2. Paving dirt areas around the hangars: No changes.
    3. Hangar enclosure project: No changes.
    4. ODA inspection improvement and tie down chain repairs: There a couple of chains left that need replacements. Additional chains still need to be purchased.
    5. Pain on surface – There are four pieces to this project: the curve around

JLC; discontinuity between the taxi edge and Sky Research hangar; the main ramp striping; and painting of segmented circle. We also have the Ashland logo and the compass rose that needs to be repainted.

6. Security Camera System Improvements: No changes.
7. Fly Friendly Pamphlet: Pamphlet complete.
8. Storage Box: No changes.
9. Crack seal and weed spraying project: Will start on the 10-10-16, weather permitting.
10. Tree topping project: All the work is done, need to formulate bid tab and send out document. It would be good to know how far they encroach into the zone, so we know how many feet they grow on an annual basis.
11. Webcams: Discussed earlier in meeting.
12. Entry road: KenCarin is working on entry design and will hopefully be here next meeting. Discussed removing and relocating old airport sign.

**Motion to remove old sign. All in favor and one opposed.**

**Motion to preserve old sign and relocate. All in favor.**

Butler asked if anyone was opposed to keeping the sign and relocating it. Zeve and DeBoer opposed this. Zeve said there will be installation and maintenance expenses.

**Chair moves that the sign be retained and that Skinner and Skillman be appointed as a committee of two to decide its fate. All in favor and one opposed.**

13. Runway safety area: Grading work has not happened yet. Butler did a cursory survey, the RSA is in good shape, and the only low places are places that were intentionally graded low for drainage. There are a couple of places where gofers seem to congregate, that need to be graded in. All of the FAA installed facilities have concrete pads to hold the weeds at bay. Can we investigate the possibility of putting a skirt around our facilities or something that will keep the weeds from growing?

- D. Airport Website Development: Kathol made fonts darker. Working on search terms. Webcams are not linked yet, but will happen when Burkhalter has time. Zeve asked if Burkhalter is the right person to do this, for lack of time. Kathol said someone in the IT Department may be able to help. Butler asked for this to be an action item for next month and for Kathol to find the person who could help. Zeve asked the Commission to look at website to find errors. Butler asked to add links to Medford approaches. Kathol asked that someone else have access to the website for updating purposes. Skinner said that his front desk employee could offer assistance.

- E. City Council Presentation (9/20):

## 5. NEW BUSINESS:

- A. Airport Good Neighbor Items: Joyce Woods came to the Commission to discuss an email she sent about the low flying airplane. She lives in the airport path. She was walking to the gym and the airplane was flying very low she could have taken a picture of who was in the airplane. She has stopped walking to the gym because she was so freaked out by it. The airplane did this four or five times. Butler said whoever is doing this multiple times is most likely doing flight training. This could have been an inexperienced pilot. Skinner will provide his phone number to Woods to contact him in the event that this happens again.

Skinner had Eva stop by the other day about a helicopter flying low by her house. It was a contract helicopter for the Oregon Department of Forestry. He was able to inform know.

- B. ODA Grant Application: This program is taking the fuel tax increase and creating a grant program for GA and commercial. Copy of grant application in packet and due by October 14<sup>th</sup>. Fleury's recommendation is the Commission apply for the match for the master plan. For the next cycle, we should apply for the taxi lane rehabilitation. The match would be 10%, we currently have \$300,000. Budgeting for master plan project.

### **Motion to approve the use of the grant for that purpose. All in favor.**

Fleury said the master plan needs one final edit and can be released within the next month or two to align with the FAA's spring grant cycle. We have to advertise to make the selection, scope master plan, once scoped, we have to have an independent fee review of the scope and fee. This information is then submitted to FAA to review and approval, then a grant will be issued. This will probably wrap up in April. In the past we have had a grading team with a member from the Commission involved. Commission will make nomination for member of the grading team at the next Commission meeting.

- C. Hangar Rental Policy Discussion: Burl moving out of Matzger hangar. We purchased the remaining lease rights a few years ago and are renting out for \$450 a month. When we purchased the hangar we discussed who gets first right to rent the hangar. Initially, we went to the commercial waiting list based on the cost and size of the hangar. Fleury is asked the Commission if this policy should remain. Skinner said we have a commercial hangar waiting list that has a few people on it. In his records, JLC Avionics is in the top position with Brim Aviation, then Vortex, then Kirby Mills Pilot Rock Aviation, and so on. Skinner will investigate the dates of the list and when JLC and Brim went into their hangars. Fleury suggests following along with the existing policy while working on a new policy. This item will be brought back to the next Commission meeting and to create the definition of a commercial hangar.

6. FBO REPORT(S):

- A. Attached
- B. Maintenance Updates: Fire inspections are scheduled for October 25, 27, and 28. We will put a notice on the door of the FBO to let tenants know. Fleury will send out email to notice people. The fire marshal will be able to do the inspection from a tablet on site which will update the information in real time.

There is still a noise abatement sign that is at the south end of the airport. There is still a weed issue.

During the fire inspection they will be evaluating the utilization of the hangars as well. Butler asked Skinner to bring back anyone who is not in compliance back to the Commission and to add this as an agenda item for next month to figure out how to enforce this.

7. INFORMATIONAL ITEMS:

- A. Brown Bag: Butler gave an over of last month's meeting.
- B. Transportation Commission: No update.
- C. Medford Airport: No update.

NEXT MEETING DATE: November 1, 2016 beginning at 9:30 AM

ADJOURN: Meeting adjourned at 10:59 AM

Respectfully submitted,

Kyndra Irigoyen  
Administrative Assistant  
Public Works Department





NOV 14 1988

CITY OF ASHLAND  
RENTAL AGREEMENT  
"T" HANGAR(S)  
ASHLAND MUNICIPAL AIRPORT

12  
"T" HANGAR NUMBER

This agreement, made and entered into at the City of Ashland, Oregon this 15th day of Nov., 1988, by and between City of Ashland, hereafter called the City and:

John Maurer/Skylane Assoc., hereinafter called the renter(s).  
(renter)

Kerr Jones / Tom Houser / John Hamblin  
(renter) (renter) (renter)

12-97  
arrived  
out.  
x Dr.  
Lodden  
x 700.  
(out of  
Kerr)

✓ Robt. Houser 12-14/88

The renter(s) agrees that these are the only person(s) to use the "T" hangar at this location. No others may use these premises unless written permission is obtained from the City. The City has the option to require additional rent for additional tenants.

The City rents to the renter(s) the following unfurnished premises located at Ashland Municipal Airport, 401 Dead Indian Road, Ashland, Oregon, 97520, in accordance with the following terms and conditions:

(1) Rental Fees. The term of the rental agreement will be month to month beginning on the 1st day of October 1988 for an initial monthly rental of \$ 90.00, which is subject to periodic adjustment at the option of the City, and is payable to the Ashland Air, Inc. office, monthly in advance, on the 1st day of each and every calendar month. Rental fees will become past due the 11th of the calendar month and the City will charge interest of 1.5% per month on past due rents.

(2) Continuance and Termination. This Agreement shall remain in effect until one of the parties serves a written thirty (30) day notice on the other indicating intent to terminate this Agreement. If the renter(s) fails to pay rent in full when due, or fails to remedy any other default, and fails to remedy the same within ten (10) days after written notice, the City shall have the right to go upon the premises, take immediate possession, and terminate this Agreement.

(3) Indemnification. Renter(s) shall indemnify and hold harmless the City, and Ashland Air, Inc., officers, agents, and employees from and against any and all claims, demands, loss or liability of any kind or nature which the City and Ashland Air, Inc., officers, agents, and employees, or any of them, for injury to or death of persons or damage to property caused by or contributed to by the negligence of renter(s), in the use of the premises described in this Agreement, including the use of the Airport and its facilities.

(4) Sub-renting or sub-letting. The renter(s) will not sub-rent or sub-let all or part of the premises and will not permit the use or occupancy of the premises by others without obtaining written consent of the City. Any attempt to sub-rent or sub-let the premises, without written consent of the City, will automatically terminate the rental agreement.

It is further understood that if the City agrees to allow the renter(s) to sub-rent or sub-let all or a portion of the premises, that:

a. the renter(s) is still responsible to the City in accordance with this Agreement and may not assign any responsibilities,

b. the amount of sub-rent or sub-let will not exceed the rent charged by the City, and

c. the time of sub-rent or sub-let will be short-term and not permanent as determined by the City. Short-term is defined generally as less than six months.

(5) Alterations. The renter(s) will make no alterations in or additions to said premises, including painting, without first obtaining the written consent of the City.

(6) Conformance with Law. The renter(s) will not use or permit in the premises anything that would violate any City or State or Federal law, code, ordinance, rule or regulation.

(7) Taxes, Assessment and Licenses. If by reason of this lease the real property or hangar occupied by Tenant becomes taxable under the laws of the state of Oregon, the obligation to pay the same shall be added to the monthly rental obligation of Tenant, one-twelfth thereof, to be thus charged and paid each month. The amount to be included in a written notice given Tenant once each year. By reason of Oregon Revised Statute 307.120(1.c), the premises are, at present, exempt from property taxation.

(8) Use of Premises. Renter(s) agrees that the premises shall be used for the storage of aircraft. Other items of personal property may be stored temporarily when such storage in no way interferes with the normal storage area of the aircraft in the hangar, and does not otherwise violate this Agreement. Renter(s) further agrees not to store any flammable or explosive liquids or solids within the premises. For the purpose of this Agreement, "flammable or explosive liquids or solids" shall not apply to fuel or other flammables contained within the normal portions of any airplane or automobile placed in said hangar. Likewise, fueling of aircraft while in the hangar is strictly prohibited.

(9) Right of Entry. The City or City's agents may use a passkey to enable them to examine premises with reference to any emergency or to the general maintenance of premises. The City shall log any such entry at the FBO Office during normal working hours.

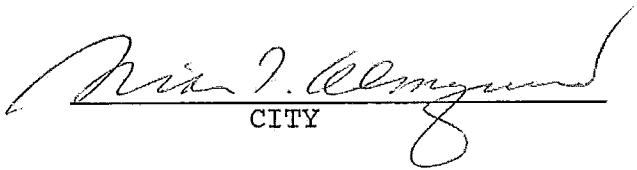
(10) Pets/Animals. The renter(s) shall not, without the City's written consent, keep any pets or animals on the premises. If allowed, the renter(s) agree to be liable for damage to the premises or other persons caused by the pet and/or animal.

(11) Ground Maintenance. The renter(s) shall maintain the grounds & premises in and around the rental area in a reasonably neat, clean and orderly condition.

(12) Rules and Regulations. The renter(s) agrees to abide by the Airport rules and regulations, as they now exist or may hereafter be amended or changed in any way by the City. The Hangar Lease Policy is attached as Exhibit "A".

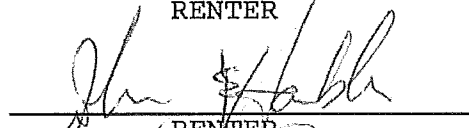
IN WITNESS THEREOF, the parties affix their signatures this

15<sup>th</sup> day of November, 1988.

  
CITY

  
RENTER

  
RENTER

  
RENTER



Attachment: Exhibit "A"

EXHIBIT "A"

HANGAR LEASE POLICY  
FOR CITY-OWNED HANGARS AT THE ASHLAND MUNICIPAL AIRPORT

1. It is the intent of the City to promote the fair, safe and efficient use of the City-owned hangars at the Ashland Municipal Airport. The hangar spaces are to be used primarily to house aircraft, hangared in a safe manner, and all hangar spaces shall be used to the maximum.

2. For new applicant's who desire to lease City-owned hangar spaces, the following procedure will be used:

Applicant's name is to be added to the bottom of the list of all previous applicants and the list will be a public record. When hangar space becomes available, applicant's name appearing on the top of the list will be notified and have ten (10) days to enter into a lease with Lessor, if the applicant is qualified. The prospective Lessee shall have a controlling interest, by purchase or lease, of the aircraft to be hangared, and shall furnish proof of said interest. In the event the applicant does not qualify, does not reply, fails to sign the lease within the ten (10) days, or declines to enter into a lease, the applicant's name will be taken off the list, or placed at the bottom of the list, if requested by the applicant, and the next person in line will have the option for available hangar space.

3. When an aircraft is sold and leaves the hangar, Lessee must notify the Lessor within ten (10) days and shall vacate the hangar space within ten (10) days. If Lessee certifies to the City, in writing, that Lessee will be obtaining another aircraft within the ensuing six (6) months, Lessee may maintain the lease, if approved by the City in writing. Lessee shall keep hangar lease payments current while waiting for the new aircraft.

4. No Lessee may control more than one (1) hangar without the specific permission of the City, which shall be based upon good cause. An exception is an F.B.O. recognized as such by a lease with the City.

5. Lessee's use of the hangar space shall be subject to the following prohibitions, violations of any one or more of which shall be considered a material breach of this policy and the Lease Agreement. Lessee will:

- a. not operate aircraft engines inside the hangar space,

Exhibit "A"  
Page Two

- b. not violate fire regulations, or weld, or create any hazard to the hangar or other aircraft.
  - c. not store combustible materials of any kind in the aircraft or hangar, except in aircraft fuel tanks, and oil in sealed cans.
  - d. not make any structural changes or alterations to the hangar or hangar area without prior written approval of the City, but any structural changes permitted become the property of Lessor and may not be removed without prior permission of Lessor.
6. Hangar doors will be maintained by Lessee (greasing, adjusting, etc.) as a way to keep hangar rent low. Any non-routine maintenance or structural repair needed shall be referred to the City in a timely manner.

ADOPTED this 9th day of December, 1988.

CITY OF ASHLAND

  
\_\_\_\_\_  
L. GORDON MEDARIS, MAYOR

## Adopted Airport Policies and Procedures

The administrative policies presented below are for the benefit of all users of the Ashland Municipal Airport.

### 1. RIGHT OF FIRST REFUSAL

When an airport lessee is granted a right of first refusal according to the terms of their lease the City Administrator will make an initial offer to the lessee that includes the lease price, term, and other applicable provisions. If the lessee declines the offer and chooses not to enter into the lease on the proposed terms, the City will then extend that same offer to interested parties in the order established by the airport's waiting list, if there is an applicable waiting list.

If the lessee declines the offer and the City is unable to rent the property under the terms presented in the offer for a period of four months because the rental price is too high for the current market, the Airport Commission may recommend to the City Council that the rental rate for the hangar should be decreased. If the City Council approves a decrease in the rental price for the hangar, the hangar will be re-offered under the newly established rates to the lessee that received the first offer.

### 2. WAIVING OF TIE DOWN FEES

When a non-profit or public service group requires use of the Ashland Municipal Airport tie downs it is the will of the Airport Commission to waive the fees associated with the City Council approved fee chart. Secondly all fees associated with fire fighting activities on site will be waived.

### 3. Bi-Annual Hangar Inspection

The Public Works Department in conjunction with the Fire Marshal, building official and FBO will conduct an onsite inspection of all hangars on a biannual basis. The inspection should be scheduled in spring with a follow up inspection in summer to verify issues have been remedied.

### 4. Hangar Waiting List

The hangar waiting list is split into two distinct sections, one a general tenant list and two a commercial hangar waiting list. General tenant waiting list individuals will be given hangar rental opportunities based on their position of order. If there is an opening in a closed hangar tenants in a shade hangar, by length of stay, will be given first right to move into a closed hangar. Commercial hangar waiting list is meant specifically for City owned hangars other than T-hangars. Current commercial hangar tenants who by length of stay will be given first right to rent a hangar of larger size than their current rental. After first right is given to current commercial hangar renters the FBO will move onto the commercial hangar waiting list.



**5. Long Term Parking**

Any vehicle parking over 48 hours in the public lot will be required to check in with the Fixed Base Operator who will make a determination if the vehicle should stay in its current location or be moved to another location onsite for a specified time period.

**6. Hangar Parking**

No vehicle shall park adjacent to a hangar within 39' of centerline of a taxilane.

**7. Camping**

Camping permitted for airport users in appropriate area as specified by FBO. Anyone interested in camping onsite is required to check in with the FBO. FBO will determine acceptable time frame and location for camping activities. All fire season restrictions to be followed.

**8. Pets**

Pets are not permitted on any asphalt surfaces including aprons, taxilanes, taxiways and runways without a lease. Any pets onsite that will travel in an aircraft are required to be leashed at all times.

**9. Commercial Tie Down Parking**

One tie down parking space to be made available as part of SASO lease agreement for commercial operators onsite. Parking space will be for customers only. One tie down space per month or the equivalent of 31 days of total parking time (i.e. 2 aircraft for 15 days). FBO will determine ramp tie down spot for operators.

**10. Commercial Hangar Definition**

A Commercial hangar is



2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		Meeting 5				
January		New Year's Resolutions				
		Meeting 2				
February						
		Meeting 1				
March						
		Meeting 5				
April		Rate Discussion				
		Meeting 3				
May		Airport Day May 16th Election of Officers				
		Meeting 7				
June		Airport Rate Approval Council Approval end of fiscal year				



July		Meeting	5					
August		Meeting	2					
September		Meeting Council Report	6					
October		Meeting	4					
November		Meeting	1					
December		Meeting self fueling permit	6					