City Council Meeting
April 15, 2024 - 7:00 PM
City Hall Council Chambers
AGENDA
Watch the meeting LIVE!

Watch the meeting video
Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

II. LAND ACKNOWLEDGMENT

We would like to acknowledge the Federally Recognized Muckleshoot Indian Tribe, the ancestral keepers of the land we are gathered on today. We thank them for their immense contributions to our state and local history, culture, economy, and identity as Washingtonians.

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn City Council Meeting scheduled for Monday April 15, 2024 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To view the meeting virtually please click the below link, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

https://www.youtube.com/user/watchauburn/live/?nomobile=1

To listen to the meeting by phone or Zoom, please call the below number or click the link:

Telephone: 253 215 8782
Toll Free: 877 853 5257
Zoom: https://us06web.zoom.us/j/84240185091

A. **Pledge of Allegiance**

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Legislative Update

Senator Claudia Kauffman to provide City Council an End of Session Legislative Update

B. Arbor Day

Mayor Backus to proclaim April 17, 2024 as "Arbor Day" in the City of Auburn

C. Earth Day

Mayor Backus to proclaim April 22, 2024 as "Earth Day" and Clean Sweep in the City of Auburn

D. National Public Safety Telecommunicators Week

Mayor Backus to proclaim April 14, 2024 to April 20, 2024 as "National Public Safety Telecommunicators Week" in the City of Auburn

VI. AGENDA MODIFICATIONS

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

Participants can submit written comments via mail, fax, or email. All written comments must be received prior to 5:00 p.m. on the day of the scheduled meeting and must be 350 words or less.

Please mail written comments to:
City of Auburn
Attn: Shawn Campbell, City Clerk
25 W Main St
Auburn, WA 98001

Please fax written comments to:
Attn: Shawn Campbell, City Clerk
Fax number: 253-804-3116

Email written comments to:
publiccomment@auburnwa.gov

If an individual requires an accommodation to allow for remote oral comment because of a difficulty attending a meeting of the governing body, the City requests notice of the need for accommodation by 5:00 p.m. on the day of the scheduled meeting. Participants can request an accommodation to be able to provide remote oral comment by contacting the City Clerk's Office in person, by phone (253) 931-3039, or email to publiccomment@auburnwa.gov

B. Correspondence - (There is no correspondence for Council review.)

VIII. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Baldwin)

IX. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. Minutes of the April 1, 2024, Special City Council Meeting

B. Minutes of the April 1, 2024, Regular City Council Meeting

C. Minutes of the April 8, 2024, Study Session Meeting

D. Claims Vouchers (Thomas)

Claims voucher list dated April 10, 2024 which includes voucher number 475527 through 475663, in the amount of $3,795,204.22, ten electronic fund transfers in the amount of $3,734.41, and three wire transfers in the amount of $935,638.91

E. Payroll Voucher (Thomas)

Payroll check numbers 539580 through 539583 in the amount of $81,731.55, electronic deposit transmissions in the amount of $2,760,139.43, for a grand total of $2,841,870.98 for the period covering March 28, 2024 to April 10, 2024

F. Setting the date for Public Hearing for Fatbeam, LLC Franchise Agreement

City Council to set the date for Public Hearing for Franchise Agreement No. FRN23-0005 for Fatbeam, LLC

(RECOMMENDED ACTION: Move to approve the Consent Agenda.)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. ORDINANCES

A. Ordinance No. 6937 (Thomas)

An Ordinance amending the City's 2023-2024 Biennial Operating and Capital Budgets

(RECOMMENDED ACTION: Move to approve Ordinance No. 6937.)

B. Ordinance No. 6939 (Gaub)

An Ordinance granting to Ziply Fiber Pacific, LLC DBA Ziply Fiber, a Delaware Limited Liability Company, a Franchise for Wireline Telecommunications

(RECOMMENDED ACTION: Move to approve Ordinance No. 6939.)

C. Ordinance No. 6940 (Gaub)

An Ordinance amending Section 5.20.230 of the Auburn City Code related to the regulation of Vehicle For Hire Businesses in the City

(RECOMMENDED ACTION: Move to approve Ordinance No. 6940.)

XIII. RESOLUTIONS

A. Resolution No. 5762 (Gaub)

A Resolution authorizing the Mayor to enter into an interlocal agreement with King County for King County to continue regulating For-Hire Vehicles in the City of Auburn

(RECOMMENDED ACTION: Move to adopt Resolution No. 5762.)

B. Resolution No. 5765 (Gaub)

A Resolution authorizing the Mayor to apply for and if awarded accept and administer grants from the Federal Aviation Administration and the Washington State Department of Transportation for the AWOS, Beacon, & Emergency Generator Project

(RECOMMENDED ACTION: Move to adopt Resolution No. 5765.)

XIV. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XV. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (http://www.auburnwa.gov), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the April 1, 2024, Special City Council Meeting

Date:
April 8, 2024

Department:
City Council

Attachments:
04-01-2024 Special Meeting Minutes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: April 15, 2024

Item Number: CA.A

Special City Council Meeting
April 1, 2024 - 6:30 PM
City Hall Council Chambers
MINUTES

I. CALL TO ORDER

Mayor Nancy Backus called the meeting to order at 6:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGEMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Mayor Backus led those in attendance in the Pledge of Allegiance.

IV. ROLL CALL

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Councilmember Yolonda Trout-Manuel was excused.

Mayor Nancy Backus and the following staff members present included: Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Utilities Engineering Manager Ryan Vondrak, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

V. DISCUSSION ITEMS

A. Briefing - Utility Plans (Gaub) (30 Minutes)

Manager Vondrak provided Council with a presentation on the 2024 Sewer, Storm, and Water Comprehensive Plans. He reviewed the updates to each Plan chapter by chapter, and reviewed the next steps for the 2024 Sewer, Storm, and Water Plans.

Council discussed guidance from the County or State regarding weather events, and modeling of severe weather events.

VI. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 6:54 p.m.

APPROVED this 15th day of April 2024.

_____ _____

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the April 1, 2024, Regular City Council Meeting

Date:
April 8, 2024

Department:
City Council

Attachments:
04-01-2024 Regular Meeting Minutes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: April 15, 2024

Item Number: CA.B

CITY OF AUBURN WASHINGTON	**City Council Meeting** **April 1, 2024 - 7:00 PM** **City Hall Council Chambers** **MINUTES** **Watch the meeting LIVE!** **Watch the meeting video** Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

Mayor Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street.

II. LAND ACKNOWLEDGMENT

III. PUBLIC PARTICIPATION

1. Public Participation

The City Council Meeting was held in person and virtually.

A. Pledge of Allegiance

Mayor Backus led those in attendance in the Pledge of Allegiance.

IV. Roll Call

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, and Tracy Taylor. Councilmember Yolonda Trout-Manuel was excused.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Utilities Engineering Manager Ryan Vondrak, Acting Director of Community Development Jason Krum, Director of Special Projects Jeff Tate, Director of Human Services Kent Hay, Business Systems Analyst Chrissy Malave, and City Clerk Shawn Campbell.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Sexual Assault Awareness Month

Mayor Backus proclaimed April 2024 as "Sexual Assault Awareness Month" in the City of Auburn.

Legal Advocate Raquel Rodriguez with King County Sexual Assault Resource Center accepted the proclamation. She thanked the Mayor and

Council for their support, provided statics regarding sexual assault, and encouraged survivors to seek help.

B. Sikh Heritage Month

Mayor Backus proclaimed April 2024 as "Sikh Heritage Month" in the City of Auburn.

VI. AGENDA MODIFICATIONS

The proclamation for National Public Safety Telecommunicators Week was removed from the agenda.

VII. CITIZEN INPUT, PUBLIC HEARINGS AND CORRESPONDENCE

A. Public Hearings

1. Public Hearing for Ziply Fiber Pacific, LLC Franchise Agreement No. FRN23-0003

   City Council to hold a Public Hearing to Consider Franchise Agreement No. FRN23-0003 for Ziply Fiber Pacific, LLC

   Mayor Backus opened the Public Hearing at 7:09 pm.

   Virginia Haugen, Auburn WA
   Virginia spoke about the importance of fiber optics.

   Mayor Backus closed the Public Hearing at 7:10 pm.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue.

1. The public can participate in-person or submit written comments in advance.

   Linda Redman, Auburn
   Linda spoke about God and freedom of choice.

   Virginia Haugen, Auburn
   Virginia spoke about the need for better roads, and the Mayor and Council's attendance to the National League of Cities Conference.

C. Correspondence

There was no correspondence for Council to review.

VIII. COUNCIL AD HOC COMMITTEE REPORTS

Council Ad Hoc Committee Chairs may report on the status of their ad hoc Council Committees' progress on assigned tasks and may give their recommendation to the City Council, if any.

1. Finance Ad Hoc Committee (Chair Baldwin)

Councilmember Baldwin, Chair of the Finance Ad Hoc Committee, reported she and Councilmember Amer reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

IX. CONSENT AGENDA

All matters listed on the Consent Agenda are considered by the City Council to be routine and will be enacted by one motion in the form listed.

A. Minutes of the March 18, and 22, 2024, Special City Council Meetings

B. Minutes of the March 25, 2024, Study Session Meeting

C. Claims Vouchers (Thomas)

Claims voucher list dated March 27, 2024 which includes voucher number 475363 through 475526, in the amount of $1,847,661.98, nine electronic fund transfers in the amount of $5,513.87, and five wire transfers in the amount of $875,711.94

D. Payroll Voucher (Thomas)

Payroll check numbers 539577 through 539579 in the amount of $633,698.16, electronic deposit transmissions in the amount of $2,731,081.81, for a grand total of $3,364,779.97 for the period covering March 14, 2024 to March 27, 2024

Deputy Mayor Brown moved and Councilmember Rakes seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 6-0

X. UNFINISHED BUSINESS

There was no unfinished business.

XI. NEW BUSINESS

There was no new business.

XII. ORDINANCES

A. Ordinance No. 6933 (Krum)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Department of Innovation and Technology

Councilmember Baldwin moved and Councilmember Amer seconded to approve Ordinance No. 6933.

MOTION CARRIED UNANIMOUSLY. 6-0

B. Ordinance No. 6934 (Krum)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Office of Equity

Councilmember Baldwin moved and Councilmember C. Taylor seconded to approve Ordinance No. 6934.

MOTION CARRIED UNANIMOUSLY. 6-0

C. Ordinance No. 6935 (Krum)

An Ordinance amending Title 2 of the Auburn City Code formalizing the creation of the City of Auburn Department of Human Services

Councilmember Baldwin moved and Councilmember C. Taylor seconded to approve Ordinance No. 6935.

MOTION CARRIED UNANIMOUSLY. 6-0

XIII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. From the Council

Councilmember Amer reported she attended the Auburn Food Bank Ribbon Cutting event, and the Chaska Bar & Grill Ribbon Cutting event.

Councilmember Rakes reported she attended the Auburn Food Bank Ribbon Cutting event, the Chaska Bar & Grill Ribbon Cutting event, and the Good Eggs Breakfast.

Councilmember C. Taylor reported he attended Auburn Food Bank Ribbon Cutting event, and the Good Eggs Breakfast.

Councilmember T. Taylor reported she attending the Auburn Food Bank Ribbon Cutting event, and the Seattle Animal Shelter Foundation Meeting.

B. From the Mayor

Mayor Backus reported she attended the Auburn Food Bank Ribbon Cutting event, PepsiCo Rolling Remembrance event, Chaska Bar & Grill Ribbon Cutting event, the Good Eggs Breakfast, monthly meeting with Mayor's of Kent & Renton, King County Assessor's meeting to discuss property tax exemptions/reductions for Seniors, and Opening Day of Little League.

XIV. **ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 7:56 p.m.

APPROVED this 15th day of April 2024.

NANCY BACKUS, MAYOR Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Minutes of the April 8, 2024, Study Session Meeting

Date:
April 11, 2024

Department:
City Council

Attachments:
04-08-2024 Study Session Minutes

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Background for Motion:

Background Summary:

Reviewed by Council Committees:

Councilmember:

Staff:

Meeting Date: April 15, 2024

Item Number: CA.C

City Council Study Session Muni Services SFA
April 8, 2024 - 5:30 PM
City Hall Council Chambers
MINUTES

Watch the meeting video

Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

Deputy Mayor Brown called the meeting to order at 5:30 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street in Auburn.

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor Larry Brown, Hanan Amer, Kate Baldwin, Cheryl Rakes, Clinton Taylor, Tracy Taylor, and Yolanda Trout-Manuel. Councilmember Kate Baldwin arrived at 5:32pm.

Mayor Nancy Backus and the following staff members present included: Acting City Attorney Doug Ruth, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Assistant Director of Engineering Services Jacob Sweeting, Director of Finance Jamie Thomas, Director of Parks, Arts and Recreation Daryl Faber, Director of Human Resources Candis Martinson, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Rebecca Wood-Pollock.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. Briefing - Transportation Plan (Gaub) (30 Minutes)

Assistant Director Sweeting provided Council with a presentation on the 2024 Comprehensive Transportation Plan Overview and Update including the multimodal network and standards, safety, policies, management, maintenance and operations, funding, monitoring and evaluation, maps, and the next steps in the process.

Council discussed public notice of the 2024 Comprehensive Plan, the SeeClickFix app, the safety chapter of the 2024 Comprehensive Plan, and equity.

B. Project Be Free Presentation (Caillier) (20 Minutes)

Project Be Free Co-Founders Katya Wojcik and Joel Thomas provided Council with a presentation on the Project Be Free, Domestic Violence Crisis Co-Response Program including their goals and mission, an overview of their team's training, language resources, an overview of the Co-Response model, types of calls they respond to, their phone triage system, and the steps in their crisis call process.

Council discussed the Project's sustainability, the financial structure of their contracts, expected response rates, their reporting system, rates of services provided to youth, the project's involvement with schools, timeline for the process, their website, how confidential information is handled, phone hours, and removal of firearms from homes.

C. REDI Report Out

Councilmember Baldwin provided an update on the Racially Equitable, Diverse, and Inclusive (REDI) Coalition.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5762 (Gaub) (5 Minutes)

A Resolution authorizing the Mayor to execute an Interlocal Agreement with King County related to For-Hire transportation services

Assistant Director Sweeting provided Council with an overview of Resolution No. 5762 and Ordinance No. 6940 including King County's requirements for Transportation Network Companies, ride shares, For-Hire Taxis, an interlocal agreement with King County referencing the County's updated Code, and the next steps in the process.

Council discussed King County's code.

B. Ordinance No. 6940 (Gaub) (5 Minutes)

An Ordinance amending Section 5.20.230 of the Auburn City Code related to the regulation of Vehicle For-Hire businesses in the City

See Item V.A above.

C. Ordinance No. 6937 (Thomas) (15 Minutes)

An Ordinance amending the City's 2023-2024 Biennial Operating and Capital Budgets

Director Thomas provided Council with an overview of Ordinance No. 6937 including a budget adjustment, a summary of changes to the General Fund and other funds, and the next steps in the process.

Council discussed insurance premium increases, and the A Street Hedge Reduction project.

D. 4th Quarter Financial Report (Thomas) (30 Minutes)

Director Thomas provided Council with a presentation on the 2023 4th Quarter Financial Report including an overview of the General Fund revenue, tax revenue, licenses and permits, intergovernmental revenue, and charges for services. She also addressed General Fund expenditures, the ARPA update, and other non-General Fund related information including capital and enterprise funds.

Council discussed tax revenue for sales tax, and the Business and Occupation tax.

VI. MUNICIPAL SERVICES DISCUSSION ITEMS

A. King County Court Presentation (Martinson) (15 Minutes)

Presiding Judge Rebecca Robertson presenting on King County District Court services

Presiding Judge Rebecca Robertson provided Council with a presentation on the King County District Court services including the branches of government, judicial independence, an overview of court staff and presiding judges, the King County District Court Mission Statement, the electoral districts, courthouse locations, contracting cities, the judicial leadership executive committee, community engagement, an overview of matters handled in Auburn, and additional resources. She also explained judicial time and resources, goals and tools, funding, an overview of the Court's caseload, Auburn Community Court, inmate populations at SCORE jail, and ongoing work with the City.

Council discussed the Court's calendar adjustments, recidivism rates, disposition timelines, King County prosecutor and public defender case loads, parking tickets and the City's photo enforcement program, the difference in services between municipal and county court systems, interpreter services, probation, Community Court expansion, and treatment services.

VII. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:48 p.m.

APPROVED this 15th day of April 2024.

_____	_____
LARRY BROWN, DEPUTY MAYOR	Rebecca Wood-Pollock, Deputy City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:
Claims Vouchers (Thomas)

Date:
April 8, 2024

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Approve Claim Vouchers.

Background for Motion:

Background Summary:

Claims voucher list dated April 10, 2024 which includes voucher number 475527 through 475663, in the amount of $3,795,204.22, ten electronic fund transfers in the amount of $3,734.41, and three wire transfers in the amount of $935,638.91.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: April 15, 2024
Item Number: CA.D

AGENDA BILL APPROVAL FORM

Agenda Subject:
Payroll Voucher (Thomas)

Date:
April 8, 2024

Department:
Finance

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

Approve Payroll Vouchers.

Background for Motion:

Background Summary:

Payroll check numbers 539580 through 539583 in the amount of $81,731.55, electronic deposit transmissions in the amount of $2,760,139.43, for a grand total of $2,841,870.98 for the period covering March 28, 2024 to April 10, 2024.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: April 15, 2024
Item Number: CA.E

AGENDA BILL APPROVAL FORM

Agenda Subject:
Setting the date for Public Hearing for Fatbeam, LLC Franchise Agreement

Date:
April 8, 2024

Department:
Public Works

Attachments:
No Attachments Available

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to set the date of the Public Hearing for Franchise Agreement No. FRN23-0005 for Fatbeam, LLC for a Wireline Telecommunications Franchise for May 6, 2024 at 7:00pm.

Background for Motion:

Background Summary:

Section 20.04.040 of the Auburn City Code requires the City to hold a public hearing before granting or denying a franchise agreement. Staff requests that the City Council set the date of the public hearing for Franchise Agreement No. FRN23-0005 for Fatbeam, LLC for a Wireline Telecommunications Franchise for May 6, 2024 at 7:00 pm.

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

Fatbeam, LLC has applied for a new franchise agreement to continue to operate their existing fiber optic telecommunications facilities located in the public ways within the city limits as their current Franchise agreement is set to expire in the near future. Fatbeam provides telecommunications, telephone service, internet access and wide area network connectivity to education, government, hospitals and other enterprise level customers. The proposed agreement is consistent with the City's standard franchise agreement language.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: April 15, 2024
Item Number: CA.F

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6937 (Thomas)

Date:
April 8, 2024

Department:
Finance

Attachments:
Ordinance No. 6937 - 2023-2024 Budget Amendment No. 4
Schedule A - Ordinance No. 6937
Schedule B - Ordinance No. 6937

Budget Impact:
Current Budget: $403,730,898.00
Proposed Revision: $14,130,177.00
Revised Budget: $417,861.075.00

Administrative Recommendation:

City Council to approve Ordinance No. 6937.

Background for Motion:

Ordinance No. 6937 is the Fourth Amendment to the City of Auburn's 2023-2024 Biennial Budget and authorizes the carryforward of unused budget authority for 2023, new expenditures offset by new revenues, and limited requests for new expenditure authority.

Background Summary:

Ordinance No. 6937 (Budget Amendment #4) represents the Fourth Budget Amendment for the 2023-2024 Biennium. The Fourth Budget Amendment of the Biennium consists of carryforwards of funds under contract in the previous year, carryforwards of unexpended funds associated with ARPA-mitigated projects, new expenditures offset by new revenues such as grants, and limited requests for new budget authority.

Reviewed by Council Committees:

Councilmember: Kate Baldwin
Staff: Jamie Thomas
Meeting Date: April 15, 2024
Item Number: ORD.A

ORDINANCE NO. 6937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING THE CITY'S 2023-2024 BIENNIAL OPERATING AND CAPITAL BUDGETS

WHEREAS, at its November 21, 2022 regular meeting, the Auburn City Council enacted Ordinances No. 6879 and 6888, which adopted the City's 2023-2024 Biennial budget (Budget); and

WHEREAS, the City Council has amended the Budget three times since adoption (by enacting Ordinance No. 6900 on April 14, 2023, Ordinance No. 6911 on July 17, 2023, and Ordinance No. 6918 on November 20, 2023); and

WHEREAS, the City deems it necessary to amend the Budget a fourth time to appropriate additional funds into the various Budget funds outlined in the schedules attached to this Ordinance; and

WHEREAS, the City Council has approved this Ordinance by one more than its majority in accordance with RCW 35A.34.200.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Amendment of the 2023-2024 Biennial Budget. Pursuant to RCW 35A.34, the City hereby amends its 2023-2024 Biennial Budget to reflect the revenues and expenditures shown on Schedules "A" and "B" attached hereto and incorporated herein by reference.

Section 2. Implementation. The Mayor is authorized to utilize the revenue and expenditure amounts shown on Schedules "A" and "B" attached to this

Ordinance. A copy of these Schedules are on file with the City Clerk and available for public inspection. The Mayor is further authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Doug Ruth, Acting City Attorney

Published: _____

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
General Fund (#001)				
2024 Adopted Budget	9,475,710	101,921,889	101,372,924	10,024,675
Previous Budget Amendments	6,165,534	4,003,166	2,647,866	7,520,834
2024 Amended Budget	15,641,244	105,925,055	104,020,790	17,545,509
BA#4 (Ordinance #6937, Proposed):	3,346,020	1,904,517	5,616,518	(365,981)
Non-Departmental				
Les Gove Spray Park Manifold Grant	-	100,000	100,000	-
Parks Department				
A Street Hedge Reduction	-	-	125,300	(125,300)
Administration				
Council Chamber Equip Upgrade	-	-	250,000	(250,000)
Finance Department				
CF for Decision Packages FIN.0020 & FIN.0019	152,400	-	152,400	-
Community Development				
TODI Grant-Auburn Downtown Plan Update	-	55,356	55,356	-
Comp. Plan Grant Phase 2	-	87,500	87,500	-
Middle Housing Program Updates	-	75,000	75,000	-
Comp. Plan Framework/Element Updates	178,510	-	178,510	-
SKHHP Operating True Up	-	9,457	6,843	2,614
SKHHP – SeaTac Updates	-	19,810	19,810	-
SKHHP – Housing Capital Project	-	1,097,306	1,097,306	-
Diversity, Equity & Inclusion				
Office of Equity Contract Carryforward	118,000	-	118,000	-
Police Department				
Body Worn Camera Grant	-	318,530	318,530	-
Public Works Department				
MS2114 Professional Svc. CF	110,000	-	110,000	-

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Parks Department				
4Culture – 2023 Equipment Grant	-	4,410	4,410	-
23-24 GetActive/Stay Active Grant	-	20,000	13,295	6,705
SKC Sr Resources Hub 2024	-	117,148	117,148	-
HVAC Insurance Claim - Carryforward	25,000	-	25,000	-
Kiwanis Club -Sponsorship	10,000	-	10,000	-
Clubhouse Repairs – ms2120	36,190	-	36,190	-
Public Art – Capital - Replacement	55,900	-	55,900	-
Veteran's Park Brick Inscriptions	43,000	-	43,000	-
Vitrine Construction & Wall Repairs - Carryforward	4,670	-	4,670	-
Non-Departmental				
ARPA MS2017 Carryforwards	2,612,350	-	2,612,350	-
Revised 2024 Budget - Fund 001	18,987,264	107,829,572	109,637,308	17,179,528
Arterial Street Fund (#102)				
2024 Adopted Budget	690,081	11,307,150	11,968,800	28,431
Previous Budget Amendments	537,036	(3,789,445)	(4,022,945)	770,536
2024 Amended Budget	1,227,117	7,517,705	7,945,855	798,967
BA#4 (Ordinance #6937, Proposed):	-	6,548,770	7,048,770	(500,000)
AWS Widening– Hemlock to Poplar	-	4,570,880	4,570,880	-
Regional Growth Center Imp.	-	1,327,890	1,327,890	-
M Street NE Widening	-	-	500,000	(500,000)
R & 21st St SE Roundabout Project	-	300,000	300,000	-
Lea Hill Rd &104th Ave SE Roundabout	-	350,000	350,000	-
Revised 2024 Budget - Fund 102	1,227,117	14,066,475	14,994,625	298,967

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Hotel/Motel Tax Fund (#104)				
2024 Adopted Budget	446,979	143,900	177,100	413,779
Previous Budget Amendments	(23,880)	-	-	(23,880)
2024 Amended Budget	423,099	143,900	177,100	389,899
BA#4 (Ordinance #6937, Proposed):	-	85,000	85,000	-
Lodging Tax Advisory Committee – Tourism Grant Funds	-	85,000	85,000	-
Revised 2024 Budget - Fund 104	423,099	228,900	262,100	389,899
Mitigation Fees Fund (#124)				
2024 Adopted Budget	5,533,385	1,600,100	7,003,800	129,685
Previous Budget Amendments	472,557	-	(2,579,445)	3,052,002
2024 Amended Budget	6,005,942	1,600,100	4,424,355	3,181,687
BA#4 (Ordinance #6937, Proposed):	-	-	(1,822,705)	1,822,705
AWS Widening– Hemlock to Poplar	-	-	(1,738,150)	1,738,150
Regional Growth Center Imp.	-	-	(784,555)	784,555
M Street NE Widening	-	-	(100,000)	100,000
R & 21st St SE Roundabout Project	-	-	300,000	(300,000)
Lea Hill Rd &104th Ave SE Roundabout	-	-	350,000	(350,000)
Cedar Lanes Pump Track	-	-	150,000	(150,000)
Revised 2024 Budget - Fund 124	6,005,942	1,600,100	2,601,650	5,004,392

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Parks Construction Fund (#321)				
2024 Adopted Budget	1,013,804	568,800	768,500	814,104
Previous Budget Amendments	(580,281)	-	-	(580,281)
2024 Amended Budget	433,523	568,800	768,500	233,823
BA#4 (Ordinance #6937, Proposed):	-	250,000	250,000	-
Cedar Lanes Pump Track	-	150,000	150,000	-
Les Gove Spray Park Manifold Grant	-	100,000	100,000	-
Revised 2024 Budget - Fund 321	433,523	818,800	1,018,500	233,823
Capital Improvements Fund (#328)				
2024 Adopted Budget	13,591,156	4,099,300	7,249,500	10,440,956
Previous Budget Amendments	(2,796,110)	(148,276)	(7,072)	(2,937,314)
2024 Amended Budget	10,795,046	3,951,024	7,242,428	7,503,642
BA#4 (Ordinance #6937, Proposed):	-	-	100,000	(100,000)
M Street NE Widening	-	-	100,000	(100,000)
Revised 2024 Budget - Fund 328	10,795,046	3,951,024	7,342,428	7,403,642
Water Fund (#430)				
2024 Adopted Budget	6,238,052	18,963,410	21,242,749	3,958,713
Previous Budget Amendments	(53,989)	-	201,220	(255,209)
2024 Amended Budget	6,184,063	18,963,410	21,443,969	3,703,504
BA#4 (Ordinance #6937, Proposed):	176,230	-	176,230	-
SCADA upgrade project	11,230	-	11,230	-
Water Rights Professional Svcs	165,000	-	165,000	-
Revised 2024 Budget - Fund 430	6,360,293	18,963,410	21,620,199	3,703,504

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Sewer Fund (#431)				
2024 Adopted Budget	8,526,494	9,661,700	10,676,197	7,511,997
Previous Budget Amendments	2,373,387	-	-	2,373,387
2024 Amended Budget	10,899,881	9,661,700	10,676,197	9,885,384
BA#4 (Ordinance #6937, Proposed):	7,860	-	7,860	-
SCADA upgrade project	7,860	-	7,860	-
Revised 2024 Budget - Fund 431	10,907,741	9,661,700	10,684,057	9,885,384
Storm Drainage Fund (#432)				
2024 Adopted Budget	13,315,693	11,160,700	17,964,446	6,511,947
Previous Budget Amendments	589,087	-	1,000,000	(410,913)
2024 Amended Budget	13,904,780	11,160,700	18,964,446	6,101,034
BA#4 (Ordinance #6937, Proposed):	38,770	130,000	38,770	130,000
SCADA upgrade project	3,370	-	3,370	-
Dept of Ecology 23-24 Capacity Grant	-	130,000	-	130,000
Stormwater Management Filter Contract	35,400	-	35,400	-
Revised 2024 Budget - Fund 432	13,943,550	11,290,700	19,003,216	6,231,034
Solid Waste Fund (#434)				
2024 Adopted Budget	2,248,453	28,102,400	28,328,158	2,022,695
Previous Budget Amendments	(581,836)	2,423,000	2,858,000	(1,016,836)
2024 Amended Budget	1,666,617	30,525,400	31,186,158	1,005,859
BA#4 (Ordinance #6937, Proposed):	-	66,000	66,000	-
WA Dept. of Ecology grant	-	66,000	66,000	-
Revised 2024 Budget - Fund 434	1,666,617	30,591,400	31,252,158	1,005,859

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Cemetery Fund (#436)				
2024 Adopted Budget	936,113	1,432,300	1,878,038	490,375
Previous Budget Amendments	(160,795)	-	-	(160,795)
2024 Amended Budget	775,318	1,432,300	1,878,038	329,580
BA#4 (Ordinance #6937, Proposed):	-	37,700	37,700	-
Forest Walk III Budget Increase	-	37,700	37,700	-
Revised 2024 Budget - Fund 436	775,318	1,470,000	1,915,738	329,580
Water Capital Fund (#460)				
2024 Adopted Budget	1,032,208	5,603,310	6,176,810	458,708
Previous Budget Amendments	(7,912)	-	-	(7,912)
2024 Amended Budget	1,024,296	5,603,310	6,176,810	450,796
BA#4 (Ordinance #6937, Proposed):	-	42,850	-	42,850
Reservoir 4 & 8 Seismic Retrofit	-	42,850	-	42,850
Revised 2024 Budget - Fund 460	1,024,296	5,646,160	6,176,810	493,646
Cemetery Capital Fund (#466)				
2024 Adopted Budget	7,234	100	50	7,284
Previous Budget Amendments	5,106	-	-	5,106
2024 Amended Budget	12,340	100	50	12,390
BA#4 (Ordinance #6937, Proposed):	-	37,700	37,700	-
Forest Walk III Budget Increase	-	37,700	37,700	-
Revised 2024 Budget - Fund 466	12,340	37,800	37,750	12,390

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Insurance Fund (#501)				
2024 Adopted Budget	1,540,275	12,000	182,500	1,369,775
Previous Budget Amendments	(221,809)	-	-	(221,809)
2024 Amended Budget	1,318,466	12,000	182,500	1,147,966
BA#4 (Ordinance #6937, Proposed):	-	-	135,000	(135,000)
Increase to 2024 Insurance Premium	-	-	135,000	(135,000)
Revised 2024 Budget - Fund 501	1,318,466	12,000	317,500	1,012,966
Facilities Fund (#505)				
2024 Adopted Budget	368,394	4,451,000	4,468,294	351,100
Previous Budget Amendments	(188,926)	-	-	(188,926)
2024 Amended Budget	179,468	4,451,000	4,468,294	162,174
BA#4 (Ordinance #6937, Proposed):	92,585	20,520	123,105	(10,000)
Door install/replacement at Justice Center	52,500	-	52,500	-
Golf Course Cameras	40,085	20,520	60,605	-
Mel's Lot Carryforward	-	-	10,000	(10,000)
Revised 2024 Budget - Fund 505	272,053	4,471,520	4,591,399	152,174

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
Innovation & Technology Fund (#518)				
2024 Adopted Budget	3,027,250	11,696,580	11,755,538	2,968,292
Previous Budget Amendments	(868,373)	-	-	(868,373)
2024 Amended Budget	2,158,877	11,696,580	11,755,538	2,099,919
BA#4 (Ordinance #6937, Proposed):	63,620	76,750	140,370	-
Golf Course Cameras	20,520	-	20,520	-
518 operating carry forward to 2024	43,100	-	43,100	-
ARPA MS2017 Carryforwards	-	76,750	76,750	-
Revised 2024 Budget - Fund 518	2,222,497	11,773,330	11,895,908	2,099,919
Equipment Rental Capital Fund (#560)				
2024 Adopted Budget	4,882,593	3,023,152	2,648,380	5,257,365
Previous Budget Amendments	(3,098,424)	(714,400)	(1,799,130)	(2,013,694)
2024 Amended Budget	1,784,169	2,308,752	849,250	3,243,671
BA#4 (Ordinance #6937, Proposed):	-	609,720	762,150	(152,430)
Electric Street Sweeper	-	609,720	762,150	(152,430)
Revised 2024 Budget - Fund 560	1,784,169	2,918,472	1,611,400	3,091,241
IT Capital Fund (#568)				
2024 Adopted Budget	326,754	603,944	514,544	416,154
Previous Budget Amendments	38,470	(100,544)	(100,544)	38,470
2024 Amended Budget	365,224	503,400	414,000	454,624
BA#4 (Ordinance #6937, Proposed):	-	250,000	250,000	-
Council Chamber Equip Upgrade	-	250,000	250,000	-
Revised 2024 Budget - Fund 568	365,224	753,400	664,000	454,624

Schedule A
Summary of 2024 Budget Adjustments by Fund
Budget Amendment #4 (Ordinance #6937)

	Beg. Fund Balance	Revenues	Expenditures	Ending Fund Balance
SKHHP Fund (#654)				
2024 Adopted Budget	**1,599,818**	**331,000**	**377,600**	**1,553,218**
Previous Budget Amendments	5,770,376	-	-	5,770,376
2024 Amended Budget	**7,370,194**	**331,000**	**377,600**	**7,323,594**
BA#4 (Ordinance #6937, Proposed):	**300,000**	**45,565**	**1,126,573**	**(781,008)**
SKHHP Operating True Up	**-**	**15,299**	**9,457**	**5,842**
SKHHP – SeaTac Updates	**-**	**30,266**	**19,810**	**10,456**
SKHHP – Housing Capital Project	**300,000**	**-**	**1,097,306**	**(797,306)**
Revised 2024 Budget - Fund 654	**7,670,194**	**376,565**	**1,504,173**	**6,542,586**
Grand Total - All Funds				
2024 Adopted Budget	**128,255,683**	**269,799,652**	**304,836,791**	**93,218,544**
Previous Budget Amendments	3,573,562	2,102,001	(4,256,177)	9,931,740
2024 Amended Budget	**131,829,245**	**271,901,653**	**300,580,614**	**103,150,284**
Total BA#4 (Ordinance #6937, Proposed):	**4,025,085**	**10,105,092**	**14,179,041**	**(48,864)**
Revised 2024 Budget	**135,854,330**	**282,006,745**	**314,759,655**	**103,101,420**
		417,861,075		**417,861,075**

Schedule B
2024 Ending Fund Balance/Working Capital
by Fund

Fund	2024 Amended Beginning Balance	2024 Amended Ending Balance	BA#4 (ORD #6937) Revenues	BA#4 (ORD #6937) Expenditures	BA#4 (ORD #6937) Net Change in Fund Balance	Revised Ending Balance
General Fund (#001)	15,641,244	17,545,509	5,250,537	5,616,518	(365,981)	17,179,528
Arterial Street Fund (#102)	1,227,117	798,967	6,548,770	7,048,770	(500,000)	298,967
Local Street Fund (#103)	2,990,643	3,585,443	-	-	-	3,585,443
Hotel/Motel Tax Fund (#104)	423,099	389,899	85,000	85,000	-	389,899
Arterial Street Preservation Fund (#105)	894,601	1,322,557	-	-	-	1,322,557
American Rescue Plan Act Fund (#106)	-	-	-	-	-	-
Drug Forfeiture Fund (#117)	822,344	565,427	-	-	-	565,427
Housing and Comm Develop Fund (#119)	42,904	42,904	-	-	-	42,904
Recreation Trails Fund (#120)	38,059	45,159	-	-	-	45,159
BIA Fund (#121)	-	-	-	-	-	-
Cumulative Reserve Fund (#122)	27,991,047	15,873,997	-	-	-	15,873,997
Mitigation Fees Fund (#124)	6,005,942	3,181,687	-	(1,822,705)	1,822,705	5,004,392
2020 LTGO A&B Refunding Bonds Fund (#232)	460,163	460,263	-	-	-	460,263
SCORE Debt Service Fund (#238)	-	-	-	-	-	-
LID Guarantee Fund (#249)	1,712	1,722	-	-	-	1,722
Golf/Cemetery 2016 Refunding Fund (#276)	-	-	-	-	-	-
Parks Construction Fund (#321)	433,523	233,823	250,000	250,000	-	233,823
Capital Improvements Fund (#328)	10,795,046	7,503,642	-	100,000	(100,000)	7,403,642
Local Revitalization Fund (#330)	6,620	7,620	-	-	-	7,620
Water Fund (#430)	6,184,063	3,703,504	176,230	176,230	-	3,703,504
Sewer Fund (#431)	10,899,881	9,885,384	7,860	7,860	-	9,885,384
Storm Drainage Fund (#432)	13,904,780	6,101,034	168,770	38,770	130,000	6,231,034
Sewer Metro Sub Fund (#433)	4,265,430	4,292,930	-	-	-	4,292,930
Solid Waste Fund (#434)	1,666,617	1,005,859	66,000	66,000	-	1,005,859
Airport Fund (#435)	1,234,628	1,040,248	-	-	-	1,040,248
Cemetery Fund (#436)	775,318	329,580	37,700	37,700	-	329,580
Water Capital Fund (#460)	1,024,296	450,796	42,850	-	42,850	493,646
Sewer Capital Fund (#461)	1,882,390	915,590	-	-	-	915,590
Storm Drainage Capital Fund (#462)	6,194	477,394	-	-	-	477,394
Airport Capital Fund (#465)	73,580	118,125	-	-	-	118,125
Cemetery Capital Fund (#466)	12,340	12,390	37,700	37,700	-	12,390
Insurance Fund (#501)	1,318,466	1,147,966	-	135,000	(135,000)	1,012,966
Workers' Comp Fund (#503)	3,121,915	3,206,515	-	-	-	3,206,515
Facilities Fund (#505)	179,468	162,174	113,105	123,105	(10,000)	152,174
Innovation & Technology Fund (#518)	2,158,877	2,099,919	140,370	140,370	-	2,099,919
Equipment Rental Fund (#550)	1,789,040	1,648,583	-	-	-	1,648,583
Equipment Rental Capital Fund (#560)	1,784,169	3,243,671	609,720	762,150	(152,430)	3,091,241
IT Capital Fund (#568)	365,224	454,624	250,000	250,000	-	454,624
Fire Pension Fund (#611)	1,772,876	1,642,220	-	-	-	1,642,220
SKHHP Fund (#654)	7,370,194	7,323,594	345,565	1,126,573	(781,008)	6,542,586
Cemetery Endowment Fund (#701)	2,265,435	2,329,565	-	-	-	2,329,565

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6939 (Gaub)

Date:
February 23, 2024

Department:
Public Works

Attachments:
Ordinance No. 6939 Franchise Agreement No. FRN23-0003

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to approve Ordinance No. 6939.

Background for Motion:

This Ordinance would allow Ziply Fiber Pacific, LLC doing business as Ziply Fiber to install facilities in the public way within the City limits and provide telecommunications services to residential and business customers located inside the City limits.

Background Summary:

Section 20.02.040 of the Auburn City Code requires a franchise for any utility or telecommunications carrier or operator to use public ways of the City and to provide service to persons or areas inside or outside of the City.

Ziply Fiber Pacific, LLC has applied for a franchise agreement to install fiber optic cable and electronic infrastructure in the public ways within the city limits. Ziply intends to provide business and residential data and telecommunications services to customers located inside the city limits.

The proposed agreement requires that installation, repairs, upgrades and improvements for the proposed facilities are permitted and managed through the City's permitting processes. The proposed agreement would be valid for a term of 15 years.

A staff presentation was given at the March 25, 2024 Study Session discussing draft Ordinance No. 6939. A Public Hearing to consider this application and hear public comment was held before the City Council on April 1, 2024, in accordance with Auburn City Code 20.04.040.

Ordinance No. 6939 authorizes Franchise Agreement No. FRN23-0003 with Ziply Fiber Pacific, LLC doing business as Ziply Fiber subject to the terms and conditions outlined in the Ordinance.

Reviewed by Council Committees:

Councilmember: Tracy Taylor **Staff:** Ingrid Gaub

ORDINANCE NO. 6939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING TO ZIPLY FIBER PACIFIC, LLC DBA ZIPLY FIBER, A DELAWARE LIMITED LIABILITY COMPANY, A FRANCHISE FOR WIRELINE TELECOMMUNICATIONS

WHEREAS, Ziply Fiber Pacific, LLC dba Ziply Fiber ("Franchisee") has applied for a non-exclusive Franchise for the right of entry, use, and occupation of certain public ways within the City of Auburn ("City"), expressly to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along and/or across those public ways; and

WHEREAS, following proper notice, the City Council held a public hearing on Franchisee's request for a Franchise; and

WHEREAS, based on the information presented at such public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City to grant the franchise to Franchisee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions

For the purpose of this agreement and the interpretation and enforcement thereof, definitions of words and phrases shall be in accordance with the definitions set forth in this Franchise and in Auburn City Code 20.02.020. If there is a conflict between any of the definitions set forth in this Franchise and the definitions set forth in Auburn City Code 20.02.020, the definitions in this Franchise shall govern to the extent of such conflict.

A. "ACC" means the Auburn City Code.

B. "Franchisee's Facilities" means fiber optic and broadband communications services constructed and operated within the public ways including all cables, wires, conduits, ducts, pedestals, and any associated converter equipment or other items necessary for Telecommunications Services as defined in RCW 35.99.010(7), that are located in the Franchise Area.

Franchisee's Facilities do not include facilities used to provide wireless services, including antennas or other equipment, appliances, attachments and appurtenances associated with wireless telecommunications facilities. Franchisee's facilities do not include small wireless facilities, microcell, minor facility, or small cell facilities, as defined in RCW 80.36.375. Franchisee's facilities do not include any facilities that are not located within the Franchise Area or that are covered under a separate Franchise Agreement or agreement.

C. "Franchisee's Services" means any telecommunications service, telecommunications capacity, or dark fiber, provided by the Franchisee using its Facilities, including, but not limited to, the transmission of voice, data or other electronic information, or other subsequently developed technology that carries a signal over fiber optic cable. Franchisee's Services will also include non-switched, dedicated and private line, high capacity fiber optic transmission services to firms, businesses or institutions within the City and other lawful services not prohibited by this Ordinance However, Franchisee's Services will not include the provision of "cable service", as defined by 47 U.S.C. §522, as amended, for which a separate franchise would be required.

Section 2. Grant of Right to Use Franchise Area

A. Subject to the terms and conditions stated in this Agreement, the City grants to the Franchisee general permission to enter, use, and occupy the Franchise Area, located within the incorporated area of the City. Franchisee may locate the Franchisee's Facilities within the Franchise Area subject to all applicable laws, regulations, and permit conditions.

B. The Franchisee is authorized to install, remove, construct, erect, operate, maintain, relocate, upgrade, replace, restore, and repair Franchisee's Facilities to provide Franchisee's Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Franchisee Facilities and Franchisee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Franchisee Facilities and Franchisee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises, impacting the Franchise Area, for any purpose that does not interfere with Franchisee's rights under this Franchise.

E. Except as explicitly set forth in this Agreement, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise

Area or any other City roads, public ways, or property. This Franchise will be subject to the power of eminent domain, and in any proceeding under eminent domain, the Franchisee acknowledges its use of the Franchise Area shall have no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any public way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Franchisee Facilities, the City shall reserve an easement for public utilities within that vacated portion, pursuant to Chapter 35.79.030 RCW, within which the Franchisee may continue to operate any existing Franchisee Facilities under the terms of this Franchise for the remaining period set forth under Section 4.

G. The Franchisee agrees that its use of Franchise Area shall at all times be subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. The Franchisee agrees to provide the City with complete contact information for any client, lessee, sub-lessee, customer, or other entity that Franchisee allows to utilize, control, access, or otherwise provides services to, who will also use the Franchisee Facilities to provide services to their clients and customers either inside or outside the City limits. Such contact information shall be provided to the City a minimum of sixty (60) days prior to the start of such anticipated use so that the City may determine if Franchisee's client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City prior to such use. If the client, lessee, sub-lessee, customer, or other entity is required to obtain a franchise agreement with the City, then the Franchisee shall not allow use, control, access, or otherwise provide services to such entity until the required franchise agreement has been obtained.

Section 3. Notice

A. Written notices to the parties shall be sent by a nationally recognized overnight courier or by certified mail to the following addresses, unless a different address is designated in writing and delivered to the other party. Any such notice shall become effective upon receipt by certified mail, confirmed delivery by overnight courier, or the date stamped received by the City. Any communication made by e-mail or similar method will not constitute notice pursuant to this Agreement, except in case of emergency notification.

City: Right-of-Way Specialist,
Public Works Department - Transportation
City of Auburn

25 West Main Street
Auburn, WA 98001-4998
Telephone: (253) 931-3010

with a copy to: City Clerk
City of Auburn
25 West Main Street
Auburn, WA 98001-4998

Franchisee: Ziply Fiber Pacific, LLC
Attn: Legal Department
135 Lake Street South, Suite 155
Kirkland, Washington 98033
Telephone: 503-431-0458
Email Address: legal@ziply.com

B. Any changes to the above-stated Franchisee information shall be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this Agreement.

C. The above-stated Franchisee voice telephone numbers shall be staffed at least during normal business hours, Pacific time zone. The City may contact Franchisee at the following number for emergency or other needs outside of normal business hours of the Franchisee: (509) 823-1886.

Section 4. Term of Agreement

A. This Franchise shall run for a period of fifteen (15) years, from the date of Franchise Acceptance as described in Section 5 of this Agreement.

B. Automatic Extension. If the Franchisee fails to formally apply for a new franchise agreement prior to the expiration of this Franchise's term or any extension thereof, this Franchise automatically continues month to month until a new franchise agreement is applied for and approved under the then current process or until either party gives written notice at least one hundred and eighty (180) days in advance of intent to cancel this Franchise.

Section 5. Acceptance of Franchise

A. This Franchise will not become effective until Franchisee files with the City Clerk (1) the Statement of Acceptance (Exhibit "A"), (2) all verifications of insurance coverage specified under Section 16, (3) the financial security specified

in Section 17, and (4) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the "Franchise Acceptance". The date that such Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Franchisee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise as described in Section 28 of this Agreement, the City's grant of the Franchise will be null and void.

Section 6. Construction and Maintenance

A. The Franchisee shall apply for, obtain, and comply with the terms of all permits required under applicable law for any work done within the City. Franchisee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Franchisee agrees to coordinate its activities with the City and all other utilities located within the public way within which Franchisee is under taking its activity.

C. The City expressly reserves the right to prescribe how and where Franchisee's Facilities will be installed within the public way and may require the removal, relocation and/or replacement thereof in the public interest and safety at the expense of the Franchisee as provided for in Chapter 35.99 RCW.

D. Before beginning any work within the public way, the Franchisee will comply with the One Number Locator provisions of Chapter 19.122 RCW to identify existing utility infrastructure.

E. Tree Trimming. Upon prior written approval of the city the Franchisee shall have the authority to trim trees upon and overhanging streets, public ways and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with the Franchisee's Facilities. Franchisee shall be responsible for debris removal from such activities. If such debris is not removed within 24 hours, the City may, at its sole discretion, remove such debris and charge the Franchisee for the cost thereof. This section does not, in any instance, grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require other permits as necessary from the City.

Section 7. Trench Repair for Street Restorations

A. At any time during the term of this Franchise, if a Franchisee Facility or trench within the Franchise Area causes a street to crack, settle, or otherwise fail, the City will notify Franchisee of the deficiency and Franchisee agrees to restore the deficiency and repair the damage within thirty (30) days of written notice by the City.

B. For purposes of the Section, “street” shall mean all City owned improvements within a public way, including, but is not limited to, the following: pavement, sidewalks, curbing, above and below-ground utility facilities, and traffic control devices.

Section 8. Repair and Emergency Work

In the event of an emergency, the Franchisee may commence repair and emergency response work as required under the circumstances. The Franchisee will notify the City telephonically during normal business hours (at 253-931-3010) and during non-business hours (at 253-876-1985) as promptly as possible, before such repair or emergency work commences, and in writing as soon thereafter as possible. Such notification shall include the Franchisee’s emergency contact phone number for corresponding response activity. The City may commence emergency response work, at any time, without prior written notice to the Franchisee, but will notify the Franchisee in writing as promptly as possible under the circumstances. Franchisee will reimburse the City for the City’s actual cost of performing emergency response work.

Section 9. Damages to City and Third-Party Property

Franchisee agrees that if any of its actions, or the actions of any person, agent, or contractor acting on behalf of the Franchisee under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Franchisee will restore, at its own cost and expense, the property to a safe condition. Upon returning the property to a safe condition, the property shall then be returned to the condition it was in immediately prior to being damaged (if the safe condition of the property is not the same as that which existed prior to damage). All repair work shall be performed and completed to the satisfaction of the City Engineer.

Section 10. Location Preference

A. Any structure, equipment, appurtenance or tangible property of a utility or other franchisee, other than the Franchisee’s, which was installed, constructed, completed or in place prior in time to Franchisee’s application for a permit to construct or repair Franchisee’s Facilities under this Franchise shall have preference as to positioning and location with respect to the Franchisee’s Facilities.

However, to the extent that the Franchisee's Facilities are completed and installed before another utility or other franchisee's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Franchisee's Facilities will have priority. These rules governing preference shall continue when relocating or changing the grade of any City road or public way. A relocating utility or franchisee will not cause the relocation of another utility or franchisee that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Franchisee's Facilities. Such relocations will be governed by Section 11 and Chapter 35.99 RCW.

B. Franchisee will maintain a minimum underground horizontal separation of five (5) feet from City water, sanitary sewer and storm sewer facilities and ten (10) feet from above-ground City water facilities; provided, that for development of new areas, the City, in consultation with Franchisee and other utility purveyors or authorized users of the public way, will develop guidelines and procedures for determining specific utility locations.

Section 11. Relocation of Franchisee Facilities

A. Except as otherwise so required by law, Franchisee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Pursuant to the provisions of Section 15, Franchisee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change, relocation, abandonment, or vacation of the public way.

B. If a readjustment or relocation of the Franchisee Facilities is necessitated by a request from a party other than the City, that party shall pay the Franchisee the actual costs associated with such relocation.

Section 12. Abandonment and or Removal of Franchisee Facilities

A. Within one hundred and eighty days (180) of Franchisee's permanent cessation of use of the Franchisee's Facilities, the Franchisee will, at the City's discretion, either abandon in place or remove the affected facilities.

B. Franchisee may ask the City in writing to abandon, in whole or in part, all or any part of the Franchisee's Facilities. Any plan for abandonment of Franchisee Facilities must be approved in writing by the City.

C. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding

A. The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities.

B. Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Franchisee will underground the Franchisee's Facilities in the manner specified by the City Engineer at no expense or liability to the City, except as may be required by Chapter 35.99 RCW. Where other utilities are present and involved in the undergrounding project, Franchisee will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's Facilities. Common costs will include necessary costs for common trenching and utility vaults. Fair share will be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Franchisee Information

A. Franchisee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Franchisee's activities and fulfill any municipal obligations under state law. Said information will include, at a minimum, as-built drawings of Franchisee's Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. Said information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Franchisee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Chapter 42.56 RCW and other applicable law may require public disclosure of information given to the City.

Section 15. Indemnification and Hold Harmless

A. Franchisee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Franchisee's acts, errors or omissions, or from the conduct of Franchisee's business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with this Franchise Agreement, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Franchisee and the City, its officers, officials, employees, and volunteers, the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee's Facilities caused by maintenance and/or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, public way, or other property, except to the extent any such damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Franchisee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Franchisee, and its agents, assigns, successors, or contractors, will make such arrangements as Franchisee deems fit for the provision of such services. The Franchisee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Franchisee for the City's failure or inability to provide such services, and, pursuant to the terms of Section 15(A), the Franchisee will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide such services.

Section 16. Insurance

A. The Franchisee shall procure and maintain for the duration of this Agreement and as long as Franchisee has Facilities in the public way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Agreement and use of the public way.

B. No Limitation. The Franchisee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise Agreement using ISO endorsement CG 20 12 05 09 if the franchise agreement is considered a master permit as defined by RCW 35.99.010, or CG 20 26 07 04 if it is not, or substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

3. Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise Agreement covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

5. Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance. The Franchisee shall maintain insurance that meets or exceeds the following limits:

1. Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $5,000,000 general aggregate.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $5,000,000 per accident.

3. Contractors Pollution Liability insurance shall be written in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $2,000,000.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and employer's liability insurance with limits of not less than $1,000,000.

5. Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions. Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Franchisee's insurance and shall not contribute with it.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Subcontractors. The Franchisee shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, including limits no less than what is required of Franchisee under this Agreement.

H. Verification of Coverage. The Franchisee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this Agreement. Upon request by the City, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

I. Notice of Cancellation. Franchisee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Agreement.

K. City Full Availability of Franchisee Limits. If the Franchisee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Franchisee, irrespective of whether such limits maintained by the Franchisee are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Franchisee.

L. Franchisee – Self-Insurance. Franchisee will have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by the City. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise Agreement, Franchisee or its affiliated parent entity shall comply with the following: (i) Franchisee shall submit a letter to the City stating which of the above required insurance provisions in this Section 15 Franchisee proposes to self-insure; (ii) provide the City, upon request, a copy of Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (iii) Franchisee or its parent company is responsible for all payments within the self-insured retention; and (iv) Franchisee assumes all defense and indemnity obligations as outlined in Section 15.

Section 17. Financial Security

The Franchisee will provide the City with a financial security in the amount of Fifty Thousand Dollars ($50,000.00) running for, or renewable for, the term of this Franchise, in a form and substance acceptable to the City. If Franchisee fails to substantially comply with any one or more of the provisions of this Franchise, the City may recover jointly and severally from the principal and any surety of that financial security any damages suffered by the City as a result Franchisee's failure to comply, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities. Franchisee specifically agrees that its failure to comply with the terms of Section 20 will constitute damage to the City in the monetary amount set forth in that section. Any financial security will not be construed to limit

the Franchisee's liability to the security amount, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 18. Successors and Assignees

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Franchisee, and all rights and privileges, as well as all obligations and liabilities of the Franchisee will inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever the Franchisee is mentioned.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance, which consent shall not be unreasonably withheld or delayed, except as expressed by ordinance and then only on such reasonable conditions as may be prescribed therein.

C. Franchisee and any proposed assignee or transferee will provide and certify the following to the City not less than ninety (90) days prior to the proposed date of transfer: (1) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (2) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (3) An application fee in the amount established by the City's fee schedule, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Franchisee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon such transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

Section 19. Dispute Resolution

A. In the event of a dispute between the City and the Franchisee arising by reason of this Agreement, the dispute will first be referred to the operational officers or representatives designated by City and Franchisee to have oversight over the administration of this Agreement. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any such action will be entitled to its attorneys' fees and costs.

Section 20. Enforcement and Remedies

A. If the Franchisee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or fails to comply with any notice given to Franchisee under the provisions of this agreement, the City may, at its discretion, provide Franchisee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Franchisee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the financial guarantee set forth in Section 17 for every day after the expiration of the cure period that the breach is not cured.

B. If the City determines that Franchisee is acting beyond the scope of permission granted in this Franchise for Franchisee Facilities and Franchisee Services, the City reserves the right to cancel this Franchise and require the Franchisee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Franchisee's actions are not allowed under applicable federal and state or City laws, to compel Franchisee to cease those actions.

Section 21. Compliance with Laws and Regulations

A. This Franchise is subject to, and the Franchisee will comply with all applicable federal and state or City laws, regulations and policies (including all applicable elements of the City's comprehensive plan), in conformance with federal laws and regulations**,** affecting performance under this Franchise. The Franchisee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Franchisee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Franchisee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise upon thirty (30) days written notice to the Franchisee, if the Franchisee fails to comply with such amendment or modification.

Section 22. License, Tax and Other Charges

This Franchise will not exempt the Franchisee from any future license, tax, or charge which the City may adopt under authority granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

Section 23. Consequential Damages Limitation

Notwithstanding any other provision of this Agreement, in no event will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 24. Severability

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect.

Section 25. Titles

The section titles used are for reference only and should not be used for the purpose of interpreting this Franchise.

Section 26. Implementation

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

Section 27. Entire Agreement

This Agreement, as subject to the appropriate city, state, and federal laws, codes, and regulations, and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. All previous Agreements between the parties pertaining to Franchisee's operation of its Facilities are hereby superseded.

Section 28. Effective Date.

This Ordinance will take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: _____
PASSED: _____
APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM

_____
Doug Ruth, Acting City Attorney

PUBLISHED: _____

EXHIBIT “A”

STATEMENT OF ACCEPTANCE

_____, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

Franchisee Name: _____
Address: _____
City, State, Zip: _____

By: _____ Date: _____
Name:
Title:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

_____
Signature

_____
NOTARY PUBLIC in and for the State of
_____, residing at _____

MY COMMISSION EXPIRES: _____

AGENDA BILL APPROVAL FORM

Agenda Subject:
Ordinance No. 6940 (Gaub)

Date:
April 9, 2024

Department:
Public Works

Attachments:
Ordinance No. 6940
Exhibit A

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to approve Ordinance No. 6940.

Background for Motion:

This Ordinance will amend Auburn City Code (ACC) Section 5.20.230 to require businesses operating for-hire vehicles in the City of Auburn to comply with King County Code that regulates them.

Background Summary:

King County currently regulates for-hire vehicles for several agencies, including the City of Auburn. King County has adopted new code sections that need to be referenced in Auburn City Code to allow King County to continue regulating for-hire vehicles in Auburn.

This Ordinance will amend Auburn City Code (ACC) Section 5.20.230 to require businesses operating for-hire vehicles in the City of Auburn to comply with King County Code that regulates them. This code amendment is consistent with the proposed interlocal agreement with King County and Resolution 5762.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: April 15, 2024
Item Number: ORD.C

ORDINANCE NO. 6940

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 5.20.230 OF THE AUBURN CITY CODE RELATED TO THE REGULATION OF VEHICLE FOR HIRE BUSINESSES IN THE CITY

WHEREAS, by interlocal agreement and the enactment of Auburn City Code (ACC) 5.20.230, the City has delegated to King County the authority to license and regulate vehicle for hire businesses operating in the City;

WHEREAS, King County vehicle for hire licensing and enforcement regulations are contained in the King County Code (K.C.C.);

WHEREAS, King County has recently updated its vehicle for hire interlocal agreement with the City, and amended the applicable provisions of the K.C.C. ACC 5.20.230 requires revision to correspond with these recent King County enactments; and

WHEREAS, adopting this Ordinance and amending ACC 5.20.230 as set forth in Exhibit A to this Ordinance is in the City's best interest to ensure the efficient and effective licensing and regulation of vehicle for hire businesses operating within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment to City Code. Section 5.20.230 of the Auburn City Code is hereby amended as set forth in Exhibit A to this Ordinance.

Section 2. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision,

section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Doug Ruth, Acting City Attorney

Published: _____

ORD. 6940—EXHIBIT A

ACC 5.20.230 Vehicle ~~Taxicab and~~ for-hire businesses – Licensing, regulation; ~~P~~provisions adopted by reference.

A. Licensing and regulation of vehicle for-hire businesses. Vehicle for-hire businesses operating anywhere within the City shall be subject to the licensing, regulatory, administrative and enforcement provisions in K.C.C. 6.64 and 6.65. No vehicle for-hire business may operate anywhere within the City without a King County license issued pursuant to those K.C.C. chapters.

B. Definition. For purposes of this section, "vehicle for-hire business" shall mean and include:

1. Any transportation network company as defined in RCW 46.04.652;

2. Any for hire operator or for hire vehicle, as those terms are defined in RCW 46.72.010;

3. Any taxicab business referenced in RCW 81.72; and

4. Any other business or activity subject to licensing and regulation under K.C.C. 6.64 and 6.65.

C. Adoption of codes by reference, filing with City Clerk. The City adopts K.C.C. 6.64 and 6.65 as they are now enacted or are hereafter amended. Any references to King County within these adopted codes shall be interpreted to mean the City, unless context clearly requires otherwise. A copy of these adopted codes shall be on file with the City Clerk for public use and examination. ~~provisions of Chapter 6.64 of the King County Code as they currently exist and as they may be hereinafter amended are adopted by reference, a copy of which shall be on file with the office of the city clerk; provided, that unless the context indicates otherwise, reference to King County shall mean and be construed as the city of Auburn, Washington.~~

~~B. In order to operate a taxicab or for-hire business in the city, a current King County taxicab license is required.~~

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5762 (Gaub)

Date:
April 9, 2024

Department:
Public Works

Attachments:
Resolution No. 5762
Exhibit A

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council adopt Resolution No. 5762.

Background for Motion:

This Resolution authorizes a new Interlocal Agreement with King County for it to continue regulating For-Hire Vehicles in the City of Auburn and is needed because the current Interlocal Agreement requires updated language to reflect recent King County code modifications.

Background Summary:

King County currently regulates for-hire vehicles for several agencies, including the City of Auburn. The for-hire vehicles include taxis and rideshares. King County has modified its code and is requiring agencies desiring King County to continue regulating for-hire vehicles to enter into new interlocal agreements. King County regulation of for-hire services benefits the City of Auburn as it promotes safety and security without any cost to the City. Resolution 5762 authorizes the Mayor to execute the interlocal agreement with King County. This agreement supersedes the current agreement that was executed in 2004.

Reviewed by Council Committees:

Councilmember: Tracy Taylor
Staff: Ingrid Gaub
Meeting Date: April 15, 2024
Item Number: RES.A

RESOLUTION NO. 5762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH KING COUNTY RELATED TO FOR-HIRE TRANSPORTATION SERVICES

WHEREAS, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature;

WHEREAS, it is desirable to adequately protect the interests of the County, the City of Auburn (City) and the public by providing a uniform, regional system to license and regulate for-hire transportation services;

WHEREAS, King County (County) has jurisdiction to: 1) license and regulate for-hire transportation services (including issuing vehicle medallions, transportation network company vehicle endorsements, for-hire driver's licenses and for-hire driver's permits, transportation network company licenses, and transitional regional dispatch agency and regional dispatch agency licenses); and 2) to enforce the laws and regulations concerning the same within its boundaries;

WHEREAS, the County and its employees are well-qualified and able in the licensing and enforcement of laws relating to the conduct of for-hire transportation services, and the County is ready, willing, and able to assist the City in such matters. Through interlocal agreements, the County has provided for-hire transportation regulatory services to local jurisdictions (including the City) for many years;

WHEREAS, the County has recently amended its for-hire transportation services licensing and regulation code provisions, and has proposed an amended interlocal agreement with the City to reflect these code changes;

WHEREAS, acceptance of the County's proposed amended interlocal agreement is in the City's best interest to continue its participation in a regional approach to the licensing and enforcement of for-hire transportation services, and the County's continued assistance with these services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RESOLVES as follows:

Section 1. The Mayor is authorized to execute an interlocal agreement with King County for King County to regulate for-hire transportation vehicles in substantial conformity with the Agreement attached herein as Exhibit A.

Section 2. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed this 15th day of April, 2024.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Doug Ruth, Acting City Attorney

INTERLOCAL AGREEMENT BETWEEN

King County and the City of Auburn for For-Hire Transportation Regulatory Services

THIS AGREEMENT is made between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Auburn, a public agency in the State of Washington, hereinafter referred to as "Agency," under authority of Chapter 39.34, Chapter 46.72 RCW, Chapter 46.72B RCW, and Chapter 81.72 of the Revised Code of Washington and collectively referred to as "Parties."

WHEREAS, the County has jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements (hereinafter referred to as "vehicle endorsements"), for-hire driver's licenses and for-hire driver's permits, transportation network company licenses (hereinafter referred to as "company licenses"), and transitional regional dispatch agency and regional dispatch agency licenses (hereinafter referred to as "agency licenses"), to enforce the laws and regulations concerning the same within its boundaries, and has provided for-hire transportation regulatory services to local jurisdictions for many years; and

WHEREAS, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature; and

WHEREAS, it is desirable, to adequately protect the interests of the County and the Agency and the public, to provide for a uniform, regional system of licensing for-hire transportation services; and

WHEREAS, the County and its employees are well-qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of for-hire transportation services; and

WHEREAS, the Agency desires to participate in a regional approach to the licensing and enforcement of laws relating to for-hire transportation services and seeks to obtain the assistance of the County to provide these services; and

WHEREAS, the County is ready, willing, and able to assist the Agency in matters relating to the licensing and enforcement of laws relating to regulation of for-hire transportation services;

WHEREAS, the entities previously regulated under Chapter 6.64 King County Code are now going to be regulated under Chapter 6.64 King County Code and Chapter 6.65 King County Code, and this Agreement is being updated to reflect that change;

NOW THEREFORE, the County and Agency hereby agree:

Section 1. Term of Agreement

This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, unless either party provides thirty (30) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the thirty (30) days. This Agreement may be immediately terminated by the County for lack of appropriation authority by providing written notice to the Agency.

Section 2. Agency Responsibilities

The Agency shall:

a. Promptly enact an ordinance that adopts by reference Chapter 6.64 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.65 of the King County Code, hereinafter “the Agency Ordinances”).

b. Promptly enact an ordinance that adopts by reference Chapter 6.65 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.64 of the King County Code, hereinafter “the Agency Ordinances”).

c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the King County Records and Licensing Services Division Director, hereinafter referred to as "Division Director," of the Agency’s intention otherwise.

d. Promptly review any revisions to Chapter 6.65 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.65 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Division Director of the Agency’s intention otherwise.

e. Delegate to the County the following:

i. The power to enforce the terms of the Agency Ordinances, including the power to issue, deny, restrict, suspend, or revoke vehicle medallions, vehicle endorsements, for-hire driver’s licenses, for-hire driver’s permits, regional for-hire driver’s licenses and enhanced regional for-hire driver’s licenses, company licenses, and agency licenses issued thereunder; and

ii. Conduct administrative appeals of those County licensing and permitting determinations made, and enforcement actions taken on behalf of the Agency. Such appeals shall be conducted by the King County Hearing Examiner or the County’s successor administrative appeals body or officer on behalf of the Agency unless either the Agency or the County determines that the particular matter shall be heard by the Agency.

Nothing in this Agreement is intended to divest the Agency of authority to issue notices of violation and court citations for violations of Agency ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or the Agency.

Section 3. County Responsibilities

The County Records and Licensing Services Division shall act as the Agency's agent in performing the following in accordance with enabling ordinances and administrative procedures:

a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Ordinances pertaining to for-hire transportation services, including the operation and maintenance of a unified, regional system to license and regulate

for-hire transportation services;

b. The provision of such service, the standards of performance, the discipline of County employees, and all other matters incident to the performance of such services and the control of personnel so employed shall remain with the County;

c. The County shall promptly advise the Agency of any revisions to Chapter 6.64 or Chapter 6.65 of the King County Code and of any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 or Chapter 6.65 of the King County Code after this Agreement is signed.

d. The services provided by the County pursuant to this Agreement do not include legal services to the Agency, which shall be provided by the Agency at Agency expense.

Section 4. Compensation and Method of Payment

a. The County shall retain all fines and fees collected pursuant to the licensing of for-hire transportation services. No additional compensation will be due from the Agency.

b. The Parties agree that all fines levied by a court of competent jurisdiction or civil penalties assessed by the Division Director for violation of the Agency Ordinances regulating for-hire transportation services shall become the property of the County.

Section 5. Mutual Covenants

The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

a. All County persons rendering services hereunder shall be for all purposes employees of the County, although they may from time-to-time act as commissioned officers of the Agency; and

b. The County contact person for the Agency regarding all issues that may arise under this Agreement, including but not limited to citizen complaints, service requests and general information on for-hire transportation services is the Division Director or the successor division's director.

Section 6. Dispute Resolution

In the event of a dispute between the Parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Division Director shall be final and conclusive in all respects.

Section 7. Indemnification and Hold Harmless.

a. Agency Held Harmless. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the County, its officers, agents, and employees, or any of them and

in the performance of the County's obligations pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

b. County Held Harmless. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, action, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the Agency, its officers, agents, and employees, or any of them and in the performance of the Agency's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.

c. Concurrent Negligence. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying part and its actors.

d. Liability Related to Agency Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Agency from any liability or responsibility that arises in whole or in part as a result of the application of Agency Ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the Agency to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Agency ordinance or Agency Ordinances, policy, rule or regulation is at issue, the Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Agency, the County, or both, the Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

e. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 8. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.

Section 9. Administration

This Agreement shall be administered by the Division Director or the Division Director's designee, and the Mayor or the Mayor's designee.

Section 10. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties.

Section 11. Records

This Agreement is a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW. The records and documents with respect to all matters covered by this Agreement shall be subject to the Public Records Act and the Records Retention Act, chapter 40.14 RCW.

Section 12. Complete Expression of Agreement

This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 13. Survivability

Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 7 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective on the last date entered below.

SIGNATURES ON NEXT PAGE

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KING COUNTY

_____
King County Executive

_____
Date

CITY OF AUBURN

_____
Mayor

_____
Date

Attest:

_____
City Clerk Date

Approved as to Form:

_____
Deputy Prosecuting Attorney Date

Approved as to Form:

_____
City Attorney Date

AGENDA BILL APPROVAL FORM

Agenda Subject:
Resolution No. 5765 (Gaub)

Date:
April 9, 2024

Department:
Public Works

Attachments:
Resolution No. 5765
FAA Grant Agreement Template
WSDOT Grant Agreement Template
Vicinity Map

Budget Impact:
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

Administrative Recommendation:

City Council to adopt Resolution No. 5765.

Background for Motion:

This Resolution would authorize the application and acceptance of grant funding if awarded to the City by the Federal Aviation Administration and the Washington State Department of Transportation to complete the environmental/design and construction phases of Project No. CP2335, Automated Weather Observing System (AWOS), Beacon & Emergency Generator.

Background Summary:

Resolution No. 5765 authorizes the City to apply for and if awarded accept Federal Aviation Administration (FAA) and Washington State Department of Transportation (WSDOT) grant funds for Project No. CP2335, Automated Weather Observing System (AWOS), Beacon & Emergency Generator.

Staff plans to apply for up to four FAA grants for the environmental/design and construction phases. The grant funds are accepted using a standard FAA Grant Agreement form. The 2023 template of the standard FAA form has been included for reference, the current standard FAA form at the time of award would be filled out with the information for each project and executed to accept the grant funds in substantial conformity to the 2023 form.

Staff also plans to apply for two WSDOT grants for the environmental/design and construction phases and WSDOT requires City Council to adopt this resolution before the applications are submitted. The grant funds are accepted using a standard WSDOT Grant Agreement form. The current template of the standard WSDOT form has been included for reference. If awarded the grants, at that time the form would be filled out with the information for each project and executed to accept the grant funds in substantial conformity with the attached form.

The project will construct the following improvements at the Auburn Municipal Airport (Airport):

Automated Weather Observing System (AWOS):

AWOS is a group of instruments that continuously measures and reports weather data. The Airport currently does not have an AWOS. The new AWOS will provide valuable weather information to pilots and is imperative for use with the Airport's upcoming non-precision instrument approach procedure being developed by the FAA which will allow pilots to utilize the Airport in low visibility conditions.

Beacon:

A beacon is a bright light that helps pilots locate the Airport at night. The existing Airport beacon is mounted on top of a hangar building to the east of the runway and requires replacement due to its age (20+ years) and deteriorating condition. In addition, because of the surrounding ambient light, the existing beacon is difficult to observe at night. The new beacon will be mounted on pole and will be located to the west of the runway to make it more visible to pilots at night.

Standby Generator:

The Airport does not currently have a standby generator. A standby generator is needed to provide backup electrical services for Airport lighting during power outages.

The cost of the environmental/design phase is estimated to be up to $350,000 with up to $315,000 anticipated to come from FAA grants which require 10% matching funds. Of the $35,000 in matching funds required, $17,500 is anticipated to come from a future WSDOT grant and the remaining $17,500 from the 465 Airport fund. If the WSDOT grant application is unsuccessful all matching funds are anticipated to come from the 465 Airport fund.

The cost of the construction phase is estimated to be up to $1,150,000 with up to $1,035,000 anticipated to come from FAA grants which require 10% matching funds. Of the $115,000 in matching funds required, $57,500 is anticipated to come from a future WSDOT grant and the remaining $57,500 from the 465 Airport fund. If the WSDOT grant application is unsuccessful all matching funds are anticipated to come from the 465 Airport fund.

The environmental/design phase of this project began in 2023 and construction is schedule to take place in 2026.

Reviewed by Council Committees:

Councilmember:	Tracy Taylor	**Staff:**	Ingrid Gaub
Meeting Date:	April 15, 2024	Item Number:	RES.B

RESOLUTION NO. 5765

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO APPLY FOR AND IF AWARDED ACCEPT AND ADMINISTER GRANTS FROM THE FEDERAL AVIATION ADMINISTRATION AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE AWOS, BEACON, & EMERGENCY GENERATOR PROJECT

WHEREAS, the completion of the Automated Weather Observing System (AWOS), Beacon & Emergency Generator project ("Project") at the Auburn Municipal Airport is a necessary part of responsible airport facility management, and ensures the continued usability and safety of the airport for aircraft use; and

WHEREAS, the Project is an integral part of the most recent Airport Master Plan, which was approved by the Federal Aviation Administration ("FAA") and the Washington State Department of Transportation ("WSDOT); and

WHEREAS, FAA grant funding is available to pay for $315,000, or 90% of the total estimated environmental/design cost of the Project; and

WHEREAS, FAA grant funding is available to pay for $1,035,000, or 90% of the total estimated construction cost of the Project; and

WHEREAS, WSDOT grant funding is available to pay for up to $75,000, or 5% of the total estimated cost of the Project; and

WHEREAS, both the WSDOT and FAA grants require matching funds, in the amounts of $150,000 and $75,000 respectively; and

WHEREAS, the City has available, and is willing to provide, up to $75,000 from the 465 Airport Fund as the matching funds the WSDOT grants, and may use both the 465 Airport Fund monies and WSDOT grant fund monies as the matching funds for the

FAA grants. Alternatively, the City has available $150,000 in the 465 Airport Fund as matching funds for the FAA grants if the requested WSDOT grant funds are not awarded; and

WHEREAS, for submission of a grant application, WSDOT requires the City Council to authorize the City to seek the grants and to confirm that adequate matching funds are available; and

WHEREAS, it is in the best interest of the City to use FAA and WSDOT monies to finance capital improvements to the Auburn Municipal Airport.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor or designee is authorized to apply for, and if awarded, accept, administer, and execute applicable funding agreements and amendments thereto, for grants from the FAA in the total amount of $1,350,000, or any other amount authorized by the FAA for the Automated Weather Observing System (AWOS), Beacon & Emergency Generator Project.

Section 2. The City of Auburn City Council expresses its support for the submission of two WSDOT grant applications for the Automated Weather Observing System (AWOS), Beacon & Emergency Generator Project, finds that there is adequate City funds to provide matching funding for WSDOT grants in the amount of $75,000, and authorizes the Mayor or designee to apply for, and if awarded, accept, administer, and execute applicable funding agreements and amendments thereto, for grants from WSDOT for the Project .

Section 3. The Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 4. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this 15th day of April, 2024.

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Doug Ruth, Acting City Attorney

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area _____

FY2023 AIP Grant Number _____

Unique Entity Identifier _____

TO: _____

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Please Enter Co-Sponsor 1 Name]

This grant channels through the State of [state name].

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated [project application date], for a grant of Federal funds for a project at or associated with the [airport name or planning area], which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the [airport name or planning area] (herein called the "Project") consisting of the following:

[ProjectDescription]

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay [fed share percentage amount] percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is [obligation amount].

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   [planning amount] for planning;
   [noise amount] for airport development or noise program implementation; and,
   [land acquisition amount] for land acquisition.

   Grant Performance. This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [offer expiration date], or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
16. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
    a. May not be increased for a planning project;
    b. May be increased by not more than 15 percent for development projects if funds are available;
    c. May be increased by not more than the greater of the following for a land project, if funds are available:
        1. 15 percent; or
        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.
18. **Audits for Sponsors.**
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
    a. Verify the non-Federal entity is eligible to participate in this Federal program by:
        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

    a. *Posting of contact information*.

        1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

    b. *Provisions applicable to a recipient that is a private entity*.

        1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

            i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

            ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

            iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

        2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

            i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

            ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

                a) Associated with performance under this Grant; or

                b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2

CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

   i. Associated with performance under this Grant; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

   ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [exhibitA date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;
ii. Gross waste of Federal funds;
iii. An abuse of authority relating to implementation or use of Federal funds;
iv. A substantial and specific danger to public health or safety; or
v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
v. A court or grand jury;
vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

25. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Multi-Year Grants - Letter of Agreement.** The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 U.S.C. § 47108(a). The total United States share of the multi-year project is [Database: Estimated Federal cost of multi-year project - All years included] , and the project is planned to be funded in Fiscal Years [Database: List the fiscal years from Year 1 - End Year] . The conditions of this multi-year Grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this Grant Agreement:

    a. The maximum obligation for the current fiscal year stated in Condition No. 1, Maximum Obligation, of this Grant Agreement may be increased in accordance with Condition No. 18, Maximum Obligation Increase, provided the statutory permissions are met. Furthermore, the Sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsection b. of this condition.

    b. After an annual appropriations act is enacted funding the AIP and applicable calculations are determined, the FAA will issue a letter to the Sponsor amending the obligated amount for the multi-year Grant; however, such amount shall not exceed the United States' share of the total estimated cost of completion, except as provided in 49 U.S.C. § 47108(b). At such time when the FAA can calculate the funding and incur the obligation, the FAA will establish each fiscal year's maximum obligation in a letter to the Sponsor. The newly obligated amounts for each successive fiscal year will begin a new budget period (See Condition No. 2, Grant Performance). Funding and the associated Federal share for each fiscal year will be subject to the restriction on the use of such apportionments imposed on FAA by existing 49 U.S.C. § 47108 and future appropriations acts, unless otherwise stated in the annual appropriations act or another Act enacted into law.

    c. Under 49 U.S.C. § 47108(a), as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount pursuant to 49 U.S.C. § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation, including Federal share provided in future appropriations, for this project for each of the following fiscal years:

        1. FY–[Database: Fiscal Year] — [From Database: Amount Appropriated]
        2. FY–[Database: Fiscal Year] — [From Database: Amount Appropriated]
        3. FY–[Database: Fiscal Year] — [From Database: Amount Appropriated]

    d. The Sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this Grant Agreement and limitations of the law.

29. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

    a. House and maintain the equipment in a state of operational readiness on and for the airport;

    b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

c. Restrict the vehicle to on-airport use only;

d. Restrict the vehicle to the use for which it was intended; and

e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

30. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:

a. House and maintain the vehicle in a state of operational readiness for the airport;

b. Provide the necessary staffing and training to maintain and operate the vehicle;

c. Restrict the vehicle to airport use only;

d. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

e. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of grant funding; and

f. Submit a copy of the executed agreement to the FAA within 30 days of executing the agreement with the local government.

31. **Automated Weather Observing Systems (AWOS).**

The Sponsor understands that the FAA Air Traffic Organization (ATO), pursuant to 49 U.S.C. § 44502(e), will not take over the ownership, operation, or maintenance of any Sponsor-acquired AWOS equipment unless:

a. It was purchased between October 5, 2018, and December 31, 2021, or after January 1, 2022 by a Sponsor located in a non contiguous State;

b. The FAA determines the equipment meets FAA's performance specifications and acceptance criteria; and

c. The FAA agrees to take over the equipment under a transfer plan.

Furthermore, if the Sponsor meets the above criteria, then the Sponsor shall:

d. Within 60 calendar days of grant acceptance, enter into a Memorandum of Agreement (MOA) with the FAA to establish a transfer plan;

e. Develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation requirements for the AWOS if the Sponsor does not have an agreement with the FAA to take over the system within 30 days of commissioning in accordance with 49 U.S.C. § 44502(e);

f. Within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and

g. Provide for the continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment unless the equipment is transferred to the ATO under 49 U.S.C. § 44502(e). The Sponsor shall notify the Airports District Office or Regional Office once the transfer has been completed.

If the ATO does not agree to take over the equipment in the transfer plan within 60 days after the Sponsor accepted the grant offer, the Sponsor will have a 30 day option to either terminate

the Grant Agreement or the Sponsor will be required to operate and maintain the equipment in accordance with paragraphs (b)–(d) above.

32. **Non-Transferrable AWOS.** The sponsor acknowledges the equipment purchased with this Grant is not eligible for transfer at any time under 49 U.S.C. § 44502(e)(1) as it does not meet the required performance specifications and acceptance criteria in accordance with 49 U.S.C. § 44502(e)(2).
33. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
34. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
35. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
36. **Temporary Navigational Aids.** The Sponsor agrees that [Enter Type of Equipment] equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction, completion of this project, or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport as directed by the FAA.
37. **Notice to Proceed - Property Interest Acquired.** The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
38. **Title Evidence.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) [Enter parcel number(s) and other land identifying information] until title evidence has been submitted to, and found to be satisfactory by the FAA, subject to no liens, encumbrances, reservations, or exceptions which, in the opinion of the FAA, might create an undue risk or interference with the use and operation of the airport.
39. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
40. **Environmental.** The environmental approval for this project was issued on [Enter Approval Date] This project includes the following mitigation measures:

    [Enter Mitigation Measures]

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

41. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

42. **Friction Measuring Devices.** The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

43. **Security Cameras and/or CCTVs.** The Sponsor hereby certifies it has requested Transportation Security Administration (TSA) funding for security cameras and/or Closed-Circuit Televisions (CCTVs) outside the scope of the airport's 49 CFR Part 1542 plan but TSA denied the request in writing on ___[Enter Date]___. The Sponsor further certifies cameras and/or CCTVs acquired and installed under this Grant will be for the sole use of the airport Sponsor and its personnel for airport purposes. Equipment purchased and installed under this Grant may not be operated by TSA, airlines, or other Federal, State, or municipal agencies except those included in a mutual aid agreement that provides active surveillance and incident response.

44. **Instrument Landing System and Associated Equipment in Project.** The Sponsor agrees that it will:

    a. Prior to commissioning, assure the equipment meets the FAA's standards; and

    b. To remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

45. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.

46. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

47. **Future Development Land.** The Sponsor agrees to perform the airport development which requires this land acquisition within [Enter Number of Years (20 or less)] years of this Grant Agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within [Enter Number of Years] for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater.

48. **Master Plan Coordination.** The Sponsor agrees to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become

available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

49. **Airport Layout Plan Coordination.** The Sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

50. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

51. **Site Selection.** The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.

52. **Airports Geographic Information System (GIS) Survey.** If the Airport's GIS survey is not reflected on an updated Airport Layout Plan (ALP) that meets FAA requirements within four (4) years from the date of the Phase 1 grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the Sponsor may be required to repay that portion of this Grant that relates to the survey work.

53. **Utilities Proration.** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the [Enter Utility Name] included in the project must not exceed [Enter Percent (Numerical Value)] percent.

54. **Utility Relocation in Project.** The Sponsor understands and agrees that:

    a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

    b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and

    c. The utilities exclusively serve the Airport.

55. **Obstruction Removal.** The Sponsor agrees to clear Parcel(s) [Enter Parcel Numbers], as shown on Exhibit "A" Property Map, of the following obstructions: [Enter All Obstructions] prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

56. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

    a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control

provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

57. **Preliminary Engineering.** This Phase 1 Grant is being issued in order to [Enter Justification for Preliminary Engineering].

The Sponsor understands and agrees that within two (2) years from the execution of this Grant Agreement that the Sponsor will accept a grant to complete the final design phase for the Project identified in the Airport Capital Improvement Plan, subject to the availability of Federal funding. The Sponsor further understands that if the FAA has provided Federal funding to complete the final design for the Project, and the Sponsor has not completed the final design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

58. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C §§ 47105(c) or 47114(d)(5).

59. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

60. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

61. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

62. **Acquisition of and Future Interest in the Runway Protection Zone.** The Sponsor agrees that it will acquire [Enter the Fee Title or Easement] in the Runway Protection Zones for runways that presently are not under its control within [Enter Number of Years] years of this Grant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

63. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment included in this Grant:

    a. Will be maintained and used at the airport for which they were purchased;

    b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA; and

    c. Will be replaced, at the Sponsor's own cost, if disabled or seriously damaged during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the remaining portion of the useful life of the damaged vehicle or equipment, or life of Airport Emissions Reduction Credits (AERC) (if earned), whichever is longer.

    d. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

64. **Recharging Systems Under Voluntary Airport Low Emissions (VALE) - Use and Operation Requirements.** The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the Federal share of the recharging project if the Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.

65. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the [Enter Name of Work Item] included in the project must not exceed [Enter Percent (Numerical Value)] percent of the actual cost of the entire building.

66. **Acquisition of Noise Land.** The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA in accordance with Airport Sponsors Grant Assurance 31, as codified at 49 U.S.C. § 47107(c)(2). It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.

67. **Annual Noise Report.** As a condition of this AIP Grant, the Sponsor agrees to provide to the FAA an annual report of funds expended and actions associated with this Grant within 90 days following the end of each Federal fiscal year the Grant remains open. The report must provide the following information:

    a. Total noise grant funds expended during the fiscal year;

    b. Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP);

    c. Number of parcels mitigated by noise contour and Program Element as identified in the Sponsor's NCP;

    d. Total number of people impacted by the Sponsor's NCP by Day/Night Noise Level (DNL) contour and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP;

    e. A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map;

    f. A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP; and

    g. Other information as required by the FAA.

68. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

69. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.

70. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for [Enter Project Name]; and the parties agree that within [Enter Number of Days] days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for [Enter Project Being Bid] contained within the project description, which is more fully described in the Project Application. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

71. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

72. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

73. **Force Account.** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to the Sponsor incurring costs and that no reimbursement payments will be made on that portion of this Grant until the Sponsor has received FAA approval for the force account information.

74. **Program Income and Revenue from Real Property.** The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this Grant received while the Grant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the Grant is closed, all net revenues produced from real property purchased in part with Federal funds in this Grant must be used on the airport for airport planning, development, or operating expenses in accordance with 49 U.S.C. §§ 47107(b) and 47133. This income may not be used for the Sponsor's matching share of any grant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.

75. **Uniform Relocation Act.** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs, as further required in accordance with Airport Sponsors Grant Assurance 35 and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 21, as applicable.

76. **Ineligibility of Previously Mitigated Structures.** The Sponsor understands and agrees that AIP funds may only be applied to mitigate noise impacts with sound insulation treatment for eligible structures under 14 CFR Part 150 one single time and that no structures in this grant have been previously mitigated through the installation of sound insulation treatment using AIP funds.

77. **Appropriations Report Exception for Previously Insulated Structures.** The Sponsor understands and agrees that AIP funds may only be applied to eligible residential buildings under 14 CFR Part 150 that also were previously mitigated with sound insulation treatment prior to 1993, provided the Sponsor submits to the FAA evidence the residential building continues to fall within an existing day-night average sound level (DNL) 65 decibel (dB) contour and have an interior noise level of DNL 45 dB or higher. Residential buildings eligible under this special condition are limited to the purchase and installation of sound insulation treatments for windows and doors that conform to currently published FAA standards that would achieve a measurable reduction in interior noise levels.

78. **Noise Projects on Privately Owned Property.** The Sponsor understands and agrees that no payment will be made under the terms of this Grant Agreement for work accomplished on privately owned land until the Sponsor submits the Agreement with the owner of the property required by the Airport Sponsors and Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Grant Assurance 5, Preserving Rights and Powers, and Planning Agency Sponsors Grant Assurance 4, Preserving Rights and Powers, and the FAA has determined that the Agreement is satisfactory. At a minimum, the Agreement with the private owner must contain all the following provisions:

    a. The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests;

    b. The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items;

    c. If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds; and

    d. The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures.

79. **Non-AIP Work in Application.** The Sponsor understands and agrees that:

    a. The Project Application includes the planning and/or construction of [Enter Description of Non-Grant Work] that is not being funded with any Federal funding in this project;

    b. Although the Sponsor has estimated a total project cost of $[Enter Total Project Amount - All eligible and non-eligible work], the total allowable cost for purposes of determining Federal

participation equals $[Enter Allowable Project Costs - all eligible costs, all phases, federal and non-federal share];

c. It must maintain separate accounting of cost records for AIP and non-AIP work;

d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and

e. All non-AIP work is the sole responsibility of the Sponsor.

80. **Preliminary Scope of Work.** This Grant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Grant, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in this Grant or in the project application is in respect to the final scope of work.

81. **Fueling System - Use and Operation Requirements.** This project includes the installation of a new aviation fueling system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, specifically Grant Assurances 24 and 25, codified at 49 U.S.C. § 47107(a)(13) and §§ 47107(b) and 47133, respectively, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended). The fueling system established under this Grant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year grant expected life, including meeting all local, state, and Federal regulations related to the fueling system.

82. **Revenue Producing Project.** The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for the two fiscal years following the fiscal year in which this Grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the Grant Assurances, 49 U.S.C. § 47133, and FAA's Policy and Procedures Concerning the Use of Airport Revenue (64 FR 7696, as amended).

83. **Privately Owned Airports.** The Sponsor understands and agrees that the portion of the airport dedicated for airport use as shown on the approved Exhibit "A" Airport Property Map dated [Enter MM/DD/YYYY of Exhibit "A"] must not be sold, exchanged, the title encumbered, or its use changed to a non-airport use without the written consent of the FAA.

    The Sponsor further understands and agrees that the portion of the airport NOT dedicated to airport use, but financially contributing to the overall viability of the airport (as shown on Exhibit "A" Airport Property Map) must continue to support the operation of the airport for a period of [Enter Number of Years (Minimum 10 Years)] years from the date of this Grant.

84. **Compatible Land Use Planning and Projects.** The Sponsor agrees and understands that:

    a. It will achieve, to the maximum extent possible, compatible land uses consistent with Federal land use compatibility criteria in 14 CFR Part 150, and those compatible land uses will be maintained;

    b. It will provide, in the case of a planning grant, a land use plan that:

1. Is reasonably consistent with the goal of reducing existing non-compatible land uses and preventing the introduction of additional non-compatible land uses;
2. Addresses ways to achieve and maintain compatible land uses, including zoning, building codes, and any other land use compatibility measures identified under 49 U.S.C. § 47504(a)(2), that are within the authority of the Sponsor to implement;
3. Uses noise contours provided by the airport operator that are consistent with airport operation and planning, including any noise abatement measures adopted by the airport operator as a part of its own noise mitigation efforts;
4. Does not duplicate, and is not inconsistent with, the airport operator's noise compatibility measures for the same area; and
5. Has been approved jointly by the airport owner or operator and the Sponsor.

c. It will make provision to implement, or it has implemented, those elements of the plan ineligible for Federal financial assistance.

85. **Acquiring ARFF Vehicle in Excess of Minimum Standards.** This Grant is based in part on mitigating site-specific risks and protecting passengers based on current or reasonably forecast aeronautical activity levels. The certificate holder (Sponsor) will have and maintain a sufficient number of adequately trained personnel and sufficient financial resources to operate and maintain the associated equipment for its intended, on-airport purpose. This Grant does not set a precedent for future FAA support of similar equipment, particularly if aeronautical activity levels change.

86. **Payment Restriction - Legal Issue.** The Sponsor understands that, at the time of this Grant, the FAA is aware of a potential legal issue related to the Sponsor's procurement action for the project funded with this Grant. By accepting this Grant, the Sponsor agrees the FAA will not make, nor be obligated to make, any payments under this Grant until the Sponsor provides documentation satisfactory to the FAA that any pending legal matters related to the Sponsor's procurement action for the project under this Grant have been concluded. The Sponsor further understands, acknowledges, accepts, and agrees that:

a. It assumes all legal and financial risks if it elects to proceed with the project implementation resolution of the procurement related legal matters;

b. The FAA may determine that legal costs are unallowable for reimbursement under this Grant if the costs are related to legal proceedings associated with the procurement action; and

c. The Sponsor will be required to return any funds for costs the FAA subsequently determines unallowable.

87. **Land Reimbursement Credit.** The Sponsor understands and agrees that the following property parcels are being claimed as credit for matching share under this Grant:

[Insert Parcel #, No. of acres]

These parcels become obligated airport property that must be depicted on a current Exhibit "A" Property Map. As part of this project, the Sponsor agrees to update the Exhibit "A" Property Map in a manner conforming to standards satisfactory to the FAA and which properly reflects the property parcels the Sponsor is claiming as matching share.

The Sponsor agrees that no payments will be made on the Grant until the Sponsor:

a. Presents evidence to the FAA that it has recorded the Grant Agreement and associated Grant Assurances in the public land records of the county courthouse; and
b. Submits, to FAA's satisfaction, an update to the Exhibit "A" Property Map which reflects the property tracts that are being used as credit toward the Sponsor's share for this grant and any previous grants.

If within 18 months of grant execution, the sponsor has yet to update the Exhibit "A" Property Map to the standards satisfactory to the FAA, the FAA may rescind this Grant Agreement and recover the funds awarded under this Grant.

88. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

89. **Usable Unit of Development**. The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this grant agreement must be incorporated into a safe, useful, and usable unit of development.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

[sponsor name]
_____
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __[state name]__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances

regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]
f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]
g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in

the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance

with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

    1. Operating the airport's aeronautical facilities whenever required;

    2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

    3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and

signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility

project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of

space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C.

§§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

    The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

    1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

    2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

    "The (**[sponsor name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin

(including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [project application date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26

and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Washington State Department of Transportation

Grant Agreement Washington Airport Aid Program	Public Entity and Address
Airport Name	
Maximum State Grant Obligatic $	

THIS AGREEMENT, made and entered into this _____ day of _____ , _____ , between the STATE OF WASHINGTON, acting by and through the Aviation Division, Department of Transportation, (hereinafter the “STATE”) and the above named Public Entity, (hereinafter the "PUBLIC ENTITY").

WHEREAS, the Public Entity has submitted to the State for Subvention of the Washington Airport Aid Program for (acquisition and/or development) of the _____ Airport together with the plans and specifications for such project, which project application has been approved by the State and is hereby incorporated herein and made a part hereof;

WHEREAS, the State has approved a project for development of the airport consisting of the following described airport development:

Project Number **Detailed Breakdown By Items**

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the State Act, and in consideration of the (a) Public Entity's adoption and ratification of the representations and assurances contained in said project application, and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to pay as its allowable costs incurred in accomplishing the project.

The terms and conditions of this grant agreement are as follows:

The maximum obligation of the State payable under this grant shall be _____.

The Public Entity shall:

1. Deposit in an Aviation Fund for said airport, at least $ _____ to match the State's participation in said project.
2. Carry out and complete the project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the state.
3. In connection with the acquisition of real property for the project, the Public Entity shall secure at least two written appraisals by competent, experienced appraisers who are members of a recognized professional appraisal organization and shall not pay in excess of the highest appraisal without the written consent of the state except as otherwise directed by a court of competent jurisdiction after contested trial and judgment not resulting from an agreement between the parties.

4. No state funds will be paid to the Public Entity in any case until it certifies in writing that it has Aviation Funds for said airport in an amount equal to the state's participation, or the amount designated in paragraph (1) above, which deposited amount will be used solely for the purpose in question.

5. The Public Entity agrees to hold said airport open to the flying public during the useful life of the facilities developed under this project; that no exclusive operating or use agreements shall be granted to any person, company, or corporation; that failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Washington money expended in behalf of the project to the State of Washington with reasonable interest. Further, the Public Entity agrees to keep the facility open during the useful life of the project or for a stated term of years, whichever is longer, as determined by the Aviation Division.

6. The Public Entity will make no charge to the State or its agencies for a limited, but reasonable, amount of state agency use or for state activity in search and rescue. And, further, RCW 47.68 is followed to best serve the public.

The allowable cost of the project shall not include any cost determined by the State to be ineligible for consideration as to allowability.

The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Public Entity.

This offer shall expire and the State shall not be obligated to pay any part of the costs of the project unless this agreement has been accepted by the Public Entity on such subsequent date as are prescribed in writing by the State, in the approval letter for each project.

Except for those projects receiving both state and federal aid, the following inspection scheduled, and reporting system will be required:

A. Inspection Schedule and Reporting system will vary for each project. Basically, the inspection schedule will be placed on a quarterly basis. On project taking less than three (3) months, the Public Entity will be required to make reports and be inspected on the following schedule:

   1. Public Entity project commencement date.

   2. Public Entity report project completion date and request final inspection.

   3. State will make final inspection and sign-off project as completed.

   4. State will arrange for audit of account in accordance with regularly scheduled audit program.

B. Projects taking over three (3) months will be set up on a quarterly inspection and progress report system. The Public Entity will be required to make reports and be inspected on the following schedule:

   1. Report project commencement date.

   2. Public Entity will make a three (3) months progress report. This will be a letter report giving percentage of project completed, fund expenditures to date, and short narrative of the project progress, problems encountered and plans for project completion.

   3. State will make quarterly project inspections and prepare the report of inspection. A copy of the report will be delivered to the Public Entity.

   4. Public Entity will make report of completion of project and request final inspection.

   5. State will make final inspection and sign-off as completed.

   6. State will arrange for audit of account in accordance with regularly scheduled audit program.

It should be made clear that a violation of any of the terms of the Grant Agreement will leave the State free to choose among one or more of the following remedies:

A. The withholding of any future airport aid, and/or

B. The return of grant funds awarded as an action for specific performance, and/or

C. Enforcement of the commitment made by the applicant.

The Public Entity's acceptance of this offer and ratification and adoption of the project application incorporated herein shall be evidenced by execution of this instrument by the Public Entity, as hereafter provided, and said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State and the Public Entity with respect to the accomplishment of the project and the operation and maintenance of the airport. Such allocation agreement shall become effective upon the Public Entity's acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

By: _____
Director, Aviation Division

The _____ does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, _____.

Name of Public Entity: _____

By: _____

Title: _____

VICINITY MAP

CP2335, Automated Weather Observing System (AWOS), Beacon & Emergency Generator

Printed Date: 9/30/2019
Map Created by City of Auburn eGIS
Imagery Date: May 2015

Approximate location of new beacon.

Example image

AUBURN MUNICIPAL AIRPORT

Approximate location of new AWOS.

Example image

Approximate location of new standby generator.

Example image

30TH ST NW
30TH ST NE
28TH ST NE
26TH ST NE
24TH ST NE
16TH ST NE
15TH ST NE
14TH ST NW
14TH ST NE
AUBURN WAY N
B ST NW
D ST NE
E ST NE

1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.