



City of McMinnville

AIRPORT COMMISSION MEETING

McMINNVILLE CIVIC HALL
200 NE Second Street

Tuesday, November 3, 2015
6:30 p.m.

Chair Jody Christensen

Commissioner Andy Benedict
Commissioner Doug Hurl
Commissioner Bob Peacock

Commissioner Brad Berry
Vice-Chair John Lautenbach
Councilor Alan Ruden

Welcome! All persons addressing the Airport Commission will please use the table at the front of the Board Room. If you desire to speak on any agenda item, please raise your hand to be recognized after the Chair calls the item. If you wish to address the Commission on any item not on the agenda, you may respond as the Chair calls for the *"Invitation to Citizens for Public Comment"* agenda item.

AGENDA

1. **CALL TO ORDER** (Chair Christensen)
2. **INVITATION TO CITIZENS FOR PUBLIC COMMENT**
 - *This section of the agenda allows for citizens to address the Airport Commission regarding any issue not on the agenda. The Chair will also invite airport users and business owners to report on current activities at the airport. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up at a future meeting.*
3. **CONSIDER MINUTES OF THE JULY 21, 2015 COMMISSION MEETING**
 - Commission Action Required: **By MOTION and VOTE, the Commission shall approve the minutes from the July 21st meeting.**
4. **FIXED BASE OPERATOR REQUEST FOR PROPOSAL** (Martha Meeker)
 - Review of the proposed Fixed Based Operator Request For Proposal (RFP) results.
 - Commission Action Required: **By MOTION and VOTE, the Commission shall make a recommendation to the City Council regarding awarding the FBO lease to Konect Aviation Oregon LLC.**
5. **FAA LEASE REQUEST** (Rich Spofford)
 - Consideration of the proposed lease with FAA for a portion of the City owned building at 3975 Cirrus Avenue (Oregon State Police Building).
 - Commission Action Required: **By MOTION and VOTE, the Commission shall make a recommendation to the City Council regarding the proposed lease.**

6. **ITEMS FROM STAFF**

A. Airport Manager's Report (Graham Goad)

7. **ITEMS FROM COMMISSIONERS**

(All)

8. **ADJOURNMENT**

NOTE: The next Airport Commission meeting will be on **Tuesday, January 5, 2016 @ 6:30pm** in the Civic Hall Building, 200 NE Second Street.

AIRPORT COMMISSION MEETING

**Tuesday, November 3, 2015
6:30pm**

Agenda Item 3. **MINUTES OF THE JULY 21, 2015 MEETING**

- Attachment 1: Proposed minutes.

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McMinnville Airport Commission Meeting Minutes

McMinnville Airport,
Civic Hall

Tuesday, July 21, 2015

1. The meeting was called to order at 6:34pm by Jody Christensen. Commissioners present were Jody Christensen, Doug Hurl, Bob Peacock and John Lautenbach. Others present were Mike Bisset and Rich Spofford (City of McMinnville); Martha Meeker (City Manager); and Graham Goad (Airport Manager)
2. **Invitation to Citizens for Public Comment:** There were no comments from the public
3. **Consider Minutes of the March 3, 2015 Commission Meeting:** The minutes from March 3, 2015 meeting were reviewed by the commissioners. Commissioner Lautenbach made a motion to approve the minutes as presented; the motion was seconded by Commissioner Hurl; and the minutes were approved by unanimous vote of the Commissioners present.
4. **Fixed Base Operator Request for Proposal:** City Manager Meeker reviewed the Fixed Base Operator (FBO) Request for Proposal (RFP) and highlighted some of the main points. Chair Christensen spoke of the economic and business development opportunities at the airport, and of the McMinnville Economic Development Partnership working with the selected FBO provider. She also thanked Robbie Sturm of Cirrus Aviation for her years of service to the airport.

Tony Hann introduced himself as the FBO operator at the Albany and Mulino airports. He stated that he would possibly submit a proposal for operating the FBO in McMinnville. Commissioner Lautenbach asked Mr. Hann if he is a pilot, and Mr. Hann indicated that he is.
5. **Fly Friendly Program Contract:** Mike Bisset reviewed the proposed contract with Century West to develop a "Fly Friendly" program for the McMinnville Airport. The proposed cost of the project is \$28,842.70. Commissioner Hurl asked if this would address the helicopter traffic issues, Mike Bisset said that it would.

Jody Lucich (airport neighbor) asked the commission to "please vote for it"

Mike Bisset mentioned the Donna Cunningham (airport neighbor) had contacted him and asked for the commission to vote in favor of the program.

Commissioner Peacock made a motion recommending that the City Council approve the contract with Century West; Commissioner Hurl seconded the motion; and all commissioners presented voted in favor.
6. **Airstrip Attack Event Update:** Rich Spofford spoke of the event and noted that everything was on schedule and that the organizers were excited. Chair Christensen indicated that she had a meeting with Ryan Fisher (event organizer) and that he had commented how easy the City had been to work with on this event. Chair Christensen noted that an event press kit had been published.

7. **Items from Staff:** Graham Goad gave the Airport Manager's report:

- He noted that the "Airport Clean Up Day" on April 25, 2015 was successful;
- He discussed a meeting with other staff and staff from the Oregon Department of Aviation that occurred at the airport on May 4, 2015;
- He indicated that he had a visit from Regional Director of Life Flight on June 14, 2015, and that they were looking to base a second helicopter in the valley. During the discussion it was determined that the McMinnville Airport did not have the type of facilities they were looking for.
- He noted that he was working with Dan Prichard from the KR club that wanted to have their annual gathering at the McMinnville Airport on the Labor Day weekend.
- He mentioned that Roger Kelsey (Premier Jet in Hillsboro) had visited the airport, and he was looking for an area on the airport to get an aircraft he had bought from the museum airworthy. Graham showed him some areas and a suitable location was selected. Graham has sent Roger an email approving the request, and noting the requirements that must be met.

City Manager Meeker spoke of the painting project with the Boy Scouts where the "McMINNVILLE" sign on the ramp was repainted successfully.

8. **Items from Commissioners:** There were no comments from the Commissioners.

Mike Bisset noted that the next Airport Commission meeting was scheduled for Tuesday, September 1, 2015 @ 6:30pm but that the meeting may be rescheduled to Tuesday, October 6, 2015 @ 6:30pm to allow the Commission to review the fixed base operator RFP results.

9. The meeting was adjourned at 7:02 pm

AIRPORT COMMISSION MEETING

Tuesday, November 3, 2015
6:30pm

Agenda Item 4. **FIXED BASED OPERATOR REQUEST FOR PROPOSAL**

- Attachment 1: Staff Memo
- Attachment 2: Copies of received proposals.

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M E M O R A N D U M

DATE: October 27, 2015

TO: Airport Commission

SUBJECT: Fixed Base Operator (FBO) Request for Proposals (RFP) results

At the July 21st Commission meeting, the Airport Commission approved the Fixed Base Operator (FBO) Request for Proposals (RFP) document. Subsequent to the meeting, staff issued the RFP (see attachment #3).

RFP responses were due on September 4, 2015 at 5:00pm. Two responses were received; one from Konect Aviation Oregon LLC and one from Infinite Air Center (see attachments #1 and #2).

A review committee (comprised of City Manager Martha Meeker, Community Development Director Mike Bisset, Engineering Manager Rich Spofford, and Airport Manager Graham Goad) evaluated the proposals per the criteria outlined in the RFP. Additionally, both firms were interviewed by the review committee on Wednesday, October 7, 2015.

Upon completion of the RFP review process and firm interviews, it was the consensus of the review committee Konect Aviation Oregon LLC (Konect) was the highest ranked proposer, and their proposal was in the best interest of the City. The review committee noted that the Konect proposal includes a detailed business plan, while the Infinite proposal did not. Additionally, the review committee felt that Konect's knowledge of the airport and their connections to the community will be important to ensuring that the FBO remains a viable, functioning business at the airport.

Next steps in the FBO RFP process include City Council approval of the RFP results, followed by lease negotiations with Konect. Upon completion of the negotiations, the proposed FBO lease will be presented to the Airport Commission and City Council for review and approval. It is expected that the lease with Konect will commence on July 1, 2016 (following the end of the current FBO lease with Cirrus Aviation on June 30, 2016).

RECOMMENDATION: Staff recommends that the Airport Commission, by motion and vote, make a recommendation that the City Council approve the results of the FBO RFP process, and that they direct staff to enter into lease negotiations with Konect Aviation Oregon LLC for providing FBO services effective July 1, 2016.

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Section One: Introduction

Who We Are

KonecT Aviation Oregon, LLC is a professional customer-service-oriented helicopter flight service provider located at the McMinnville Municipal Airport. We specialize in helicopter scenic tours and transportation flights. Working with a wide array of clientele, we have built a reputation of quality, safe, and personable service. We are well known in the business community and seek opportunities to participate in community events to share our passion for aviation.

KonecT Aviation Oregon, LLC aims to provide our clients with an exceptional service that meets their needs and exceeds their expectations. Our goal is to keep that small business charm but add a professional, branded finish. We work to provide an accessible, friendly, and personalized service that encourages everyone to explore aviation and local travel options.

Our Services

Our portfolio of services is expanding as opportunities arise in tourism, leisure, and special events. We are proud of our existing, loyal partnerships with area businesses and are looking forward to partnering more with transportation and travel companies for a larger array of services that are currently in demand. Here is a brief summary of the services we currently provide:

1. Scenic Tours
 - a) McMinnville
 - b) Portland
 - c) Salem
 - d) Oregon Coast
 - e) Cascade Range
2. Charter
 - a) Wine Tasting Tours
 - b) Wedding Transportation
 - c) Business & Private Transportation
 - d) Adventure & Romance Packages
3. Commercial Operations
 - a) Photography Flights
 - b) Corporate Events (scenic tours)
 - c) Agricultural Flights
4. Training
 - a) Introductory Flight Lessons
 - b) Time Building
 - c) Pilot Training

Section One: Introduction



Our Leadership



Ingo Nehls, Founder and Operations Manager, 135 Pilot, CFII

Previously a web-site developer/programmer, Ingo is our primary pilot and oversees the flight operations of Konec Aviation Oregon, LLC. He maintains our web-site and works with the graphics side of our publications. He's super tech savvy and has found great technological solutions to many of the challenges of running a small aviation company. His solutions keep us up to speed with the ever-changing world of technology and saves us countless dollars. As Operations Manager, Ingo leading our pilots and fuel-line personnel. He'll also be responsible for Part 135 charter flights, advanced flight training, and working the fuel-line.

On the customer-service side of things, Ingo is so great to work with. He listens to what the customer needs/wants and offers solutions and ideas. He's easygoing and great at building relationships. Being active in the business community, Ingo is key to building awareness of our business, our services, and our passion for aviation & community.

Ingo Nehls

1186 SW Marie Dr, McMinnville, OR 97128
Cell: (503) 475-6001, email: ingo@nehls.name

RATINGS & AIRCRAFT

Commercial License
IFR rating
CFII – Helicopter
Robinson R22, Robinson R44, Schweizer CB300

FLIGHT STATS

Total Time: 1131 h
PIC: 1057 h
X-Country: 670 h
Night: 78 h
Sim. Instrument: 54 h
Robinson R22: 264 h
Robinson R44: 856 h
Schweizer CB300: 6 h
Part 135: 84 h

TRAINING

Apprenticeship as Office Management Assistant at BTI Business TV International
Commercial/CFII training at Hillsboro Aviation, OR
Robinson Safety Course
2014 HAI Rotor Safety Challenge
Participation in FAA WINGS program
DGI, Online Airline Employee Will Not Carry

SKILLS

Interpersonal skills: Work well in a team, great at developing relationships and building consensus
Computer skills: Website programming, IT support, SEO
Office administration: Calendaring, coordinating IT and administrative functions

MEMBERSHIPS & ASSOCIATIONS

Aviation: Helicopter Association International, Aircraft Owners and Pilots Association, DOT Drug and Alcohol Testing Program
Community: McMinnville Chamber of Commerce Board of Directors, Ford Family Foundation Leadership Program, McMinnville Community Emergency Response Team

EXPERIENCE

06/15 – Present: Konect Aviation Oregon, LLC Part 135 pilot
05/13 – 06/15: Peninsula Helicopters Inc. Part 135 pilot
10/09 – 06/15: Konect Aviation, LLC Commercial pilot
01/08 – 04/08: Hillsboro Aviation, Flight student
09/99 – 12/07: Millemedia GmbH, Project Manager Web-Development
08/98 – 08/99: German Red Cross, Dispatch
02/05 – 07/00: BTI Business TV International, Apprenticeship

Section One: Introduction



Holly Nehls, Owner and General Manager

Focussing on small business management and accounting has been a long-time trend for Holly. Having met Ingo in 2010 as he was working to get the company up and running, it was a natural fit to get on board and help out these starving pilots get their papers in order. Her previous work in higher education, accounting, and government, as well as her education in small business management, have helped with financial planning and business strategy. She will be responsible for operational control, ensuring the organization regulator compliance, and the general over-site needed to keep all functions running in a smooth, coordinated manner.



Customer-service to Holly means finding the right service package for the client. Often fueled by the joy and excitement from other's experiences, Holly loves to share the possibilities with new clients. She also likes to build value-added packages to encourage clients to make the drive to McMinnville.

Holly D. Nehls

Education

Portland State University

2005-2007

Bachelor of Science in Psychology

- coursework included: public administration, statistics, grant writing, behavioral and motivational psychology, biology, neuro-psychology, and research
- Earned membership in Psi Chi, The National Honor Society In Psychology

Portland Community College

2003-2005

Associate of Applied Science in Business Management

- Coursework included: accounting, international business, financial management, sales, marketing, human resource management, business law, economics, business communication, and computer applications
- Earned Academic Honors for outstanding GPA scores

Work Experience

Express Personnel, Bookkeeper (agriculture and manufacturing)

2013-current

Data entry, accounts payable, accounts receivable, bank reconciliations, deposits, financial statement analysis, filing, and archiving.

Rawgold Wealth Management Services, Owner

2012-current

Freelance bookkeeping and small business consultation (aviation)

Konect Aviation, Owner/General Manager

2010-current

Financial analysis, planning, and management; FAA communications; regulatory research; cashiering; event and aviation ground support; reconciling cash drawer, petty cash, and bank accounts; preparing deposits; meeting facilitation; strategy development; developing policies and procedures; creating financial forms and manuals; human resources.

Willamette University Administrative Assistant & A/P Specialist

2009-2013

Data entry, balancing daily entries, running checks, researching department & vendor payment inquiries, tracking advance payment funds, reconciling general ledger accounts, serving as backup cashier, establishing companies as vendors, form creation, event planning, process classification, process documentation, expense reimbursement, project management, electronic file conversion, logistics support, phone coverage, and basic clerical support.

Oregon State Independent Living Council, Administrative Specialist

2008-2009

Meeting facilitation, event planning, accounts payable, federal legislation research, meeting accessibility needs, editing program material, and developing & distributing training information for new council members.

Manpower Inc. Temporary Administrative Assistant

2007-2008

Accounts payable & receivable, scheduling of fleet maintenance, tracking contract compliance, preparing cash receipts for deposit, information distribution, document control, and office support.

United Rentals Inc. Credit Support Representative

1998-2003

Processing credit applications, running personal and corporate credit reports, risk assessment, opening new accounts, cash receipts, accounts payable & receivable, purchasing, amortization of office equipment, expediting deliveries, and office support.

1186 SW Marie Dr. McMinnville, Oregon 97128
Phone: (971) 279-0607 ~ holly@rawgold.org

Section One: Introduction



Bryan Court, Pilot & CFI

As our newest team member, prior paramedic, and an Air Force veteran, Bryan brings with him some great skills in emergency response, first aid, and recruitment just to name a few. Having recently received his ratings as a commercial pilot and CFI while studying at Hillsboro Aviation, he will be flying scenic tours, providing flight instruction, and

working the fuel line.

Bryan shares many of the customer-service values of Ingo and Holly, adding his own personal flair. He values being direct and building sustainable relationships with potential clients and business partners. He's invested in the success of anyone interested in pursuing the pilots license.

Bryan Alexander Court

13860 SW Hazel St.
Beaverton, OR 97005
bcourt2008@gmail.com
(541) 281-9905

EDUCATION

Hillsboro Aero Academy (formerly Hillsboro Aviation) Rotary Wing Flight School _____ **Hillsboro, OR**

CFI/Commercial/IFR Rated Helicopter Pilot

-Total Time Helicopter- 263.6 -Night- 26.5
-Pilot In Command- 186.3 -Total time R22- 181.5
-Cross Country- 76.6 -Total time R44- 81.2
-Simulated Instrument- 47.8

-Current SFAR 73 Endorsement for R22 and R44.

-Currently training towards CFII and SFAR 73 Endorsement for R44.

- R44 Advanced Mountain Operations and External Load Courses (50ft-250ft long line attachments) _____ **Spring 2015**

Portland Community College of Aviation Science _____ **Portland, OR**

- Associates Degree in Aviation Science.

- PCC Rotary Wing Flight Committee Supervisor.

- Provided ground training to students on essentials of flight safety through study groups. _____ **Winter 2015**

Rescue Training Inc., School of ParaMedicine _____ **Savannah, GA**

- Certified Nationally Registered Paramedic. _____ **Winter 2010**

Henley High School- Class of 2007 _____ **Klamath Falls, OR**

EXPERIENCE

2015-present Hillsboro Aviation/Hillsboro Aero Academy Flight School _____ **Hillsboro, OR**

Veteran Admissions Representative

Supervisor/Primary Instructor: Derrick Bolhofner (503) 724-2429

-Responsible for helping veterans fulfill their dreams of becoming a pilot.

-Management of Hillsboro FBO and all incoming/departing aircraft & pilots.

2007-2013 United States Air Force _____ **Worldwide**

Pararescue / Paramedic

Supervisor: SSGT Kolby Rapp (417) 576-1306

-Responsible for retrieving / aiding U.S. soldiers, pilots, and foreign nationals behind enemy lines.

Summer 2006-2007 Oregon Department of Forestry (ODF) _____ **OR/CAL**

Wild Land Firefighter

Supervisor: Andrew Burg (541) 892-8054

-Wild Land Firefighter for the areas of Southern and Central Oregon.

OTHER EXPERIENCE

-Robinson Helicopter Safety Course, Attended September 2014

-100+ hours of Night Vision Goggle time both aircrew and ground. (GEN III Models)

-Active FAA Basic WINGS member. including attendance at more than five FAA Team safety meetings.

Bryan Court Related Educational and Safety Background

Portland Community College

- Physical Science; Introduction to the world of aviation
- Physical Science; Meteorology
- Physical Science; Aviation Physics
- Physical Science; Applied Aerodynamics
- Physical Science; Pilot Human Factors & Safety
- Physical Science; Aircraft systems: Powerplant
- Physical Science; Aircraft systems: Airframe
- Physical Science; Aviation Careers
- Physical Science; Aviation Laws and Regulations
- Physical Science; Helicopter Private Flight
- Physical Science; Helicopter Basic Comm/Instrument
- Physical Science; Helicopter Advanced Commercial
- Physical Science; Helicopter CFI Flight
- Physical Science; Physics 101
- Physical Science; Psychology and Human Relations
- Physical Science; Microeconomics
- Physical Science; Macroeconomics

Rescue Training Inc.

Safety

- Nationally Registered Emergency Medical Technician Paramedic
- Pediatric Advanced Life Support Provider
- Advanced Cardiac Life Support Provider
- Emergency Pediatric Core Provider
- Advanced Medical Life Support Provider
- Pre Hospital Trauma Life Support Provider

Section One: Introduction

Our History

KonecT Aviation was founded in 2009 by Ingo Nehls and Michael Kopera who had visions of an aviation company that catered to the needs of the individual. Originally envisioning the company as a flight school, the pair set off providing scenic tours to help get the company going in 2010. With the nation still in a recession, challenges began to arise and soon the partnership dissolved leaving Ingo with a very tough decision, how to carry on.

The year 2012 marked a new planning phase, evaluating what was working and where the opportunity was. Previous cost cutting initiatives were effective in improving financial performance and so focus was shifted toward growing scenic tour operations and expanding areas of operation. A strategy was established for solidifying the KonecT Aviation brand/image, plans were set for sales promotion, and targets were set for area expansion.

Here are a couple of excerpts from the 2012 planning documents:

Historic Figures

Year 1 (2010) : Startup - financial strategy: generate revenue, result income: \$44798

Year 2 (2011): Market entry - financial strategy: reduce costs, result COGS: -30% expenses: -50%

Year 3 (2012): Go green - financial strategy: increase net income, result: 96% increase

Financial Future

Year 4 (2013): Growth and expansion - financial strategy: inject capital, result: double flight hours

Looking back to that planning phase and seeing the results, one can't help but to be optimistic about the future. While 'Go Green' was the motto in 2012, KonecT Aviation was just over \$200.00 away from breaking even that year, a victory Ingo and Holly were willing to celebrate. The 4th year result is mind boggling considering management, preferring not to go the route of debt financing, never went for that capital injection. Gross revenue more than doubled in 2013! Adding to that victory, those cost cutting measures of 2011 (year 2) paved the way for the company's first year of profit.

In 2014 (year 5) the focus shifted to managing that growth to maintain quality of service and continue to build that solid foundation for continued growth. Having more



Section One: Introduction

discretionary funds, Ingo and Holly were better able to test the effectiveness of different marketing mediums. Having that experience help make Konec's marketing dollars more effective in 2015.

Today, in the first part of our 3rd quarter of 2015, Konec's gross revenue compares to last year's year-end totals. We've restructured to consolidate charter and tour operations, added an additional staff member to help meet the increasing work load, and are looking at options for sustained growth and expanding operations. Operating McMinnville's FBO is the perfect fit for our company objective of expansion and the services we want to provide the community.



Section Two: Company Information

Contact Information

Konekt Aviation Oregon, LLC
4040 SE Cirrus Ave. Ste. 3
McMinnville, OR 97128

Contact: Holly or Ingo Nehls

Phone: (503) 376-0190

Email: mail@konekt-aviation.com

Business Registration

Registered Oregon LLC
Oregon BIN: 1654659-7
Date Registered: May 29, 2012

Federal EIN: 47-4449669
IRS Election: Small Business Corporation

FAA Air Carrier Certificate Number K0ZA871M

Ownership and Executive Management

Holly Nehls, Owner/General Manager
1186 SW Marie Dr.
McMinnville, OR 97128

Ingo Nehls, Pilot, CFII, Operations Manager
1186 SW Marie Dr.
McMinnville, OR 97128

Parent Corporation: N/A

Conflicts of Interest: N/A

Insurance Claims Filed in Last 5 Years: N/A

Environmental Violations: N/A

Financial Statements: See Section 8

Oregon

DEPARTMENT OF
REVENUE

955 Center Street NE
Salem OR 97301-2555



Date of Notice: 7/15/15

79701690

KONECT AVIATION OREGON LLC
4040 SE CIRRUS AVE. STE. 3
MCMINNVILLE OR 97128

Notice of Registration

Oregon Business Identification Number (BIN): 1654659-7

Congratulations on your new business. We have processed your Combined Employers Registration. Your business has been assigned the Business Identification Number (BIN) listed above. Please refer to this number when you communicate with the Department of Revenue.

You will receive Oregon payroll payment coupons within 10 days. If you are required to make a payment before receiving your coupons, include your BIN, tax program, tax year, and quarter for which you are paying on a separate sheet of paper.

The following is information for your business:

- All state withholding payments are due the same day your federal payments are due.
- Payments can be made using the department's Electronic Funds Transfer (EFT). If you are federally mandated to pay electronically, you must also pay Oregon electronically.
- Oregon Department of Revenue administers two transit districts excise tax programs. Transit payroll tax is imposed on most employers who pay wages for services performed in the Tri-Met or Lane Transit districts (LTD).
 - Tri-Met serves the Portland Metropolitan area, which includes parts of Multnomah, Washington, and Clackamas counties.
 - LTD serves the entire Eugene-Springfield urban area as well as several rural areas.
 - The current transit tax rate is located in the Oregon Combined Payroll Tax Reports booklet, on the web site at www.oregon.gov/dor or by calling 503-945-8091.
- Information is available on the Internet at www.oregon.gov/dor

Need more information? Call taxpayer assistance in Salem at 503-945-8091.

TTY (hearing or speech impaired; machine only): 503-945-8617 (Salem) or 1-800-886-7204 (toll-free from an Oregon prefix).

ADA: Alternative formats available. Call 503-378-4988 (Salem) or 1-800-356-

OGDEN UT 84201-0046

In reply refer to: 0424865279
Aug. 28, 2015 LTR 385C 0
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BODC: SB

KONECT AVIATION OREGON
HOLLY DANIELLE NEHLS SOLE MBR
4040 SE CIRRUS AVE STE 1
MCMINNVILLE OR 97128



024215

Employer identification number: 47-4449669

Dear Taxpayer:

We received your Form 2553, Election by a Small Business Corporation.

We accepted your election to be treated as an S corporation with an accounting period ending Dec. 31, 2015, as of July 06, 2015. Please keep this letter in your permanent records as proof of acceptance of your election. If we examine your return, we will verify this election is appropriate for your situation.

Please verify the address we used to address this letter. The address on your election is different than the address in our records. If the address on your election is correct, please send us a Form 8822-B, Change of Address or Responsible Party - Business, so we can update our records. Be sure you sign the Form 8822-B and include your employer identification number.

We'd also like to take this opportunity to remind you of your tax obligations for the payment of compensation to shareholder-employees of S corporations.

When a shareholder-employee of an S corporation provides services to the S corporation, the S corporation must reasonably compensate the shareholder-employee. This compensation is subject to employment taxes.

The IRS may re-characterize distributions as salary. This position has been supported by Revenue Ruling 74-44 and in numerous court decisions.

S corporation shareholders must also know their stock and debt basis. The S corporation should notify each individual of the basis in his/her S corporation stock and debt when:

- The entity allocates a loss and/or deduction item to the individual
- The entity makes a (non-dividend) distribution to the individual
- The entity makes a loan repayment to the shareholder
- The individual disposes of his/her interest in the entity

PAPER WORK REDUCTION ACT OF 1995

This information is collected to determine whether air taxi operations meet the Department's criteria for an operating authorization under 14 CFR Part 298. We estimate that it will take 30-60 minutes to complete. The use of this form is mandatory. Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The OMB Control Number for this collection is 2105-0565. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to: U.S. Department of Transportation, Office of Aviation Analysis (X-56), 1200 New Jersey Avenue, SE, Washington, DC, 20590.



U.S. Department of
 Transportation
 Office of the Secretary
 of Transportation

**AIR TAXI OPERATOR REGISTRATION
 AND AMENDMENTS UNDER
 PART 298 OF THE REGULATIONS OF
 THE DEPARTMENT OF TRANSPORTATION**

FOR USE BY DOT ONLY



Effective date of registration/amendments

APR 21 2015

3a. Federal Aviation Administration certificate number.

KOZA-811P

3b. Address of local FAA office:

Portland FSDO
 3180 NW 229th Ave.
 Hillsboro, OR 97124

3c. FAA Telephone No.:

(503) 615-3200

3d. FAA Principal Operations Inspector:

Dan Ridgeway

Where to file: Submit this form, in duplicate, along with a Certificate of Insurance (OST Form 6410) evidencing required liability insurance coverage for the aircraft listed in Block 6 of this registration, to:

Federal Aviation Administration (FAA)
 Air Transportation Division, AFS-200, Room 831
 800 Independence Avenue, S.W., Washington, D.C. 20591

Exception: For air taxis located in the State of Alaska, submit this form and the OST Form 6410 to the Federal Aviation Administration (FAA), Alaskan Region Headquarters, AAL-231, 222 West 7th Avenue, Box 14, Anchorage, Alaska 99513.

Fees: The fee for the initial registration of an air taxi is \$8. There is no filing fee for amendments to registrations previously filed.

1a. Name (and DBA, if applicable) and Mailing Address of the Registering Carrier:

Konect Aviation Oregon, LLC
 4040 SE Cirrus Ave. Ste. 3
 McMinnville, OR 97128

1b. Telephone No. (503) 376-0190 Fax No. _____

1c. Email: mail@konect-aviation.com

2a. Address of principal place of business (if different from above):

2b. Telephone No. _____ Fax No. _____

4. This filing is the carrier's:

Initial Registration

Amendment to reflect changes since previous filing (Complete item 9)

If initial registration, give proposed date of commencement of operations: May 1, 2015

5. Type of service the carrier intends to perform upon commencement of operations, or, for amendments, service the carrier is currently performing (check all that apply):

Passenger

Seasonal

Air ambulance

Mail under a U.S. Postal Service contract

Cargo

Other (Please specify)**

Scenic Tours

** For example, if the carrier performs other services such as fire fighting operations for the U.S. Forest Service, it should be indicated here.

Companies proposing or operating passenger services of five (5) or more round trips per week on at least one route between two or more points pursuant to published flight schedules which specify the times, days of the week, and places between which such flights are performed may not conduct such operations under this registration. Instead, such companies must be found "fit, willing, and able" to provide such services as a commuter air carrier. See 14 CFR 298, Subpart E.





US Department
of Transportation
**Federal Aviation
Administration**

Air Carrier Certificate

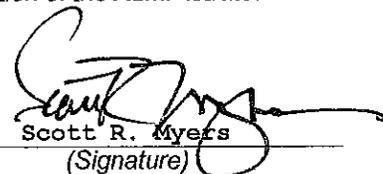
This certifies that

**Konect Aviation Oregon, LLC
4040 SE Cirrus Ave. Ste. 3
McMinnville, OR 97128**

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator


Scott R. Myers
(Signature)

Manager
(Title)

NM-FSDO-09
(Region/Office)

Certificate number: KOZA871M

Effective Date: 07/07/2015

Issued at: NM09 - Hillsboro, OR



Office of the Secretary of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

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NOTE: For information on where to file completed copies of this form, see FILING INSTRUCTIONS below.

OMB No. 2106-0030 Expires 9-30-2007

U.S. AIR CARRIERS - CERTIFICATE OF INSURANCE
POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administration, AFS-260, 800 Independence Ave., S.W., Washington, D.C. 20591. (See EXCEPTIONS 1 and 2 below.)

EXCEPTION 1: If Block 2B on the reverse is filled in because the insured is a commuter air carrier, file a signed original of this form with the Department of Transportation, Air Carrier Fitness Division, X-56, 400 7th St., SW, Washington, DC 20590.

EXCEPTION 2: For any insured that is located in the State of Alaska (regardless as to whether Block 2A, 2B, or 2C is filled in), file a signed original of this form with the Federal Aviation Administration, Alaskan Region Hq., AAL-230, 222 W. 7th Ave., #14, Anchorage, Alaska 99513.

(Please type information, except signatures.)

THIS CERTIFIES THAT: STARNET INSURANCE COMPANY THROUGH BERKLEY AVIATION, LLC (Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to KONECT AVIATION OREGON, LLC 4040 SE CIRRUS AVENUE, SUITE 3, MCMINNVILLE, OR 97128

FAA Certificate Number K0ZA871M (Name, address and FAA Certificate number of Insured U.S. Air Carrier)

effective from 02/20/2015 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- X is licensed to issue aircraft insurance policies in the United States;
is licensed or approved by the government of to issue aircraft insurance policies; or
is an approved surplus line insurer in the State(s) of

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "air transportation" as that term is defined in 49 U.S.C. 40102. (Complete applicable section(s) A, B, or C below):

A. U.S. AIR TAXI OPERATORS (EXCLUDING U.S. COMMUTER AIR CARRIERS) WITH PART 298 AUTHORITY ONLY:

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

Separate Coverages:

Table with columns: Policy No., Type of Liability, Each person, Each Occurrence. Rows include Bodily Injury Liability (Excluding Passengers), Passenger Bodily Injury, and Property Damage.

X Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. BA-15-02-00104 Amount of Coverage \$ 1 MIL CSL LIMITED TO \$100,000 BI EACH PASSENGER

This policy covers CARGO operations only and excludes passenger liability insurance.

INJURED ON THE JOB?

What should I do?

Notify your employer right away and ask for a Form 801 "Report of Job Injury or Illness."
You have the right to file a claim if you are injured on the job.

What does my employer have to do?

Your employer must give you the Form 801 "Report of Job Injury or Illness." Then, your employer must give notice of your claim to the insurer.

How do I get medical treatment?

Get medical treatment from a doctor or other health care professional of your choice. Your employer cannot choose your health care provider. Some providers have limits on the services they offer, so ask your provider about these limits. Give your employer's name and insurance information listed below to your health care provider.

What if I can't do my job?

Your health care provider may approve time off work. The insurer will tell you if you are eligible for benefits. Your employer may have light-duty work you can do while you recover.

It is important to stay in contact with your employer and your insurer.

If you have questions, you may contact the Ombudsman for Injured Workers at 800-927-1271 or the Workers' Compensation Division at 800-452-0288. You can find the most current information about your employer's workers' compensation insurance at WorkCompCoverage.wcd.oregon.gov.

NOTICE OF COMPLIANCE

This employer provides workers' compensation insurance for on-the-job injuries.

Insured policy holder: KONECT AVIATION OREGON LLC

Employer: KONECT AVIATION OREGON LLC

Insurer: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy no.: 6JUB0G17665015

Printed: 8/10/2015



Section Three: Business Qualifications

Business Plan

See Section 9

Experience Providing FBO Services

Konec Aviation has been operating at the McMinnville Municipal Airport since it's first year in 2010. Ingo Nehls, Operations Manager, has worked part-time on the fuel line and in the office since 2011 until earlier this year for Cirrus Aviation. Holly Nehls, General Manager, also worked briefly for Cirrus in the summers of 2012 & 2013. Each has a good understanding of the challenges of the FBO and also the great opportunities. We would love the opportunity to help grow a flourishing and vibrant FBO for the City of McMinnville.

Experience in Airport Operations and Management

Running our aviation company on the McMinnville Municipal Airport, as well as working for the current operator, has it's perks in understanding the unique dynamic that is the McMinnville Municipal Airport. The businesses that operate there have a sense of community unique to this airport. The FBO has been the platform for this community, a place where it's members go to catch up and stay connected.

Konec Aviation Oregon, LLC understands there is a FBO operator, an Airport Manager, and an Airport Commission all involved in the operations and management of the airport as a whole. We also understand that the FBO is the conduit between the aviation community and the city; and it has a direct impact on how this community interacts with and how visitors perceive the city. As proud McMinnville residents who are personally invested in the success of our community, we want to maintain that sense of community but polish it up so that everyone will be proud of our airport and happy to visit.

We have put together a list of our collective experiences that would lead to the successful management of the McMinnville Municipal Airport's FBO, please see below for a brief list of the skills we feel will be important

Business Management

- customer-service
- accounting and finance
- credit and collections
- sales & marketing
- business strategy and planning
- community involvement

Section Three: Business Qualifications

- networking
- FAA communications
- safety/risk management
- financial analysis, planning, and management
- regulatory compliance
- fleet management
- information technologies

Grounds maintenance

- basic building maintenance
- contract management
- construction
- landscape maintenance

Fuel-line Operations

- fueling both turbine and piston engines
- lav & oxygen service
- fuel farm sumping
- receiving fuel delivery
- concierge service (arranging catering, rental cars, towing aircraft)
- radio communications
- marshalling
- heavy equipment

Concierge Services

- customer-service
- travel information
- sales & service
- car & aircraft rental
- coordinating catering
- fuel line service

Flight Training

- certified flight instructors
- introductory flight lessons
- personal, professional career guidance
- ground instruction
- advanced flight instruction

Our business plan is our vision for a successful transition to a first-class FBO and aviation service provider at the McMinnville Municipal Airport.

References: See next pages for letters of recommendation



445 NE 3rd Street, McMinnville, Oregon 97128
503.434.6111

To whom it may concern:

I have known Ingo and Konect Aviation for about 5 years. Ingo is very involved in the community, and an active member of the McMinnville Area Chamber of Commerce serving on the board as well as an ambassador helping with events, member communication and being the face of the chamber.

With his positive attitude, enthusiasm for aviation and openness to communicate, Ingo loves to spread the word about the local area and inspire locals and visitors with aviation experiences. Konect Aviation is a reflection of this enthusiasm, connecting a wide variety of businesses with their customers for them to enjoy a personal and unique experience while never losing focus of the quality and professionalism of their service.

We are currently working on combining our wine tours with Konect Aviation's helicopter tours as we know our companies share the same vision of customer service and professionalism.

Thank you,

A handwritten signature in blue ink, appearing to read "James Tate", written over a horizontal line.

James Tate
Founder



September 1, 2015

To Whom It May Concern:

We have been working with Ingo Nehls of Konect Aviation since they first launched in 2009. The entire team has truly been a pleasure to work with are true professionals. They are excellent at what they do, while offering friendly, top notch customer service. Furthermore, they have always been very respectful of the property here and punctual, two things that are extremely important in their line of work.

Should you have any questions, please don't hesitate to reach out.

Sincerely,

Betsy Hannaford
Marketing Manager



phone: 503.864.3404
mailing: PO BOX 189, DAYTON, OR 97114
winery: 76161 NE MCDUGALL RD, DAYTON, OR 97114
STOLLERFAMILYESTATE.COM



September 2, 2015

Mr. Ingo Nehls
KONECT AVIATION, LLC
4040 SE Cirrus Avenue
McMinnville, Oregon 97128

Dear Ingo:

Thank you for your consistent support of our annual Carlton Crush Harvest Festival. It has been a privilege to have KONECT AVIATION at our event for the past three years.

Attendees at our Festival have often complimented the professionalism and courtesy of your staff, as well as your beautifully maintained helicopter. It is clear that your Company and its associates are committed to running a first class operation in every respect.

Our Carlton Crush Planning Committee would happily recommend KONECT AVIATION, without reservation.

Best wishes for continued success,

A handwritten signature in black ink, appearing to read "Patrick J. Swanick". The signature is written in a cursive style with a large, stylized initial "P".

Patrick J. Swanick
Past Chairman (2013 - 2014)
Carlton Crush Harvest Festival

www.CarltonCrush.com

To Ingo and the Konect Aviation staff,

My name is Ryan Gilkerson, and I had the privilege of being able to take the Discovery Flight from Ingo on February 14 of 2015 at Noon. It has always been a dream of mine to one day fly a helicopter, and this course solidified the fact that it is no longer just a dream, but very obtainable. I felt very comfortable from the time I walked in the door to the time I walked out. I have already started saving up for the Private Helicopter License courses and hope to be able to achieve this goal in the near future with the help from Konect. I do still have many questions about the process, and will try and contact you to schedule a meeting sometime in the later on once things on the farm slow back down.

Since I am in Hood River, it makes it a little tougher to get out that way, and wasn't able to make a trip to deliver these myself. However, I wanted to send these as a token of my appreciation for the amazing experience! They are field run, so I apologize for any bad cherries that made it into the box. If you are ever in the Hood River area and want to come by the farm, or even fly in and need a ride from the airport somewhere, don't hesitate to ask.

I hope you enjoy these cherries, and thank you all very much again!

Best Regards,

A handwritten signature in black ink, appearing to read 'Ryan Gilkerson', with a stylized flourish at the end.

Ryan Gilkerson
Gilkerson Orchards, Inc.
(541) 399-2629
GilkInc@gmail.com

Dear Holly + Ingo

Even though I didn't get to visit with you on wedding day, the report and photos from Leah + Colby was all a mom needs to hear! They had such a great time and said it was absolutely the perfect ending to an already perfect event. The whole day was incredible in every way then to surprise our guests with a helicopter sendoff was truly off the chart and awe inspiring! Thank you so much for helping create an experience for so many that will be talked of for many years to come. Much appreciation +
Love, Bill Walsh + Lisa Kennedy

Thank you

Holly & Ingo,

The helicopter ride was by far
the coolest thing we have done
in our life thus far! We just
want to thank you for the
amazing ride and the gift!

You guys are awesome!

Konect Aviation

4040 SE Citrus Ave. McMinnville, OR

[Write a review](#)

5.0

13 reviews

Sort by:

Most helpful



Marcus Williams

a month ago

It was amazing. My wife thought we were at the winery for a photo shoot and in comes Konect for the pick-up. It was the stuff of story books. Fellas, it was a "knock your socks off" kind of experience. Highly recommended.



C Kraus

3 months ago

I want to thank Mr. Ingo Nehls, and Konect Aviation, for making our experience so fantastic! I purchased a 20 minute helicopter ride for my son for his 9th birthday. Mr. Nehls was readily available for questions by email. The trip itself ...[More](#)

Response from the owner 3 months ago

Thank you for flying with us and we are glad you had a great experience!



lizad63

6 months ago

My wife and I booked the one hour Portland flight. We had the best time!!! Ingo was fantastic!. The views were amazing!. The helicopter was clean and felt solid (for those afraid of heights!). The views of the Columbia River and falls are ...[More](#)



Matthew Muller

5 months ago

I can't say enough good things about Konect. The entire experience was great. From planning to some VERY last minute changes and through the experience in the air it was absolutely fantastic. If you're in the area do not miss the unique ...[More](#)



Mo- C

a month ago

Konect Aviation is a great company. Very professional and friendly. I would recommend them to anyone. Thanks Konect!



Kelly Melillo

a year ago

Konect was onsite at a winery picnic we were attending and we had a blast. Our flight was short but it definitely gave you the full experience of "a birds eye view." The take off and landing was effortless and our views were stunning. ...[More](#)



Christy Van Buskirk

5 months ago

Made my son's 4th birthday memorable. Thank you!



Joyce Richter

a year ago

Ingo, our Konnect helicopter pilot, accommodated our request for a sunrise tour over the Yamhill valley. We rescheduled three times waiting for the perfect morning. And it was well worth the wait. The sunrise was picture perfect, the ride ...[More](#)



Charlene Wagner

a year ago

I brought a friend from Texas, to check the area and Konect did a fantastic job with the tour. Plus, this was very last minute, but communication was quick and handled very professionally. I plan on using Konect Aviation in my next wine ...[More](#)



Logan VR

a year ago

My daughter had an unforgettable birthday. Thanks Ingo for your kindness, many explanations, great ride, a great experience - beginning to end. I wish I could rent cars as easy as it was to fly!



D. Eric Jones

a year ago

My wife and daughters had a fun flight over Yamhill Valley with a short flight from the Carlton Crush. The transaction was simple, the wait was short, and the ride made memories for a lifetime. Very professional with a veteran pilot ...[More](#)

Response from the owner a year ago

Thank you Eric! We are glad that you guys had a great time.



A Google User

4 years ago

I had an introductory helicopter flight lesson with them and they were very professional, patient and explained everything I wanted to know. They were also very friendly. The flight was very well taught and I had a great time! I would ...[More](#)



A Google User

4 years ago

Great wine tours

Section Four: Proposal

Proposal

KonecT Aviation Oregon, LLC has vision for a new terminal building at the McMinnville Municipal Airport. We would like to decommission the current FBO building and clear the area for a new gateway to the City of McMinnville. While we do not have a solid plan for what the new terminal building will look like, we do feel the current building's location is optimal and that its size and condition warrant new construction. For the new terminal building we envision a bright and welcoming portal to the city that presents our finest attributes to our community members and visitors.

For our aviation community members that means the comfortable, casual community center that invites everyone to sit down, have some coffee, eat some pastries, and catch up on what's happening. To spend a day in the FBO with its 'regulars' is truly a treat. Everyone is welcome to listen to travel and aviation stories ranging from lunch at the Tillamook Airport to experiences of aviation in the military. Sit around long enough and one of these proud aviators might take you up in their beloved aircraft! To know an aviator is to experience their passion for flying.

For our visitors, that bright welcoming portal is a clean and inviting business that provides exceptional service and facilitates their exploration of our wonderful region. The traveler wants a comfortable place to wait where they can entertain themselves with the latest newspapers and periodicals, wi-fi internet access and gain refreshment with food and beverage. The in-transit pilot wants a quiet place for rest, communication, flight planning, and refreshment. Each wants the customized professional service that makes them feel welcomed and valued.

We feel that the current building is too small and requires more repair than warrants the expense. While cosmetic repairs would improve the longevity of the building, ultimately its layout does not provide the space for all operations that are important to a vibrant airport community. In order to facilitate the design and construction of a new building, we have developed a transition plan as stated below.

Site Selection

West Hangar

We have identified the west hangar as an un-utilized asset for conducting business at the airport. While the location is not optimal for foot or car traffic at the airport, it is perfectly located for those services we offer aviators and incoming air traffic. There currently exists a pilot's lounge on the second floor of the west hangar that is not maintained and therefore remains unused. With some cosmetic improvements to the office space on the first floor, and the pilots lounge on the second floor, we can

Section Four: Proposal

relocate the fuel-line service and administrative office space to the west hangar as well as revitalize the pilots lounge. Several updates have been made to this building so we feel this will optimize the city's current investment in this hangar and help free up the current FBO site for new construction.

We plan to revitalize the pilots lounge by creating a more at-home apartment/hotel feel to the space. We would remove the existing appliances and replace them with hotel-room-style amenities with a coffee maker, mini-fridge, and microwave, as well as vending machines. The rest of the space would be re-floored with either laminate flooring or carpeting, then refurnished with a dining area (also able to be utilized as a work space), living room area, and computer work station with printer. Less commonly known at the west hangar there is a secluded room behind the wall of the pilots lounge. Potentially, with the installation of a door, this room could be used as a bunk room for pilots in need of a quick rest.

The fuel line service base of operations will be based out of the west hangar on the first floor. There is an office space there where we would put a new computer workstation some file cabinets for information storage as a communications radio for monitoring airtraffic. The building will be set up with internet and communication services. Fuel-line supplies will be stored in the workshop area of the hangar and office supplies will be stored in the excess space behind the wall upstairs. Everything will be cleaned up, repaired, and finished prior to occupation/utlization.

B&G Hangar

For the foot and car traffic at the airport, there is space in the B&G hangar that could be re-purposed as a visitors center. The B&G hangar is where KonecT Aviation Oregon currently occupies two offices and is right off Cirrus Avenue. This building is the newest construction at the airport and houses ample office space with a kitchen, public bathroom, and lobby area's. The new, accessible construction is the perfect home for an interim visitors center for the community where people can sit and catch up. In this building we would maintain a staff member for customer-service related to hangar, aircraft & car rentals as well as a pilot supply shop and travel information services.

Phasing and Implementation Schedule

Once awarded the contract, KonecT Aviation Oregon will begin in-depth planning for the transition. Site preparation for FBO operations, in addition to developing a mutually acceptable design and construction plan for the new terminal building, will begin in January 2016. By June 2016 we will have the interim spaces ready to be open for business as the old FBO phases out. We expect to be using this interim space as runway & terminal building construction commences the second half of

Section Four: Proposal

2016, potentially through the middle of 2017.

Facility Management and Operation

Facilities will be managed by Konec Aviation Oregon staff as an everyday part of our routine. For facility services outside our knowledge and skill base, for example plumbing, we will seek the service of qualified contractors and maintain communications with the Airport Administrator throughout the process. All plans for facility improvement will be run by the Administrator for guidance and approval if necessary.

For initial startup, Konec Aviation Oregon has secured funding through a private funding source. We anticipate startup costs including furnishings, facility updates, additional insurance, and equipment acquisition to be between \$300,000 and \$350,000 which includes a cash reserve; the details of which can be found in the Business Plan in Section 8.

Section Five: Rents & Fees

Financial Proposal

Term

While we understand that 5 years may be a trial period, we feel it is important for KonecT Aviation Oregon to have the opportunity to, not only prove business success, but also earn back it's investment. With that in mind, we propose a 10 year agreement with an initial investment of \$300,00 and a minimum 30 year agreement with any investment that includes the construction costs of a terminal building at the McMinnville Municipal Airport.

FBO Lease

We are aware that the current FBO pays \$869.00/month lease for the existing facilities. During the transition period we would expect that amount to be reduced by the amount we will be paying for the B&G Hangar office space. Depending on the arrangement for the construction of a terminal building we would anticipate that number to change accordingly.

Fuel Flow-age Fees

Year One

No minimum annual guarantee (MAG) during the runway closure due to an unpredictable decline in sales.

\$0.03/gallon up to 100,000 gallons in sales, after 100,000 gallons the fee will increase to \$0.05/gallon

Year Two

\$8,000.00 MAG

\$0.03/gallon up to 100,000 gallons in sales, after 100,000 gallons the fee will increase to \$0.05

Year Three

\$8,000.00 MAG

\$0.05/gallon

Year Four and After

\$10,000 MAG

\$0.05/gallon

Management Fees

15% of the cost of maintenance and collected rents

Proposer's Declaration

PROPOSER UNDERSTANDS, AGREES, AND WARRANTS:

- a. That Proposer has carefully read and fully understands that the information provided by the City was provided for general informational purposes only.
- b. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c. That Proposer's information must be submitted with the proposal and is attached hereto.
- d. That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 5:00 PM, local time, on the date that the proposal is due but may not be withdrawn for a period of 120 days after such date.
- e. That all information contained in the proposal is true and correct to the best of Proposer's knowledge and belief.
- f. That Proposer did not, in any way, collude, conspire, or agree directly or indirectly with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.
- g. That Proposer did not receive unauthorized information from, nor initiate contact with, the McMinnville City Council, Airport Advisory Committee, the Airport Staff, the Airport Legal Counsel, or the Airport Consultant(s) during the proposal period except as provided for in the Request for Proposals proposal package.
- h. That no officer or employee of the City of McMinnville or other affiliated City officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service.
- i. That the City reserves the right to reject any and all proposals and to negotiate fees, terms, and provisions which, in the County's sole opinion, is in the best interest of the City of McMinnville.

- j. That by submission of this Proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

Acknowledged and Accepted By: Holly D. Nehls
Title: General Manager
Print Name: Holly D. Nehls
Date: 9/4/2015

Submit this sheet with your proposal.

ADDENDA:

By signing and submitting this Proposal to the City, proposer represents that it has examined and carefully studied the RFP Documents, and other data identified in the RFP Documents, and the following Addenda, receipt of which is hereby acknowledged:

<i>ADDENDUM NO.</i>	<i>ADDENDUM DATE</i>
1	8/24/19



Infinite Air Center Proposal for KMMV

Signed
Original

Section 1 – Introduction

Infinite Air Center currently operates a full service FBO at Albany Municipal Airport - S12 in Albany, Oregon which was vacant for approximately 5 years after previous FBO's closure. While time in operation is short, Infinite Air Center has formulated and are executing a plan to increase revenue, customer loyalty, and public activity. Our goal is to implement the same or improved plan at KMMV.

Infinite Air Center currently provides FBO service to airport tenants and transient passengers / pilots and stimulates local economy by bringing tourism dollars through heavy promotions of local events and attractions. Infinite Air Center also participates in City wide events to further boost recognition of the airport as a viable public resource.

Infinite Air Center differentiates itself by providing top-notch customer service to everyone; pilots or non-flying public. Even though Albany Municipal Airport is smaller in size and scope with limited jet or turbine traffic, everyone is provided with the same level of great service. We believe that without happy customers, there will not be a need for an FBO or an airport to be funded by the general public. With that said, every customer is greeted warmly with cookies, a smiling face, and genuine enthusiasm for aviation.

Currently, Infinite Air Center is expanding into other airports in the State of Oregon and feel that McMinnville Municipal Airport and its culture would be a great location for Infinite Air Center to expand into. Because of its higher traffic volume, availability of ILS approach system, and more capable runways, McMinnville Municipal Airport is an excellent location to grow with and will fit very well into our five year goal.

Our goal is to have multiple locations throughout the Pacific Northwest. We want to be recognized as a friendly, professional, well managed, and modern operation. Infinite Air Center can provide tenants and transient pilots the convenience of having one account for fuel, aircraft rental, and training that can be used throughout its locations.

Also, Infinite Air Center is determined to represent KMMV well in promoting General Aviation and tourism to the City of McMinnville. We will do so by enhancing the Airport's appeal, creating a vibrant environment for the public, and utilizing popular local industries such wine making, distilling, and brewing.

Section 2 – Company Information

Infinite Air Center, LLC is an Oregon Limited Liability Company solely managed by the Operations Manager, Tony Hann and is formed as follows:

- Official Company Name: Infinite Air Center, LLC
- Mailing Address: 525 Aviation Way, Albany, OR. 97322
- Prior Mailing Address: 7990 SW Boeckman Rd, Wilsonville, OR. 97070
- Primary Contact: Tony Hann
- Telephone Number: 503-857-3530
- Email Address: thann@InfiniteAirCenter.com
- OR Registry Number: 107371999
- Date Organization established: January 2nd, 2015
- Registered State of the Organization: Oregon
- Proposer Principals:
 - Tony Hann (Operations Manager): 525 Aviation Way, Albany, OR. 97322
 - LH Investments, Inc: 7990 SW Boeckman Rd, Wilsonville, OR. 97070
 - Polycomp Trust Company Custodian FBO Don J. Nishiguchi IRA: 6400 Canoga Ave, Ste 250, Woodland Hills, CA. 91367
 - Lien Ly: 10465 SW Wilsonville Rd, Wilsonville, OR. 97070
- Infinite Air Center, LLC was originally formed solely by LH Investments, Inc. LH Investments, Inc is owned by Hann Corporation (Oregon Corporation), and Vicki Ly.
- Insurance claims filed during the last five years: None
- Environment violations and/or claims: None

Section 3 – Qualifications and Experience Operating FBOs

Business Plan

Infinite Air Center was formed to take advantage of the opportunity to improve current situations in some airports throughout the State of Oregon by providing top-notch customer service experience

for tenants and transient pilots in the Pacific Northwest. Through that, it will provide a thriving airport and cements the airport as a viable community location it once was.

Currently, many small Municipal Airports have FBOs that are run down and stuck in their old way of doing business. In some situations, Mom & Pop feel works. However, with today's style conscious consumers, demand is prevalent for a modern facility that is comfortable and clean.

Today's consumers also experience lack of customer service and respect. Infinite Air Center's employees are trained to provide great service and are genuinely interested in Aviation. As passion and enthusiasm for Aviation cannot be faked, therefore employees' genuine passion for aviation will shine through and make every visitor feel they are important. This will help promote new and repeat business and customer loyalty.

In addition to providing a comfortable facility, Infinite Air Center provides Aviation grade fuel, Maintenance facility, Aircraft rental, and Pilot training (if it fits within the demographics and demand at the airport).

With such diverse product and service offerings, Infinite Air Center has a goal of being a premiere FBO provider in the Pacific Northwest within the next five years. Our goal is to allow a pilot to fuel at all of its locations with one account, one prepaid fuel card, one aircraft checkout, etc.

Experience providing FBO services at airports similar to MMV

Infinite Air Center started full time operation in February of 2015 at Albany Municipal Airport. Within a short time span, valuable contacts with extensive experiences have been made within the Aviation community; ranging from FBO owners, business owners, and pilots of various capabilities. Also, shareholders of its parent company, LH Investments, Inc. has great amount of experience in Service, Retail, Food, and other businesses including a Distillery. Additionally, LH Investments, Inc's other side of the business is in real estate investing; therefore, has experience with lease and tenant relations.

Although the size of airports that Infinite Air Center currently operates are smaller in size and scope in comparison to KMMV, basic operating principles and management methodologies are easily transferrable to airports of any size. With knowledge gained at Albany Municipal Airport, operations policies and standards have been created that can and will be easily duplicated in any future FBO operation.

Experience in airport operations and management

Infinite Air Center currently manages and coordinates with various Cities and Oregon Department of Aviation on both operation and management of real properties. Currently, Infinite Air Center provides value added services in two airports in the State of Oregon with specific duties as follows

Albany Municipal Airport – S12:

Infinite Air Center operates a full service FBO in a facility leased from City of Albany. FBO operation includes:

- Providing AVGAS fuel sales via a card lock system with EPIC branded fuel.
- FBO lounge is available to pilots and passengers 24/7 via a keycode system. After standard business hours, with the exception of Infinite Air Center office, the entire FBO facility is readily available. This allows pilots and passengers arriving or departing after normal business hours access to cookies, water dispenser, vending machine, restroom facilities, computer, WiFi, and comfortable sofas. This amenity is very well received by pilots and passengers.
- Aircraft Maintenance is provided by a Chief Maintenance personnel, Robert Lind. Robert has over 30 years of aviation maintenance experience. Robert also recently obtained Certification by Rotax as Rotax Heavy Maintenance Mechanic. With this Certification, Infinite Air Center will also be targeting popular Light Sport category of aircraft where Rotax Engine usage is prevalent.
- Pilot Training is provided by a full time employee, Robert Lind. Robert Lind is a Chief Maintenance Mechanic and a CFI-I enabling his students to feel confident in his knowledge of flight and his mechanical ability. Two contract CFIs are available and are utilized as needed with primary training assigned to one of the contract CFI to relieve Robert Lind to perform his Maintenance duties. Pilot training courses are available from Sport Pilot to Commercial and CFI; allowing various types of students to participate.
- Aircraft Rental is provided to both students and certificated pilots after a checkout. Currently, three aircrafts are on the flight line which provides a good coverage for various types of flying or training:
 - CZAW SportCruiser LSA (VFR)
 - Piper Cherokee 140 (IFR)
 - Piper Arrow 180 (IFR)

A low cost solution for pilots to obtain their license or for renting is available through the Flying Club. Infinite Skies Flying Club is available to everyone that pays an initiation fee and monthly. This provides the club members with drastically discounted aircraft rental rate. For students or pilots that fly often, membership in the flying club will allow them the greatest savings in terms of cost. Infinite Skies Flying Club utilizes the same three aircraft that is on the rental line and is formed as a non-equity FBO formed Flying Club.

Weather, Video Surveillance, and WiFi is provided by Infinite Air Center to enhance pilot experience and to provide limited security.

- Weather station is located on top of the FBO facility and information is streamed to WXunderground.com for real time visibility for pilots needing quick weather updates. In addition to internet and wxunderground app access, current weather information is also displayed on the company website and is available inside the FBO office to assist with pilot weather advisory when requested.
- Video Surveillance provides 5 separate cameras and 3 more planned. Cameras are located inside the FBO facility and the ramp. Ramp camera is streamed live on the company website to assist pilots with weather determination. They are also set to record full time allowing security to the City owned Ramp. Footages can be exported for review if requested by law enforcement.
- Public WiFi is available inside the FBO which is separate from the internal Infinite Air Center network. For ramp use, an outdoor WiFi access point is made available for pilots to use while inside their aircraft as long as they are on the ramp area.

Mulino State Airport – 4S9:

Infinite Air Center have recently entered into Management agreement with Oregon Department of Aviation for management of assets and limited operations at one of their busier airport.

Infinite Air Center provides AVGAS for sale through a card lock system and pays flowage fee. Previously, ODA used unbranded AVGAS for contractual reasons. Once operation was awarded to Infinite Air Center, EPIC provides branded AVGAS and are currently in process of providing a signage which is currently absent.

ODA owned hangars are managed by Infinite Air Center starting in July, 2015. Infinite Air Center will be responsible for utilities, minor repair and maintenance, leasing, and rent collection for all of ODA's T-hangars. Two previously vacant hangars were quickly filled after Infinite Air Center took over management of the hangars; bringing in two new aircrafts to the field.

Pilot lounge is leased by Infinite Air Center as operation is currently on hold for interior/exterior renovation which is planned for Fall of 2015. Renovation will consist of separating an area inside the present lounge area to be used as FBO office to provide 24/7 access to tenants and transient pilots needing to use FBO facilities. With goal of leasing out a portion of the FBO office to an independent CFI that will be based out of the airport, Infinite

Air Center will be able to provide value added pilot training and rental service to pilots and the general public.

Infinite Air Center also leased two hangar pads for build-out. With demand for hangars in the area increasing, Infinite Air Center will build a total of 9 box hangars of various sizes. All hangar sales will be handled by a Commercial Real Estate broker experienced in Aviation properties.

Other Management Experience:

As an Operations Manager for Infinite Air Center, I have gained vast amount of experience in both Project Management, Customer Service, and Staff Management.

With concrete experience in various industries ranging from retail souvenir operation, real estate appraisal, IT trainer, to IT Manager, I am capable of completing multiple projects in a timely manner. Whether the job called for increased revenue, better infrastructure, completing multiple projects, training and nurturing best IT staff, to creating a lasting relationship with customers, I truly believe all the past experiences will allow me to make KMMV a symbol of what a quality City run airport should be.

To provide a better glimpse of my abilities, attached to this Proposal are some recommendations obtained from LinkedIn.

References

Business References are attached to this Proposal

Section 4 – Proposal

At McMinnville Municipal Airport – KMMV, Infinite Air Center would like to propose for consideration airport management, business development, and operation of a full service FBO as described.

Airport Management

Tony Hann, current Operations Manager for Infinite Air Center, LLC, will act as Airport Manager as a City Contractor; easing the burden for the City of McMinnville in having another employee on the payroll with specific skill set in managing airports.

As an Airport Manager, Tony Hann will provide the following services:

Availability

Airport Manager or member of the facility team will be available onsite during normal business hours 7 days a week with after-hours access via a call center or phone menu. They will also be available as a first responder during emergencies and coordinate with applicable agencies.

Building and General Maintenance

Airport Manager or member of the facility team will provide limited building maintenance for City owned properties such as City owned hangars, fuel issues, maintenance on lighting, and access gate issues. Service or repairs beyond the knowledge and scope of the airport maintenance team will be contracted out to a third party specialists and billed to the City of McMinnville.

Airport Manager will be responsible for overseeing all land maintenance on the airport including mowing, weed control, exterior hangar cleaning, and parking lot maintenance. Mowing will be performed for 113 acres as presented in the RFP document. All land maintenance will be outsourced and billed to the City of McMinnville.

Master Lessee for City owned properties

Infinite Air Center will act as a Master Lessee for City owned property and negotiate and execute leases for hangars, tie-downs, and land lease agreements.

Infinite Air Center will also act as a Master Lessee for any future land lease or hangar rentals as they become available and negotiate lease rates and any build outs.

Intermediary for General Public

Tony Hann, acting as an Airport Manager will log all compliments or comments from the general public with regards to current and future airport operation.

Tony Hann will also attend Airport Advisory Meeting and assist in remediation and resolution of issues brought up by general public.

Financial Management

Tony Hann, acting as Airport Manager, will provide accounting for all activities within the scope of Airport Management. These accounting documents will be presented to the Airport Commission on a quarterly basis for review.

Additionally, Tony Hann will market KMMV to both Aviation and Non-Aviation related businesses. Also, fly-ins and other activities to promote general aviation activity will be performed as an Airport Manager. Marketing budget will be created and presented to the Airport Commission for approval.

Both short term and long term project advice and financial proposals will be prepared for the Airport Commission for purpose of Fiscal Transparency.

Business Development and Marketing

As a City Contractor, Tony Hann will provide both Business Development and Marketing service in addition to consulting services in promoting McMinnville Municipal Airport as a viable destination for vacation and for retail consumption.

It is our firm belief that non-aviation business development is crucial and is often overlooked in airport design. A place where local residents find pertinent to their daily activity will draw less scrutiny for aircraft noise and justify having an airport funded with public money near their residence.

Local Non-Aviation Business Development at KMMV

With local wineries and wine tasting as being one of the main tourist attractions for this region, good portion of business development strategy will focus on this key area to bring in tourism dollars and to create a friendly and inviting environment for locals to visit.

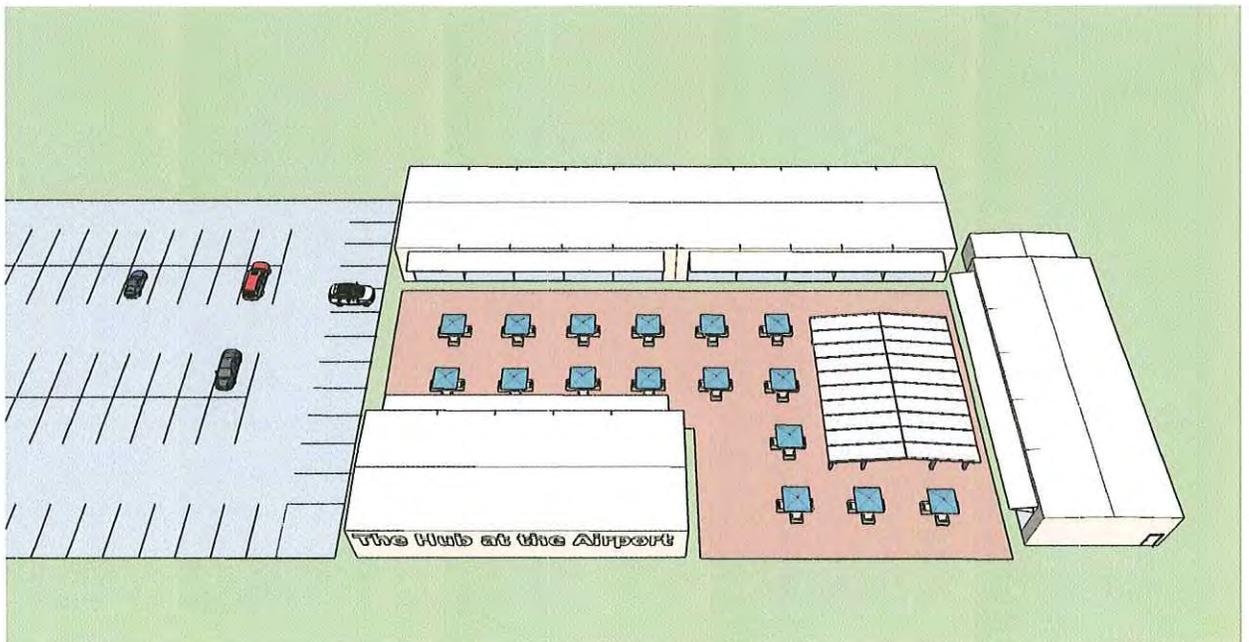
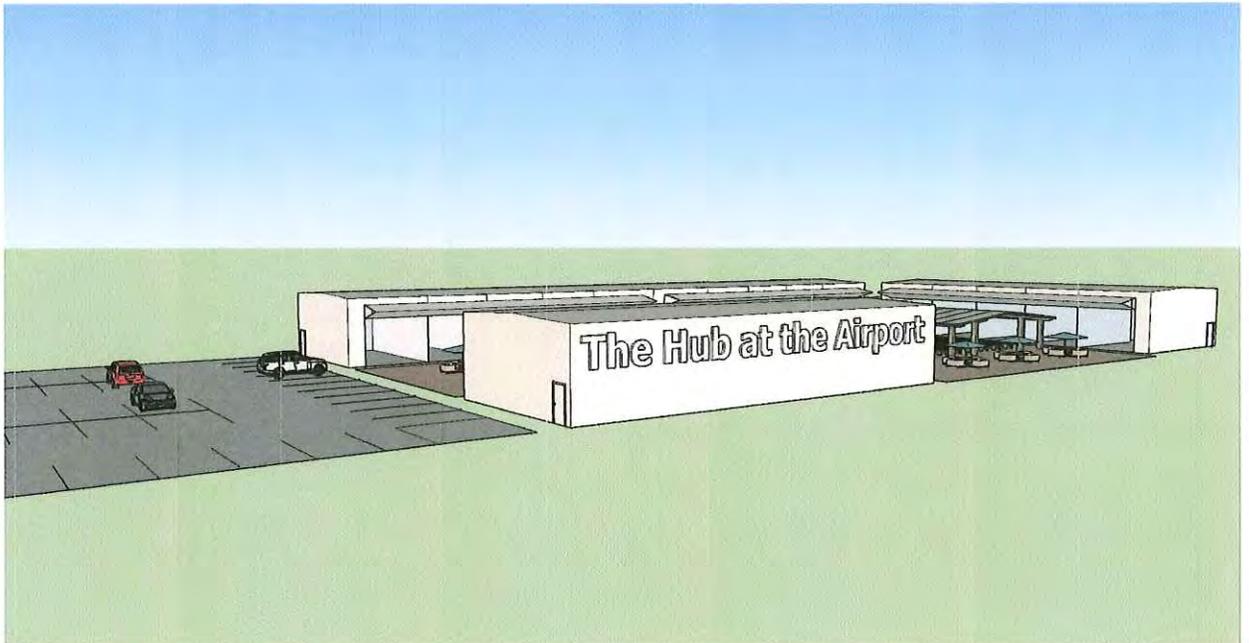
According to Master Plan created in 2008, a section of the airport is earmarked for non-aviation businesses. Infinite Air Center propose, with the approval from City Council and Airport Commission, create a planned area called “The Hub at the Airport” in this specified portion of the airport. The Hub at the Airport, as envisioned, will comprise of three separate buildings laid out around a common courtyard with covered canopies. The courtyard will have umbrellas and outdoor heating system which can be deployed and used for comfortable environment in all types of weather.

Three buildings which are to mimic large aircraft hangars and will feature multiple vendors and is to be used as follows: Building One will be used as tasting rooms for various wineries and breweries in the region. Building Two will be used for food service with desire for an American Grill and Italian themed establishments. Building Three will be used as tasting rooms for various distilleries. Due to fire code restrictions, building three might be comprised of multiple standalone buildings.

The Hub at the Airport, as designed, will provide local residents (both pilots and non-flying public) to come and enjoy and be a focal point for visitations. As for pilots flying in, The Hub at the Airport will allow them to have a destination to fly into and be entertained with good food while their passengers are able to purchase various wines, beers, and spirits in one convenient location.

Infinite Air Center is ready to start building out Phase One of The Hub at the Airport as soon as proposal is accepted. Infinite Air Center will lease the land needed for Phase One of the project and have options to execute land lease for the remaining phases. City of McMinnville will be asked to finance the courtyard, outdoor furnishings, and parking area in addition to ingress/egress access in return for portion of CAM charges.

With Infinite Air Center funding all phases of The Hub at the Airport, City of McMinnville will benefit by increased tourism and activity at the airport with minimal initial cost.





Visitors Information Center

McMinnville currently uses Chamber of Commerce building as Visitor's Information Center. While this is a common practice, a space geared specifically for visitors at the outlying portion of the City near a major highway will be ideal for attracting visitors that would normally be passing by. To complement the existing Chamber of Commerce location, an information center can be located inside the new FBO facility. A small section would be carved out inside the new facility to be used as Visitor Center. The Visitor Center will need to have personnel on-site with varying hours of operation dependent on the season that can also act as a Concierge. A personalized service provided by a Concierge will give the visitors a positive feel for the City and can also be used by pilots and passengers flying into KMMV. Due to its role being critical, personnel for the Visitor Center should be a City employee or contractor with extensive knowledge of activities and attractions in the surrounding area.

Marketing for Non-Aviation Business at KMMV

Traditional marketing avenues such as press releases, and print media all works for promoting The Hub at the Airport. Tony Hann will contact local newspapers and radio stations and promote the new businesses heavily. Radio advertising is cost effective and can reach targeted audiences dependent on the types of music played.

An easily obtainable goal would be to attract wine, beer, and spirit enthusiasts from greater Portland MSA. Accomplishing this goal would require, billboards, radio ads for an event held at The Hub at the Airport. An event fashioned after NW Food & Wine Festival in downtown Portland can be held easily at The Hub at the Airport's courtyard. The event, as planned, would consist of various food and wine vendors providing and selling samples of

their product to the public. These events are immensely popular and will let the attendees be familiar with The Hub at the Airport's presence and what it offers on a daily basis.

Generally, to get general public's participation, social promotion and interaction is needed. Typical social media marketing using Facebook, Twitter, Instagram and YouTube will need to be conducted. But to be truly effective, these marketing sites will need to be interactive with the visiting public. A common source of interaction is taking pictures/videos and uploading them. Most visitors are ecstatic to have their pictures taken and posted on the internet. A recommendation to the City will be to have a photographer onsite during weekends that will interact with the visitors and take pictures of them enjoying themselves and most of all, having a great time. These pictures can then be posted on Facebook and tagged for others to see. When these simple but effective activities gain momentum, exposure will be exponentially greater.

A website dedicated to The Hub at the Airport will be developed and optimized for various search engines. This website can also be incorporated into the City of McMinnville and the airport's website and cross linked for further promotional opportunity. To keep up with today's mobile generation, the website will be created to be friendly to browsers on smartphones such as iPhones and Android phones.

Aviation Business Development at KMMV

For Aviation related businesses to develop in KMMV, general aviation traffic at the airport must be increased. Without enough traffic and awareness to drive the need for new businesses to start, few entities will take the plunge and look to locate somewhere else.

To increase general aviation traffic, similar approach to Infinite Air Center's operation in Albany will be utilized. Pilots are seeking a friendly personnel, personalized service, fairness in fees, fair fuel prices, and amenities. All of these will be provided by Infinite Air Center in addition to flight training and aircraft rental.

Infinite Air Center has a monthly BBQ hot dog event in Albany every 4th Saturday of the month. At KMMV, plan is to offer discounted breakfast from one of the restaurant at The Hub at the Airport on the same day. Pilots are willing to fly for good food and with it conveniently located on the field, will be a great draw for the flying community. Until The Hub at the Airport is built and operational, Infinite Air Center is ready to provide breakfasts to pilots consisting of eggs, bacon, hash browns, coffee, and refreshments. For the first year, breakfast provided by Infinite Air Center will be free to pilots. Then it will be provided for \$4 per person to cover the cost of supplies and ingredients.

Even with all of the methods used to promote general aviation traffic, it will require

additional office and hangar spaces which are currently absent in KMMV. As demand for office/hangar spaces increase, Infinite Air Center will be ready to build new hangars and provide the support new businesses need.

Marketing for Aviation Related Businesses in KMMV

As demand for Aviation businesses vary greatly, marketing efforts to attract these types of businesses will differ from traditional marketing. Once hangar and office spaces become available and City owned facilities get remodeled, Infinite Air Center will advertise vacancies on various forums and online publications related to General Aviation. Additionally, a commercial real estate broker will be utilized to further help with marketing efforts.

FBO Operations and Staffing

Infinite Air Center has plans on operating a world class FBO facility that is both comfortable and customer friendly. With experience gained in starting an FBO from the ground up in Albany, Infinite Air Center will apply similar methodologies and operating culture in KMMV.

FBO Building Plan

Current FBO building is in need of major facelift or rebuild and due to its age, it is functionally obsolete and lacks necessary modern day conveniences

Infinite Air Center proposes to demolish the existing structure and build a modern structure of approximately 2400 square feet in its place. The location of the newly built FBO is proposed to on the Eastern portion of the FBO area leaving more room on the Western side for Fuel Delivery vehicle and vehicle parking. This location will also provide additional clearance from the existing Fuel Storage Tanks for safety.

The newly proposed building will be modeled after a popular modern architecture, and in essence, be a box shaped building with a second floor providing extra space. Modern architecture gives the building a sleek, efficient, and bright environment and is well suited for airports as it allows a great variety of finish options ranging from recycled wood to metal finishes. An added benefit of this design is abundance of windows providing an airy and open feeling for occupants with view of the airport environment.

First floor will be divided into two distinct sections where West section will be used for the FBO and the Visitor Center while East section will be used for pilots and passengers. Second floor will be used for a conference room and classrooms for pilot training. Proposed floor plan and elevation view is attached.

Corporate Box Hangar

With anticipated increase in turbine and piston traffic, additional hangar space is needed, especially for transient pilots seeking refuge from inclement weather. With lack of enclosed hangar large enough to house larger aircrafts, Infinite Air Center proposes the City of McMinnville to build a large box hangar that is 200'X120' in size. The proposed location would be in the non-paved area between Jerry Trimble helicopter and transient parking. Due to limited width available, North row of transient parking might need to be restriped allowing enough clearance for larger aircraft to pass.

In addition to servicing transient traffic, large box hangar will allow Infinite Air Center to house local aircrafts enabling a full service aircraft hangar contracts. Full service provided by Infinite Air Center will give local aircraft owners the luxury of having Infinite Air Center pull in and push out their aircraft and have it ready for arrival or departure by simply calling ahead.





FBO Features and Amenities

A huge determining factor in choosing an FBO or its associated airport are the specific amenities available to transient pilots and passengers. With that information, the proposed FBO building will have the following amenities and features:

Lobby and all customer focused areas will be open 24 hours a day to pilots and passengers. During non business hours, the facility will be available via a key-code to provide access to the facility. Comfortable seating will be provided adjacent to a sliding glass window looking out to the ramp. Kitchenette area will be provided for heating of food items with counter space for additional bar type seating. Café style tables and stools will also be provided for customer comfort while eating or conversing. Vending machines will be available for snacks and refreshments.

Both Men's and Women's restroom will be inside the building for convenience. Additional bathroom with a shower will be provided as well for transient pilots to use with towels and basic necessities.

Pilot snooze room with comfortable reclining chairs and a sofa will be located towards the rear of the building for quieter enjoyment. This room will also feature a wall mounted TV for getting updates on news and weather. Computer station adjacent to the main lounge will allow pilots to check weather, file flight plans and check email. A phone will be provided for anyone to use to assist in calling Flight Service.

Upper Level will provide a conference room with a telephone. A third bathroom will be built out in addition to two small classrooms for Part 141 and Part 61 flight training operation.

Throughout the facility and the ramp in front of the FBO, wi-fi signal will be provided for guests to use. The network will be separate from the internal network for security purpose and bandwidth capped to a degree. With additional Wi-Fi antennas, range can be extended throughout the entire airport as needed.

Network Security Cameras will be used throughout the FBO facility and the ramp area. Most cameras will be recording based on motion but key locations will be recording continuously. The video footages will be stored on-site to an NVR and also backed up frequently to off-site storage facility for safe keeping.

Two courtesy vehicles will be available for pilots to use. These vehicles will be mid 2000 models and atypical of what you would find at Municipal airports. All pilots will be able to use the vehicle for up to four hours or overnight depending on availability. Planned usage of these vehicles will be on a first come first basis.

With friendly faces, genuine enthusiasm for Aviation, complimentary cookies and coffee, enhanced by comfortable environment, Infinite Air Center is poised to deliver world class environment for tenants and transient pilots/passengers at KMMV.

FBO Level of Service to Visitors

Infinite Air Center's staff will provide a genuinely friendly face to pilots and passengers deplaning at KMMV. We are famous for our complimentary Otis Spunkmeyer cookies and usually bring it out to the pilots topping off their tanks. In weather over 80 degrees, our staff will take a cold bottle of water out to each person as well. While the cost involved with free cookies and waters adds up, the good will created by them are immense and considered to be very effective.

For self serve traffic, a line personnel will bring out cookies and water if the weather is above 80 degrees. The line personnel will also assist with fueling the aircraft if needed by guiding the hoses and static reel. If another aircraft is in line for self serve fuel, the line personnel will assist with moving the aircraft.

For piston and light twin aircraft that are parking, a line service personnel will drive out in a cart and bring out a mat that will be placed over the wing preventing scratches and scuffs for low wing aircraft. Line personnel will assist with tying down the aircraft and help with baggage. If the pilot's information is on file or reservations were made prior to arrival, either a rental vehicle or courtesy vehicle will be driven up for easy access. If hangar space is requested, Infinite Air Center will tow it into the hangar based on availability.

For turbine passengers, additional value added service is planned. As a jet is guided to its parking spot, a line service personnel will bring out a red carpet and a covered walkway which will be placed over the airstairs. Covered walkway will be custom fabricated by Infinite Air Center and will assist passenger deplaning during inclement weather. If reservations were made prior to arrival, rental vehicle will be drive up to the aircraft. Once the pilot registers inside the FBO, other services will be offered such as lavatory service, catering, fuel, GPU, and need for a hangar space.

Finally, discounted fuel program will be utilized for tenants of KMMV. A special smartcard will be issued to aircraft owners based at KMMV which will allow a discount of \$0.10 to \$0.20 cents per gallon off of posted price. The smartcard will be based on prepaid funds and can be recharged when funds run low.

Flight Training, Flying Club and Available Aircrafts

Infinite Air Center will provide much needed Flight Training, Flying Club and Aircraft Rental at KMMV. Flight training allows new pilots to visit KMMV and is a key resource in building relationship with the general public and allows future growth as the pilots purchase aircraft and store them at KMMV. It also drives other aviation related businesses such as fuel sales, aircraft sales, avionics installation, and aircraft maintenance. Most of all, it creates a vibrant scene where pilots congregate and get involved leading to future fly-ins opportunities.

Infinite Air Center, while having three aircrafts based in Albany, will purchase aircrafts to be used as a trainer / rental exclusively at KMMV. As our reputation builds, leaseback opportunities will arise increasing the number of available aircraft in the future. However, until then, two aircraft will be purchased. A Cessna 172 Skyhawk and a Piper Cherokee. These are both great trainer and well known for their docile flight characteristics necessary for student pilots. Infinite Air Center is well known for its clean aircraft and maintenance record. With an available A&P mechanic with Inspection Authorization staffed in Albany, all maintenance will be performed in-house with utmost priority for reduced downtime.

Infinite Skies Flying Club, currently in operation in Albany, will be expanded to include aircrafts in KMMV. With a low one time initiation fee of \$500 and \$40 monthly dues, any pilot flying over 1 hour per month can take advantage of reduced rates afforded by joining the Flying Club. Additionally, club members in KMMV will be able to utilize any aircraft Infinite Air Center operates in Albany Municipal Airport and vice versa. This expanded membership will also encompass any aircraft operating out of Mulino State Airport once training/rental operation begins early 2016.

FBO Staffing:

To provide a great customer service experience, quality employees are a necessity. Infinite Air

Center will employ two full time line personnel for ample coverage during normal business hours. The line personnel will be supplemented by a counterperson with which will also perform administrative duties.

For flight training, contract CFIs are planned until demand allows a full time CFI to be hired. Full time CFI would be ideal as it will allow one to one interaction when a potential student pilot walks into the FBO from the street. However, until the flight training availability is known in the area, a full time person cannot be justified financially.

Implementation and Mobilization

Since the KMMV project has time limitation on building out the FBO facility, Infinite Air Center plans to enter into agreement with the current FBO Cirrus Aviation, LLC for purchase of their business operation and assets. The planned purchase will allow Infinite Air Center to mobilize for major build out that corresponds to Runway closure in 2016.

To work alongside the City's plan, implementation timeline for renovation and marketing will be as follows:

FBO Facility Implementation

As soon as Infinite Air Center is selected as the FBO in KMMV, existing operation and assets of Cirrus Aviation may be purchased allowing greater flexibility in renovating and building out The Hub at the Airport.

As envisioned, West Quonset hangar will be remodeled as its future role as a temporary FBO building. Remodel will consist of upper level transformation as a pilot's lounge while the lower level will be used as the FBO lobby and will be consistent with Infinite Air Center's standards. If physically and financially feasible, access to the bathrooms will be brought indoors for superior control of the climate.

While West Quonset hangar is remodeled, permit for the new FBO building will be submitted to the City for approval. Once approved, order will be placed for the facility to be built off-site and trucked in for re-assembly at the desired location. Anticipated date for the demolition and re-assembly of the FBO building will coincide with the runway repaving in Fall of 2016. However, if possible, this portion of the project could happen earlier and is preferred.

During runway repaving project, corporate box hangar project can be built to accommodate future turbine and piston traffic.

Airport Facility Implementation

As an Airport Manager, repaint and repair of existing hangars that are owned by the City is

proposed. These hangars are in need a facelift to provide a good first impression of the airport especially if the goal is to have KMMV be a gateway to the Oregon Wine Country.

The Hub at the Airport Implementation

The Hub at the Airport's Phase One will start when Infinite Air Center is awarded as the FBO in KMMV. Plan is to build out the first phase in Spring of 2016 for operation in Summer of 2016. Subsequently, each additional phases will start after vacancies are filled.

However, parking and courtyard build-out by the City of McMinnville will be coordinated with the City's timeline and may differ from Infinite Air Center's plan.

With contacts in the Distillery and Wineries in the area, vacancies should be filled before completion of Phase One. In that case, marketing of The Hub at the Airport will commence.

Section 5 – Proposed Capital Improvements

Based on proposal as previously outlined, Infinite Air Center is poised to build out in KMMV as follows:

- Purchase of Equipment and Furnishings for FBO: Estimated at \$200,000
- Purchase of two Aircraft to be used for Training and Rental: Estimated at \$80,000
- Phase One of The Hub at the Airport: Estimated at \$400,000
- Phase Two of The Hub at the Airport: Estimated at \$350,000
- Phase Three of The Hub at the Airport: Estimated at \$350,000

In turn, Infinite Air Center propose City of McMinnville participate as follows:

- Demolition of existing FBO and build-out new FBO facility: Estimated at \$200,000
- Relocate existing fence line to accommodate temporary FBO facility: Estimated at \$2,000
- Build infrastructure for The Hub at the Airport: Estimated at \$200,000
- Build-out of Corporate box hangar for aircraft storage: Estimated at \$550,000
- Repaint sides and roof of Open Box hangars, T-hangars, and Quonset hangars: Estimated at \$40,000
- Marketing for Business Development at KMMV including fly-ins, food, etc for 2016: Estimated at \$10,000
- Marketing of The Hub at the Airport for 2016: Estimated at \$10,000

Section 6 – Rents and Fees

Infinite Air Center is ready to pay market rent for all land or building leased from the City of McMinnville.

Base Rents

FBO building and corporate box hangar excluding space utilized for Visitors Center will be at a rate that is consistent with neighboring airports of similar size and activity. Proposed term is for a 10 year lease with two 10 year options to renew.

Leased land for buildings constructed as part of The Hub at the Airport will be at market rate that is consistent with neighboring airports of similar size and activity. Proposed term is for 50 years with option to renew for additional 50 years to allow enough time to reclaim initial investment. 25% of CAM charges for tenants of The Hub at the Airport will be forwarded to City of McMinnville for maintenance of courtyard and parking.

All hangars managed by Infinite Air Center as master lessee will be based at 40% of currently charged rate with same term as FBO building.

Fuel flowage is proposed at \$0.06 per gallon for both AVGAS and JET-A. Infinite Air Center will install a cardlock system and maintain it. All maintenance for City owned above ground storage tanks are to be performed by the City of McMinnville.

Percentage of Gross Sales would apply only to percentage of gross sales charged by Infinite Air Center to its tenants at The Hub at the Airport. 50% of revenue generated by Infinite Air Center can be forwarded to City of McMinnville to help pay for marketing costs reserved for The Hub at the Airport.

Minimum Annual Guarantee is proposed to be all base rents combined for FBO facility, box hangar, City owned hangars, and land lease for The Hub at the Airport.

Management Fees

As an Airport Manager and Business Development contractor, Infinite Air Center and Tony Hann proposes as follows:

As an Airport Manager and for developing Businesses at KMMV, Tony Hann proposes an annual salary of \$39,000. This rate is estimated based 15 hours of work to be performed for both duties. Contract as Airport Manager and Business Development is proposed for three years and can be re-negotiated at end of each term.

Staffing and Outside Contractors

All outside contract work performed for the airport will be charged to the City of McMinnville. Preferred vendor will be utilized as much as possible if available. The scope of contract work include and is not limited to mowing, painting, common area repair, lighting, electrical, plumbing, security, and maintenance of City owned properties.

Due to in-depth knowledge of the area is needed, Visitors Center should be staffed separately by Chamber of Commerce or the City of McMinnville.

Recommendations

IT Manager - Remote Offices

Routh Crabtree Olsen PS



Eugene Woo

Technical Project Manager at Routh Crabtree Olsen

Tony is an exceptional IT Professional and is a joy to work with. The icing on the cake is his delightful personality, filled with warmth and genuine caring. His insight, dedication, ambition, and integrity are second to none. Tony always delivers, regardless of deadlines or any pressure. He is always encouraging and positive. Tony is the mastermind behind the organization's several dozen remote office setups. He architects the network, systems, and workstations before the office becomes online. He does it with great pride and this also applies to any work. Tony would be an asset to any organization who is lucky to have him. **less**

September 23, 2014, Eugene worked with Tony at Routh Crabtree Olsen PS



Montee Kimpitak

Systems Administrator at Art.com

I would describe Tony as enthusiastic, energetic, likable, accountable, and driven. He has an extremely well-rounded technical knowledge with particular strengths in networking, applications, and project management (specifically the setup of new offices from start to finish). Tony is customer-focused and hardworking and inspires similar qualities among others he works with.

September 6, 2014, Montee worked indirectly for Tony at Routh Crabtree Olsen PS



Scott Bruce Duncan

IT Process Engineer / Project Manager at RCO Legal / Realty in Motion, LLC

Tony is highly respected throughout our company and as I have witnessed his actions in the workplace and gotten to know him personally, I have come to understand why. Tony is 100% accountable to his IT customers and his IT teammates. His customer engagement skills are impeccable. He genuinely views their problems as service opportunities and his advocacy on their behalf engenders trust. While working with his Help Desk teammates to ensure production support service levels are maintained across many states in five time zones, Tony is always juggling multiple projects like new product rollouts, new offices, moves, and infrastructure upgrades with reliable execution. Most of all, Tony does all this enthusiastically and collaboratively and he truly is a joy to work with. ***/:-) less**

June 27, 2014, Scott Bruce worked directly with Tony at Routh Crabtree Olsen PS



Ed Weber

Managing Attorney - Law Offices of Edward T Weber

— Tony is a very knowledgeable IT Manager and readily uses his many years of education and experience to manage his team efficiently and to ensure that the job gets done. He is an awesome individual who is pleasant to be around, in addition to his excellent work ethic and professionalism.

June 6, 2014, Ed worked directly with Tony at Routh Crabtree Olsen PS



Patricia Hendrickson

Software Integration and Application Specialist at Realty In Motion, LLC

— It would be my privilege to recommend Tony Hann as a candidate for just about any position. He is an impressive manager and a project leader extraordinaire. I had the fortune to work off and on with Tony for 2.5 years at Realty in Motion, LLC, and can say it was not often enough.

Tony has a vast and intense knowledge of the technical field that impacted his position as our Remote IT Manager. A daunting position for most, Tony was able to make it appear a breeze. His knowledge from networking to Softwares to infrastructure, he will always find a resolution. Always positive, knowledgeable, and results oriented, Tony was able to provide excellent support to our remote offices throughout the US with a professional ease. Enjoyable in his demeanor and top notch in his skills no one can go wrong working with Tony on their team. Regardless of pressure, Tony always performed professionally and gave the highest quality of support.

Tony was always willing to offer his assistance and had an excellent rapport with the many constituent served by our office including colleagues, clients, employers, and other professional organizations. Tony would be an asset to any employer and I recommend him for any endeavor he chooses to pursue.

Should you wish to discuss Tony any further, I would be happy to do so either by email or over the phone. **less**

June 3, 2014, Patricia worked with Tony at Routh Crabtree Olsen PS



Justin M. Roy

Systems Engineer at Microsoft

As the remote office manager, Tony has shown exceptional skills working with customers in various locales. He is dedicated to excellent customer service and has a proven track record of top level support. Tony has been the point person for opening offices across the US, including HI. He regularly monitors network stability and customer tickets to ensure users have the best experience possible. When managing direct reports, Tony carefully monitors ticket loads and inventory. He commands excellence though leading by example and expects no less from everyone around him. He is an excellent trainer and a very detail oriented manager. It is a pleasure working with him and I would highly recommend him for any management position. **less**

June 2, 2014, Justin M. worked directly with Tony at Routh Crabtree Olsen PS



Erin Bigalke, PMP

Skilled project manager

Tony does an excellent job keeping the remote offices up and running. He's been invaluable at helping me work through the random IT challenges that one encounters as a remote employee, and as an employee who travels to the various offices. When a major client implemented a new scorecard process using tools in Excel that were not backward compatible, Tony was able to quickly ID and implement a workaround helping us to properly respond to the client's scorecards in a timely manner. **less**

October 28, 2013, Erin worked with Tony at Routh Crabtree Olsen PS



Ryan Nickels

Director of Information Technology

Tony is an extremely hard-working, detail oriented individual whom I am proud to say I worked with. He has been a key player in bringing uniformity to the management of IT in our remote offices and in general is just a great guy to be around.

February 4, 2013, Ryan worked directly with Tony at Routh Crabtree Olsen PS

See Less ^



Oregon

Kate Brown, Governor



3040 25th Street, SE
Salem, OR 97302-1125
Phone: (503) 378-4880
Toll Free: (800) 874-0102
FAX: (503) 373-1688

August 25, 2015

RE: RECOMMENDATION FOR INFINITE AIR CENTER

To Whom It May Concern:

I am the State Airports Manager for the Oregon Department of Aviation. The ODA entered into an agreement on July 1, 2015 with Infinite Air Center to operate a Fix Base Operation at the Mulino State Airport. We began negotiations with Infinite Air in November of 2014 and Infinite Air has been very patient with the state government process as we worked through negotiating and drafting the final agreement.

The ODA has been very pleased with the professional manner in which Infinite Air conducts its business. We have received only positive comments from the users of Mulino State Airport about Infinite Air Center and their positive impact to aviation in Oregon.

I highly recommend Infinite Air Center as the managing entity and Fix Based Operator for the McMinnville Municipal Airport. Tony Hann, the owner and operator of Infinite Air Center, has a vision for success of aviation in Oregon that extends far beyond his own bottom line. Please feel free to contact me at 503.378.2523 with any further questions or inquiries.

Sincerely,

Matthew D. Maass, C.M.
State Airports Manager



August 19, 2015

CITY HALL
333 Broadalbin Street SW
P.O. Box 490
Albany, OR 97321-0144
www.cityofalbany.net

541-917-7500

**CITY MANAGER/
ECONOMIC DEVELOPMENT/
URBAN RENEWAL**
541-917-7500
FA 541-917-7511

FINANCE
Finance/Recorder
541-917-7532
FAX 541-917-7748

Municipal Court
541-917-7740
FAX 541-917-7748

COMMUNITY DEVELOPMENT
Planning
541-917-7550
FAX 541-917-7598

Building Division
541-917-7753
FAX 541-917-7598

FIRE ADMINISTRATION
541-917-7700
FAX 541-917-7716

HUMAN RESOURCES
541-917-7515
FAX 541-704-2324

INFORMATION TECHNOLOGY
223 Third Avenue SW
541-917-7599
FAX 541-791-0075

PUBLIC WORKS
Engineering
541-917-7676
FAX 541-917-7573

Water/Sewer Billing
541-917-7547
FAX 541-917-7794

Operations
310 Waverly Drive NE
Albany, OR 97321
541-917-7600
FAX 541-917-7615

Call-A-Ride
112 Tenth Avenue SW
Albany, OR 97321
541-917-7770
Fax 541-812-2571
TDD 541-917-7762

Transit
112 Tenth Avenue SW
Albany, OR 97321
541-917-7667
Fax 541-812-2571

Dear Sir/Madam:

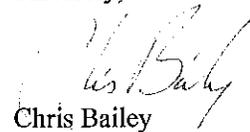
REFERENCE FOR TONY HANN AND INFINITE AIR CENTER

The City of Albany has contracted with Tony Hann as the Albany Municipal Airport Fixed Base Operator since February of this year. Tony approached the City with a proposal to establish his FBO business at our airport which did not have an FBO at the time. He provided a business plan to start his business, increase the services he would offer over time, and also promote and support the Albany Airport within the general aviation community.

It has been great working with Tony. He is reasonable in his requests of City staff and brings helpful thoughts and suggestions to improve the airport facilities for tenants and visitors. He has been forthright with City staff and the Airport Advisory Commission about his goals and expectations. It appears that Tony has been able to generate increasing business over the past few months and has earned a reputation as a fair businessman on the airfield. Starting an FBO as a new tenant on the field is not without uncertainty, but Tony's personality and work ethic have won over the local pilots.

Although he has been in Albany less than a year, we have every expectation that he will continue to add services to his business that will improve the Airport and attract additional visitors to Albany. If you have any further questions, you may contact me at 541-917-7629.

Sincerely,


Chris Bailey

Interim Director of Public Works Operations

CB:prj



August 26, 2015

City of McMinnville
Re: Letter of Reference

To whom it may concern,

Infinite Air Center has been a customer of EPIC Aviation's since February of this year. Tony Hann took over the fuel operation from the City of Albany and has transformed the FBO and pilot experience in a very short amount of time.

Tony's endeavor is to meet the needs of the general aviation pilot and he has gone well beyond that since he took over at Albany.

EPIC would support Tony and Infinite Air Center's success if he was chosen to manage the new operation at the McMinnville Airport. EPIC is celebrating our 75th year of operation with offices in Salem and Irving TX.

Some of the key areas that EPIC would support Infinite Air Center are:

- Fuel Supply
- Customer Service Training
- Fuel Quality Control Training
- Risk Management and Excess Third Party Liability Insurance
- Web based Point of Sale credit card processing

I am the Regional Manager and live in Keizer and would utilize my 30 years of aviation experience to bolster any area that Tony needs support in.

Kind Regards,

Greg Miller
Regional Manager
503-269-0777
gmiller@epicaviationllc.com

Proposer's Declaration

PROPOSER UNDERSTANDS, AGREES, AND WARRANTS:

- a. That Proposer has carefully read and fully understands that the information provided by the City was provided for general informational purposes only.
- b. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c. That Proposer's information must be submitted with the proposal and is attached hereto.
- d. That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 5:00 PM, local time, on the date that the proposal is due but may not be withdrawn for a period of 120 days after such date.
- e. That all information contained in the proposal is true and correct to the best of Proposer's knowledge and belief.
- f. That Proposer did not, in any way, collude, conspire, or agree directly or indirectly with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.
- g. That Proposer did not receive unauthorized information from, nor initiate contact with, the McMinnville City Council, Airport Advisory Committee, the Airport Staff, the Airport Legal Counsel, or the Airport Consultant(s) during the proposal period except as provided for in the Request for Proposals proposal package.
- h. That no officer or employee of the City of McMinnville or other affiliated City officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service.
- i. That the City reserves the right to reject any and all proposals and to negotiate fees, terms, and provisions which, in the County's sole opinion, is in the best interest of the City of McMinnville.

- j. That by submission of this Proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

Acknowledged and Accepted By:  _____

Title: Operations Manager

Print Name: Tony Hann

Date: 9-2-2015

Submit this sheet with your proposal.

ADDENDA:

By signing and submitting this Proposal to the City, proposer represents that it has examined and carefully studied the RFP Documents, and other data identified in the RFP Documents, and the following Addenda, receipt of which is hereby acknowledged:

<i>ADDENDUM NO.</i>	<i>ADDENDUM DATE</i>
# 1	8/24/2015



FIXED BASED OPERATOR McMinnville Airport

REQUEST FOR PROPOSAL



**RFP Due
August 28th,
2015 5:00 pm**

SUBMIT PROPOSALS TO:

**Community Development Center
City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128**

**Refer Questions To
Rich Spofford
PHONE (503) 434-7312**

RFP Issue Date: August 3rd, 2015



Requests for Proposals:

Fixed Base Operator McMinnville OR Airport

August 3rd, 2015

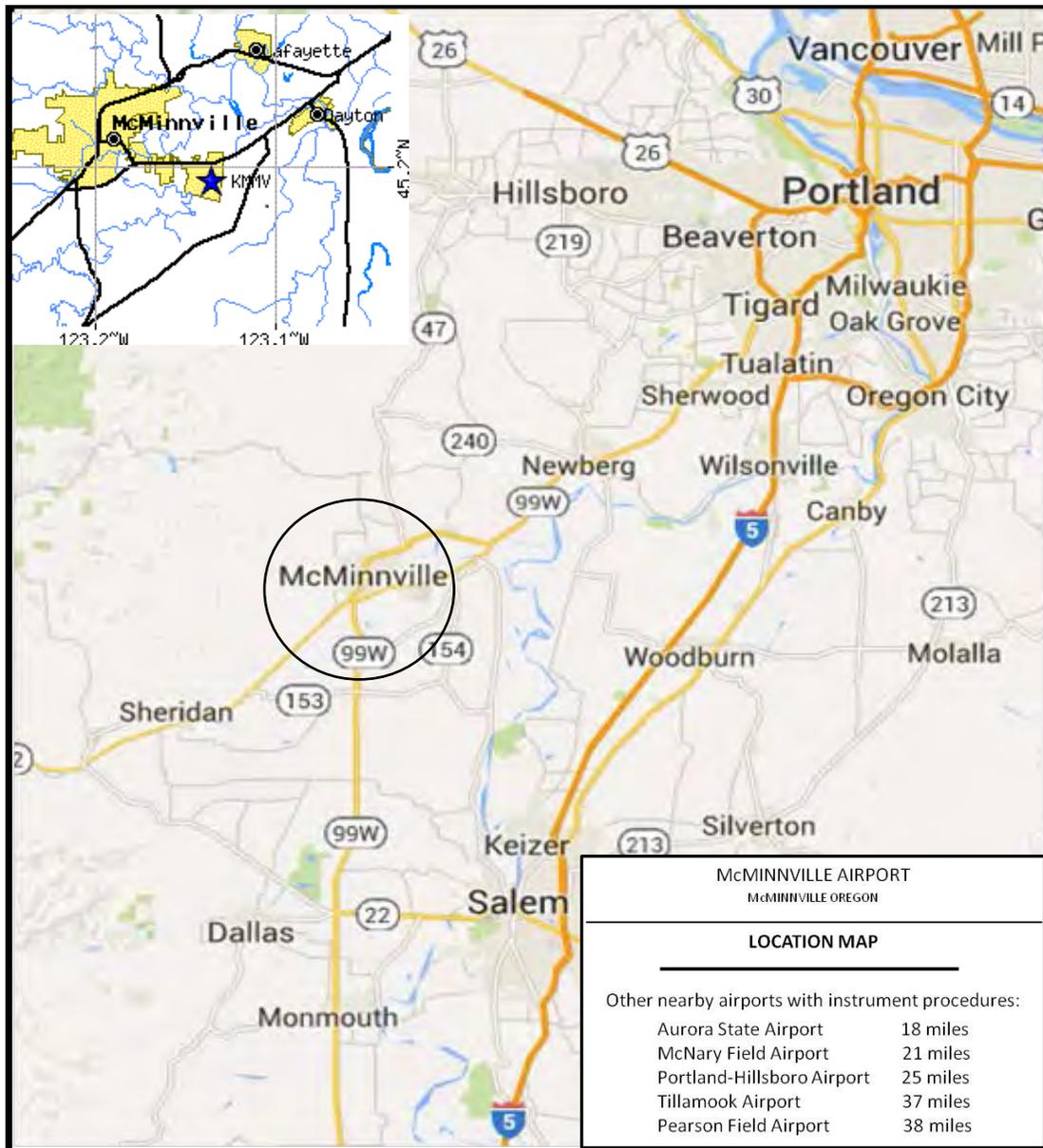


**Request for Proposals
Fixed Base Operator**

McMinnville Municipal Airport, Oregon

The City of McMinnville is soliciting competitive sealed proposals from qualified Fixed Base Operators (“FBOs”) or other aviation Commercial Service Operators (hereinafter collectively referred to as “Operator”) to lease, manage, operate, maintain, develop and promote aviation commercial operations and development at the McMinnville Municipal Airport (“MMV” or “Airport”) located approximately 35 miles southwest of Portland.

Figure 1 - Location Map



McMinnville Municipal Airport FBO Needs

The City of McMinnville owns and operates the Airport. Currently, Cirrus Aviation, provides aircraft parts and rentals, flight instruction, aircraft maintenance, and fuel (100LL and Jet A) utilizing City-owned facilities through a contract terminating June 30th 2016. The City wishes to maximize the financial viability, success and potential growth of the Airport by securing a new contract with a private sector entity for expanded capabilities including not only the aforementioned services currently provided but also airport management and economic development planning. In addition to the existing City-owned facility used for the FBO, a number of additional sites are available for review. The selected operator will have the right to lease certain real property and use the leased premises for the purposes of operating the proposed business.

About McMinnville Municipal Airport

The McMinnville Municipal Airport is located on a 650 acre site approximately three miles east of McMinnville, Oregon. Local airport activity includes business and general aviation users, commercial glider operations and visitors to the local community and surrounding area. The development of the Yamhill County's wine industry has significantly increased local tourism, which in turn contributed to increased use of the airport as a business transportation facility.

Figure 2 - Airport Layout



The Airport has two paved runways - Runway 4/22 and runway 17/35. Runway 4/22 is served by a full-length parallel taxiway with an access taxiway to the end of Runway 35. Runway 4/22 has high intensity runway edge lighting (HIRL), lighted distance remaining signs and precision instrument runway markings. Runway 17/35 is unlighted and has basic (visual) markings. Runway 4/22 has a pavement strength rating of 40,000 pounds for single wheel landing gear, 50,000 pounds for dual wheel landing gear and 80,000 pounds for aircraft with dual tandem landing gear. Runway 22 is equipped with an instrument landing system (ILS) and a medium intensity approach light system (MALSL). Runway 4 is equipped with runway end identifier lights (REIL). Precision approach path indicators (PAPI) are located on both ends of Runway 4/22.

Aircraft Fuel Data

Fuel delivery data indicates current and recent volumes of jet fuel (Jet A) are higher than recorded in the 1998 to 2002 period (annual levels ranging from 38,000 to 82,000 gallons). Despite the end of Evergreen Aviation operations at Airport in 2014, the Jet A volume in the first half of 2014 (100,713 gallons) nearly equaled the total volume for all of 2013 (112,980). Overall jet fuel use appears to be trending upward, suggesting a relatively broad customer base for both fuel sales and transient turbine aircraft operations.

Instrument operations data

An evaluation of instrument flight plan data was conducted for calendar years 2007 and 2014 to capture both current and pre-recession flight activity levels. The current/recent instrument activity at the airport (1,695 and 1,420 annual instrument operations) appears to be tracking relatively closely to the 2004 ALP forecast assumptions over the 20-year planning period in terms of actual instrument activity (450 to 700 annual instrument approaches). Table 1 summarizes the activity by Airport Reference Code (ARC). Table 2 provides a detailed breakdown by aircraft type and weight.

TABLE 1: GENERAL AVIATION INSTRUMENT OPERATIONS – (MMV) - 2007/2014

ARC	Representative Aircraft	2007	2014 ¹
A-I	Cessna 182/Beechcraft Baron 55/TBM700	690	732
B-I	Beechcraft Baron 58/Beechcraft King Air 90/Cessna Citation (CJ1)	244	318
C-I	Hawker HS125, Learjet 31	25	2
D-I	Learjet 35	110	7
A-II	Cessna Caravan/Pilatus PC12/Beech 18	38	59
B-II	Cessna Citation Bravo/Beechcraft King Air 200/Falcon 50	94	188
C-II	Bombardier Challenger (CL600)	60	92
D-II	Gulfstream 500	64	12
A-III	Douglas DC-3	3	0
B-III	ATR 42/ATR 72/Dash 8/Metro IV	0	28
C-IV	Lockheed C130	1	0
--	Blocked (assumed to be 70% B-I/II Jet and 30% C-I/II and D-I/II Jet)	64	136
--	Helicopter	27	121
	Total GA Instrument Operations	1,420	1,695

Source: FlightAware. 1. 12 months ending November 5, 2014

TABLE 2: INSTRUMENT OPERATIONS BY AC TYPE – MMV 2007/2014

ARC	Representative Aircraft	MGTW	Landing Gear	2007	2014 ¹
Approach Category A & B Aircraft 12,500 lbs. or Less					
A-I Piston Single (≤12,500#)	Cessna 182	2,950	SW	628	562
A-I/B-I Piston Multi (≤12,500#)	Raytheon/Beechcraft Baron 58	5,500	SW	215	199
A-II Piston Multi (<12,500#)	Beechcraft E18	9,300	SW	2	0
A-I Turboprop (≤12,500#)	Socata TBM-800	7,395	SW	10	16
A-II Turboprop (≤12,500#)	Pilatus PC-12	10,450	SW	38	61
B-I Turboprop (≤12,500#)	Raytheon/Beechcraft King Air 100	11,800	SW	47	162
B-II Turboprop (≤12,500#)	Raytheon/Beechcraft King Air 200	12,500	DW	12	34
B-I Jet (≤12,500#)	Cessna Citation CJ2	12,500	SW	8	97
Approach Category A & B Aircraft > Than 12,500 lbs.					
B-II Turboprop (>12,500#)	Raytheon/Beechcraft King Air 350	15,000	DW	20	9
B-I Jet (>12,500#)	Raytheon/Beechcraft 400A	16,100	DW	26	14
B-II Jet (>12,500#)	Cessna Citation Excel (CE560)	20,200	SW	60	143
A-III Piston (>12,500#)	Douglas DC-3	25,200	SW	3	0
B-III /Turboprop (>12,500#)	ATR 42/ATR 72/Dash 8/Metro IV	16,000- 50,265	DW	0	28
Blocked (B-II Jet >12,500#)	Cessna Citation Bravo (CE550)	13,500	SW	45	95
Subtotal - Large A & B				154	289
Approach Category C & D Aircraft > Than 12,500 lbs.					
C-I Jet (>12,500#)	Learjet 60	23,500	DW	25	2
C-II Jet (>12,500#)	Canadair Challenger 600	43,100	DW	60	92
D-I Jet (>12,500#)	Learjet 35	18,300	DW	110	7
D-II (Jet >12,500#)	Gulfstream 500	85,100	DW	64	12
C-IV Turboprop (>12,500#)	Lockheed C130	155,000	DW	1	0
Blocked (C-I Jet) (>12,500#)	Learjet 60	23,500	DW	2	4
Blocked (C-II Jet) (>12,500#)	Canadair Challenger 600	43,100	DW	4	9
Blocked (D-I Jet) (>12,500#)	Learjet 35	18,300	DW	8	18
Blocked (D-II Jet) (>12,500#)	Gulfstream 500	85,100	DW	5	10
Subtotal - Large C & D				279	154
Subtotal – All Large (A-D)				433	443
Helicopter				27	121
Total GA Instrument Operations				1,420	1,695

Activity Projections**TABLE 3: PROJECTED LARGE AIRPLANE OPERATIONS – (MMV)**

	2014	2015	2020	2025	2030	2035
Total Operations (TAF)	65,348	66,295	71,235	76,546	82,265	88,414
Fixed Wing Turbine Aircraft >12,500# Operations (IFR) (95%)	443	449	483	519	558	599
Fixed Wing Turbine Aircraft >12,500# Operations (VFR) (5%)	23	24	25	27	29	31
Total Fixed Wing Turbine Aircraft >12,500# Operations	466	473	508	546	587	630

Overall Airport Operations: 2014 FAA Terminal Area Forecast (TAF)

Fixed Wing Turbine Operations Activity: Derived from 2014 FlightAware Instrument Flight Activity

FAA Terminal Area Forecast (TAF)

The FAA's 2014 TAF forecast update projects based aircraft to increase from 124 to 180 (+45%) between 2012 and 2040 (1.34 % AAGR). Annual aircraft operations are projected to increase from 63,500 to 95,033 (1.45 % AAGR) during the same period. Table 4 summarizes the FAA TAF. The TAF based aircraft projection for 2013 and the annual operations total for 2012 are presented on the current FAA Master Airport Record Form (5010), dated 12 months ending 6/14/12.

- Based Aircraft: 126
- Aircraft Operations: 63,500

TABLE 4: 2014 FAA TAF FORECAST SUMMARY

	2012	2015	2020	2025	2030	2035
Based Aircraft						
Single Engine	84	89	98	108	118	128
Multi-Engine	10	10	10	10	10	10
Jet	4	4	4	4	4	4
Helicopter	11	11	12	13	13	13
Other	15	15	15	15	15	15
Based Aircraft	124	129	139	150	160	170
Aircraft Operations						
Itinerant						
General Aviation	40,000	41,804	44,987	48,415	52,101	56,063
Air Taxi & Commercial	0	0	0	0	0	0
Military	1,500	1,500	1,500	1,500	1,500	1,500
Local (All GA)	22,000	22,991	24,748	26,631	28,644	30,851
Total Operations	63,500	66,295	71,235	76,546	82,265	88,414
Average Operations per Based Aircraft	512	514	513	510	514	520

Future Construction

The City has secured \$7.8 million for a total refurbishment of Runway 4/22 scheduled for the latter half of 2016 with completion expected by the end of the year. Runway 17/35 will remain open. Other projects under consideration are listed in the airport's five year Capital Improvement Plan which is available upon request.

FBO Facilities

MMV has both aviation gasoline (AVGAS) and jet fuel available for sale. The airport has two City-owned 12,000-gallon aboveground tanks--one each for jet fuel (Jet A) and 100LL aviation gasoline (AVGAS). The FBO owns a 1,500-gallon truck for Jet Fuel and a 1,250-gallon truck for AVGAS. The tanks and fueling facilities are located near the northwest corner of the terminal apron.

The FBO currently conducts operations out of a former military barracks that was imported from Camp Adair in 1946. As a result of 62 years of growth and the changing face of McMinnville, the current FBO building has become outdated and is in need of replacement. The FBO building houses office space, a pilot waiting area and restrooms but is considered too small to effectively serve as a terminal building. In addition, there are two Quonset style hangars dating back to the 1940s. The front section of the west Quonset hangar includes two floors of finished interior space. The other hangars in the immediate terminal area were constructed in the 1950s or 1960s. The west T-hangar area was initially constructed in the 1970s with one 12-unit T-hangar and has been gradually expanded to its current capacity.

Proposers to the RFP are encouraged to submit proposals reflecting either updates to the current FBO facilities or the development of a new FBO building for which several sites are available on the Airport (see Figure 3). Ultimately, the City is interested in providing first-class FBO facilities and operations at the Airport and encourages innovative submissions that include investment and the promotion of air transportation as well as economic development at the Airport.

Should FBO operations need to be temporarily relocated to allow construction, facilities exist that can accommodate satellite operations out of an existing facility. It is highly desirable that any construction take place in conjunction with reduced operations during Runway 4/22 reconstruction.

Hangar and Miscellaneous Facilities

Part of any proposal should include management and minor maintenance of the following City owned facilities.

Common Name	Building	Existing Use
HANGAR G100-G109	T-Hangar "Golf" (9-units) (west hangar area)	Aircraft Storage
5 HANGARS City Community C1-C5	T-Hangar "Charlie" (6-units) (west end of Terminal Area)	Aircraft Storage
HANGAR D10-D17	T-Hangar "Alpha" (8-units) (NW corner of Terminal Area)	Aircraft Storage
4 SINGLE HANGARS B1-B4	Conventional Hangars "Bravo" (4 building cluster)	Aircraft Storage
WEST HANGAR	Conventional Hangar (Quonset west end of Apron)	Aircraft Storage/Maintenance
ADMINISTRATION BUILDING (FBO)	Terminal Building	Aircraft Maintenance
EAST HANGAR	Conventional Hangar (Quonset east end of Apron)	Commercial Use; Aircraft Storage
FUEL TANK ABOVE GROUND		
BEACON & WIND TEE		

Figure 3 – FBO Development Sites



Proposal Scope of Work and Submission Criteria

The City of McMinnville, Oregon is soliciting competitive proposals from qualified Fixed Base Operators or other aviation commercial service operators to lease, manage, operate, maintain, develop and promote aviation commercial services and development at McMinnville Municipal Airport, Oregon. Currently, there is one FBO at the Airport operated by Cirrus Aviation. The City's contract with Cirrus Aviation terminates May 2016 and this solicitation is for replacement services following the end of this contract.

The City wishes to maximize the financial viability, success and potential growth of the Airport by securing a new contract with a private sector entity for expanded capabilities including not only the aforementioned services currently provided but also airport management and economic development planning. The City is also interested in receiving proposals that afford first-class FBO services at the Airport through a long-term lease arrangement. The City reserves the right to discontinue or alter this solicitation at any time.

Required Services

THE FBO WILL PROVIDE THE FOLLOWING MINIMUM SERVICES	
Aircraft Fueling (100LL / Jet A)	Catering
Aircraft Servicing (LAV / Oxygen)	Flight Instruction
Aircraft Ramp Services (Towing / Parking Guidance)	Aircraft Rental
GPU Service	Aircraft Storage
Flight Planning Area	On Site Airport Management (airfield maintenance, maintenance and minor repair of City owned assets, public relations, customer relations, FOD checks, FAA Communications, Coordinate and schedule all activities and special events at the Airport)
Comfortable Pilot Lounge	Airport Economic Development and Promotion
Interior Restrooms	Manage Land (including Mowing); Manage leases for Hangars & Tie Down
Public Telephone	FBO services as required by the FAA
Wi-Fi Internet	Maintain and operate the airport and the airport facilities safely and efficiently and in accordance with state and FAA specified conditions and grant assurances
Courtesy Transportation	

Services will be available from 08:00 AM to 5:00 PM 7 days a week

Inherent within economic development and promotion is the development of a strategic business plan which is expected to include an industry overview and market analysis about trends and competition, discussion about products and services and possible future changes, review of the legal and regulatory context, and management policies and procedures used in the conduct of business. This plan should look at a 20-year time horizon, with firmer information for the 10-year horizon.



A. Submission Format*For official and confidential use by the City of McMinnville*

Respondents shall prepare their proposal into the following sections:

- Section 1 – Introduction
- Section 2 – Company Information
- Section 3 – Qualifications
- Section 4 – Proposal
- Section 5 – Rents and Fees
- Section 6 – Declarations

Section 1 – Introduction. Provide a general overview of your company and its interest in providing FBO Services at McMinnville Municipal Airport.

Section 2 – Company Information. Provide specific information regarding your company, including:

Purpose/Instructions: The following information will be used by the City in determining whether or not the identified Proposer has, in the opinion of the City, the financial capability to lease the Lease Parcel.

- Official Company/Entity Name: (hereinafter “Proposer”)
- Mailing Address
- If at this address less than a year, please include prior address
- Primary contact
- Telephone Number
- Email Address
- Social Security Number if a sole proprietorship
- FID if a corporation / partnership / business association or a joint venture / LLC
- Date the organization established
- Registered state of the organization
- Proposer Principals. Names of owners, officers, directors, trustees and principal representatives of the entity. Please include title and mailing address for each.
- If the Proposer is a subsidiary or parent of or affiliated with, any other corporation or corporations, please provide the name and address of the corporation or firm, his or her relationship to the proposer and the common officers / directors / owners / trustees / representatives of the corporation or firm.
- If the Proposer is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal?
- If the Proposer or the parent corporation (if any), or any subsidiary or affiliated corporation of the Proposer or parent corporation, or any of the Proposer’s officers or principal members, shareholders or investors have filed for bankruptcy, either voluntary or involuntary within the past 10 years, provide the name of the individual, the date bankruptcy was filed and the status.
- If the Proposer or the parent corporation (if any), or any subsidiary or affiliated corporation of the Proposer or parent corporation, or any of the Proposer’s officers or principal members, shareholders or investors have defaulted on a loan or other financial obligation please explain the circumstances.
- If the Proposer or the parent corporation (if any), or any subsidiary or affiliated corporation of the Proposer or parent corporation, or any of the Proposer’s officers or principal members, shareholders or investors have been party to any past pending criminal litigation provide the date filed, the name of the court and charge.

- If the Proposer or the parent corporation (if any), or any subsidiary or affiliated corporation of the Proposer or said parent corporation, or any of the Proposer's officers or principal members, shareholders or investors are party to pending civil litigation that could potentially impact the financial capability of the Proposer to complete the proposed development please provide the date filed, the court and the current status of the litigation.
- If any employee of the City of McMinnville has direct or indirect personal interest in the Proposer or in the redevelopment or rehabilitation of the property being proposed by the Proposer, please explain said interest.
- Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, of the Proposer fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of this certified financial statement precedes the date of this submission by more than nine months, also attach an interim balance sheet not more than 60 days old.
- List Insurance claims filed during the last five (5) years
- List any environmental violations and/or claims against proposer(s)
- Attach any additional evidence deemed helpful to demonstrate the Proposer's financial capacity and capability to complete the proposed transaction.

Section 3 – Qualifications and Experience Operating FBOs. Provide a detailed description of qualifications to operate an FBO at McMinnville Municipal Airport. Minimally include:

- Business Plan: The City is committed to fiscal prudence; to doing the right thing for the right reasons; and to delivering high quality projects to its citizens. Given the City's limited staff with an indepth knowledge of airport operations, it is critical the selected firm effectively represent the City and deliver service aligned with the City's values. In light of this, the proposal should illustrate the firm's ability to develop Strategic Business Plans that guide long term success while building a collaborative environment dedicated to integrity and excellence.
- Experience providing FBO services at airports similar to MMV
- Experience in airport operations and management
- Identify a minimum of three (3) references, preferably of airport owners or operators, with which the firm has completed business within the last five (5) years

Section 4 – Proposal. Provide a narrative of up to 50 single-sided 8” x 11” pages describing your overall proposed operation of an FBO at McMinnville Municipal Airport. Any graphics or site plan layouts may be presented on 11” x 17” paper. The narrative must include at a minimum:

- Site Selection and Development
 - Site selection and proposed development, or if existing facilities, improvements thereto
 - Amount, in U.S. dollars, of capital improvements(s) / investment(s) proposed
 - Proposed phasing and implementation schedule
- Facility Management and Operations
 - Financial Management
 - Implementation and Mobilization Plan
 - Marketing and Business Development Plan, including annual budget for the first three (3) years of lease
 - Operations Plan including Flight Operations, Ramp Management, Fueling Operations, Safety Plan and Staff Plan

Section 5 – Rents and Fees. Describe in detail your financial proposal to the City. The minimum term of the agreement will be five (5) years. The maximum term of an agreement, and/or renewals are negotiable and are dependent on the proposed overall capital investment at the Airport. Identify, at a minimum, fees and rents to be paid to the City in the following categories:

- Rent
- Fuel Flowage Fees
- Percentage of Gross Sales
- Minimum Annual Guarantee (MAG) to the City

Section 6 – Declarations and Understandings. Include an originally signed copy of the “Proposer’s Declarations” located at the end of this document.

Section 7 – Proposal Process

A. RFP SCHEDULE

The schedule for the RFP process follows.

August 3rd, 2015 RFP advertisement released

August 21st, 2015 Deadline for questions, requests for clarification and solicitation protests

August 28th, 2015 (5:00pm) Deadline for City responses to questions, requests for clarification and solicitation protests

September 4th, 2015 (5:00pm) Proposals due

September 18th, 2015 (tentative) Notify consultants of results of selection process

September 25th, 2015 (tentative) Deadline for written protest of selection results

October 2nd, 2015 (tentative) City response to protest

October 6th, 2015 (tentative) Airport Commission approval

October 13th, 2015 (tentative) City Council approval

B. PROPOSAL DUE DATE

Proposers shall submit sealed proposals containing one (1) signed, clearly marked, easily reproducible original and four (4) complete copies to:

Rich Spofford

City of McMinnville Community Development Center

231 NE Fifth Street

McMinnville, OR 97128

The sealed proposals are due no later than 5:00 PM September 4th, 2015. Proposals received after the deadline will be rejected and returned unopened. Proposals may be mailed to the City, but must be received by the above stated date and time. Facsimile and electronically transmitted proposals will not be accepted.

C. QUESTIONS AND CLARIFICATION

Questions and requests for clarification regarding this RFP solicitation must be directed in writing (either email or fax is acceptable) to:

Rich Spofford
City of McMinnville Community Development Center
231 NE Fifth Street
McMinnville, OR 97128
Phone: (503) 434-7312
Fax: (503) 474-4955
Email: Rich.Spofford@ci.mcminnville.or.us

The deadline for submitting questions or requests for clarification is seven (7) days prior to the proposal due date. If a substantive clarification is necessary, an addendum will be issued no later than 72 hours prior to the due date to all recorded holders of the RFP solicitation. Note that statements made by the City are not binding upon the City unless confirmed by written addendum.

D. SOLICITATION PROTEST

A proposer who believes the proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a protest, or request to change, in writing. Protests or requests to change any provision of this RFP, including the submittal requirements, evaluation criteria, or contract terms, must be submitted no later than seven (7) days prior to the proposal due date. No protest of the selection of a consultant, or award of a contract, because of a RFP provision, submittal requirements, evaluation criteria, or contract term will be considered after such time.

The protest or request for change shall include:

- The reason for the protest or change;
- The proposed language to address the protest or change; and
- The reason(s) why the proposed language will benefit the City.

The City shall consider the protest or request for change, and may reject the protest or request for change, issue an addendum, or cancel the RFP. Protests or requests for change must be submitted in writing to:

Rich Spofford
City of McMinnville Community Development Center
231 NE Fifth Street
McMinnville, OR 97128
Phone: (503) 434-7312
Fax: (503) 474-4955
Email: Rich.Spofford@ci.mcminnville.or.us

E. PROPOSAL MODIFICATIONS OR WITHDRAWAL

Proposal modifications or erasures made before signing by the authorized representative must be initialed and dated in ink. Once submitted, proposals may be modified in writing before the time

and date set for proposal closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modifications must be submitted in a sealed envelope clearly marked "Proposal Modification", and identifying the proposal title and closing date and time. Proposer may not modify proposal after proposal closing time. Any proposal may be withdrawn at any time before the proposal due date and time by providing a written notification on company letterhead signed by an authorized person. The withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal.

F. CANCELLATION, DELAY OR SUSPENSION OF RFP SOLICITATION; REJECTION OF PROPOSALS

Nothing in this RFP shall restrict or prohibit the City from cancelling, delaying or suspending the RFP solicitation at any time. The City may reject any or all proposals, in whole or in part, if in the best interest of the City, as determined by the City.

G. IRREGULARITIES

The City reserves the right to waive any non-material irregularities or information contained in this RFP, or in any received proposal.

H. PROPOSAL COSTS

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. Execution of a contract is subject to the availability of funds.

I. AVAILABILITY OF RFQ RESPONSES; PROPRIETARY INFORMATION

Per the terms of ORS 279C.107, the City will open the proposals so as to avoid disclosing the contents to competing proposers during the process of negotiation. Proposals will not be available for public review until after the issuance of the Notice of Intent to Award. To the extent possible, the City will withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information submitted to the City in confidence, as described in ORS 192.502, that are contained in the proposal. Proposals must clearly identify such material, keep it separate, and provide separate notice in writing of the status of this material to:

Rich Spofford
City of McMinnville Community Development Center
231 NE Fifth Street
McMinnville, OR 97128
Phone: (503) 434-7312
Fax: (503) 474-4955
Email: Rich.Spofford@ci.mcminnville.or.us

Section 8 - Proposal Evaluation Criteria.

Evaluation of the RFP will be based on a point system where responses to the requests for information will be scored by members of the Evaluation Committee. The possible point values are listed by each evaluation criterion. Results obtained in reference checks may be used to score any relevant evaluation criteria. Reference checks will be limited to information that is listed within the evaluation criteria. The Evaluation Committee may contact Proposers for clarification of proposal responses; however no additions, deletions or substitutions that cannot be termed as clarifications may be made to proposals.

The criteria to be used by the City in evaluating responses to perform the requested services are listed below:

A. Proposer's qualifications	30%
B. FBO management and development experience	20%
C. Proposed Operating Plan including	20%
- Transition Plan	
- FBO Staffing Plan	
- Airport Marketing Plan	
D. Proposed Capital Improvement Plan	20%
E. Revenue to City/Airport	10%

Proposer's Declaration

PROPOSER UNDERSTANDS, AGREES, AND WARRANTS:

- a. That Proposer has carefully read and fully understands that the information provided by the City was provided for general informational purposes only.
- b. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c. That Proposer's information must be submitted with the proposal and is attached hereto.
- d. That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 5:00 PM, local time, on the date that the proposal is due but may not be withdrawn for a period of 120 days after such date.
- e. That all information contained in the proposal is true and correct to the best of Proposer's knowledge and belief.
- f. That Proposer did not, in any way, collude, conspire, or agree directly or indirectly with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.
- g. That Proposer did not receive unauthorized information from, nor initiate contact with, the McMinnville City Council, Airport Advisory Committee, the Airport Staff, the Airport Legal Counsel, or the Airport Consultant(s) during the proposal period except as provided for in the Request for Proposals proposal package.
- h. That no officer or employee of the City of McMinnville or other affiliated City officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service.
- i. That the City reserves the right to reject any and all proposals and to negotiate fees, terms, and provisions which, in the County's sole opinion, is in the best interest of the City of McMinnville.

- j. That by submission of this Proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

Acknowledged and Accepted By: _____

Title: _____

Print Name: _____

Date: _____

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AIRPORT COMMISSION MEETING

Tuesday, November 3, 2015
6:30pm

Agenda Item 5. **FAA LEASE REQUEST**

- Attachment 1: Staff Memo
- Attachment 2: Proposed Lease.

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DATE: October 27, 2015
TO: Airport Commission
FROM: Rich Spofford, Engineering Services Manager
SUBJECT: FAA Lease – Airport Property

Attached for the Commission's review and consideration is a new Lease Agreement with the Federal Aviation Administration (FAA) for 1,173 square feet of office space in what is currently known as the Oregon State Police (OSP) building at 3975 Cirrus Avenue. The FAA has leased this space for many years, and their current 10-year lease for the space expired on September 30, 2015.

Given that the current lease is now 10-years old, it is FAA's policy to negotiate a new lease rather than do an amendment or extension to the current lease. The proposed lease is attached for the Commission's consideration.

This lease agreement and lease terms were negotiated and approved by City Attorney Candace Haines (who has since retired), and the lease is similar to the previous lease, as amended. This term of the new lease is 10 years (October 2015 – September 2025).

The current annual lease amount (as of September 2015) is \$12,087.84, and the FAA has agreed to a lease rate that has 3% annual increases over the term of the lease. That said, FAA prefers to have a set monthly lease amount for the term of the lease because leases with annual cost increases must be approved annually.

Therefore, the total lease amount over the term of the lease (10 years), including 3% annual increases, was calculated. That total amount was divided by the term of the lease (120 months), to set the monthly lease amount (\$1,189.42 per month). Those calculations are summarized in the following table:

Current annual lease amount (as of 9/2015): \$ 12,087.84

Year	3% increase	Annual lease
2016	\$ 362.64	\$ 12,450.48
2017	\$ 373.51	\$ 12,823.99
2018	\$ 384.72	\$ 13,208.71
2019	\$ 396.26	\$ 13,604.97
2020	\$ 408.15	\$ 14,013.12
2021	\$ 420.39	\$ 14,433.51
2022	\$ 433.01	\$ 14,866.52
2023	\$ 446.00	\$ 15,312.52
2024	\$ 459.38	\$ 15,771.90
2025	\$ 473.16	\$ 16,245.06
Total lease amount :		\$ 142,730.78
Term of lease :		120 months
Monthly lease amount :		\$ 1,189.42

RECOMMENDATION: Staff recommends that the Airport Commission, by motion and vote, make a recommendation that the City Council approve the proposed Lease Agreement with the FAA.



U.S. Department
of Transportation

**Federal Aviation
Administration**

SMALL SPACE LEASE FOR REAL PROPERTY

This Lease is entered into by and between The City of McMinnville whose interest in the property hereinafter described is that of Owner, hereby referred to as Lessor and the United States of America, hereinafter referred to as the Government or FAA. The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

1. Terms

- 1.1. DESCRIPTION (7/14) - The Lessor hereby leases to the Government the following described premises located at 3975 Cirrus Ave, McMinnville, OR 97128 including parking.

Approximately 1,173 square feet of which 958 square feet is comprised of common space to include rooms 110, 111 (offices) & 113 (storage room). 215 square feet is the pro rata portion of the common area, as well as access to the automation room from true floor to the top of the plenum for ground wire and RCLR wire access. The Government agrees to coordinate access to such space with the City or any other future Lessee/Tenant of the automation room.

The Lessor shall provide 2 reserved off-street parking spaces at no additional cost to the Government. Compliant accessible parking spaces shall be provided in accordance with the requirements of the Architectural Barriers Act Accessibility Standards (ABAAS) 42 U.S.C 4151 and as set forth in the ABAAS scoping table. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal, as well as the removal of any obstruction that limits FAA access to its designated spaces.

- 1.2. LEASE TERM (1/01) - To have and to hold, for the term commencing on October 1, 2015 and continuing through September 30, 2025 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.
- 1.3. CANCELLATION (8/02) - The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after November 1, 2015 by giving at least 30 days' notice in writing to the Lessor. No rental will accrue after the

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effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

- 1.4. RENTAL (7/14) - Rent in the amount of \$1,189.42 per month will be payable to the Lessor in arrears, without the submission of invoices or vouchers, and subject to available appropriations. The rental payments are due on the first business day following the end of the payment period. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a lesser period will be prorated. Checks will be made payable to: The City of McMinnville at 230 NE 2nd Street, McMinnville, OR 97128.
- 1.5. HOLDOVER (7/14) - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated base, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee, or vacated the premises.
- 1.6. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

2. GENERAL CLAUSES

- 2.1. ACCESSIBILITY (7/14) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the FAA leases space. Separate ABAAS compliant toilet facilities shall not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant toilet facilities, the Lessor shall provide the basis for the determination of technical infeasibility in writing to the Real Estate Contracting Officer, together with all supporting documentation.

Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. No fewer than two drinking fountains shall be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons

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requirements, unless sufficient space is not available to provide both a wheelchair unit and a standing persons unit. In such instance, and subject to the approval of the Real Estate Contracting Officer, a single unit able to accommodate both disabled and non-disabled persons shall be provided.

- 2.2. **CONTRACT DISPUTES (11/03)** - All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration, 800 Independence Avenue, S.W., Room
323, Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

- 2.3. **MAINTENANCE OF THE PREMISES (10/96)** - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.
- 2.4. **FAILURE IN PERFORMANCE (10/96)** - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.
- 2.5. **NO WAIVER (10/96)** - No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
- 2.6. **NON-RESTORATION (10/96)** - The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed

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that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

- 2.7. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
- 2.8. **DELIVERY AND CONDITION (10/96)** - Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is ready to occupy.
- 2.8.1. **OCCUPANCY PERMIT (7/14)** - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officer's discretion.
- 2.9. **HOLD HARMLESS (10/96)** - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
- 2.10. **CLAUSES INCLUDED BY REFERENCE (7/14)** - This Lease incorporate one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.
- a. **DEFAULT BY LESSOR (10/96)**
 - b. **COMPLIANCE WITH APPLICABLE LAWS (10/96)**
 - c. **OFFICIALS NOT TO BENEFIT (10/96)**
 - d. **COVENANT AGAINST CONTINGENT FEES (8/02)**
 - e. **ANTI-KICKBACK (10/96)**
 - f. **EXAMINATION OF RECORDS (10/96)**
 - g. **ASSIGNMENT OF CLAIMS (10/96)**
 - h. **SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (1/14)**
 - i. **SUBLEASE (10/96)**
 - j. **INTEGRATED AGREEMENT (10/96)**

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- k. EQUAL OPPORTUNITY (10/96)
- l. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
- m. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
- n. UNAUTHORIZED NEGOTIATING (10/96)

3. FINANCIAL CLAUSES

- 3.1. SYSTEM FOR AWARD MANAGEMENT (7/14) - The System for Award Management (SAM) system the FAA's required method to receive vendor information. However you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.
- 3.2. CLAUSES INCLUDED BY REFERENCE (7/14) - This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.
 - a. ELECTRONIC FUNDS TRANSFER (EFT) (7/14)

4. DESIGN AND CONSTRUCTION CLAUSES

- 4.1. CONSTRUCTION COORDINATION (8/02) - A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO, the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.
- 4.2. INSPECTION (10/96) - The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.
- 4.3. WARRANTY OF SPACE (4/12)
 - a. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, which space is not limited to that set forth in paragraph A.1 of this Lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the

- leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The Real Estate Contracting Officer shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.
- b. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances during the time of this lease. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are required to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.
- c. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances during the time of this lease. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are required to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.
1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
 2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

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- 4.4. **DOORS (4/12)** - Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The FAA shall provide cores.
- 4.5. **LIGHTING (4/12)** - Modern, diffused, energy efficient fluorescent fixtures shall be provided at working surfaces that maintain a uniform lighting level of 50 foot candles. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.
- 4.6. **ADHESIVES AND SEALANTS (1/12)** - The Lessor shall use adhesives and sealants that contain no formaldehyde or heavy metals.

5. SERVICE, UTILITIES, AND MAINTENANCE

- 5.1. **SERVICE, UTILITIES AND MAINTENANCE OF PREMISES** - The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenable condition. The Lessor shall provide the following:
- a. Services, utilities, and maintenance will be provided daily, extending from 6 a.m. to 6 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
 - b. Water (hot and cold) and sewer to leased premises.

UTILITIES NOT PROVIDED BY THE LESSOR - In accordance with Intergovernmental Agreement OSP IGA #109-2010, FAA Agreement DTFAWN-13-A-00005, the FAA will reimburse the Oregon State Police for its share of utility costs specified in Paragraph 4.1 of the above mentioned agreement. Utilities excluded from this lease include water, sewer, electrical usage, gas, trash removal, janitorial services, annual fire extinguisher inspections, building and grounds maintenance, and any other costs associated with maintaining the building.

- 5.2. **HVAC (4/14)** - All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures. For purposes of this paragraph, compliance with ASHRAE standard ANSI/ ANSI/ASHRAE 62-1999 -

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Ventilation for Acceptable Indoor Air Quality, will meet FAA's requirements for indoor air quality.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the Lease, the Lessor agrees to service the roof and/or ground mounted HVAC units (check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements) every 60 days. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges (refer to section B4), checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance. Electrical power to the premises for the operation of lights, communications equipment, and office machines.

5.3. CLAUSES INCLUDED BY REFERENCE (7/14) - This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

a. PEST CONTROL (4/12)

6. FIRE PREVENTION AND SAFETY

6.1. FACILITY SECURITY (4/12) - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: None

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

6.2. CLAUSES INCLUDED BY REFERENCE (7/14) - This Lease incorporate one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- a. OSHA REQUIREMENTS (10/96)
- b. EOSH REQUIREMENTS (4/12)
- c. FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS (4/12)
- d. ELECTRICAL SAFETY (4/12)
- e. LESSOR PERSONNEL SUITABILITY REQUIREMENTS (7/14)

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7. ENVIRONMENTAL CLAUSES

7.1. INDOOR AIR QUALITY (4/12) - The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

7.2. CLAUSES INCLUDED BY REFERENCE (7/14) - This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- a. GENERAL HEALTH AND SAFETY STANDARDS (8/02)
- b. HAZARDOUS MATERIALS (4/12)
- c. HALON (4/12)
- d. RADON (10/96)
- e. REFRIGERANTS (8/02)

8. ADDITIONAL CLAUSES

General Clauses

8.1. EXCUSABLE DELAYS (7/14) –

- a. The Lessor shall not be in default because of any failure to perform this lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each

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instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor. 'Default' includes failure to make progress in the work so as to endanger performance.

- b. The Real Estate Contracting Officer shall ascertain the facts and extent of the failure. If the Real Estate Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

8.2. ADJUSTMENT FOR VACANT PREMISES (10/96) - If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

Financial Clauses

8.3. CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (7/14)

- a. Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Fund Transfer.

- b. Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database. DUNS OR DUNS+4 NUMBER:
- c. If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to

obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "System for Award Management-Real Property".

Design and Construction Clauses

- 8.4. CEILINGS (10/96) - Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.
- 8.5. ERECTION OF SIGNS (10/96) - The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.
- 8.6. WINDOW AND FLOOR COVERING (4/12) - All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the FAA. Existing floor and window coverings may be accepted at the discretion of the RECO however; prior to occupancy all carpeting and window coverings shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every five (5) years during FAA occupancy or any time during the lease when:

- Backing or underlayment is exposed,
- There are noticeable variations in surface color or texture, and/or
- The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the FAA's systems furniture if directed by the FAA

- 8.7. WIRING FOR TELEPHONES (10/96) - The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government's.
- 8.8. INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (4/12) - The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
- 8.9. PAINTING (4/12) - Prior to occupancy, all surfaces must be newly painted with non-lead based paints in colors acceptable to the FAA. All surfaces must be repainted after working hours at Lessor's expense at least once every five (5) years. Such repainting

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includes the moving and returning of the furniture, including dismantling, moving and re-assembling the FAA's systems furniture, if directed by the FAA, at the Lessor's expense. Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it shall be sampled for lead. If containing lead, it shall be abated by the lessor prior to occupancy in accordance with the current USEPA regulation.

Service, Utilities, and Maintenance

8.10. MAINTENANCE OF GROUND AND WALKWAY (7/14) - The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the Government's hours set forth in 4.1.

8.11. LANDSCAPING (1/12)

- a. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- b. Landscape management practices shall prevent or minimize pollution by:
 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 3. Composting/recycling all yard waste.
- c. The Lessor shall use landscaping products with recycled content that meets the requirements as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, WWW.EPA.GOV/CPG.
- d. The RECO shall approve the landscaping to be provided in writing.

Fire Prevention and Safety Clause

8.12. SEISMIC SAFETY FOR EQUIPMENT (4/12) - The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

9. CLOSING

9.1. NOTICES - All notices/correspondence shall be in writing, reference the Lease number, and addressed as follows:

TO THE LESSOR:
Community Development Director
231 NE Fifth Street
McMinnville, OR 97128

TO THE FEDERAL AVIATION ADMINISTRATION
ATTN: Real Estate, ALO-820
1601 Lind Ave SW
Renton, WA 98057

9.2. ATTACHMENTS: None

IN WITNESS WHEREOF, the parties hereto have signed their names.

LESSOR:

BY _____

Signature

Title

Date

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

BY _____

Signature

Contracting Officer

Title

Date