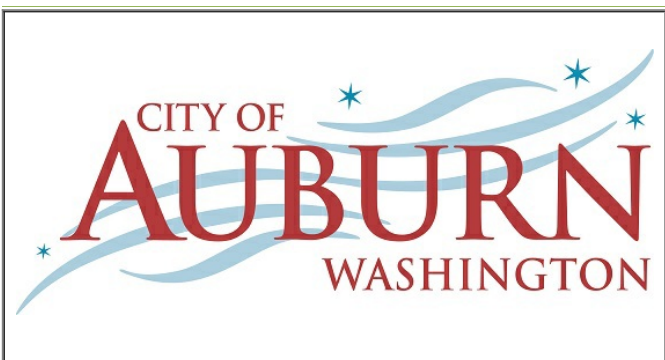


|                                                                                   |                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>City Council Meeting</b><br/> <b>April 18, 2022 - 7:00 PM</b><br/> <b>City Hall Council Chambers and Virtual</b><br/> <b>AGENDA</b><br/> <b>Watch the meeting LIVE!</b></p> <p><b>Watch the meeting video</b><br/> Meeting videos are not available until 72<br/> hours after the meeting has concluded.</p> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**I. CALL TO ORDER**

**II. PUBLIC PARTICIPATION**

**1. Public Participation**

The Auburn City Council Meeting scheduled for Monday, April 18, 2022 at 7:00 p.m. will be held in person and virtually.

Virtual Participation Link:

To attend the meeting virtually please click one of the below links, enter the meeting ID into the Zoom app, or call into the meeting at the phone number listed below. The link to the Virtual Meeting is:

Zoom: <https://us06web.zoom.us/j/81463223855>

The public can also view the meeting on YouTube:

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

To join the meeting by phone, please use the below call-in information:

253 215 8782  
877 853 5257 (Toll Free)

Webinar ID: 814 6322 3855

**A. Pledge of Allegiance**

**B. Roll Call**

**III. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

**IV. APPOINTMENTS**

**A. Transportation Advisory Board Appointment**

City Council to confirm the appointment of Patricia Larson to the Transportation Advisory Board, serving as the Senior Citizen representative, for a three year term expiring December 31, 2024.

**(RECOMMENDED ACTION: Move to approve the appointment to the Transportation Advisory Board for a three year term to expire on December 31, 2024.)**

**V. AGENDA MODIFICATIONS**

**VI. 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.

The public can provide comments in-person or submit written comments in advance of the scheduled meeting. 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.)**

**VII. 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 Baggett)
2. Preservation Funding (Chair Stearns)

## VIII. **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 4, 2022 Regular City Council Meeting
- B. Claims Vouchers (Thomas)  
Claims voucher list dated April 18, 2022 which includes voucher numbers 467482 through 467651, in the amount of \$3,675,709.39 and three wire transfers in the amount of \$617,336.04
- C. Payroll Vouchers (Thomas)  
Payroll check numbers 539350 through 539356 in the amount of \$82,925.15, electronic deposit transmissions in the amount of \$2,489,159.11 also a special payroll for Police Non Commissioned Retention Bonuses with electronic deposit transmission in the amount of \$50,174.54 for a grand total of \$2,622,258.80 for the period covering March 31, 2022 to April 13, 2022
- D. Setting the Date for Public Hearing for MCI Communications Services, LLC Franchise Agreement (Gaub)  
City Council to set date for Public Hearing for Franchise Agreement No. FRN21-0005 for MCI Communications Services, LLC Telecommunications Franchise

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

## IX. **UNFINISHED BUSINESS**

## X. **NEW BUSINESS**

## XI. **RESOLUTIONS**

- A. Resolution No. 5658 (Tate)  
A Resolution expressing intent to explore annexation of certain real property located within the City of Kent, commonly referred to as the Bridges, pursuant to RCW 35.10.217

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5658.)**

- B. Resolution No. 5661 (Travis)  
A Resolution ratifying the Mayor's execution of an amendment to the interlocal agreement between the City of Auburn and the City of Pacific for Information Technology Services

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5661.)**

- C. Resolution No. 5662 (Gaub)  
A Resolution authorizing three grant agreements with the Federal Aviation Administration for Project No. CP2213, Runway and Taxiway Improvements and Runway Safety Area

**(RECOMMENDED ACTION: Move to adopt Resolution No. 5662.)**

## **XII. 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.*

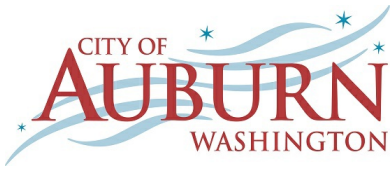
**A. From the Council**

**B. From the Mayor**

## **XIII. 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 4, 2022 Regular City Council Meeting

**Department:**

Administration

**Attachments:**

[04-04-2022 City Council Meeting Meetings](#)

**Date:**

April 14, 2022

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

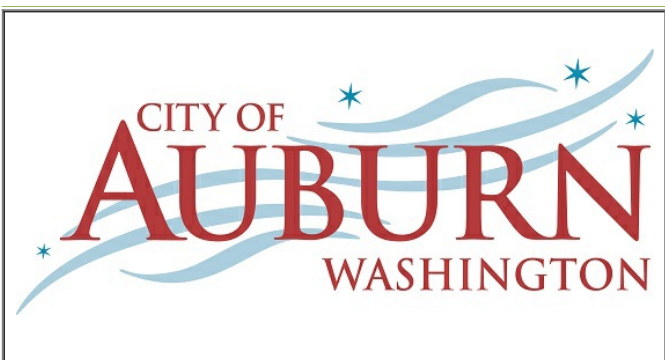
Revised Budget: \$0

**Administrative Recommendation:****Background for Motion:****Background Summary:****Reviewed by Council Committees:****Councilmember:**

**Meeting Date:** April 18, 2022

**Staff:**

Item Number: CA.A

|                                                                                   |                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>City Council Meeting</b><br/> <b>April 4, 2022 - 7:00 PM</b><br/> <b>City Hall Council Chambers and Virtual</b><br/> <b>MINUTES</b><br/> <b>Watch the meeting LIVE!</b></p> <p><b>Watch the meeting video</b><br/> Meeting videos are not available until 72<br/> hours after the meeting has concluded.</p> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## I. **CALL TO ORDER**

## II. **PUBLIC PARTICIPATION**

### 1. Public Participation

The City Council Meeting was held in person and virtually.

#### A. **Pledge of Allegiance**

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Council Chambers of Auburn City Hall, 25 West Main Street and led those in attendance in the Pledge of Allegiance.

#### B. **Roll Call**

Councilmembers present: Councilmember Baggett, Councilmember Mulenga, Councilmember Stearns, Councilmember Trout-Manuel.

Deputy Mayor Jeyaraj, Councilmember Baldwin, and Councilmember Brown were excused.

Department directors and staff members present include: City Attorney Kendra Comeau, Chief of Police Mark Caillier, Director of Administration Dana Hinman, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Commander David Colglazier, Director of Parks, Arts and Recreation Daryl Faber Business, Director of Innovation and Technology David Travis, Systems Analyst Chrissy Malave and Deputy City Clerk Hannah Scholl.

## III. **ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

Mayor Backus made a Land Acknowledgment to the Muckleshoot Indian Tribe.

#### A. **Proclamation - Sexual Assault Awareness Month**

Mayor Backus to proclaim April 2022 as "Sexual Assault Awareness Month" in the City of Auburn

Mayor Backus read and proclaimed April 2022 as "Sexual Assault

Awareness Month" in the City of Auburn.

Karen Cope, Paraeducator with King County Sexual Assault Resource Center accepted the proclamation. She thanked the Mayor and City for their support.

B. Proclamation - National Public Safety Telecommunicators Week

Mayor Backus to proclaim April 10-16, 2022 as "National Public Telecommunicators Week" in the City of Auburn

Mayor Backus read and proclaimed the week of April 10, 2022 as "National Public Safety Telecommunicators Week" in the City of Auburn.

C. Proclamation - Sikh Heritage Day

Mayor Backus to proclaim April 14, 2022 as "Sikh Heritage Day" in the City of Auburn

Mayor Backus read and proclaimed April 14, 2022 as "National Sikh Heritage Day" and April 2022 as "National Sikh Heritage Month" in the City of Auburn.

D. Proclamation - Arbor Day

Mayor Backus to proclaim April 19, 2022 as "Arbor Day" in the City of Auburn

Mayor Backus read and proclaimed April 19, 2022 as "Arbor Day" in the City of Auburn.

Director Faber accepted the proclamation and encouraged the community to come out to the Tulip Tree Planting event on April 19th.

#### IV. APPOINTMENTS

A. Reappointments to Boards & Commissions

City Council to reappoint Mike Harbin to the Transportation Advisory Board to serve a new three year term expiring December 31, 2024.

Councilmember Trout-Manuel moved and Councilmember Baggett seconded to reappoint Mike Harbin to a three year term to expire on December 31, 2024.

MOTION CARRIED UNANIMOUSLY. 4-0

B. Junior City Council Appointment

City Council to confirm the appointment of Savannah Lueck to the Junior City Council for a two year term to expire August 31, 2023.

Councilmember Baggett moved and Councilmember Stearns seconded to appoint Savannah Lueck to a two year term to expire on August 31, 2023.

MOTION CARRIED UNANIMOUSLY. 4-0

## V. AGENDA MODIFICATIONS

New Business was added to the agenda.

## VI. 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 of the scheduled meeting.

Paul Smith 12910 SE 240th St. Kent

Mr. Smith expressed his concerns related to Veterans Memorial Wall.

Bob Zimmerman 33029 46th PL S Auburn

Mr. Zimmerman expressed his concerns about the code violations in his neighborhood.

Virginia Haugen 2503 R ST SE Auburn

Ms. Haugen expressed her concerns about masks and vaccinations.

Waylon Menzia 719 R St NE Auburn

Mr. Menzia expressed his appreciation for the City's response during the pandemic and for the proclamations.

Written comments were received by Ron Seltun regarding concerns with Waste Management.

### B. Correspondence

There was no correspondence for Council to review.

## VII. 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 Baggett)

Councilmember Baggett, Chair of the Finance ad hoc committee, reported he and Councilmember Baldwin have reviewed the claims and payroll vouchers described on the agenda this evening and recommended their approval.

## 2. Preservation Funding (Chair Jeyaraj)

Councilmember Stearns, Chair of the Preservation Funding ad hoc committee reported the committee met Thursday March 31st. They discussed sources of funding for Street Preservation projects. The committee will report back to Council April 25th, 2022.

## VIII. **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 21, 2022 Regular City Council Meeting
- B. Minutes of the March 14, 2022 and March 28, 2022 Study Session Meetings
- C. Claims Vouchers (Thomas)  
Claims Voucher list dated April 4, 2022 which included voucher numbers 467341 through 467481, in the amount of \$4,951,875.49, and six wire transfers in the amount of \$1,095,592.98
- D. Payroll Voucher (Thomas)  
Payroll check numbers 539345 through 539349 in the amount of \$552,116.71, electronic deposit transmissions in the amount of \$2,209,451.33, for a grand total of \$2,761,568.04 for the period covering March 17, 2022 to March 30, 2022
- E. Convert Grant-Funded Administrative Assistant from Part-Time to Full-Time Limited Term Position

Councilmember Trout-Manuel moved and Councilmember Mulenga seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 4-0

## IX. **UNFINISHED BUSINESS**

There was no unfinished business.

- A. New Business

Councilmember Trout-Manuel moved and Councilmember Baggett seconded to suspend the categories "Other Discussion Items" and "New Business" from the Study Session Agendas for the remainder of 2022 to allow staff to study the impact of recently passed legislation involving the OPMA.

MOTION CARRIED UNANIMOUSLY. 4-0

## **X. ORDINANCES**

### **A. Ordinance No. 6852 (Gaub)**

An Ordinance authorizing Franchise Agreement No. FRN21-0006 for New Cingular Wireless PCS, LLC

Councilmember Stearns moved and Councilmember Mulenga seconded to adopt Ordinance No. 6852.

MOTION CARRIED UNANIMOUSLY. 4-0

### **B. Ordinance No. 6853 (Tate)**

An Ordinance amending Section 14.22.060 of the Auburn City Code (ACC) to create an exception to the Comprehensive Plan Amendment Process for Annexations

Councilmember Stearns moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6853.

MOTION CARRIED UNANIMOUSLY. 4-0

### **C. Ordinance No. 6856 (Caillier)**

An Ordinance amending Section 10.36.268 of the Auburn City Code (ACC) related to vehicle parking for persons with disabilities

Councilmember Mulenga moved and Councilmember Trout-Manuel seconded to adopt Ordinance No. 6856.

MOTION CARRIED UNANIMOUSLY. 4-0

## **XI. RESOLUTIONS**

### **A. Resolution No. 5659 (Faber)**

A Resolution authorizing submission of a grant application to the Washington State Historical Society for grant funding for Phase Two of the Auburn Arts & Culture Center

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Resolution No. 5659.

MOTION CARRIED UNANIMOUSLY. 4-0

### **B. Resolution No. 5660 (Caillier)**

A Resolution authorizing the Mayor to accept a grant award from the Washington Association of Sheriffs and Police Chiefs for behavioral health support and suicide prevention for law enforcement officers

Councilmember Trout-Manuel moved and Councilmember Mulenga seconded to adopt Resolution No. 5660.

MOTION CARRIED UNANIMOUSLY. 4-0

C. Resolution No. 5657 (Gaub)

A Resolution authorizing the Mayor to execute an agreement between the City of Auburn and King County, Metro Transit Department relating to Safe Routes to Transit Program Capital Improvements

Councilmember Stearns moved and Councilmember Baggett seconded to adopt Resolution No. 5657.

MOTION CARRIED UNANIMOUSLY. 4-0

**XII. 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 Trout-Manuel reported she met with the Children and Youth Advisory Board.

Councilmember Stearns reported he attended the signing of House Bill 1725 related to the Murdered and Missing Indigenous Women Task Force.

**B. From the Mayor**

Mayor Backus reported she attended the Regional Leadership Conference for the Seattle Metropolitan Chamber, the Regional Policy Committee, opening day for Little League at Auburn High School and the Noon Lions annual dinner and auction.

**XIII. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 7:55 p.m.

APPROVED this 18th day of April, 2022.

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NANCY BACKUS, MAYOR

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Hannah Scholl, Deputy City Clerk

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



## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Claims Vouchers (Thomas)

**Date:**

April 13, 2022

**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 18, 2022 which included voucher numbers 467482 through 467651, in the amount of \$3,675,709.39 and three wire transfers in the amount of \$617,336.04.

**Reviewed by Council Committees:**

**Councilmember:** Baggett

**Staff:**

Thomas

**Meeting Date:** April 18, 2022

Item Number:

CA.B





## AGENDA BILL APPROVAL FORM

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**Agenda Subject:**

Payroll Vouchers (Thomas)

**Date:**

April 12, 2022

**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 539350 through 539356 in the amount of \$82,925.15, electronic deposit transmissions in the amount of \$2,489,159.11 also a special payroll for Police Non Commissioned Retention Bonuses with electronic deposit transmission in the amount of \$50,174.54 for a grand total of \$2,622,258.80 for the period covering March 31, 2022 to April 13, 2022.

**Reviewed by Council Committees:**

**Councilmember:** Baggett

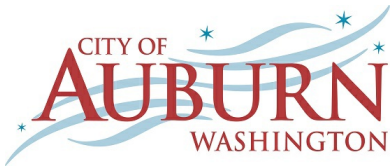
**Staff:**

Thomas

**Meeting Date:** April 18, 2022

Item Number:

CA.C



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Setting the Date for Public Hearing for MCI Communications Services, LLC Franchise Agreement (Gaub)

**Date:**

April 11, 2022

**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. FRN21-0005 for MCI Communications Services, LLC Telecommunications Franchise for May 2, 2022, at 7:00 pm.

**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. FRN21-0005 for MCI Communications Services, LLC Telecommunications Franchise for May 2, 2022 at 7:00 pm.

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

MCI Communications Services, LLC has applied for a new franchise agreement to continue to operate their existing fiber optic telecommunications located in the public way in seven east/west road crossings through the Union Pacific Rail Road property that runs north/south through the City, and various locations in the public way in downtown Auburn as their current franchise agreement is set to expire in the near future. MCI Communications Services, LLC currently provides interexchange services and long distance services to consumer and business customers from the existing facilities. The proposed agreement is consistent with the City's standard franchise agreement language.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:**

Gaub

**Meeting Date:** April 18, 2022

Item Number:

CA.D





## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5658 (Tate)

**Date:**

March 29, 2022

**Department:**

Community Development

**Attachments:**

[Resolution No. 5658](#)

[Exhibit A - Map of Property](#)

[Bridges Overview Memo](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Resolution No. 5658.

**Background for Motion:**

Resolution No. 5658 expresses the City's intent to explore annexation of The Bridges property, which is currently within the City of Kent's corporate boundaries, but surrounded entirely by the City of Auburn.

**Background Summary:**

The property subject of this resolution, commonly referred to as The Bridges, is located within the corporate boundaries of Kent, but surrounded entirely by the City of Auburn. Over the years, community members have expressed an interest in the de-annexation by Kent, and annexation by Auburn. This resolution gives the City of Auburn the authority to formally explore community interest by asking members of the Living at Bridges Homeowners Association, along with other stakeholders, whether they support annexation, with the results reported back to the City Council.

Additionally, the cities of Auburn and Kent would work together to ensure that The Bridges infrastructure meets appropriate regulatory requirements and maintenance standards, including the undeveloped portions of the property.

**Reviewed by Council Committees:**

**Councilmember:** Mulenga

**Staff:**

Tate

**Meeting Date:** April 18, 2022

Item Number:

RES.A

**RESOLUTION NO. 5658**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
AUBURN, WASHINGTON, EXPRESSING INTENT TO  
EXPLORE ANNEXATION OF CERTAIN REAL PROPERTY  
LOCATED WITHIN THE CITY OF KENT, COMMONLY  
REFERRED TO AS THE BRIDGES, PURSUANT TO RCW  
35.10.217

WHEREAS, RCW 35.10.217(2) authorizes the legislative body of a city on its own initiative by resolution to indicate its desire to be annexed to a city in whole or in part, which annexation shall become effective upon the adoption of a resolution by the other city concurring in the annexation; and

WHEREAS, the Subject Property, commonly referred to as the “Bridges,” is a community located on Lea Hill and within the City of Kent’s municipal limits, but surrounded entirely by the City of Auburn, as shown on attached Exhibit A; and

WHEREAS, some community members have expressed an interest in the de-annexation of the Subject Property from Kent and annexation of the Subject Property to Auburn, which is consistent with discussions that have occurred between the cities of Kent and Auburn since 2019; and

WHEREAS, the cities of Auburn and Kent have been, and will continue, working collaboratively to ensure that the Bridges infrastructure meets appropriate regulatory requirements and maintenance standards if the property is annexed to Auburn; and

WHEREAS, some portions of the Subject Property remain undeveloped, which is cause to consider transferring regulatory and infrastructure authority and responsibilities to the City of Auburn given that the Bridges is surrounded by Auburn residents; and

WHEREAS, the City Council desires for representatives from the cities of Auburn and Kent to formally explore community interest by asking the Living at Bridges Homeowners Association, along with other stakeholders, whether members support annexation of the Subject Property to Auburn, with the results to be reported to each respective City Council; and

WHEREAS, the cities of Auburn and Kent commit to coordinate and cooperate with respect to any issues affecting the cities related to annexation/de-annexation, as well as collaborate on all information and communication shared with the public; and

WHEREAS, contemporaneous with the Auburn City Council's consideration of this Resolution, the City of Kent is considering this same expression of intent to explore annexation/de- annexation because of the mutual benefits to both cities and their common infrastructure needs; and

WHEREAS, in the event that de-annexation and annexation move forward, the cities will follow the resolution process set forth in RCW 35.10.217.

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

**Section 1.** The Auburn City Council directs City Staff to explore community interest in the de-annexation of the Subject Property from Kent and annexation to Auburn, with the results to be reported to the City Council.

**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: \_\_\_\_\_

CITY OF AUBURN

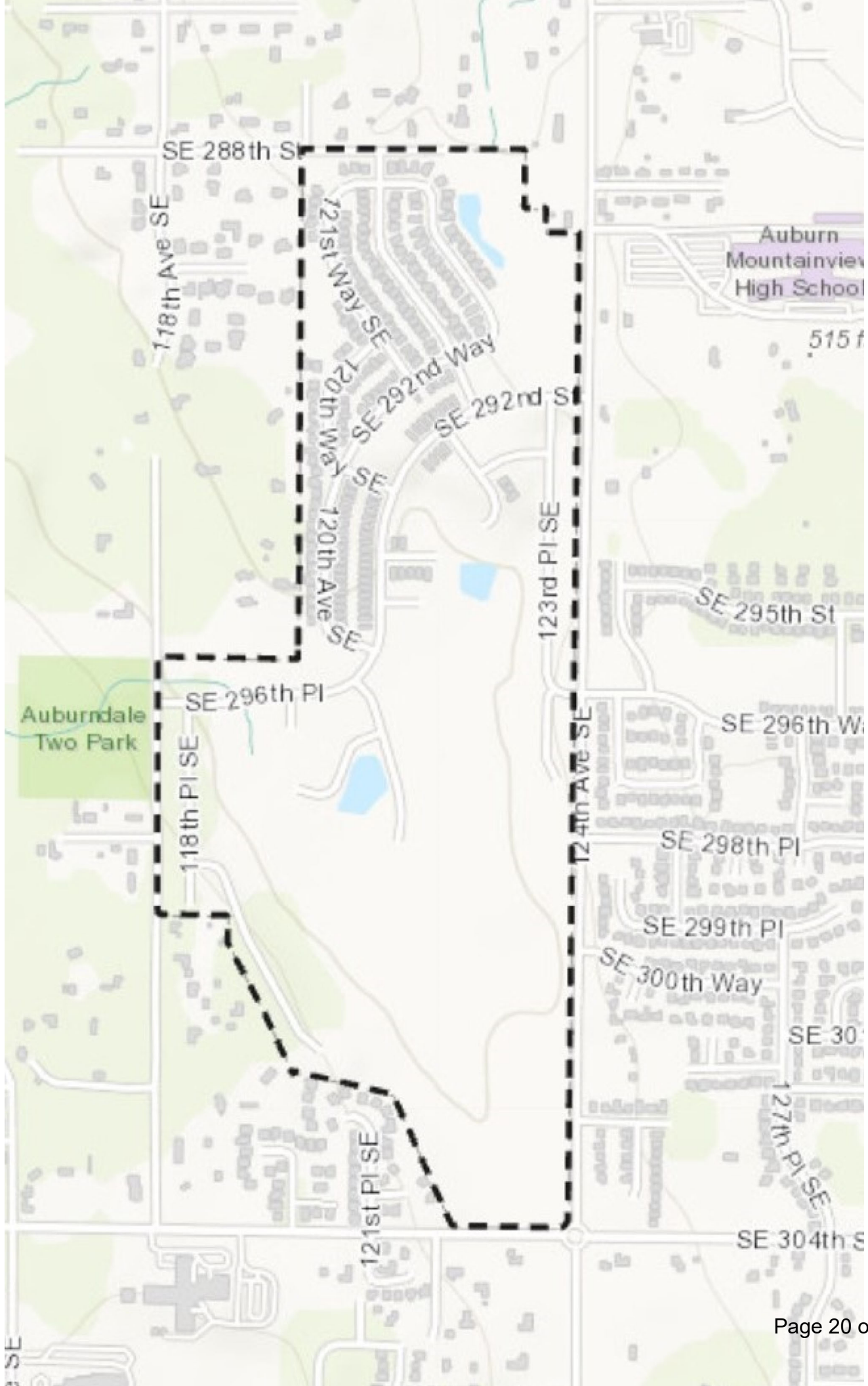
\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Kendra Comeau, City Attorney







## Memorandum

**To:** City Council Members

**From:** Jeff Tate, Director of Community Development

**CC:** Mayor Nancy Backus

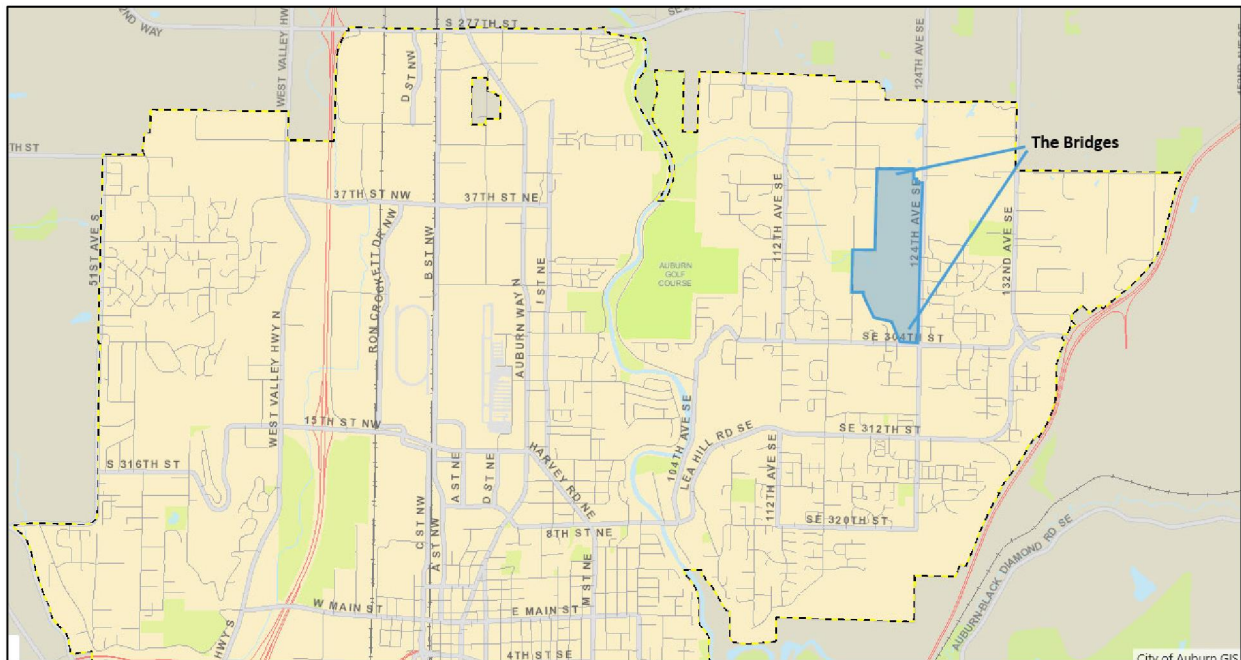
**Date:** January 3, 2022

**Re:** Bridges Overview

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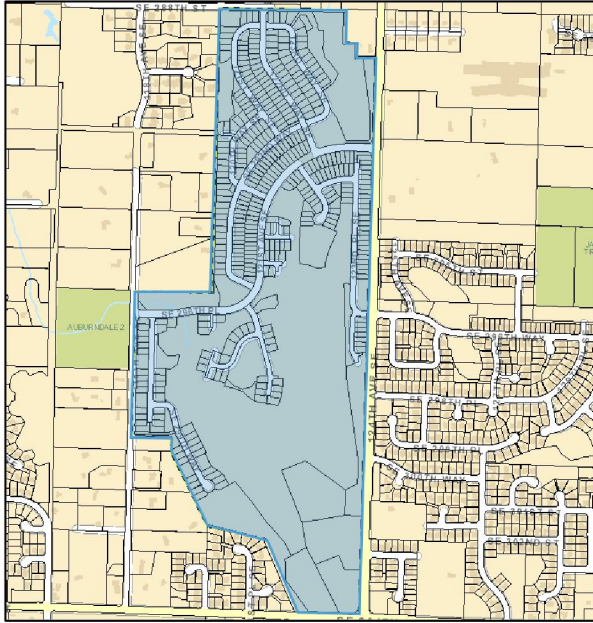
### **Bridges – General Description**

The Bridges is a community located on Lea Hill that is within the municipal limits of the City of Kent but entirely surrounding by the City of Auburn. It is identified in the below map.



Vicinity Map





Overview of parcel layout



2017 Aerial Image

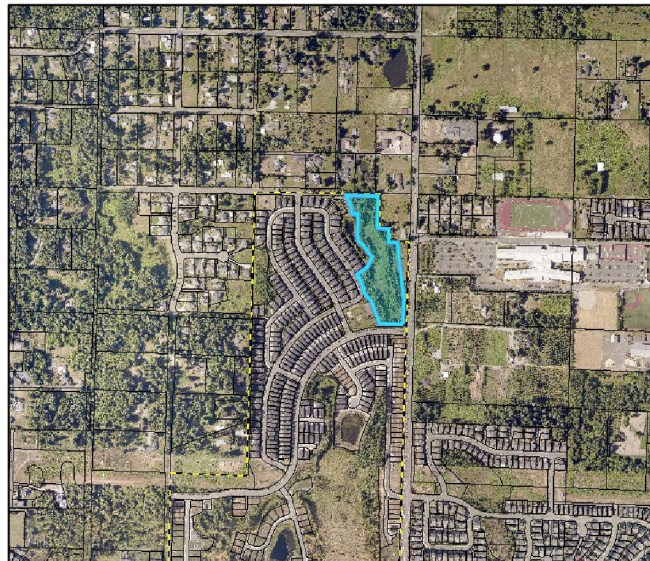
The City of Kent annexed this area in 1987, prior to the City of Auburn's annexation of Lea Hill in 2008. Prior to Auburn's annexation The Bridges was simply a portion of Kent that was not contiguous to its city boundaries. Auburn's annexation of Lea Hill is the action that created this island of Kent surrounded by Auburn.

### **Bridges – Overview**

The Bridges community is defined as a Planned Unit Development (PUD) that includes 386 single family residential lots, 55.87 acres of open space and active recreation space, and a 13.21 acre yet to be developed area that allows for an assisted living facility, retail, commercial and office uses. Of the 386 single family residential lots, there only remain 2 to 3 dozen undeveloped properties. The community includes 9 access tracts, 4 sensitive area tracts, 3 detention pond tracts, 21 landscape tracts, 8 recreation tracts, and 2 open space tracts.



49.67 acre open space tract



6.20 acre open space tract



The Bridges community receives sewer service from the City of Auburn and water service from the City of Kent. The community also receives direct police service from the City of Kent and fire service from Puget Sound Regional Fire Authority (although mutual aid agreements exist that might result in a response by the Auburn Police Department or Valley Regional Fire Authority).

### **Annexation Discussion**

When viewing a map of the City it is commonly asked why there is an island within Auburn, why this island is part of the City of Kent, and why the island isn't simply annexed into Auburn in order to eliminate this anomaly.

In early 2019 the City of Kent and City of Auburn began discussing the merits of annexing the Bridges community into the City of Auburn. This discussion expanded to also include representatives of Oakpointe, the owner of the yet to be developed 13.21 acre southeast corner of the community that is currently designated for a future mix of non-residential activity.

There are a number of moving parts associated with this kind of conversation, several of which will be brought forward to City Council for future presentation, discussion and potential action. These include:

- Future development concepts related to the yet to be developed property owned by Oakpointe and whether the uses allowed under the Kent PUD are appropriate for Auburn.
- Determining the development standards that would apply within the PUD given that it was approved in Kent and Auburn's rules are different. Understanding this matter will help define vesting rules, the process to change the standards and/or the PUD in the future, and how to memorialize these details within City code.
- Understanding the management needs and requirements for the open space tract. The open space tract was dedicated to the City of Kent which means that an annexation would transfer the property to the City of Auburn. While open space is generally intended to remain undisturbed there are times when dangerous trees need to be removed, invasive weeds eradicated, garbage from illegal dumping to be picked up, etc.
- Evaluation of the condition of infrastructure within the PUD. This evaluation includes a look at the physical condition of public roads, sidewalks, bridges, signage, street lights, storm ponds, public landscaping and open space, etc. It also includes a review of inspection records related to storm water facilities, bridge infrastructure, and roadway infrastructure etc.
- Engagement with the residents who currently live within this community. What is the impact to their property taxes, utility bills, police/fire service, voting districts, etc.?
- Defining the annexation process. State and County laws adequately define a process where unincorporated land is annexed into a city. The laws also acknowledge that annexation may occur from one city to another, however this isn't an action that occurs very frequently.
- Defining how to transfer assets including paper and digital records, land and infrastructure, inspection and permit records, etc.
- Post annexation actions that are necessary. For example, all street signs within the Bridges include a City of Kent graphic. The City of Auburn would want street signs swapped out in order to remove this graphic.

As discussions progress and there is a greater understanding of the impacts, pros and cons, process, and potential future conditions of the yet to be developed property, staff will continue to engage the Auburn City Council in order to ensure that Council is in the best position possible to

make informed annexation decisions. One of the next likely actions is for both cities to enter into an agreement that declares both cities sincere interest in advancing the idea of annexation through both city councils and the affected residents.



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5661 (Travis)

**Date:**

April 13, 2022

**Department:**

Innovation and Technology

**Attachments:**

[Resolution 5661](#)

[2022 City of Pacific ILA Addendum](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council to approve Resolution 5661.

**Background for Motion:**

Resolution No. 5661 reduces the amount of pass through technology purchasing between the City of Pacific and the City of Auburn. This allows the City of Pacific to negotiate their own contracts with vendors to meet their specific technology needs.

**Background Summary:**

The City of Pacific has hired their own IT person to handle the day-to-day operations. We are slowly removing their dependency on The City of Auburn IT staff through changes in the ILAs. We are working towards a goal for them to be completely independent but still being good neighbors and providing assistance as needed.

**Reviewed by Council Committees:**

**Councilmember:** Baggett

**Staff:**

Travis

**Meeting Date:** April 18, 2022

Item Number:

RES.B

## **RESOLUTION NO. 5661**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RATIFYING THE MAYOR'S EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC FOR INFORMATION TECHNOLOGY SERVICES

WHEREAS, the cities of Auburn and Pacific entered into an Interlocal Agreement for information services on June 12, 2017; and

WHEREAS, over time the range of services that the City of Pacific needs from Auburn has diminished; and

WHEREAS, both parties are interested in amending the interlocal agreement to reduce the scope of services provided by Auburn to Pacific, and correspondingly modify the agreement's fees; and

WHEREAS, pursuant to the Interlocal Cooperation Act, 39.34 RCW, a city's legislative body is required to ratify interlocal agreements executed by a mayor.

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

**Section 1.** The City Council ratifies the Mayor's execution of Addendum Number Two to the interlocal agreement between the City and the City of Pacific, attached as Exhibit A to this resolution.

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

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

Dated and Signed: \_\_\_\_\_

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shawn Campbell, MMC, City Clerk

\_\_\_\_\_  
Kendra Comeau, City Attorney

**ADDENDUM NO. TWO**

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF AUBURN AND THE CITY OF PACIFIC FOR  
INFORMATION SERVICES TECHNOLOGY**

**THIS ADDENDUM** is made and entered into this 28<sup>th</sup> day of February, 2022, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington ("Auburn"), and the CITY OF PACIFIC, a municipal corporation of the State of Washington ("Pacific"), as an addendum to the Interlocal Agreement between the parties for Information Services Technology executed on the 26th day of September, 2011, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.

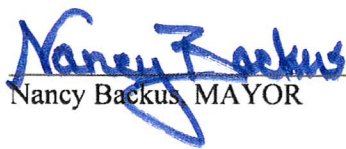
NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO AGREE as follows:

**ITEM ONE:** REVISION TO EXHIBIT "A" SCOPE OF SERVICES. That Exhibit "A" Scope of Services, to the Interlocal Agreement is amended to read as set forth herein below.

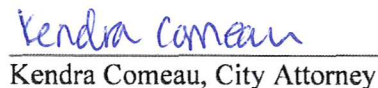
**ITEM TWO:** REVISION TO EXHIBIT "B" COST OF SERVICES. That Exhibit "B" Cost of Services, to the Interlocal Agreement is amended to read as set forth herein below.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

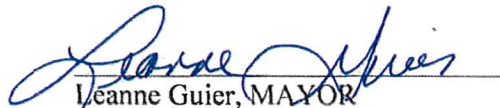
**CITY OF AUBURN**

  
Nancy Backus, MAYOR

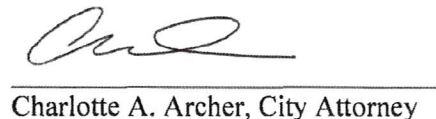
Approved as to form:

  
Kendra Comeau, City Attorney

**CITY OF PACIFIC**

  
Leanne Guier, MAYOR

Approved as to form:

  
Charlotte A. Archer, City Attorney



## **EXHIBIT A SCOPE OF SERVICES**

### **I. General Support**

- Contract administration for Spillman
- Administrative management of licenses for Spillman
- Setup/Removal/Updating users in Spillman
- Setup/Removal/Updating security roles/groups in Spillman
- Storage and compute for Spillman
- Linux patches on the Spillman server
- Applications updates for Spillman
- Pass through licensing identified in Exhibit B

### **II. Service Level Agreements**

For the bulleted items listed under “General Support” requests emailed Monday through Friday from 7:00 am to 5:00 pm excluding Federal holidays, we will respond within 30 minutes. In instances where we are receiving extremely high call volumes due to systems failures, Acts of God, regional outages and such this response time may be impacted. In this case Auburn will notify Pacific if this is happening with an estimated return to normal time.

With authorization of Pacific Mayor, City Administrator, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis by emailing [ServiceDesk@AuburnWa.gov](mailto:ServiceDesk@AuburnWa.gov) with the name of authorizing person and nature of issue or by calling 253-288-7400 and leaving a voicemail.

### **III. Service Limitations**

- Auburn will provide recommendations on the installation, configuration and connectivity of Spillman clients, but will not install or troubleshoot.
- Auburn will assist and provide recommendations on network security, but security remains the responsibility of Pacific.
- Auburn will assist and provide recommendations relevant to technical audits, but compliance will be the responsibility of Pacific, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Pacific.

### **IV. Requesting Support**

All items bulleted under “General Support” should be emailed to [ServiceDesk@AuburnWa.gov](mailto:ServiceDesk@AuburnWa.gov). Phone calls made to 253-288-7400 will be accepted as well, however tracking tickets and support via our service desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution.

**V. Additional Services**

Any service not defined in "General Support" is available if requested by the City of Pacific and is mutually agreed upon by both parties in writing. The City of Auburn will take into consideration available resources before agreeing to any additional service.

**EXHIBIT B  
COST OF SERVICES**

Billing

All services outlined in Exhibit A will be billed according to the breakdown below. "Monthly Costs" are due by the 5<sup>th</sup> of each month. "Additional Services Costs" are due upon completion of the agreed upon change order. The number of clients shown in the "Monthly Costs" can be changed after being requested by Pacific in writing and agreed to by Auburn. The cost difference will be reflected on the next month's invoice.

Billing Breakdown

**Monthly Costs**

| Support Function                 | Billing Rate/Description                  | Type     | Cost            |
|----------------------------------|-------------------------------------------|----------|-----------------|
| <b>"General Support"</b>         | \$10.00/per client/per month x 13 clients | Variable | \$130.00        |
| <b>Spillman Client Licensing</b> | \$15.00/per client/per month x 13 clients | Variable | \$195.00        |
|                                  |                                           |          | <b>\$325.00</b> |

**Additional Services Costs**

| Support Function             | Billing Rate/Description | Cost     |
|------------------------------|--------------------------|----------|
| <b>"Additional Services"</b> | \$175.00/per hour        | \$175.00 |

**CITY OF AUBURN – CITY OF PACIFIC  
INTERLOCAL AGREEMENT FOR  
INFORMATION SERVICES TECHNOLOGY**

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 12<sup>th</sup> day of June, 2017, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), and the CITY OF PACIFIC, a municipal corporation of the State of Washington (hereinafter referred to as "Pacific"),

**WITNESSETH:**

WHEREAS, Pacific seeks professional information technology ("IT") services; and

WHEREAS, Auburn has the requisite skills, resources and experience necessary to provide such services and is willing and agreeable to provide such services upon the terms and conditions herein contained.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the parties hereto do hereby agree as follows:

**1. SCOPE OF SERVICES**

Auburn agrees to perform for Pacific, in a good and professional manner the tasks described on Exhibit A for the compensation described in Exhibit B, both of which are attached hereto and by this reference made a part of this Agreement. (The tasks described on Exhibit A shall be individually referred to as a "task," and collectively referred to as the "services.") Auburn shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with Pacific.

**2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES**

In the event additional IT services are required by Pacific beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn's performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms

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of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

### **3. PERFORMANCE OF ADDITIONAL SERVICES PRIOR TO EXECUTION OF AN AMENDMENT**

The parties hereby agree that situations may arise in which IT services other than those described on Exhibit A are desired by Pacific and the time period for the completion of such services makes the execution of Amendment impractical prior to the commencement of Auburn's performance of the requested services. Auburn hereby agrees that it shall perform such services upon the request of an authorized representative of Pacific at a rate of compensation to be mutually negotiated in connection therewith. Any such additional IT services shall be memorialized in a written amendment in accordance with Section 2 of this Agreement. The invoice procedure for any such additional services shall be as described in Section 6 of this Agreement.

### **4. PACIFIC'S RESPONSIBILITIES**

Pacific shall do the following in a timely manner so as not to delay the services of Auburn:

a. Designate in writing a person to act as Pacific's authorized representative with respect to the services described in Exhibit A. Pacific's designee shall have complete authority to transmit instructions, receive information, interpret and define Pacific's policies and decisions with respect to the services, except in the event of an emergency as described in Exhibit A. The authorized representative shall not have the authority to execute amendments to this Interlocal Agreement.

b. Furnish Auburn with all information, criteria, objectives, schedules and standards for the services provided for herein.

c. Arrange for access to the property or facilities as required for Auburn to perform the services provided for herein.

d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by Auburn and render decisions regarding such documents in a timely manner to prevent delay of the services.

### **5. ACCEPTABLE STANDARDS**

Auburn shall be responsible to provide, in connection with the services contemplated in this Agreement, work products and services of a quality and

professional standard acceptable to Pacific.

## 6. COMPENSATION

Compensation for Auburn's performance of the services provided for herein is described in Exhibit B, which is attached hereto and by this reference made a part of this Agreement. The compensation rate shall be increased January 1, 2018, and each January 1 thereafter, by an amount equal to 5% or the most recent Seattle-Tacoma-Bremerton Consumer Price Index - whichever is greater.

Auburn shall submit to Pacific a monthly invoice and Pacific shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to Auburn thereafter in the normal course, subject to any conditions or provisions in this Agreement or Amendment.

## 7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The term of this Agreement shall be in effect for three (3) years beginning January 1, 2017, through December 31, 2020, provided that the term of this Agreement shall automatically renew for an additional year unless either party gives the other written notice of termination not later than sixty (60) days prior to term end. It is provided, however, that either party may cancel this Agreement with or without cause upon sixty (60) days written notice to the other party consistent with Paragraphs 11 and 12 of this Agreement.

## 8. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by Auburn as part of its performance of this Agreement (the "Work Products") shall be owned by and become the property of Pacific, and may be used by Pacific for any purpose beneficial to Pacific. Public records requests shall be the responsibility of Pacific; however, Auburn may assist at Pacific's request at hourly rates provided under Exhibit B for onsite support.

## 9. RECORDS INSPECTION AND AUDIT

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by Pacific for a period of up to three (3) years from the final payment for work performed under this Agreement.

## 10. CONTINUATION OF PERFORMANCE

In the event that any dispute or conflict arises between the parties while this Contract is in effect, Auburn agrees that, notwithstanding such dispute or conflict, Auburn shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that, if Pacific fails to pay for the services provided by Auburn, Auburn can cease providing such services until payment is made.

## 11. ADMINISTRATION OF AGREEMENT

This Agreement shall be administered by Paul Haugan, Innovation and Technology Director or designee on behalf of Auburn, and by Richard Gould, City Administrator or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN  
Innovation & Technology  
Paul Haugan  
25 W Main St  
Auburn, WA 98001-4998  
Phone: 253-288-3160  
Fax: 253-804-3116  
E-mail: phaughan@auburnwa.gov

CITY OF PACIFIC  
City Administration  
Richard Gould  
100 3<sup>rd</sup> Ave SE  
Pacific, WA 98047  
Phone: 253-929-1117  
Fax: 253-939-6026  
E-mail: rgould@ci.pacific.wa.us

## 12. NOTICES

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above.

Either party may change his, her or its address by giving notice in writing, stating his, her or its new address, to the other party, pursuant to the procedure set forth above.

## 13. INSURANCE

Pacific shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Pacific's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Auburn.



Auburn shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. This requirement shall be deemed satisfied by evidence of Auburn's membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions and limits of liability satisfactory to Pacific.

#### 14. INDEMNIFICATION

a. Pacific shall indemnify and hold Auburn and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Pacific's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Pacific; and provided further, that nothing herein shall require Pacific to hold harmless or defend Auburn, its agents, employees and/or officers from any claims arising from the sole negligence of Auburn, its agents, employees, and/or officers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

b. Auburn shall indemnify and hold Pacific and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Pacific arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Pacific, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Pacific, its agents, employees and/or officers from any claims arising from the sole negligence of Pacific, its agents, employees, and/or officers. No liability shall attach to Pacific by reason of entering into this Agreement except as expressly provided herein.

The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

#### 15. WAIVER OF SUBROGATION

Pacific and Auburn hereby mutually release each other from liability and waive all right of



recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of Pacific or Auburn.

#### 16. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

#### 17. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

#### 18. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

#### 19. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, age, or the presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.

#### 20. MISCELLANEOUS

- a. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- b. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. The captions in this Agreement are for convenience only and do not in any

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INTERLOCAL AGREEMENT

April 10, 2017

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way limit or amplify the provisions of this Agreement.

d. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

e. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties. Operational review and service meetings shall be held every six (6) months, with representatives from both cities to review and discuss service and support delivery.

f. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.

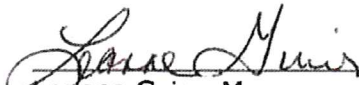
g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

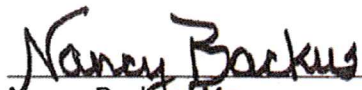
i. Copies of this Agreement shall be filed with the King County Auditor's Office and the respective Clerks of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

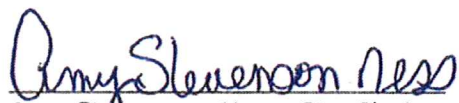
**CITY OF PACIFIC**

  
Leanne Guier, Mayor  
100 3<sup>rd</sup> Avenue SE  
Pacific, WA 98047

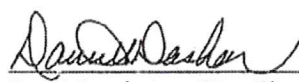
**CITY OF AUBURN**

  
Nancy Backus, Mayor  
25 W. Main Street  
Auburn, WA 98001

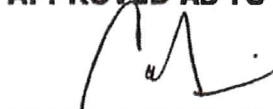
**ATTEST:**

  
Amy Stevenson-Ness, City Clerk

**ATTEST:**

  
Dani Daskam, City Clerk

**APPROVED AS TO FORM:**

  
Carol Morris, City Attorney

**APPROVED AS TO FORM:**

  
Daniel B. Heid, City Attorney

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INTERLOCAL AGREEMENT

April 10, 2017

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## EXHIBIT A SCOPE OF SERVICES

### Services Provided

1. Two (2) hours of consecutive, onsite support per week. This is limited to one (1) Auburn IT staff person per week. The day/time of the hours must be mutually agreed upon by both parties and stay consistent each week. The day and time of the week, including the duration is subject to change based on needs of each City. Hours allocated each week are not banked and cannot rollover to subsequent weeks.
2. General desktop support and troubleshooting. This includes:
  - a. Hardware deployment
  - b. Operating system installs and repairs
  - c. Settings and configuration
3. General IT support and troubleshooting. This includes:
  - a. User account setup, modification and separations
  - b. Virus protection and patch management
  - c. Software installs
  - d. Email
  - e. Wireless internet
  - f. TV21 support and coordinate per Pacific's franchise agreement
4. General phone support and troubleshooting. This includes:
  - a. Setup and configuration
  - b. Cell phones
5. General server and storage support and troubleshooting. This includes:
  - a. Hardware and virtual installation
  - b. Operating systems installs and repairs
6. General network gear support and troubleshooting. This includes:
  - a. Firewall configuration and assistance
  - b. Routers
  - c. Switches
  - d. Access Points
7. General GIS requests. This includes:
  - a. Electronic maps
  - b. Data analysis
8. Purchasing recommendations and coordination.
9. Cloud operations. This will allow Pacific's network to reside in Auburn's private cloud allowing business continuity.

### Available Additional Services

1. Project management, i.e. phone system replacement.
2. Advanced GIS services including:
  - a. Consulting
  - b. Strategic planning

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- c. Data hosting
- d. Map service creation

#### Service Level Agreements

For requests emailed Monday through Friday from 7:00 am to 5:00 pm, we will respond within 30 minutes. In instances where we are receiving extremely high call volumes due to systems failures, Acts of God, regional outages and such this response time may be impacted. In this case Auburn will notify Pacific if this is happening with an estimated return to normal time.

With authorization of Pacific Mayor, City Administrator, City Clerk or Police Chief, support outside regular business hours will be provided on an emergency basis by emailing techsupport@auburnwa.gov with the name of authorizing person and nature of issue or by calling 253-876-1947.

#### Service Limitations

- Auburn will assist and provide recommendations on network security, but security remains the responsibility of Pacific.
- Auburn will document and present information relevant to technical audits, but compliance will be the responsibility of Pacific, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Pacific. The only exception is contracts that Auburn has already in place that Pacific is piggybacking on.

#### Requesting Support

All requests for service should be emailed to techsupport@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution.

**EXHIBIT B  
COST OF SERVICES**

**Billing**

All services outlined in Exhibit A will be billed according to the breakdown below. Monthly charges for service are based on an estimated 400 helpdesk requests annually and standard cloud service rates.

**Billing Breakdown**

**Monthly Costs**

| Support Function | Operating Hours                            | Billing Rate/Description                    | Cost              |
|------------------|--------------------------------------------|---------------------------------------------|-------------------|
| General support  | M-F, 7:00 am – 5 pm,<br>excluding holidays | General support as outlined in<br>Exhibit A | \$3,300.00        |
|                  |                                            |                                             | <b>\$3,300.00</b> |

**Yearly Costs (pass through to vendors)**

| Support Function                               | Billing Rate/Description | Cost       |
|------------------------------------------------|--------------------------|------------|
| Netmotion software                             | \$34.00 x 45 clients     | \$1,530.00 |
| Spillman software                              | All clients              | \$2,095.00 |
| Remote deployment<br>and inventory<br>software | \$37.00 x 45 clients     | \$1,665.00 |
| Virus protection<br>software                   | \$18.00 x 45 clients     | \$810.00   |

| Support Function      | Billing Rate/Description | Cost        |
|-----------------------|--------------------------|-------------|
| MS Office and Windows | \$253.00 x 45 clients    | \$11,385.00 |
| Email filtering       | SPAM \$24 x 45 clients   | \$1,080.00  |
|                       |                          | \$18,565.00 |

#### Variable Costs

| Support Function    | Operating Hours    | Billing Rate/Description                                                             | Cost     |
|---------------------|--------------------|--------------------------------------------------------------------------------------|----------|
| Off-hours support   | Non-business hours | \$120 per hour, with a one (1) hour minimum plus mileage based on IRS standard rates | Variable |
| Additional services | n/a                | \$120 per hour, with a one(1) hour minimum as outlined in Exhibit A                  | Variable |

ORIGINAL

August 9, 2017

Amy Stevenson-Ness City Clerk  
City of Pacific  
100 3<sup>rd</sup> Avenue SE  
Pacific WA 98047

RE: INFORMATION SERVICES TECHNOLOGY AGREEMENT

Dear Amy:

At their meeting on August 7, 2017, the Auburn City Council adopted Resolution No. 5309 approving an information services technology agreement with the City of Pacific.

A copy of Auburn Resolution No. 5309 and an original of the agreement are enclosed.

Thank you for your assistance and patience in processing the agreement.

Sincerely,



Danielle Daskam  
City Clerk

Encs



**RESOLUTION NO. 5309**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE INFORMATION TECHNOLOGY CONTRACTS WITH VALLEY REGIONAL FIRE AUTHORITY, AND THE CITIES OF ALGONA AND PACIFIC

WHEREAS, the City of Auburn has an Information Technology (IT) Department that maintains and addresses the technology needs of the City including phone systems, computer systems, email, GIS and related technological tools; and

WHEREAS, the City's IT Department has the capacity to assist other governmental entities with their technological needs; and

WHEREAS, the cities of Algona and Pacific, and the Valley Regional Fire Authority are in need of external support for their IT functions; and

WHEREAS, the City of Auburn is willing to provide IT services to the cities of Algona and Pacific, and the Valley Regional Fire Authority upon terms and compensation agreed to between the parties.

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

**Section 1.** The Mayor is authorized to execute Interlocal Agreements, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington (RCW) with the cities of Algona and Pacific and the Valley Regional Fire Authority for IT services in substantial conformity with the agreements attached hereto, and marked as Exhibits I, II and III.

**Section 2.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

**Section 3.** This Resolution shall take effect and be in full force and effect upon passage and signature hereon.

DATED and SIGNED this 7<sup>th</sup> day of August, 2017.

CITY OF AUBURN

ATTEST:



Danielle E. Daskam, City Clerk

  
NANCY BACKUS, MAYOR

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

## **ADDENDUM NO. ONE**

### **ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF PACIFIC FOR INFORMATION SERVICES TECHNOLOGY**

**THIS ADDENDUM** is made and entered into this 10th day of March, 2021, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington ("Auburn"), and the CITY OF PACIFIC, a municipal corporation of the State of Washington ("Pacific"), as an addendum to the Interlocal Agreement between the parties for Information Services Technology executed on the 26th day of September, 2011, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO AGREE as follows:

**ITEM ONE: REVISION TO PARAGRAPH SEVEN.** Paragraph Seven of the Interlocal Agreement is amended to read as follows:

**"7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT**

Auburn shall not begin any work under this Agreement until authorized by Pacific's representative. Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. This Agreement shall terminate on 12/31/2022. This Agreement may be extended for two additional one-year periods upon written agreement of the Parties. It is provided, however, that either party may cancel this Agreement upon sixty (60) days written notice to the other party."

**ITEM TWO: REVISION TO PARAGRAPH ELEVEN.** Paragraph Eleven of the Interlocal Agreement is amended to read as follows:

**"11. ADMINISTRATION OF AGREEMENT** shall be administered by David Travis, Innovation & Technology Director or designee on behalf of Auburn, and by Richard Gould, City Administrator or designee on behalf of Pacific. Any written notices required by the terms of this Agreement shall be serviced on or mailed to the following address:

CITY OF AUBURN  
Innovation & Technology  
David Travis  
25 W Main Street  
Auburn, WA 98001  
Phone: 253-288-3146

CITY OF PACIFIC  
City Administration  
Richard Gould  
100 3<sup>rd</sup> AVE SE  
Pacific, WA 98047  
Phone: 253-929-1117

Fax: 253-804-3116  
E-mail: dtravis@auburnwa.gov  
“

Fax: 253-939-6026  
E-mail: rgould@ci.pacific.wa.us

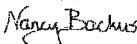
**ITEM THREE: REVISION TO EXHIBIT “A” SCOPE OF SERVICES.** That Exhibit “A” Scope of Services, to the Interlocal Agreement is amended to read as set forth herein below.

**ITEM FOUR: REVISION TO EXHIBIT “B” COST OF SERVICES.** That Exhibit “B” Cost of Services, to the Interlocal Agreement is amended to read as set forth herein below.

**ITEM FIVE: REMAINING TERMS UNCHANGED.** All other provisions of the Interlocal Agreement between the parties for Information Services Technology executed on the 7th day of August 2017, pursuant to the Interlocal Cooperation Act shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

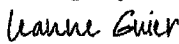
**CITY OF AUBURN**

DocuSigned by:  
  
AEC6B8B537351C9...  
Nancy Backus, MAYOR

Approved as to form:

DocuSigned by:  
  
7B858B02C8D813C...  
Kendra Comeau, City Attorney

**CITY OF PACIFIC**

DocuSigned by:  
  
422EC6E01A3D48E...  
Leanne Guier, MAYOR

Approved as to form:

DocuSigned by:  
  
F18020A8F170122...  
Charlotte A. Archer, City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

### **I. General Support**

- Contract administration for Netmotion and Spillman
- Administrative management of licenses for Netmotion and Spillman
- Setup/Removal/Updating users in Netmotion and Spillman
- Setup/Removal/Updating security roles/groups in Netmotion and Spillman
- Storage and compute for Netmotion and Spillman
- Linux patches on the Spillman server
- Windows patches on the Netmotion server
- Applications updates for Netmotion and Spillman
- Pass through licensing identified in Exhibit B

### **II. Service Level Agreements**

For the bulleted items listed under “General Support” requests emailed Monday through Friday from 7:00 am to 5:00 pm excluding Federal holidays, we will respond within 30 minutes. In instances where we are receiving extremely high call volumes due to systems failures, Acts of God, regional outages and such this response time may be impacted. In this case Auburn will notify Pacific if this is happening with an estimated return to normal time.

With authorization of Pacific Mayor, Pacific City Administrator, Pacific City Clerk or Pacific Police Chief, support outside regular business hours will be provided on an emergency basis by emailing [ServiceDesk@AuburnWa.gov](mailto:ServiceDesk@AuburnWa.gov) with the name of authorizing person and nature of issue or by calling 253-288-7400 and leaving a voicemail.

### **III. Service Limitations**

- Auburn will provide recommendations on the installation, configuration and connectivity of Spillman and Netmotion clients, but will not install or troubleshoot.
- Auburn will assist and provide recommendations on network security, but security remains the responsibility of Pacific.
- Auburn will assist and provide recommendations relevant to technical audits, but compliance will be the responsibility of Pacific, including but not limited to CJIS and ACCESS.
- Auburn will assist and provide recommendations on purchases, but all purchases are the responsibility of Pacific.

### **IV. Requesting Support**

All items bulleted under “General Support” should be emailed to [ServiceDesk@AuburnWa.gov](mailto:ServiceDesk@AuburnWa.gov). Phone calls made to 253-288-7400 will be accepted as well, however tracking tickets and support via our service desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution.

V. Additional Services

Any service not defined in "General Support" is available if requested by Pacific and is mutually agreed upon by both parties in writing. Auburn will take into consideration available resources before agreeing to any additional service.

## EXHIBIT B COST OF SERVICES

### Billing

All services outlined in Exhibit A will be billed according to the breakdown below. "Monthly Costs" are due by the 5<sup>th</sup> of each month. "Additional Services Costs" are due upon completion of the agreed upon change order. The number of clients shown in the "Monthly Costs" can be changed after being requested by Pacific in writing and agreed to by Auburn, with the exception of the Microsoft E3 for GCC Licensing. The cost difference will be reflected on the next month's invoice.

### Billing Breakdown

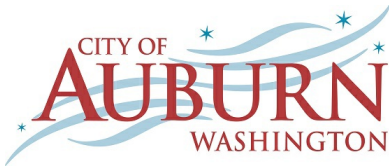
#### Monthly Costs

| Support Function                      | Billing Rate/Description                  | Type     | Cost              |
|---------------------------------------|-------------------------------------------|----------|-------------------|
| <b>"General Support"</b>              | \$10.00/per client/per month x 55 clients | Variable | \$550.00          |
| <b>Spillman Client Licensing</b>      | \$15.00/per client/per month x 13 clients | Variable | \$195.00          |
| <b>Netmotion Client Licensing</b>     | \$2.00/per client/per month x 40 clients  | Variable | \$80.00           |
| <b>Microsoft E3 for GCC Licensing</b> | \$18.00/per client/per month x 55 clients | Fixed    | \$990.00          |
|                                       |                                           |          | <b>\$1,815.00</b> |



**Additional Services Costs**

| Support Function             | Billing Rate/Description | Cost            |
|------------------------------|--------------------------|-----------------|
| <b>"Additional Services"</b> | \$175.00/per hour        | \$175.00        |
|                              |                          | <b>\$175.00</b> |



## AGENDA BILL APPROVAL FORM

**Agenda Subject:**

Resolution No. 5662 (Gaub)

**Date:**

April 11, 2022

**Department:**

Public Works

**Attachments:**

[Resolution No. 5662](#)

[FAA Grant Agreement Template](#)

[Vicinity Map](#)

**Budget Impact:**

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

**Administrative Recommendation:**

City Council adopt Resolution No. 5662

**Background for Motion:**

This resolution would accept grant funding if awarded to the City by the FAA to design, complete an Airport Geographic Information System (AGIS) survey, and construct Project No. CP2213, Runway and Taxiway Improvements and Runway Safety Area.

**Background Summary:**

Resolution No. 5662 authorizes the City to accept Federal Aviation Administration (FAA) grant funds for Project No. CP2213, Runway and Taxiway Improvements and Runway Safety Area. Staff has applied for one grant for the design phase of the project and plans to apply for two more grants in the future for the Airport Geographic Information System (AGIS) and construction phases. The grant funds are accepted using a standard FAA Grant Agreement form. The 2021 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 and will be in substantial conformity to the 2021 form.

The project will rehabilitate the pavement on the runway and taxiway by performing a grind and overlay on the runway and a fog seal on the taxiway. The project will also upgrade the taxiway lighting to LED and update the lights on the side of the runway that provide guidance to pilots during their descent. Finally, the project will extend the runway safety area at the south end of the runway by demolishing, regrading and refencing a small portion of the King County Park & Ride facility located at 101 15th St NE that was recently purchased by the City.

Survey and aerial imagery of existing facilities in and around the airport will also be done as part of the AGIS phase of the project. This data will be sent to the FAA so they can develop an improved Instrument Approach Procedure at the airport which allows pilots to utilize the airport in low visibility conditions.

The cost of the design phase is estimated to be up to \$500,000 with up to \$450,000 anticipated to come from an FAA grant which requires 10% matching funds. Of the \$50,000 in matching funds required, \$25,000 is anticipated to come from a future WSDOT grant and

the remaining \$25,000 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 AGIS phase is estimated to be up to \$75,000 with up to \$67,500 anticipated to come from a future FAA grant which requires 10% matching funds. Of the \$7,500 in matching funds required, \$3,750 is anticipated to come from a future WSDOT grant and the remaining \$3,750 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 \$4,000,000 with up to \$3,600,000 anticipated to come from a future FAA grant which requires 10% matching funds. Of the \$400,000 in matching funds required, \$200,000 is anticipated to come from a future WSDOT grant and the remaining \$200,000 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 project is schedule to be designed in 2022 and constructed in 2023. The AGIS survey is scheduled to be complete in 2022.

**Reviewed by Council Committees:**

**Councilmember:** Stearns

**Staff:**

Gaub

**Meeting Date:** April 18, 2022

Item Number:

RES.C

**RESOLUTION NO. 5662**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THREE GRANT AGREEMENTS BETWEEN THE CITY OF AUBURN AND THE FEDERAL AVIATION ADMINISTRATION RELATING TO PROJECT NO. CP2213, RUNWAY AND TAXIWAY IMPROVEMENTS AND RSA GRADING

WHEREAS, the completion of the Runway and Taxiway Improvements and Runway Safety Area (RSA) Grading project ("Project") at the Auburn Municipal Airport is a necessary part of responsible airport facility management and maintenance, and ensures the continued usability and safety of the runway and taxiways 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; and

WHEREAS, the City of Auburn (the "City") applied to the FAA for a grant of up to \$450,000, or 90.0% of the total estimated design cost of the Project, to be used for the design phase of the Project; and

WHEREAS, the City plans to apply to the FAA for a grant of up to \$67,500.00, or 90% of the total estimated Airport Geographic Information System ("AGIS") cost of the Project, to be used for the AGIS phase of the Project; and

WHEREAS, the City plans to apply to the FAA for a grant of up to \$3,600,000, or 90.0% of the total estimated construction cost of the Project, to be used for the construction phase of the Project; and

WHEREAS, an estimated \$475,500 of matching funds are required to fully fund the Project; and

WHEREAS, the City plans to apply to the Washington State Department of Transportation for three matching grants of up to \$228,750, or 5% of the total estimated cost of the Project, to be used for the design, AGIS and construction phases of the Project; and

WHEREAS, the City has available, and is willing to provide, up to \$228,750 in the 465 Airport Fund as the matching funds. Alternatively, the City has available, and is willing to provide, up to \$457,500 in the 465 Airport Fund as matching funds if the requested Washington State Department of Transportation grant funds are not awarded; and

WHEREAS, it is in the best interest of the City to use FAA grant 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 and City Clerk are authorized to execute and administer three grant agreements between the City and FAA for a total of

\$4,117,500 or any other amount authorized by the FAA for the Project as long as matching funds are available and the Project is within the Cities adopted budget.

**Section 2.** The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3.** That this Resolution shall take effect and be in full force upon passage and signatures.

Dated and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF AUBURN

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

\_\_\_\_\_  
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kendra Comeau, City Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

---

Federal Award Offer Date \_\_\_\_\_

Airport/Planning Area \_\_\_\_\_

FY2021 AIP Grant Number \_\_\_\_\_

Unique Entity Identifier \_\_\_\_\_

TO: \_\_\_\_\_

(herein called the "Sponsor")

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 \_\_\_\_\_, for a grant of Federal funds for a project at or associated with the sponsor, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the \_\_\_\_\_ (herein called the "Project") consisting of the following:

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); 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 100 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 \$\_\_\_\_\_.

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):

\$\_\_\_\_\_ for planning

\$\_\_\_\_\_ airport development or noise program implementation; and,

\$\_\_\_\_\_ for land acquisition.

2. **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 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 § 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.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
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, 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, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. 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 \_\_\_\_\_, 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/SAM/pages/public/index.jsf>.

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.

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. **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 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.

**17. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**18. 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 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 (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**19. 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:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. 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.

**20. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
  - 2. 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 condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this 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 Agreement.

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2008, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**22. 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.
  3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
  5. 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).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### **SPECIAL CONDITIONS**

23. **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.
24. **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.
25. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. 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 any AIP 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;

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 AIP.

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.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

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*(Typed Name)*

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*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 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.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

**By:** \_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

**Title:** \_\_\_\_\_  
(Title of Sponsor's Authorized Official)

\_\_\_\_\_

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 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 Washington. 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, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). 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.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. 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.
- b. 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.
- c. 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.**

- a. **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.

- b. **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.

- c. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 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 project including but not limited to the following:

### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 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 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- 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<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement 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 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 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.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 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.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

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#### **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.

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#### **FOOTNOTES TO ASSURANCE C.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure 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.**

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 section 44706 of Title 49, United States Code, 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, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 Section 47112 of Title 49, United States Code. 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 airmen 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 Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 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 Section 47107 of Title 49, United States Code.

## **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, or rights in buildings of the sponsor 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.

- a. 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, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, 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**), 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 that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 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, creed, sex, age, or handicap 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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, (1) 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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.**

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 for AIP projects as of April 29, 2021.

### **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 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 1936 (31 U.S.C. 3801).

### **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 section 47102 of title 49, U.S.C.) 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.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/31/2022

View current and previous versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

| NUMBER                         | TITLE                                                                                                                                       |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 70/7460-1M                     | Obstruction Marking and Lighting                                                                                                            |
| 150/5000-9A                    | Announcement of Availability – Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations |
| 150/5000-17                    | Critical Aircraft and Regular Use Determination                                                                                             |
| 150/5020-1                     | Noise Control and Compatibility Planning for Airports                                                                                       |
| 150/5070-6B,<br>Changes 1 - 2  | Airport Master Plans                                                                                                                        |
| 150/5070-7<br>Change 1         | The Airport System Planning Process                                                                                                         |
| 150/5100-13C                   | Development of State Aviation Standards for Airport Pavement Construction                                                                   |
| 150/5200-28F                   | Notices to Airmen (NOTAMs) for Airport Operators                                                                                            |
| 150/5200-30D,<br>Changes 1 - 2 | Airport Field Condition Assessments and Winter Operations Safety                                                                            |
| 150/5200-31C,<br>Changes 1 - 2 | Airport Emergency Plan                                                                                                                      |
| 150/5200-33C                   | Hazardous Wildlife Attractants on or near Airports                                                                                          |

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

| NUMBER                        | TITLE                                                                                                                                 |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 150/5200-34A                  | Construction or Establishment of Landfills Near Public Airports                                                                       |
| 150/5200-38                   | Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans |
| 150/5210-5D                   | Painting, Marking, and Lighting of Vehicles Used on an Airport                                                                        |
| 150/5210-7D                   | Aircraft Rescue and Fire Fighting Communications                                                                                      |
| 150/5210-13C                  | Airport Water Rescue Plans and Equipment                                                                                              |
| 150/5210-14B                  | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing                                                                           |
| 150/5210-15A                  | Aircraft Rescue and Firefighting Station Building Design                                                                              |
| 150/5210-18A                  | Systems for Interactive Training of Airport Personnel                                                                                 |
| 150/5210-19A                  | Driver's Enhanced Vision System (DEVs)                                                                                                |
| 150/5220-10E                  | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles                                                             |
| 150/5220-16E,<br>Change 1     | Automated Weather Observing Systems (AWOS) for Non-Federal Applications                                                               |
| 150/5220-17B                  | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities                                                                          |
| 150/5220-18A                  | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials                                         |
| 150/5220-20A                  | Airport Snow and Ice Control Equipment                                                                                                |
| 150/5220-21C                  | Aircraft Boarding Equipment                                                                                                           |
| 150/5220-22B                  | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns                                                                   |
| 150/5220-23A                  | Frangible Connections                                                                                                                 |
| 150/5220-24                   | Airport Foreign Object Debris (FOD) Detection Equipment                                                                               |
| 150/5220-25                   | Airport Avian Radar Systems                                                                                                           |
| 150/5220-26,<br>Changes 1 - 2 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment                                    |
| 150/5230-4C                   | Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports                                                                 |
| 150/5300-13A,<br>Change 1     | Airport Design                                                                                                                        |
| 150/5300-14D                  | Design of Aircraft Deicing Facilities                                                                                                 |
| 150/5300-15A                  | Use of Value Engineering for Engineering and Design of Airport Grant Projects                                                         |

| NUMBER                         | TITLE                                                                                                                                                      |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 150/5300-16B                   | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey             |
| 150/5300-17C,<br>Change 1      | Standards for Using Remote Sensing Technologies in Airport Surveys                                                                                         |
| 150/5300-18B,<br>Change 1      | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5D                    | Airport Drainage Design                                                                                                                                    |
| 150/5320-6G                    | Airport Pavement Design and Evaluation                                                                                                                     |
| 150/5320-12C,<br>Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces                                                                     |
| 150/5320-15A                   | Management of Airport Industrial Waste                                                                                                                     |
| 150/5320-17A                   | Airfield Pavement Surface Evaluation and Rating Manuals                                                                                                    |
| 150/5325-4B                    | Runway Length Requirements for Airport Design                                                                                                              |
| 150/5335-5C                    | Standardized Method of Reporting Airport Pavement Strength - PCN                                                                                           |
| 150/5340-1M,<br>Change 1       | Standards for Airport Markings                                                                                                                             |
| 150/5340-5D                    | Segmented Circle Airport Marker System                                                                                                                     |
| 150/5340-18G,<br>Change 1      | Standards for Airport Sign Systems                                                                                                                         |
| 150/5340-26C                   | Maintenance of Airport Visual Aid Facilities                                                                                                               |
| 150/5340-30J                   | Design and Installation Details for Airport Visual Aids                                                                                                    |
| 150/5345-3G                    | Specification for L-821, Panels for the Control of Airport Lighting                                                                                        |
| 150/5345-5B                    | Specifications for Airport Lighting Circuit Selector Switch                                                                                                |
| 150/5345-7F                    | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits                                                                         |
| 150/5345-10H                   | Specification for Constant Current Regulators and Regulator Monitors                                                                                       |
| 150/5345-12F                   | Specification for Airport and Heliport Beacons                                                                                                             |
| 150/5345-13B                   | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits                                                    |

| NUMBER       | TITLE                                                                                        |
|--------------|----------------------------------------------------------------------------------------------|
| 150/5345-26E | FAA Specification For L-823 Plug and Receptacle, Cable Connectors                            |
| 150/5345-27F | FAA Specification for Wind Cone Assemblies                                                   |
| 150/5345-28H | Precision Approach Path Indicator (PAPI) Systems                                             |
| 150/5345-39E | Specification for L-853, Runway and Taxiway Retroreflective Markers                          |
| 150/5345-42J | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories |
| 150/5345-43J | Specification for Obstruction Lighting Equipment                                             |
| 150/5345-44K | Specification for Runway and Taxiway Signs                                                   |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures                                                        |
| 150/5345-46E | Specification for Runway and Taxiway Light Fixtures                                          |
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems       |
| 150/5345-49D | Specification L-854, Radio Control Equipment                                                 |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights                                         |
| 150/5345-51B | Specification for Discharge-Type Flashing Light Equipment                                    |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI)                                                  |
| 150/5345-53D | Airport Lighting Equipment Certification Program                                             |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems     |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure             |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)               |
| 150/5360-12F | Airport Signing and Graphics                                                                 |
| 150/5360-13A | Airport Terminal Planning                                                                    |
| 150/5360-14A | Access to Airports By Individuals With Disabilities                                          |
| 150/5370-2G  | Operational Safety on Airports During Construction                                           |
| 150/5370-10H | Standard Specifications for Construction of Airports                                         |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements                         |



| NUMBER       | TITLE                                                                     |
|--------------|---------------------------------------------------------------------------|
| 150/5370-13A | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt          |
| 150/5370-15B | Airside Applications for Artificial Turf                                  |
| 150/5370-16  | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements |
| 150/5370-17  | Airside Use of Heated Pavement Systems                                    |
| 150/5380-6C  | Guidelines and Procedures for Maintenance of Airport Pavements            |
| 150/5380-7B  | Airport Pavement Management Program                                       |
| 150/5380-9   | Guidelines and Procedures for Measuring Airfield Pavement Roughness       |
| 150/5390-2C  | Heliport Design                                                           |
| 150/5395-1B  | Seaplane Bases                                                            |

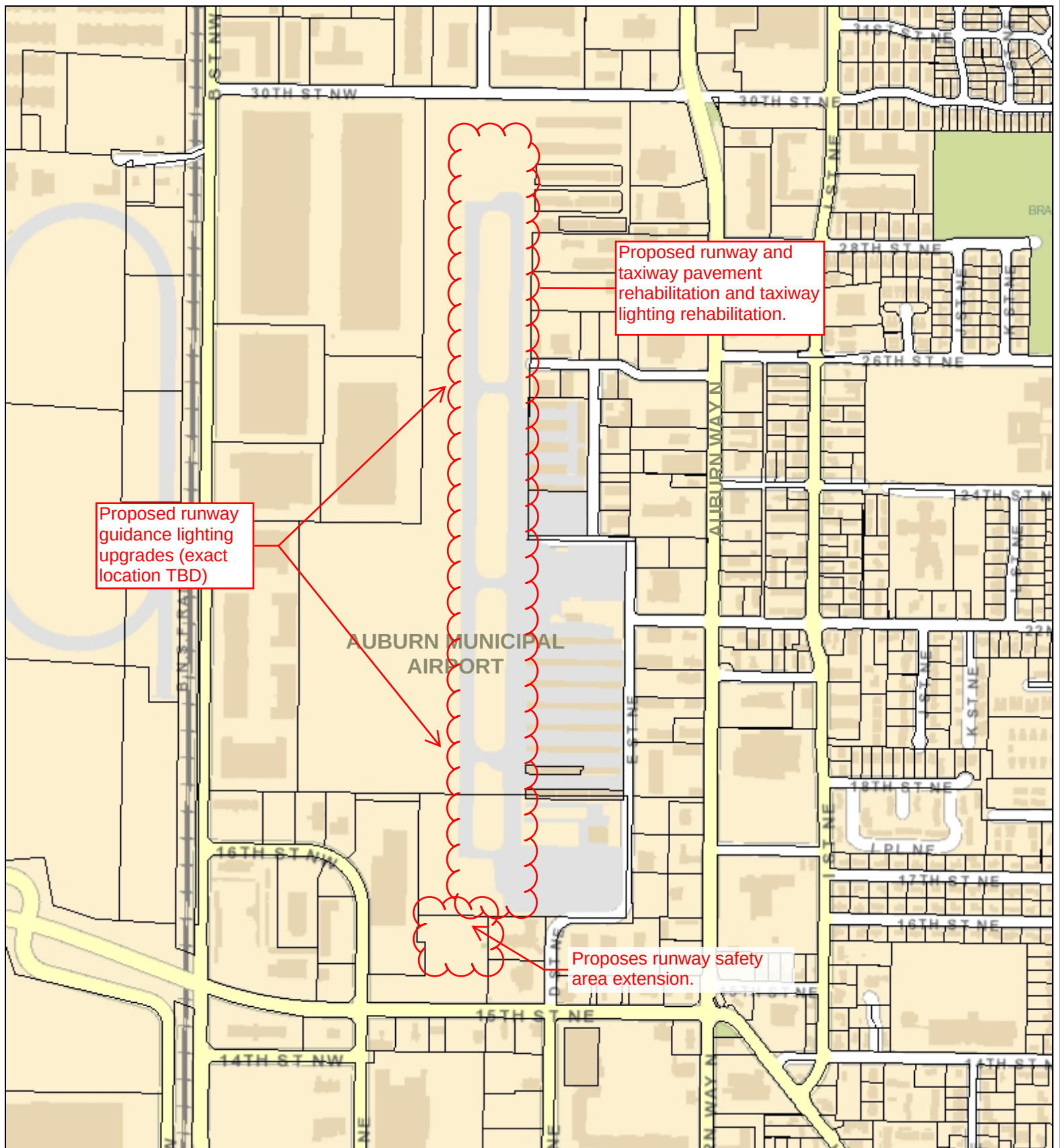
## THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/31/2022

| NUMBER                        | TITLE                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------|
| 150/5100-14E,<br>Change 1     | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects      |
| 150/5100-17,<br>Changes 1 - 7 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5100-21                   | State Block Grant Program                                                                    |
| 150/5370-12B                  | Quality Management for Federally Funded Airport Construction Projects                        |

## Vicinity Map

Printed Date: 9/30/2019  
Map Created by City of Auburn eGIS  
Imagery Date: May 2015



|         |   |       |         |      |
|---------|---|-------|---------|------|
| 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.

