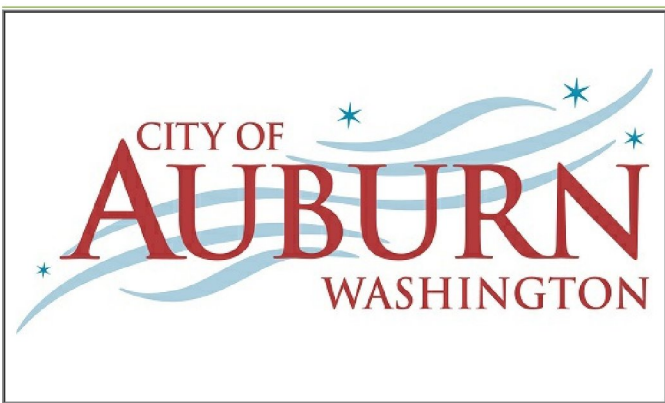


	City Council Meeting January 23, 2023 - 5:30 PM SPECIAL MEETING City Hall Council Chambers AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The Auburn Special City Council Meeting scheduled for Monday January 23, 2023 at 5:30 p.m. will be held in person and virtually.

Virtual Participation Link:

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

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

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

Telephone: 253 205 0468

Toll Free: 888 475 4499

Zoom: <https://us06web.zoom.us/j/87024085488>

A. Pledge of Allegiance

IV. Roll Call

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Tamil Heritage Month

Mayor Backus to proclaim January 2023 as "Tamil Heritage Month" in the City of Auburn

VI. APPOINTMENTS

A. Auburn Junior City Council

City Council to approve the reappointment of Waylon Menzia to the Auburn Junior City Council for a six month term expiring June 30, 2023

(RECOMMENDED ACTION: Move to approve the reappointment of Waylon Menzia to the Auburn Junior City Council, for a six month term to expire June 30, 2023.)

B. Transportation Advisory Board

City Council to approve the reappointments of Dennis Grad and Riley Patterson to the Transportation Advisory Board for a three year term expiring December 31, 2025

City Council to approve the reappointment of Waylon Menzia to the Transportation Advisory Board for a six month term expiring June 30, 2023

(RECOMMENDED ACTION: Move to approve the reappointments of Dennis Grad and Riley Patterson to the Transportation Advisory Board, for a three year term to expire December 31, 2025)

(RECOMMENDED ACTION: Move to approve the reappointment of Waylon Menzia to the Transportation Advisory Board, for a six month term to expire June 30, 2023.)

C. Auburn Lodging Tax Advisory Committee

City Council to approve the reappointment of Bob Fraser to the Auburn Lodging Tax Advisory Committee for a three year term expiring December 31, 2025

(RECOMMENDED ACTION: Move to approve the reappointment of Bob Fraser to the Auburn Lodging Tax Advisory Committee for a three year term expiring December 31, 2025.)

D. Auburn Tourism Board

City Council to approve the reappointments of Malia Dale, Pearl Serrano and Ronnie Roberts to the Auburn Tourism Board for a three year term expiring December 31, 2025

(RECOMMENDED ACTION: Move to approve the reappointments of Malia Dale, Pearl Serrano and Ronnie Roberts to the Auburn Tourism Board for a three year term expiring December 31, 2025.)

E. Auburn Cemetery Board

City Council to approve the appointment of Tim Pierce to the Auburn Cemetery Board for a three year term expiring December 31, 2025

City Council to approve the reappointments of Judi Roland and Robert Rakos to the Auburn Cemetery Board for a three year term expiring December 31, 2025

(RECOMMENDED ACTION: Move to approve the appointment of Tim Pierce to the Auburn Cemetery Board for a three year term expiring December 31, 2025)

(RECOMMENDED ACTION: Move to approve the reappointments of Judi Roland and Robert Rakos to the Auburn Cemetery Board for a three year term expiring December 31, 2025.)

F. Urban Tree Board

City Council to approve the reappointment of Brooksie Hall to the Urban Tree Board for a three year term expiring December 31, 2025

(RECOMMENDED ACTION: Move to approve the reappointment of Brooksie Hall to the Urban Tree Board for a three year term expiring December 31, 2025.)

VII. AGENDA MODIFICATIONS

VIII. 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.)**

IX. 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. Councilmember Vacancy Ad Hoc Committee (Chair Baggett)

X. 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 December 12, 2022, City Council Study Session Meeting

B. Minutes of the December 19, 2022, City Council Meeting

C. Claims Voucher (Thomas)

Claims voucher list dated January 3, 2023 which includes voucher number 470679, in the amount of \$119,508.72 and one wire transfer in the amount of \$12,182.10

Claims voucher list dated January 17, 2023 which includes voucher numbers 470680 through 470868, in the amount of \$7,424,881.22 and one wire transfer in the amount of \$753,284.53

Claims voucher list dated January 17, 2023 which includes voucher numbers 470869 through 470889, in the amount of \$5,039,992.53 and two wire transfers in the amount of \$663,623.69

D. Payroll Voucher (Thomas)

Payroll check numbers 539454 through 539458 in the amount of \$692,381.52, electronic deposit transmissions in the amount of \$2,290,888.85 for a grand total of \$2,983,270.37 for the period covering December 15, 2022 to December 28, 2022

Payroll check numbers 539460 through 539465 in the amount of \$80,717.31, electronic deposit transmissions in the amount of \$2,448,624.52, also a special payroll for our Sick Leave Cash out with electronic deposit transmission in the amount of \$26,639.76 for a grand total of \$2,555,981.59 for the period covering December 29, 2022 to January 11, 2023

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. RESOLUTIONS

A. Resolution No. 5696 (Comeau)

A Resolution authorizing the Mayor to terminate the existing lease and enter into a lease agreement with Spanaflight, LLC at the Auburn Municipal Airport

(RECOMMENDED ACTION: Move to adopt Resolution No. 5696.)

XIV. INTERVIEWS AND SELECTION

A. Interviews of Councilmember Candidates

B. Selection of Councilmember to Fill Vacant Council Seat

The City Council will select a new Councilmember to fill the vacant position by a majority vote

XV. MAYOR AND COUNCILMEMBER REPORTS

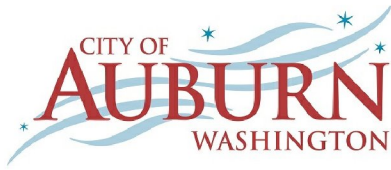
At this time the Mayor and City Council may report on significant items associated with their appointed positions on federal, state, regional and local organizations.

A. **From the Council**

B. **From the Mayor**

XVI. ADJOURNMENT

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

Agenda Subject:

Minutes of the December 12, 2022, City Council Study Session Meeting

Date:

January 18, 2023

Department:

City Council

Attachments:

[12-12-2022 Minutes](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

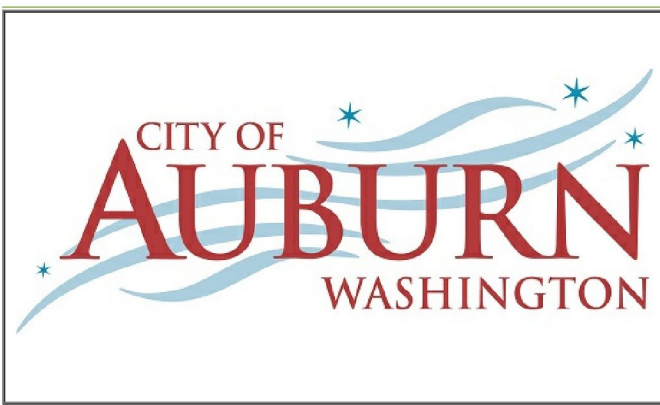
Revised Budget: \$0

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

Meeting Date: January 23, 2023

Staff:

Item Number: CA.A

	City Council Study Session Community Wellness Special Focus Area December 12, 2022 - 5:30 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. PUBLIC PARTICIPATION

A. Public Participation

The City Council Meeting was held in person and virtually.

B. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, and Yolanda Trout-Manuel. Councilmember Chris Stearns was excused.

Department directors and staff members present include: Senior Staff City Attorney Doug Ruth, Assistant Chief of Police Samuel Betz, Director of Public Works Ingrid Gaub, Director of Innovation and Technology David Travis, Director of Community Development Jeff Tate, Director of Finance Jamie Thomas, Economic Development Manager Jenn Francis, Economic Development Coordinator Abid Rahmani, Senior Planner Josh Steiner, Planner Nicole Benert, Financial Planning Manager Frank Downard, Business Systems Analyst Chrissy Malave, and Deputy City Clerk Hannah Scholl.

III. AGENDA MODIFICATIONS

There were no modifications to the agenda.

IV. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

A. 3rd Quarter 2022 Financial Report Update (Thomas) (20 Minutes)

Director Thomas provided Council with the 2022 Third Quarter Financial Update including the General Fund revenue overview, General Fund expenditures by department, Retail Sales Tax, Utility Tax, Intergovernmental Funds, charges for service, Real Estate Excise Tax, and an ARPA Update.

Council discussed the General Fund expenditures by department, insurance benefits, number of LEOFF 1 members, sales tax, utility assistance program, capital projects, housing voucher program, wireless access points, and the timeframe to spend ARPA Funds.

B. Economic Development & DEI (Tate) (20 Minutes)

The Economic Development Manager and Economic Development Coordinator will present information about Diversity, Equity, and Inclusion work within the Division

Manager Francis and Coordinator Rahmani provided Council with an overview of Diversity, Equity, and Inclusion in the Economic Development division including Microenterprise Assistance Services, Trillium Partnership, Community Business Connector, Boards and Commissions, outreach, and the Broken Windows Repair Assistance Program.

Council discussed the Downtown Auburn Cooperative, Business Connector, outreach to business, broken window repair budget, boundaries of the Business Improvement Area (BIA), Auburn Chamber of Commerce, Microenterprise services, and the recruitment process for Board and Commission members.

Attorney Ruth clarified with Councilmember Baldwin that the request to add the Broken Window Repair Assistance Program as a line item in the Budget, is an item Council is wanting to move forward. Councilmember Baldwin confirmed, consensus was asked for, Council agreed. Mayor Backus informed Council that the topic would best fit as a portion of the Budget Amendment discussions in the first quarter of 2023.

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Resolution No. 5695 (Council) (10 Minutes)

A Resolution accepting the resignation of Councilmember Chris Stearns

Deputy Mayor Jeyaraj provided Council with an overview of Resolution No. 5695 including a history of Councilmember Stearns' career and thanked him for his service to the City.

Council discussed their appreciation for Councilmember Stearns, an Ad-Hoc Committee for the vacant position, and the timeframe.

Deputy Mayor asked Councilmembers Baggett and Trout-Manuel to be part of the Ad-Hoc Committee, both Councilmembers agreed. The first meeting is scheduled for December 13, 2022.

B. Ordinance No. 6894 (Tate) (45 Minutes)

An Ordinance relating to Planning; adopting 2022 Annual Comprehensive Plan Map and Text Amendments pursuant to the provisions of RCW Chapter 36.70A and adopting corresponding rezones related to certain map amendments

Director Tate introduced Senior Planner Steiner and Planner Benert who provided Council with an overview of Ordinance No. 6894 which adopts the 2022 Annual Comprehensive Plan Map and Text Amendments pursuant to the provisions of RCW Chapter 36.07A and corresponding rezones related to certain map amendments.

They provided an overview of the purpose, process for submittals, Capital Facilities Plan Update, land use element, and special purpose zones.

Council discussed zoning, and campus like usage.

C. Ordinance No. 6897 (Tate) (5 Minutes)

An Ordinance amending Sections 19.02.115, 19.02.120, 19.02.130, and 19.02.140 of the Auburn City Code relating to School Impact Fees

Senior Planner Steiner and Planner Benert provided Council with an overview of the 2023 School Impact Fees including requested fees for each school district.

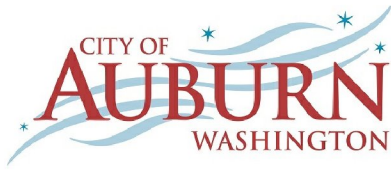
VI. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:58 p.m.

APPROVED this 23rd day of January, 2023.

JAMES JEYARAJ, DEPUTY MAYOR 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.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 December 19, 2022, City Council Meeting

Department:

City Council

Attachments:

[12-19-2022 Minutes](#)

Date:

January 18, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

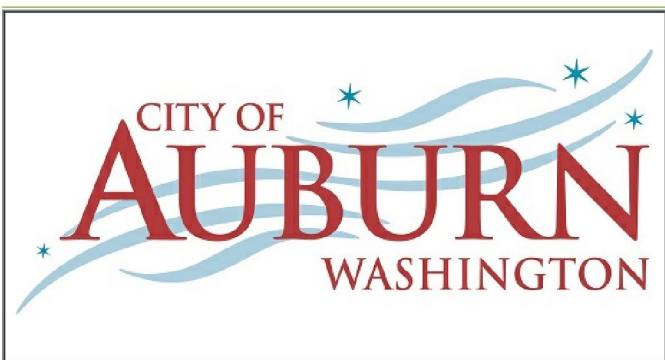
Revised Budget: \$0

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

Meeting Date: January 23, 2023

Staff:

Item Number: CA.B

	City Council Meeting December 19, 2022 - 7:00 PM City Hall Council Chambers MINUTES Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. LAND ACKNOWLEDGEMENT

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

III. PUBLIC PARTICIPATION

1. Public Participation

The 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.

IV. Roll Call

Councilmembers present: Deputy Mayor James Jeyaraj, Bob Baggett, Kate Baldwin, Larry Brown, Robyn Mulenga, Chris Stearns, and Yolanda Trout-Manuel.

Department directors and staff members present included:
City Attorney Kendra Comeau, Chief of Police Mark Caillier, Director of Public Works Ingrid Gaub, Director of Parks, Director of Human Resources & Risk Management Candis Martinson, Director of Finance Jamie Thomas, Chief Equity Officer Brenda Goodson-Moore, Director of Community Development Jeff Tate, Director of Administrative Dana Hinman, Business Systems Analyst Jonathan Barbano, and City Clerk Shawn Campbell.

V. ANNOUNCEMENTS, MAYOR'S PROCLAMATIONS, AND PRESENTATIONS

A. Junior City Council Presentation (Hinman)

The Auburn Junior City Council to provide a report to the Auburn City Council on their

activities and goals

Wylan Menzia Chair of the Auburn Junior City Council, Jonathan Mulenga Vice Chair of the Auburn Junior City Council and Janine Park Junior City Council Outreach Coordinator, shared the accomplishments and goals for the Junior City Council.

Council asked the number of Junior City Councilmembers planning to attend the National League of Cities Conference.

VI. APPOINTMENTS

A. Human Services Committee

City Council to approve the appointments of Carmen Goers and Kelly Lindberg to the Human Services Committee for a three year term expiring December 31, 2025

Councilmember Brown moved and Councilmember Trout-Manuel seconded to reappoint Carmen Goers and Kelly Lindberg to the Human Services Committee for a three year term to expire on December 31, 2025.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Junior City Council

City Council to approve the appointments of Jonathan Mulenga and Janine Park to Junior City Council for a two year term expiring August 31, 2024

Deputy Mayor Jeyaraj moved and Councilmember Stearns seconded to approve the reappointments of Jonathan Mulenga and Janine Park to the Junior City Council for a two year term expiring August 31, 2024.

MOTION CARRIED UNANIMOUSLY. 7-0

VII. AGENDA MODIFICATIONS

All four appointments on the agenda are reappointments.

Ordinance No. 6889 and 6890 have been removed from the agenda.

VIII. 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.

Kevin Piper 1402 2nd ST NE Auburn
Mr. Piper expressed concerns regarding Ordinance No. 6889.

B. Correspondence

There was no correspondence for Council to review.

IX. 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. Councilmember Vacancy Ad Hoc Committee (Chair Baggett)

Councilmember Baggett, Chair of the Councilmember Vacancy ad hoc committee, reported they met with staff to set the procedure for the appointment of the vacant Council position and reviewed the procedure.

X. 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 November 21 and December 5, 2022 City Council Meetings

B. Minutes of the November 28, 2022 Study Session Meeting

C. Claims Voucher (Thomas)

Claims voucher list dated December 19, 2022 which includes voucher numbers 470406 through 470557, in the amount of \$5,514,709.85 and two wire transfers in the amount of \$574,309.26

D. Payroll Voucher (Thomas)

Payroll check numbers 539448 through 539453 in the amount of \$76,999.76, electronic deposit transmissions in the amount of \$2,558,716.84 for a grand total of \$2,635,716.60 for the period covering December 1, 2022 to December 14, 2022

Deputy Mayor Jeyaraj moved and Councilmember Baggett seconded to approve the consent agenda.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. UNFINISHED BUSINESS

There was no unfinished business.

XII. NEW BUSINESS

Councilmember Baldwin made a motion to table Ordinance no. 6889 to the January 9th Study Session Meeting, Councilmember Trout-Manuel seconded.

Council discussed establishing language of appropriate caps on the Mayor's leave balances.

MOTION CARRIED. 5-2 Councilmembers Stearns and Brown opposed.

Councilmember Baldwin made a motion to table Ordinance 6890 to the January 9th Study Session Meeting, Councilmember Trout-Manuel second.

Council discussed setting leave in accordance to a DEI lenses.

MOTION CARRIED. 6-1 Councilmember Brown opposed.

XIII. ORDINANCES

A. Ordinance No. 6891 (Martinson)

An Ordinance repealing Chapter 2.60 of the Auburn City Code (ACC) related to City office hours and employee lunch hours

Councilmember Mulenga moved and Councilmember Stearns seconded to approve Ordinance No. 6891.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Ordinance No. 6894 (Tate)

An Ordinance relating to Planning; adopting 2022 Annual Comprehensive Plan Map and Text Amendments pursuant to the provisions of RCW Chapter 36.70A and adopting the Capital Facilities Plans of Auburn and various School Districts

Councilmember Stearns moved and Councilmember Brown seconded to approve Ordinance No. 6894.

MOTION CARRIED UNANIMOUSLY. 7-0

C. Ordinance No. 6897 (Tate)

An Ordinance amending Sections 19.02.115, 19.02.120, 19.02.130 and 19.02.140 of the Auburn City Code relating to School Impact Fees

Councilmember Stearns moved and Councilmember Baggett seconded to approve Ordinance No. 6897.

MOTION CARRIED UNANIMOUSLY. 7-0

XIV. RESOLUTIONS

A. Resolution No. 5694 (Martinson)

A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the City Of Auburn and Teamsters Union Local No. 117 – Outside Unit for 2023-2025

Councilmember Brown moved and Councilmember Stearns seconded to approve Resolution No. 5694.

MOTION CARRIED UNANIMOUSLY. 7-0

B. Resolution No. 5695 (Council)

A Resolution accepting the resignation of Councilmember Chris Stearns

Deputy Mayor Jeyaraj moved and Councilmember Mulenga seconded to approve Resolution No. 5695.

Council discussed their appreciation of Councilmember Stearns.

Councilmember Stearns thanked the Mayor, Council, and Staff for their support and the honor of serving with them.

MOTION CARRIED UNANIMOUSLY. 7-0

XV. 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 Baggett reported he attended the Emergency Management Advisory Committee, and the Arts for Love Holiday Extravaganza event.

Councilmember Baldwin reported she attended the South Sound Coalition Legislative Breakfast, and the Holiday Leadership Reception.

Councilmember Stearns reported he attended the Statewide Taskforce on Missing and Murdered Indigenous People.

Councilmember Trout-Manuel reported she attended the National League of Cities Human Development Committee, Domestic Violence Taskforce, King County Best Starts for Kids, Juvenile Detention Steering Committee, Mountainview High School Multicultural Event, and the Emerald Downs event. Councilmember Trout-Manuel spoke about the success of Community Court and the Mayors words to the graduates.

B. From the Mayor

Mayor Backus reported she held finalist interviews for the South King Housing and Homelessness Partners (SKHHP) Executive Manager position, Congresswoman Kim Schrier's Mayors meeting, Breakfast with Santa event, meeting with City of Tacoma regarding the City's Community Court, retirement party for Algona Mayor Dave Hill, funeral for Mike Peterson, and the Valley Regional Fire Authority Toy Collection event.

Mayor thanked the Council and Staff for their hard work over the past year.

XVI. ADJOURNMENT

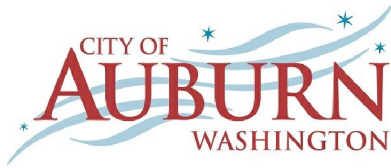
There being no further business to come before the Council, the meeting was adjourned at 7:51 p.m.

APPROVED this 23rd day of January, 2023.

NANCY BACKUS, MAYOR

Shawn Campbell, City Clerk

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AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Voucher (Thomas)

Date:

January 18, 2023

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 January 3, 2023 which includes voucher number 470679, in the amount of \$119,508.72 and one wire transfer in the amount of \$12,182.10.

Claims voucher list dated January 17, 2023 which includes voucher numbers 470680 through 470868, in the amount of \$7,424,881.22 and one wire transfer in the amount of \$753,284.53.

Claims voucher list dated January 17, 2023 which includes voucher numbers 470869 through 470889, in the amount of \$5,039,992.53 and two wire transfers in the amount of \$663,623.69.

Reviewed by Council Committees:

Councilmember: Baggett

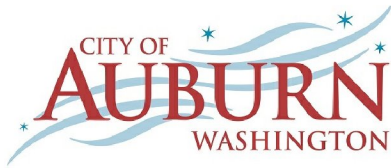
Staff:

Thomas

Meeting Date: January 23, 2023

Item Number:

CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Voucher (Thomas)

Date:

January 18, 2023

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 539454 through 539458 in the amount of \$692,381.52, electronic deposit transmissions in the amount of \$2,290,888.85 for a grand total of \$2,983,270.37 for the period covering December 15, 2022 to December 28, 2022.

Payroll check numbers 539460 through 539465 in the amount of \$80,717.31, electronic deposit transmissions in the amount of \$2,448,624.52, also a special payroll for our Sick Leave Cash out with electronic deposit transmission in the amount of \$26,639.76 for a grand total of \$2,555,981.59 for the period covering December 29, 2022 to January 11, 2023.

Reviewed by Council Committees:

Councilmember: Baggett

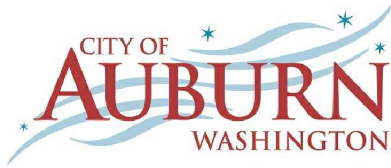
Staff:

Thomas

Meeting Date: January 23, 2023

Item Number:

CA.D



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5696 (Comeau)

Date:

January 18, 2023

Department:

Legal/PW

Attachments:

[Resolution No. 5696](#)

[RES 5696 Exhibit A Existing Lease](#)

[RES 5696 Exhibit B Termination Agreement](#)

[RES 5696 Exhibit C New SpanaFlight Lease](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

City Council to approve Resolution No. 5696.

Background for Motion:

City staff recommend the adoption of Resolution 5696, authorizing the Mayor to terminate the existing lease with SpanaFlight and to enter into a lease agreement with SpanaFlight, LLC for different space available at the Auburn Municipal Airport.

Background Summary:

SpanaFlight, LLC has been a long-term tenant providing flight training and other aeronautical services at the Auburn Municipal Airport. Terminating their existing lease and entering into a new lease for a different premises at the Airport will help ensure SpanaFlight's success, retain them as a prospering tenant and secure the services SpanaFlight provides on the Airport and to the Auburn Community.

Reviewed by Council Committees:

Councilmember: Jeyaraj

Staff:

Comeau/Gaub

Meeting Date: January 23, 2023

Item Number:

RES.A

RESOLUTION NO. 5696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO TERMINATE THE EXISTING LEASE AND ENTER INTO A LEASE AGREEMENT WITH SPANAFLIGHT, LLC AT THE AUBURN MUNICIPAL AIRPORT

WHEREAS, SpanaFlight LLC has leased space for flight training and other aeronautical purposes at the Auburn Municipal Airport (the “Airport”) for the premises approved under Resolution 5562; and

WHEREAS, due to changing business needs SpanaFlight desires a different premises at the Airport as reflected in this Resolution; and

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

Section 1. The Auburn City Council authorizes the Mayor to terminate the existing lease agreement attached as “Exhibit A” by executing the termination agreement attached as Exhibit “B.” The City Council further authorizes the Mayor to execute the new SpanaFlight, LLC lease agreement attached as Exhibit “C”.

Section 2. The Mayor is authorized to implement those administrative procedures and/or execute minor amendments 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

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND SPANAFLIGHT, LLC

THIS LEASE AGREEMENT (the "Lease") is entered into this 16th December, 2020 by and between the City of Auburn, a Washington municipal corporation ("Landlord," or "City") and Spanaflight, LLC, a Washington Limited Liability Company (the "Tenant").

RECITALS:

1. The City owns and operates The Auburn Municipal Airport which has space available for lease; and
2. Tenant wishes lease space on airport property for the purpose of aircraft rentals and flight training/instruction; and
3. The City of Auburn is authorized by RCW 14.08.120(1)(d) to lease city owned property to Tenant for the common benefit; and
4. The Auburn City Council approved this Lease through its enactment of Resolution 5562.

NOW, THEREFORE, in consideration of their mutual promises set out in this Lease, Tenant, and The City agree as follows:

ARTICLE 1: PREMISES LEASED

1.1) Landlord agrees lease to Tenant, and Tenant agrees to lease from Landlord, the following property:

- a. Instruction Office #1, Instruction Office #2 and the Flight Planning Room, located in the Airport Administration Building at 2143 E St NE and depicted on **Exhibit A** to this Lease;
- b. 2,400 square feet of Airport land as depicted in **Exhibit B** to this Lease;

- c. Two (2) airplane tie-downs at a mutually agreed location on Airport property;
- d. Up to twenty (20) hours/week use of the Airport Administration Building's classroom scheduled in advance with the Airport office.

1.2) Tenant acknowledges and agrees that it is relying solely on its inspection and investigation of the Premises, and accepts the property "AS-IS, WHERE IS" in its present condition with no warranties of any kind, expressed or implied, either oral or written, made by Landlord or any employee, agent or representative of Landlord with respect to the physical condition of the Premises. Tenant shall have determined to its satisfaction upon its execution hereof that the Premises can be used for the purposes it intends and which are described in Article 4 below and permitted under this lease. Tenant acknowledges and agrees that neither Landlord nor Landlord's employees, agents, representatives or otherwise have made, and does not make any representations or warranties of any kind or character whatsoever, whether expressed or implied, with respect to the habitability, leaseability or suitability for commercial purposes, merchantability, or fitness for a particular purpose of the Premises. Landlord also expressly disclaims any warranties regarding the presence or absence on the Premises of any hazardous substances, wastes or materials as defined by State, Federal or Local Law. Landlord represents that to the best of its knowledge, without duty of inquiry, there are no hazardous wastes or materials on, in or under the Premises.

1.3) No building, structure, or improvements of any kind shall be erected, placed upon, operated or maintained on the Premises, except as follows:

Tenant may locate a temporary modular building no larger than 20'x 32' in a location and orientation approved by Landlord within the leased premises described in **Exhibit B** to this Lease. Tenant is responsible for the full cost and expense of bringing in and establishing this modular building, and for repairing any damage to Airport land or facilities in connection with its establishment or removal, including, but not limited to, all costs associated with transportation, set up, removal, rental and insurance costs, utility hook ups, establishing and maintaining of utility accounts, and any costs to remove, reconfigure and replace the Airport perimeter fencing as may be allowed by Landlord.

1.4) Tenant shall not conduct any business or operation at the Premises that violates any ordinance, law, or statute, or any by-law, order, or rule of any governmental agency with jurisdiction.

1.5) Landlord acknowledges Tenant's desire to expand its Premises within the Airport Administration Building as space becomes available, and accordingly gives Tenant "first opportunity" to lease any space that becomes available during the Initial or any Extended term of Tenant's Lease. Both Parties agree to negotiate terms for the expansion space in good faith.

ARTICLE 2: TERM

2.1) Initial Term. The initial term of this Lease shall begin on **January 1, 2021** (the "Commencement Date"), and terminate at midnight on December 31, 2024, unless sooner terminated pursuant to any provision of this Lease (the "Term"). If Landlord cannot for any reason deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be liable and this lease shall remain valid. In such event the Lease Term shall commence on the date possession is actually tendered to Tenant, but the Expiration Date shall not be adjusted.

2.2) Extension Options. Provided that Tenant faithfully performs all of the terms and conditions of this Lease, City grants to Tenant the option to extend the currently effective Lease term for three (3) years, three (3) consecutive times ("Extension Options"). Each of the Extension Options must commence immediately following the conclusion of the prior term without interruption or a delay in the next three year term. Each Extension Option shall be exercisable only by written notice ("Exercise Notice"), which Tenant must deliver to the City in accordance with Article 12 below, between August 1 and August 31 of the then final term year. Each Extension Option is personal to the Tenant and may not be assigned or exercised, voluntarily or involuntarily, by or to, any person or entity other than the Tenant. Each Extension Option is only available to and exercisable by Tenant when Tenant actually physically possesses the Premises.

2.3) Default: Rights Personal. Notwithstanding anything in the foregoing to the contrary, at City's option, and in addition to all of City's remedies under this Lease, at law or in equity, the applicable Extension Option shall not be deemed properly exercised if, as of the date Tenant delivers the applicable Exercise Notice Subtenant has previously been in default under the Lease beyond all applicable notice and cure periods.

ARTICLE 3: RENT, FEES AND LEASEHOLD TAX

3.1) Upon commencement of the Initial Term, Tenant shall pay to the City of Auburn a Base Rent of \$1,635.00 per month for the Premises, which includes Tenant's usage, maintenance and utilities within the common areas of the Airport Administration Building. In addition to the Base Rent, Tenant shall pay the following fees and charges to Landlord:

- a. A monthly Security Fee of Ten Dollars (\$10.00) per door for the two doors included in this lease;

- b. Pursuant to RCW 82.29A, a leasehold excise tax of 12.84% of the monthly Base Rent and Security Fee;

Tenant's Base Rent, Security Fee and leasehold tax (together "Rent") are \$1,844.93/month for the first year of the Initial Term. Tenant's Rent may adjust after the first year as provided in paragraph 3.2.

Rent shall be paid in full at the office of the Airport Manager or at such other office as may be directed in writing by the City, on the 1st calendar day of the month in advance. Rent shall be paid without notice, demand, offset, abatement or deduction of any kind and should reference: **SF / Airport Admin Bldg. Lease**. If commencing or extending on a date other than the first (1st) day of the month then the Rent shall be prorated on a per diem basis and paid in full through the end of the current month upon commencement of the Lease.

3.2) Rent adjustments. Tenant's Base Rent during the Paragraph 2.1 Initial Term is subject to annual adjustments starting January 1, 2022 based on the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), measured from August of previous year to August of the then current year. Adjustments to Tenant's Base Rent shall not exceed 5% from that of the previous year. A negative CPI-W adjustment will not reduce Tenant's Base Rent. Rent for an Extension beyond the Initial Term shall be established in accordance with Paragraph 3.4 of this Lease.

3.3) Late Charges. Tenant hereby acknowledges that late payments of Rent or any other sums due hereunder will cause the Landlord to incur costs not otherwise contemplated by this Lease. Accordingly, if any installment of Rent or any other sum due from Tenant is not received by the Landlord within ten (10) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay the Landlord a late charge equal to 12% of the overdue amount. The parties agree that such late charges represent a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder. In addition to the late charges provided for in this section, interest shall accrue on rent, or any other sums due hereunder, at the rate of one and one-half percent (1 and 1/2%) per month from the date due until paid in full.

3.4) Extension Option Rent. The Rent payable by Tenant during the applicable Extension Option (the "Option Rent") shall be determined by the parties. If the parties cannot agree upon the Base Rent amounts prior to November 1 of the then current final term year, the option shall terminate and this Lease shall terminate on the Expiration Date. In no event shall the Option Rent be less than the current annual rent.

ARTICLE 4: PERMISSIBLE USES

Tenant shall use the Premises for conducting commercial aeronautical uses only. Tenant acknowledges and agrees that this lease is not subject to RCW 59.18. All Fixed Base Operators (FBO's) shall be subject to Auburn City Code (ACC) 12.56, the Airport Rules and Regulations, and the Auburn Municipal Airport's Minimum Operating Standards, hereby attached for reference. FBO services authorized to be conducted by Tenant on the Premises may include some or all of the following:

- Aircraft Leasing or Rental Services
- Flight Training Services

Additional services may be permitted at the discretion of the Landlord and may be subject to additional requirements and fees. Tenant agrees to remain compliant with the most current version of the Auburn City Code, Airport Rules and Regulations and Minimum Operating Standards as they may be updated and amended during the term and any extended terms of the lease.

ARTICLE 5: HOLDOVER & ABANDONMENT

5.1) Holdover. If Tenant remains in possession of the Premises beyond the expiration of the then active Lease, Tenant shall be deemed to be Holding Over the Premises and this shall be referred to as the ("Holdover Period"). Rent during the Holdover Period ("Holdover Rent") shall be charged at an amount equal to double the then current monthly Base Rent. The Holdover Rent shall be subject to the Security Fee and State Leasehold Excise Tax described in Article 3.1. Upon agreement of an extension or otherwise new Lease between Tenant and Landlord, Landlord shall pro-rate the Holdover Rent for the Holdover period. If a new agreement cannot be reached and active negotiations cease to exist then this Lease shall automatically convert to a month-to-month term with rent continuing at the Holdover Rent amount.

5.2) Abandonment. Abandonment of the leased premises, or vacation or desertion of said Premises for a period of thirty (30) days shall be deemed a default of this Lease and it shall be lawful for Landlord, its attorneys or representative to re-enter into and repossess the premises.

ARTICLE 6: MAINTENANCE

6.1) Landlord's Responsibilities. Landlord shall, at their own cost and expense, be responsible for repair and maintenance of the following: the exterior of the Administration Building including: Exterior walls, roof, gutters, downspouts, foundation, exterior doors and windows. Landlord shall also be responsible for repair and maintenance of all sidewalks, landscaping, parking lots, Airport perimeter fencing and access gates (vehicular & pedestrian). Landlord shall not be required to repair damage which results from the act of negligence by the Tenant, his agents, servants, or employees. If Landlord refuses or neglects to complete repairs, either promptly or adequately, Tenant may, but shall not be required to complete the repairs and Landlord shall pay the costs thereof.

6.2) Tenant's Responsibilities. At its own cost and expense, Tenant shall be responsible for:

- a. Administration Building. Tenant will be responsible for their own set up and maintenance of internet and communication system and services. Tenant will also be responsible for any modifications that may be made to their premises and any repairs or maintenance required as a result of Tenant's negligence.
- b. Modular Building. Tenant will be responsible for all maintenance to the interior, exterior and utility hookups.
- c. Land Lease Area. Tenant will keep the land lease area clean and free of trash, debris or refuse at all times.
- d. Janitorial. Tenant will be solely responsible, for all janitorial service and supplies for those spaces exclusively occupied by Tenant.

Tenant shall not be required to repair damage caused by the negligence of Landlord, his agents, servants or employees, or by any peril included within the Landlord's property insurance coverage.

If Tenant refuses or neglects to commence or complete any required repairs within thirty (30) days of written notice by the Landlord, Landlord may, but shall not be required to, commence or complete the repairs and demand that Tenant pay the associated repair costs.

6.3) Natural Disaster or Act of God.

- a. Damage or destruction of 33% or less. If the cost of repairing or reconstructing the Premises to its condition and form immediately prior to damage by a natural disaster or act of God is 33% or less of its then new replacement cost, then Landlord shall timely repair, restore, and reconstruct the damaged Premises substantially to its condition before the damage occurred. All such work shall be carried out according to plans and specifications prepared by a licensed architect or engineer (if such an architect or engineer is reasonably required given the scope and nature of the work). Tenant shall continue to owe Landlord the Rent and other monies due under this lease to the extent that the premises remains

useable to Tenant (pursuant to Article 4 of this lease) during such period of reconstruction and/or restoration.

- b. Damage or destruction of more than 33%. If the cost of repairing or reconstructing the Premises to its condition and form immediately prior to damage by a natural disaster or act of God is more than 33% of its then new replacement cost, then Landlord, in its sole discretion may elect to terminate this Lease by giving Tenant written notice within thirty (30) days after the damage. If no termination notice is given, all obligations of the parties in this Lease shall continue. In no event shall Landlord be responsible for damage to Tenant's personal property located on or within the Premises.

6.5) Damage Due to Fire. If the Premises is damaged or destroyed by a fire that the local fire authority determines the Tenant did not cause, Sections 6.3 and 6.4 above shall apply. If the local Fire Authority determines that the Tenant caused such fire (by itself or through a guest, agent, employee, student or otherwise), then Tenant shall pay the cost of repair, restoration, reconstruction or replacement of the Premises. Repairs, reconstruction or replacement of the Premises shall be done in a commercially reasonable manner and with the approval of the Landlord and all obligations under this Lease, including Rent shall remain in full force during such period of repair, restoration, reconstruction or replacement.

ARTICLE 7: ENVIRONMENTAL PROVISIONS

7.1) Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition by any person upon Landlord of any obligation or cost ("liability") of whatever form, including, without limitation, damages; claims; governmental investigations, proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or from the failure to satisfy a requirement of any environmental or land use law or regulation, proximately resulting from Tenant's use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

7.2) Tenant has inspected the Premises and accepts it in its present condition. Tenant shall not cause the premises to be contaminated in any way and in the event of contamination shall immediately report such contamination to Landlord and shall cause any such contamination to be remedied by that method recognized by Washington State Department of Ecology and shall indemnify and hold Landlord harmless from all costs involved in implementing the remedy.

7.3) Any other provision of this Lease to the contrary notwithstanding, Tenant's breach of any covenant contained in this Article 9 shall be an Event of Default empowering Landlord, in addition

to exercising any remedy available at law or in equity or otherwise pursuant to this Lease, to terminate this Lease and to evict Tenant from the Premises forthwith, or to terminate Tenant's right to possession only without terminating this Lease.

7.4) Tenant shall notify Landlord within twenty-four (24) hours of any release of a reportable quantity of any hazardous substance (as defined by CERCLA, 42 U.S.C. §§9601, et. seq. and/or RCW 70A.305, the Washington Model Toxics Control Act), or of the receipt by Tenant of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Tenant fails to comply with any of the requirements of this article, Landlord may undertake, without cost or expense to Landlord, any actions necessary to protect Landlord's interest including steps to comply with such laws.

ARTICLE 8: INSURANCE COVERAGE, INDEMNIFICATION / HOLD HARMLESS

8.1) Insurance. In accordance with Article 4 of the *Auburn Municipal Airport Minimum Operating Standards*, as may be amended from time to time, a copy of which can be found at auburnmunicipalairport.com/documents-and-forms hereby incorporated by this reference, Tenant shall at all times have in effect the following types of minimum amounts of insurance as applicable to the business to be conducted:

- (I) Commercial General Liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
- (II) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of at least \$300,000 per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an endorsement is required providing \$2,000,000 per occurrence limits of liability for bodily injury and property damage.
- (III) Special Causes of Loss Property Form covering all improvements and fixtures on the commercial airport operator's premises in an amount no less than the full replacement cost thereof, to the extent of the commercial airport operator's insurable interest in the premises.
- (IV) Worker's compensation insurance as required by law and employer's liability insurance in the amount of \$100,000 per accident, \$100,000 disease per person,

\$500,000 disease policy limit.

- (V) Aircraft liability insurance in the amount of at least \$2,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.
- (VI) Hangar keeper's liability insurance in the amount of at least \$2,000,000 per occurrence, or more as values or Landlord require.
- (VII) Products-completed operations liability insurance in the amount of at least \$1,000,000 per occurrence.
- (VIII) If applicable, Tenant shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Tenant in the amount of \$1,000,000 each incident, \$2,000,000 aggregate. The policy shall cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.

8.2) In addition to the types and amounts of insurance required in Article 8.1 above, Tenant shall at all times maintain such other insurance as the Landlord may reasonably determine to be necessary for Tenant's airport activities.

8.3) All insurance shall be in a form and from an insurance company with Best's financial rating of at least a B++. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "Additional Insured", and the Tenant shall furnish certificates of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

8.4) The Tenant's insurance coverage shall be primary insurance as respects Landlord. Any insurance, self-insurance, or insurance pool coverage maintained by Landlord shall be in excess of the Tenant's insurance and shall not contribute with it.

8.5) Indemnification / Hold Harmless. The Tenant shall defend, indemnify, and hold harmless Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole gross negligence or willful

misconduct of Landlord. Solely for the purpose of effectuating Tenant's indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under applicable federal, state or local Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. The parties acknowledge that the foregoing provisions of this Section have been specifically and mutually negotiated between the parties.

ARTICLE 9: ASSIGNMENT AND SUBLETTING

9.1) Transfers. Tenant shall not:

- a. Assign, encumber or transfer all of Tenant's interest in this Lease, either voluntarily or by operation of law; or
- b. Sublet or license any part of Tenant's interest in this Lease or in the Premises or permit any part of the Premises to be used or occupied by any person other than Tenant, its employees, customers and others having lawful business with Tenant (collectively, "Transfer") either voluntarily or by operation of law without Landlord's prior written consent.

If Tenant desires Landlord's consent to a Transfer, Tenant shall give Landlord a written Transfer Request that includes:

- (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than ninety (90) days after the date of delivery of the Transfer Request;
- (ii) a description of the portion of the Premises to be transferred (the "Subject Space");
- (iii) all of the terms of the proposed Transfer and the consideration thereof, the name and address of the proposed Transferee; and
- (iv) the nature of Transferee's business operations, proposed uses of the Subject Space and any other information required by Landlord, which will enable Landlord to determine the character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require.

Tenant must also pay landlord the Transfer Application Review fee in the most current City of Auburn Fee Schedule within 30 days of the Transfer Request. Landlord's failure to respond to Tenant's Transfer Request within thirty (30) days of receipt shall be deemed consent to the Transfer. Except as provided in the foregoing sentence, any attempted Transfer made without Landlord's prior consent shall be void and shall constitute a breach of this Lease.

9.2) Landlord's Consent. Landlord shall not unreasonably withhold its consent to any proposed Transfer in a Transfer Request. The parties agree that Landlord's refusal to consent to a Transfer for any of the following reasons is not unreasonable:

(i) in Landlord's judgment, the Transferee is of a character or reputation or engaged in business which is not consistent with the quality of the Airport;

(ii) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

(iii) in Landlord's judgement, Transferee's intended use of the Subject Space do not qualify as an aeronautical use;

(iv) the proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an Airport tenant a right to cancel its lease;

(v) the terms of the proposed Transfer will allow the Transferee to exercise a right of renewal, right of expansion, right of first offer, or other similar right held by Tenant (or will allow the Transferee to occupy space leased by Tenant pursuant to any such right); or

(vi) either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (A) occupies space in the Airport at the time of the request for consent (B) is negotiating with Landlord to lease space on the Airport at such time, or (C) has negotiated with Landlord for space on the Airport during the twelve (12) month period immediately preceding the Transfer Notice.

If Landlord consents to any Transfer under this Section 9.2, Tenant has ninety (90) days after the consent to Transfer the Premises according to the Transfer Request pursuant to Section 9.1 of this Lease. If there are any changes in the Transfer Request (1) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 9.2, or (2) which would cause the proposed Transfer to be more favorable to the Transferee than the original Transfer Request terms, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 9. If Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under Section 9.2 or otherwise has breached or acted unreasonably under this Article 9, their sole remedies shall be a suit for contract damages (other than damages

for injury to, or interference with, Tenant's business including, without limitation, loss of profits, however occurring) or declaratory judgment and an injunction for the relief sought, and Tenant hereby waives all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed Transferee.

9.3) Effect of Transfer. If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord and (iv) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. In the event that Tenant subleases all or any portion of the Premises in accordance with the terms of this Article 9, Tenant shall cause such subtenant to carry and maintain the same insurance coverage terms and limits as are required of Tenant, in accordance with the terms of Article 8 of this Lease.

9.4) Occurrence of Default. Any Transfer hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer, Landlord shall have the right to: (i) treat such Transfer as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such Transferee attorn to and recognize Landlord as its landlord under any such Transfer. If Tenant shall be in default under this Lease after the expiration of any applicable notice and cure period, Landlord is hereby irrevocably authorized to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any Transfer the Transferee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 9 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person.

ARTICLE 10: UTILITIES

10.1) All utilities in the Airport Administration Building are included in Tenant's Base Rent, except for internet and communications systems/services. Tenant is responsible for the establishment of all utility accounts associated with the modular building. Tenant is responsible

for establishing and maintaining direct accounts for non-included utilities with the City of Auburn and/or any other utility providers used in or charged against the Premises. Tenant shall hold the Landlord harmless from any such charges.

10.2) Except to the extent caused by the gross negligence or intentional misconduct of Landlord or its agents, employees or contractors, failure by Landlord to any extent to furnish or cause to be furnished the utilities or services described in this Lease, or any cessation or interruption thereof, resulting from any cause, including without limitation, mechanical breakdown, overhaul or repair of equipment, strikes, riots, acts of God, shortages of labor or material, compliance by Landlord with any voluntary or similar governmental or business guidelines, governmental laws, regulations or restrictions, or any other similar causes, shall not render the Landlord liable in any respect for damages to either person or property, for any economic loss or other consequential damages incurred by Tenant as a result thereof, be construed as an eviction of Tenant, result in an abatement of rent, or relieve Tenant from its obligation to perform or observe any covenant or agreement contained in this Lease.

ARTICLE 11: ESTOPPEL

11.1) Estoppel Certificate. At the request of the Tenant in connection with a transfer of its interest in this Lease, Landlord shall execute and deliver a written statement identifying it as the Landlord under this Lease and certifying:

- (I) The documents that then comprise this Lease
- (II) That this Lease is in full force and effect
- (III) The then current annual amount of rent and the date through which it has been paid
- (IV) The expiration date of this Lease
- (V) That no amounts are then owed by Tenant to Landlord (or, if amounts are owed, specifying the same)
- (VI) To the knowledge of Landlord, there are no defaults by Tenant under this Lease or any facts which but for the passage of time, the giving of notice or both would constitute such a default
- (VII) Remaining rights to renew the term of this lease to the extent not theretofore exercised

The party acquiring Tenant's interest in the Lease shall be entitled to rely conclusively upon such written statement.

ARTICLE 12: NOTICES

Any notice, consent, approval or other communication given by either party to the other relating to this Lease shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by other approved forms of electronic communication (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic communication, notice shall be deemed effective when sent.

The notice addresses of the parties are as follows:

To the City:	Real Property Management Attn: Josh Arndt / Property Manager 25 West Main St. Auburn, WA 98001 253.931.3000 Jarndt@auburnwa.gov
With Copies to:	Airport Management Attn: Tim Mensonides / Airport Manager 2143 E Street NE Auburn, WA 98002 253.333.6821 Tmensonides@auburnwa.gov
To the Tenant:	SpanaFlight LLC. Attn: Doug Miller / Owner 16705 103 rd Ave. Ct. E Puyallup, WA 98374 253.973.0419 Doug@spanaflight.com

ARTICLE 13: INSPECTION, ACCESS AND POSTED NOTICES

Landlord and any of its agents shall at any time upon seventy-two (72) hours advance, written notice to Tenant, have the right to go upon and inspect the Premises provided, however, that in the event the Landlord determines, in its sole and absolute discretion, that an emergency situation exists on or adjacent to the Premises, no advance notice to Tenant is required and Landlord may immediately go upon and inspect the Premises. Landlord shall have the right to serve, or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or by this Lease, any other notice or notices that may at any time be required or permitted by law or by this Lease. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, or other damages arising out of Landlord's entry on the Premises as provided in this Section except for such damage that is caused directly by, or through the gross negligence of, Landlord, their employees, agents, or representatives.

ARTICLE 14: DEFAULT AND REMEDIES

14.1 Tenant shall be in default under this Lease if any rent or other payment due from Tenant hereunder remains unpaid for more than thirty (30) days after the date it is due; (ii) Tenant files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors; (iii) there is an involuntary bankruptcy filed against Tenant that has not been dismissed within thirty (30) days of filing; (iv) Tenant becomes insolvent; or (v) a receiver, trustee, or liquidating officer is appointed for Tenant's business; or (vi) if Tenant violates or breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation or breach shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Tenant, then Landlord shall have the rights and remedies provided in this Article 14, in addition to any other right or remedy available at law or equity (all notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable unlawful detainer/eviction statutes).

14.2 Upon any default under this Lease, Landlord may reenter the Premises in the manner then provided by law, and remove or put out Tenant or any other persons found therein. No such reentry shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

14.3 Upon default the Landlord may elect to re-let the Premises or any part thereof upon such terms and conditions, including rent, term and remodeling or renovation, as Landlord in its sole discretion may deem advisable. To the fullest extent permitted by law, the proceeds of any reletting

shall be applied: first, to pay Landlord all costs and expenses of such reletting (including without limitation, costs and expenses incurred in retaking or repossessing the Premises, removing persons or property therefrom, securing new Tenants, and, if Landlord maintains and operates the Premises, the costs thereof); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue.

14.4 Landlord may also elect to terminate the Lease and all rights of Tenant by giving notice to Tenant of such election. If Landlord elects to terminate the Lease, Landlord shall have the right to reenter the Premises and remove all persons, and to take possession of and remove all equipment and fixtures of Tenant in the Premises, in the manner then provided by law. Tenant hereby waives all damages that may be caused by Landlord's reentering and taking possession of the Premises or removing or storing the property thereof, and Tenant shall save Landlord harmless therefrom, and no such reentry shall be considered a forcible entry. If Landlord so elects to terminate the Lease, Landlord may also recover from Tenant :

(I) The worth at the time of the award of the unpaid rent which had been earned at the time of termination;

(II) The worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of rental loss that the Tenant proves could have been reasonably avoided;

(III) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of rental loss that the Tenant proves could be reasonably avoided;

(IV) Any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom; and

(V) At Landlord's election, such other amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law.

The "worth at the time of the award" of the amounts referred to in paragraphs (I) and (II) above is computed by allowing interest at twelve percent (12%). The "worth at the time of the award" of the amount referred to in paragraph (III) above is computed by discounting such amount

at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

14.5) Nothing in this Article 14 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damage under the indemnification provisions or other provisions of this Lease.

ARTICLE 15: RETENTION OF AIRSPACE

15.1) Landlord retains the public and private right of flight for the passage of aircraft in the airspace above the surface of the property hereinbefore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or as hereinafter used, for navigation of or flight in said airspace and for use of said airspace for taking off from, landing on or operating at Auburn Municipal Airport.

15.2) Landlord reserves the right to further develop or improve the landing area of the Auburn Municipal Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

15.3) Landlord reserves the right to maintain and keep in good repair the landing area of the Auburn Municipal Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

15.4) This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Auburn Municipal Airport and the United States, relative to the development, operation, and maintenance of the Airport.

15.5) Tenant agrees to comply with the notification and review requirements covered in 14 C.F.R. Part 77 in the event any construction is planned for the Premises, or in the event of any planned modification or alteration of any present or future Improvements or structure situated on the Premises.

15.6) Tenant agrees that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to exceed the established height contours. In the event the aforesaid covenants are breached, Landlord shall give written notice to the Tenant specifying the breach. If Tenant does not take action to correct the breach within ten (10) days of receipt of said notice, the Landlord reserves the right to enter upon the Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15.7) Tenant, by accepting this Lease, agrees that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Auburn Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of Tenant.

15.8) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. Section 1349a).

15.9) This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Auburn Airport by the United States during the time of the war or national emergency.

15.10) Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Auburn Airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Airport or the Federal Aviation Administration, would limit the usefulness of the Auburn Airport or constitute a hazard to aircraft.

15.11) Tenant, as well as Tenant's assignees and subleases, and the agents, employees and customers thereof, shall have the rights of access to and use of all areas and facilities of the Auburn Airport which are intended for the common use of all Tenants and occupants of the Auburn Airport, including but not limited to the take-off and landing areas, taxi areas, reasonable access thereto from the Premises, and air control facilities.

ARTICLE 16: FEDERAL AVIATION ADMINISTRATION

16.1) Tenant agrees:

- (I) to prevent any operation on the Premises which would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Auburn Municipal Airport, or which would create any interfering or confusing light or in any way restrict visibility at the Airport; and

(II) to prevent any use of the Premises, which would interfere with landing or taking off of aircraft at Auburn Municipal Airport, or otherwise, constitute an aviation hazard.

16.2) Landlord reserves the right during the term of this Lease or any renewal and/or extension thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises in the exercise of any of the rights hereof. Landlord agrees to give Tenant no less than ninety (90) days' written notice of its intention to install such air navigational aids.

ARTICLE 17: NON-DISCRIMINATION

17.1) Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this lease agreement for a purpose for which a Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed by 49 C.F.R. Part 21 as now enacted or as hereafter amended.

17.2) Tenant for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and 3) that the Tenant shall use the Premises in compliance with all other requirements imposed by 49 C.F.R. Part 21 as now enacted or as hereafter amended.

17.3) If the tenant breaches any of the above non-discrimination covenants, Landlord shall have the right to terminate this Lease agreement and to re-enter and repossess said Premises and the facilities thereon, and hold the same as if said lease agreement has never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.

17.4) Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make

reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17.5) Noncompliance with Article 17 above shall constitute a material breach thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the Landlord or the United States, either or both said Governments shall have the right to judicially enforce the provisions of said Article 17.4.

17.6) Tenant agrees that it shall insert Articles 17.1 – 17.5 in any lease, license, or sublease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

17.7) The Tenant assures that during this tenancy it will undertake an Affirmative Action program as required by 14 C.F.R. Part 152, Subpart E to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any covered employment activities. . The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Sub-part E. The Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by Subpart E, to the same effort.

ARTICLE 18: ATTORNEY'S FEES AND COSTS

If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.

ARTICLE 19: MISCELLANEOUS

19.1 Signage. Tenant shall have the right at their sole cost and expense to install and maintain one wall mounted, illuminated or non-illuminated sign on the Administration building and the modular building. Tenant shall also have the right at their sole cost and expense to install a sign on the existing monument sign, the cost of which utilization of private signage on airport property

is incorporated into the Lease costs. Any additional wall mounted or free standing signage shall be subject to separate cost considerations and will be addressed in a separate addendum to this Lease. All signage shall be subject to and in accordance with the ACC18.56, and Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic.

19.2) Security. Landlord shall have no obligation to provide security to the Premises. If reasonably required by Landlord, Tenant shall provide adequate lighting to provide for all-night illumination of the Taxiway apron of all buildings on the Premises, including aprons, aircraft tiedown areas, vehicular parking lots, and pedestrian walkways surrounding the Premises. Tenant may, but need not, employ security persons. If at any time during the term of this Lease, additional security requirements are imposed on the Auburn Municipal Airport by the FAA or any other agency having jurisdiction, and such additional security requirements apply to the Premises, Tenant agrees to comply with said security requirements that affect the Premises, at Tenant's sole expense, upon being notified of such requirements in writing by Landlord. If Landlord is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's sub-Tenants, Tenant shall immediately reimburse Landlord upon demand.

19.3) No Brokers. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

19.4) Regulatory Compliance. The Tenant agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws, regulations and standards of the United States, the State of Washington, and City of Auburn or agency of any of said entities, including rules and regulations of Landlord, including without limitation those relating to environmental matters, and regulations set forth by the Environmental Protection Agency, now in existence or hereafter promulgated, applicable to the Tenant's use and operation of said Premises, including the construction of any improvements thereon, and not to permit said Premises to be used in violation of any of said rules, codes, laws or regulations. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

19.5) Liens & Insolvency. Tenant shall keep the Premises free from any liens. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other

liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this Lease at Landlord's option.

19.6) Non Waiver. Waiver by Landlord of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained.

19.7) Force Majeure. Except for the payment of Rent, Additional Rent or other sums payable by Tenant to Landlord, time periods for Tenant's or Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Tenant's or Landlord's performance is prevented due to circumstances beyond Tenant's or Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife.

19.8) Severability. If any term, covenant, or condition of this Lease (or part thereof) or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease (and/or the remainder of any such term, covenant or condition), or the applicability of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition (or part thereof) of this Lease shall be valid and be enforced to fullest extent permitted by law.

19.9) Choice of Law, Integration, and Interpretation. This Lease and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington. This Lease, together with any subsequent amendments or addendums, constitutes the entire agreement of the parties and no other understandings, oral or otherwise, regarding this Lease shall exist or bind any of the parties. All captions, headings or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease or act as a limitation of the scope of the particular paragraph or sections to which they apply. Construction of this Lease shall not be affected by any determination as to who is the drafter of this Lease, this Lease having been drafted by mutual agreement of the parties.

19.10) Gate Cards. Tenant shall coordinate with the Airport Manager upon Commencement of the Lease to determine and checkout the appropriate number of gate cards needed for sufficient operations at the Airport. Tenant shall be responsible for the management of the gate cards issued and responsible for the actions of any person that gains access using the cards and shall not make the gate cards available to anyone not affiliated with Tenants operations. Tenant shall promptly report any gate cards that have been lost, stolen or not returned to the Airport Office and must obtain replacement cards per the current fee schedule prices. Upon termination or expiration of the

Lease without any extensions thereof, Tenant shall immediately and without notice or demand return the gate cards to the Office of the Airport Manager.

19.11) Gate Codes. Gate codes will be provided for personnel gate access onto the Airport. Gate codes are subject to change as determined and in the sole discretion of the Landlord. Tenant shall be notified prior to changing of the gate codes and it shall be the responsibility of the Tenant to notify their customers and employees of said change. Tenant shall immediately notify the Landlord and the office of the Airport Manager if the codes need to be changed to prevent access from a customer or employee to maintain security.

19.12) Authority. Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary corporate action to authorize this transaction has been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

19.13) Airport Rules and Regulations. Tenant, Tenant's customers, guests, representatives, directors, officers and employees, are subject to and shall at all times abide by the Airport Rules and Regulations as may be amended from time to time. A copy of which are located at auburnmunicipalairport.com/documents-and-forms and are hereby incorporated by this reference.

ARTICLE 20: SIGNATURE

By signing in the space below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

[Signatures on following page]

Dated and Signed this 16 day of December, 2020.

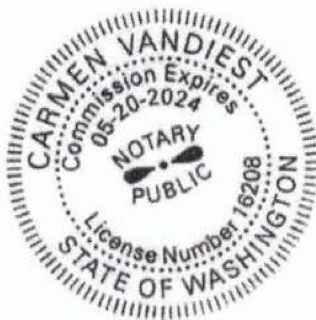
SPANAFLIGHT, LLC:

14
By: Douglas Miller

STATE OF WASHINGTON)
) ss.
County of Pierce)

The undersigned Notary Public hereby certifies: That on this 16 day of December, 2020, personally appeared before me Douglas Miller (name), Owner (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of Spanaflight.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Carm Vandiest
Notary Public in and for the State of Washington,
Residing at Tacoma, WA
My commission expires 5-20-2024

Dated and Signed this 18 day of December, 20 20.

CITY OF AUBURN:

Nancy Backus
NANCY BACKUS, Mayor

Approved as to form:

Kendra Comeau
City Attorney: Kendra Comeau

STATE OF WASHINGTON)
) ss.
County of KING)

The undersigned Notary Public hereby certifies: That on this 18 day of December, 20 20, personally appeared before me Nancy Backus (name), Mayor of the City of Auburn (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of The City of Auburn.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

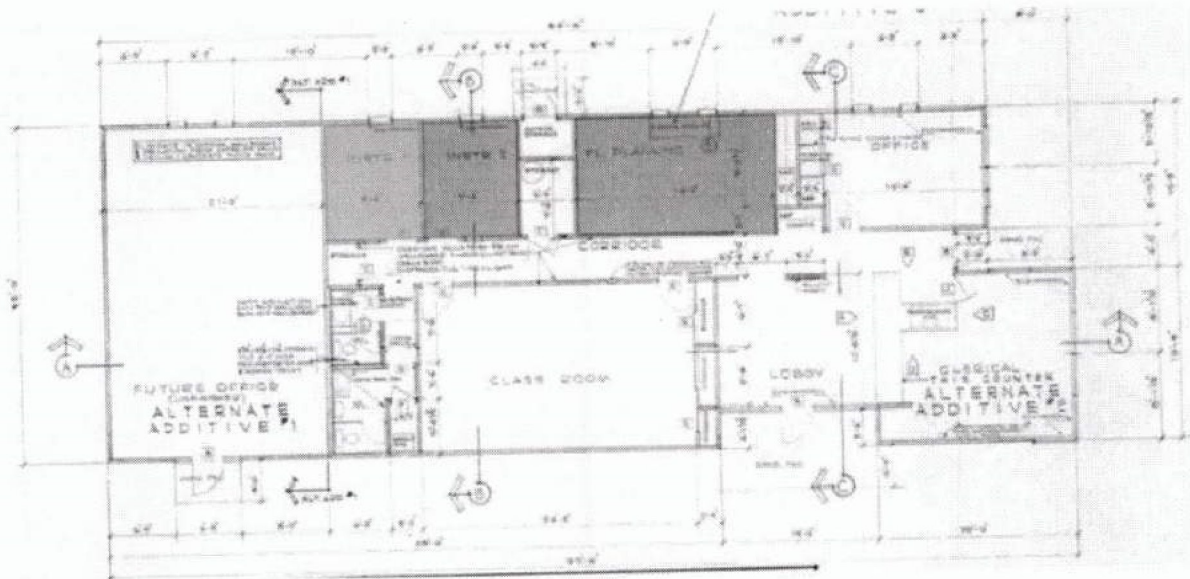


Hannah Scholl

Notary Public in and for the State of Washington,
Residing at AUBURN, WA
My commission expires 9-19-22

EXHIBIT A

SpanaFlight Premises in the Airport Administration Building



■ Subject to a successful amendment of the Normandy Aircraft lease

EXHIBIT B

Land Lease Area



AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND
SPANAFLIGHT, LLC

“AGREEMENT TERMINATION”

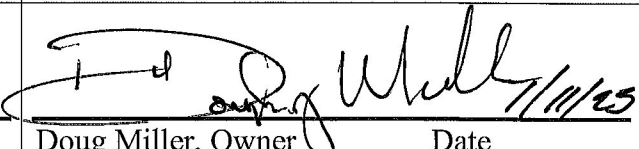
RECITALS:

1. The City of Auburn (“City”) as Landlord and Spanaflight, LLC (“SpanaFlight”) as Tenant (collectively the “Parties”) entered into a lease agreement dated 12/16/2020 (the “Agreement”);
2. The Parties mutually intend to terminate the Agreement, and to enter a new lease under mutually agreed terms approved by Auburn City Council through the ratification of Resolution 5696;
3. The Parties wish to memorialize their understanding and the contingencies related to the Agreement’s termination.

NOW, THEREFORE, in consideration of their mutual promises set forth, Tenant and The City agree as follows:

- The Agreement will terminate on January 31, 2023 if: 1) the Parties execute a new lease (in the form attached as Exhibit A to Resolution 5696) to replace the Agreement; and 2) the Auburn City Council approves the new lease by voting to pass Resolution 5696.
- The Agreement will remain in full force and effect until both of the above contingencies are met. If these contingencies are not met on or before January 31, 2023, the Agreement will not terminate and will continue in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY		SPANAFLIGHT, LLC	
			
Nancy Backus, Mayor	Date	Doug Miller, Owner	Date
Approved as to form:			
Kendra Comeau, City Attorney			

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AUBURN AND SPANAFLIGHT, LLC

THIS LEASE AGREEMENT (the "Lease"), is entered into this _____, 2023 (the "Lease Date") by the City of Auburn, a Washington municipal corporation (the "Landlord" or "City") and SpanaFlight, LLC, a Washington Limited Liability Company (the "Tenant") (UBI # 60384103).

RECITALS:

1. The City owns and operates The Auburn Municipal Airport (Airport) which has space available for lease. RCW 14.08.120(1)(d) authorizes the City to lease Airport property; and
2. The Tenant and Landlord entered an Airport property lease dated December 16, 2020 (2020 Lease). The Parties now mutually desire to terminate the 2020 Lease and enter into this new lease for different commercial tenant space on the Airport, as defined in Article 1.1 below and depicted in **Exhibit A** (the "Lease"); and
3. The Auburn City Council has approved the 2020 Lease termination and has authorized the Mayor to enter this new Lease through its passage of Resolution 5696.

NOW, THEREFORE, in consideration of their mutual promises set out in this Lease, Spanaflight, LLC and The City of Auburn agree as follows:

ARTICLE 1: PREMISES LEASED

1.1) For and in consideration of the rent and performance by Tenant of the terms and conditions and the mutual covenants in this Lease, Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the 672(+/-) square feet depicted in **Exhibit A** (the "East Room"), which space is located within the Airport Administration building ("Administration Building") located at 2143 E Street NE, Suite 2, Auburn, WA 98002 and two (2) tie-downs at a mutually agreed location on the Airport (collectively the "Premises"). The Premises is located in the City of Auburn, King County Washington, at the Auburn Municipal Airport (the "Airport").

1.2) Tenant acknowledges and agrees that it is relying solely on its inspection and investigation of the Premises, and accepts the property "AS-IS, WHERE IS" in its present condition with no warranties of any kind, expressed or implied, either oral or written, made by Landlord or any employee, agent or representative of Landlord with respect to the physical condition of the Premises. Tenant shall have determined to its satisfaction upon its execution hereof that the Premises can be used for the purposes it intends and which are described in Article 4 below and permitted under this lease. Tenant acknowledges and agrees that neither Landlord nor Landlord's employees, agents, representatives or otherwise have made, and does not make any representations

or warranties of any kind or character whatsoever, whether expressed or implied, with respect to the habitability, leaseability or suitability for commercial purposes, merchantability, or fitness for a particular purpose of the Premises. The presence or absence of any hazardous substances, wastes or materials as defined by State, Federal or Local Law, all of which warranties Landlord hereby expressly disclaims. Landlord does represent that, to the best of the Landlord's knowledge, without duty of inquiry, there are no hazardous wastes or materials on, in or under the Premises.

1.3) Common Areas - Certain areas totaling 707 square feet located within the Administration Building are defined as "Common Areas" and are depicted in Exhibit A, these areas include: the front lobby (190 sqft), corridors (242 sqft), public restrooms (146 sqft), storage closet (41 sqft), kitchen area (77 sqft) and coat closet (11 sqft). Charges for Common Area usage and maintenance will be assessed in accordance with Section 3.1 below. Maintenance items included for the common areas shall include but not be limited to: Maintenance of common areas including paint, carpet, wall repair, ceilings, light fixtures, bulb replacement, bathroom supplies and toiletries, kitchen area maintenance and janitorial services of the common areas.

1.4) Classroom – The classroom shown on **Exhibit A** is not included as part of the Premises and therefore this Lease by itself does not give Tenant the right to access or use the classroom. However, Tenant will have the ability to arrange for and purchase use of the classroom at a rate of \$25.00 per hour, which Tenant must purchase in advance through Airport staff in one (1) hour increments. Landlord and Tenant shall cooperate to determine availability and scheduling of Tenant's classroom use, which use shall be during hours of 7:00am and 5:00pm.

ARTICLE 2:

TERM

2.1) Initial Term. The initial term of this Lease shall begin on _____, 2023 (the "Commencement Date"), and terminate at midnight on December 31, 2024, unless sooner terminated pursuant to any provision of this Lease (the "Term"). If Landlord cannot for any reason deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be liable and this lease shall remain valid. In such event the Lease Term shall commence on the date possession is actually tendered to Tenant, but the Expiration Date shall not be adjusted.

2.2) Extension Options. Provided that Tenant faithfully performs all of the terms and conditions of this Lease, City grants to Tenant the option to extend the currently effective Lease term for three (3) years, three (3) consecutive times ("Extension Options"). Each of the Extension Options must commence immediately following the conclusion of the prior term without interruption or a delay in the next three year term. Each Extension Option shall be exercisable only by written notice ("Exercise Notice"), which Tenant must deliver to the City in accordance with Article 12 below, between August 1 and August 31 of the then final term year. Each Extension Option is personal to the Tenant and may not be assigned or exercised, voluntarily or involuntarily, by or to, any person or entity other than the Tenant. Each Extension Option is only available to and exercisable by Tenant when Tenant actually physically possesses the Premises.

2.3) Default; Rights Personal. Notwithstanding anything in the foregoing to the contrary, at City's option, and in addition to all of City's remedies under this Lease, at law or in equity, the applicable Extension Option shall not be deemed properly exercised if, as of the date Tenant delivers the applicable Exercise Notice Subtenant has previously been in default under the Lease beyond all applicable notice and cure periods.

ARTICLE 3: RENT AND LEASEHOLD TAX

3.1) Tenant agrees to pay to the City of Auburn a "Base Rent" of \$1,125.76 per month. The Base Rent is inclusive of all common area maintenance and usage fees, and security fees. In addition to the Base Rent, Tenant agrees pay a statutory leasehold excise tax of 12.84% of the monthly Base Rent imposed by RCW 82.29A. The Base Rent plus leasehold tax (together "Rent") at the time of commencement is \$1,270.31 per month. Tenant shall pay Rent in full at the office of the Airport Manager or at such other office as may be directed in writing by the City, on the 1st calendar day of each month. Rent shall be paid without notice, demand, offset, abatement or deduction of any kind. If this Lease commences on a date other than the first (1st) day of the month, then the Rent will be pro-rated on a 30-day per diem basis and paid in full through the end of the current month upon commencement of the Lease. Landlord in its sole discretion reserves the right to adjust the Base Rent as it deems necessary by providing Tenant with no less than 30 days' advanced written notice which will be delivered to Tenant in accordance with Article 12.

3.2) Rent adjustments. Tenant's Base Rent during the Initial Term is subject to adjustments with the first adjustment being January 1, 2024 and annually thereafter ("Annual Adjustments"). Annual Adjustments will be based on the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), measured from August of previous year to August of the then current year. Adjustments to Tenant's Base Rent shall not exceed 5% from that of the previous year. A negative CPI-W adjustment will not reduce Tenant's Base Rent. Rent for an Extension beyond the Initial Term shall be established in accordance with Paragraph 3.4 of this Lease.

3.3) Late Fees - Tenant acknowledges that late payments of Rent or any other sums due hereunder will cause the Landlord to incur costs not otherwise contemplated by this Lease. If Landlord fails to receive Tenant's Rent payment or any other sum owed in full by 5pm PST on the tenth (10) calendar day of the month when due, Tenant shall pay late fees of **Fifty Dollars and No/100 Dollars (\$50.00)** per day ("Late Fee") beginning on the 11th calendar day of the month and for every calendar day thereafter until the Rent has been received in full by the Landlord. All Late Fees owing will be billed the following month. The parties agree that such late fees represent a fair and reasonable estimate of the costs the Landlord will incur by reason of late payment by Tenant. Acceptance of such late fee by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.

3.4) Extension Option Rent. The Rent payable by Tenant during the applicable Extension Option (the "Option Rent") shall be determined by the parties. If the parties cannot agree upon the

Base Rent amounts prior to November 1 of the then current final term year, the option shall terminate and this Lease shall terminate on the Expiration Date. In no event shall the Option Rent be less than the current annual rent.

ARTICLE 4: PERMISSIBLE USES

Tenant shall use the Premises for commercial aeronautical uses as a Fixed Base Operator (FBO) only. All FBOs are subject to the Airport Rules and Regulations and Minimum Operating Standards (found at <https://auburnmunicipalairport.com/documents-and-forms>) and Auburn City Code 12.56. FBO services may include some or all of the following:

- Aircraft Leasing or Rental Services
- Flight Training Services

Additional services may be permitted at the discretion of the Landlord and may be subject to additional requirements. Tenant agrees to remain compliant with the most current version of the Auburn City Code, Airport Rules and Regulations and Minimum Operating Standards as they may be updated and amended during the term of this Lease.

ARTICLE 5: INTENTIONALLY LEFT BANK

ARTICLE 6: MAINTENANCE

6.1) Landlord's Responsibilities - Landlord shall be responsible for repair and maintenance of:

- a) the Administration Building exterior, including its exterior walls, roof, gutters, downspouts, foundation, HVAC system, exterior doors and windows;
- b) the Administration Building's surrounding sidewalks, landscaping, parking lot, and Common Areas;
- c) all wiring, plumbing and bath fixtures located in or on Tenant's Premises; and
- d) Tenant's tie-downs.

Maintenance and repair shall be at Landlords sole cost and expense. Provided, however, that Landlord shall not be required to repair damage which results from the negligence of the Tenant or Tenant's agents, servants, or employees. If Landlord refuses or neglects to commence or complete repairs, either promptly or adequately, Tenant may (but shall not be required to) undertake or complete repairs at Landlord's expense.

6.2) Tenant's Responsibilities – Tenant shall be responsible for repair, maintenance and janitorial services to their Premises located within Administration Building, including: interior walls, floors, and any non-bath fixtures. All repairs and maintenance shall be at the sole cost and expense of the Tenant, provided, however, that Tenant shall not be required to repair damage which results from acts of negligence by the Landlord, his agents, servants or employees, or when such damage is caused by any peril included within the Landlord's property insurance coverage. If Tenant refuses or neglects to commence or complete repairs within thirty days of written notice by the Landlord, Landlord may, but shall not be required to commence or complete the repairs and Tenant shall pay the costs of such repairs plus an additional 10% for administrative and management proposes to Landlord upon demand. Tenant will keep their Premises free of undo waste and debris and in a clean and sanitary condition at all times.

6.3) Natural Disaster or Act of God – In the event that the Premises is damaged due to a natural disaster or act of God, if the cost of repairing or reconstructing the Premises to the condition and form immediately prior to such damage or destruction does not exceed thirty-three percent (33%) of the then new replacement cost thereof, then Landlord shall effect such repair, restoration, and reconstruction of the Premises so damaged or destroyed to substantially their condition prior to said damage or destruction in a timely manner. All such work shall be carried out in accordance with plans and specifications prepared by a licensed architect or engineer if such an architect or engineer is reasonably required given the scope and nature of the work. In no event shall Rent or any other monies due by Tenant be abated during such period of reconstruction and/or restoration.

6.4) If the cost of repairing, restoring or reconstructing the Premises to the condition and form immediately prior to such damage or destruction exceeds thirty-three percent (33%) of the then new replacement cost thereof, then Landlord, in its sole discretion may elect by written notice to Tenant given within thirty (30) days after the date of the damage to terminate this Lease. If no notice of termination is given then all obligations set forth in this Lease shall continue, including but not limited to Rent obligations of the Tenant. In no event shall Landlord be responsible for damage to Tenant's personal property located on or within the Premises.

6.5) Damage Due to Fire – In the event of damage or destruction due to fire determined not to have been caused by Tenant then Sections 6.3 and 6.4 above shall apply. If however, the cause of the fire, as determined by the local Fire Authority is determined to have been caused by Tenant, one of Tenant's guests, agents, employees, students or otherwise then the cost of said repair, restoration, reconstruction or replacement of the Premises shall be borne by Tenant. Repairs, reconstruction or replacement of the Premises shall be done in a commercially reasonable manner and with the approval of the Landlord and all obligations under this Lease, including Rent shall remain in full force during such period of repair, restoration, reconstruction or replacement.

ARTICLE 7: ENVIRONMENTAL PROVISIONS

7.1) Tenant covenants to defend, indemnify, and hold Landlord harmless from any imposition or attempted imposition by any person upon Landlord of any obligation or cost ("liability") of whatever form, including, without limitation, damages; claims; governmental investigations,

proceedings or requirements; attorney fees in investigation, at trial or administrative proceeding, or on appeal; witness or consultant costs; or any other liability to the extent that such liability arises from a violation, or from the failure to satisfy a requirement of any environmental or land use law or regulation, proximately resulting from use of the Premises during the term of this Lease, and without regard to when the liability is asserted.

7.2) Tenant has inspected the Premises and accepts it in its present "As-Is" condition. Tenant shall not cause the premises to be contaminated in any way and in the event of contamination shall immediately report such contamination to Landlord and shall cause any such contamination to be remedied by that method recognized by Washington State Department of Ecology and shall indemnify and hold Landlord harmless from all costs involved in implementing the remedy.

7.3) Any other provision of this Lease to the contrary notwithstanding, Tenant's breach of any covenant contained in this Article 7 shall be an Event of Default empowering Landlord, in addition to exercising any remedy available at law or in equity or otherwise pursuant to this Lease, to terminate this Lease and to evict Tenant from the Premises forthwith, or to terminate Tenant's right to possession only without terminating this Lease.

7.4) Tenant shall notify Landlord within twenty-four (24) hours of any release of a reportable quantity of any hazardous substance (as that term is defined in CERCLA, 42 U.S.C. §9601, et. seq. or RCW 70A.305, the Washington Model Toxics Control Act), or of the receipt by Tenant of any notices, orders or communications of any kind from any governmental entity which relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Premises or any activity conducted thereon. If Tenant fails to comply with any of the requirements of this article, Landlord may undertake, without cost or expense to Landlord, any actions necessary to protect Landlord's interest including steps to comply with such laws.

ARTICLE 8:

INSURANCE COVERAGE, INDEMNIFICATION / HOLD HARMLESS

8.1) Insurance – In accordance with Chapter 1.3 of the *Auburn Municipal Airport's Rules & Regulations, Minimum Standards & Development Standards*, as may be amended from time to time, a copy of which can be found at auburnmunicipalairport.com/documents-and-forms hereby incorporated by this reference, Tenant shall at all times have in effect the following types of minimum amounts of insurance, only as applicable to the business to be conducted by the Tenant:

- (I) Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.
- (II) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of at least \$1,000,000 each accident. If any hazardous material, as defined by any local, state, or federal authority, is the subject, or transported, in the performance

of this contract, a policy must be endorsed with the Insurance Services Office form CA9948 or equivalent.

- (III) Special Causes of Loss Property Form covering all improvements and fixtures on the Commercial Airport Operator's premises in an amount no less than the full replacement cost thereof, to the extent of the Commercial Airport Operator's insurable interest in the Premises.
- (IV) If the Tenant or Subtenant has employers, worker's compensation insurance is required by law and employer's liability insurance in the amount of \$1,000,000 per accident, \$1,000,000 disease per person, \$1,000,000 disease policy limit is required by the Agreement.
- (V) If applicable, Aircraft liability insurance in the amount of at least \$1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.
- (VI) If applicable, Hangar keeper's liability insurance in the amount of at least \$1,000,000 per occurrence, or more as values or Landlord require.
- (VII) If applicable, Products-completed operations liability insurance in the amount of at least \$1,000,000 per occurrence.
- (VIII) If applicable, Tenant shall maintain Environmental Impairment Liability coverage for any underground or aboveground fuel storage facility, tank, underground or aboveground piping, ancillary equipment, containment system or structure used, controlled, constructed, or maintained by Tenant in the amount of \$1,000,000 each incident, \$2,000,000 aggregate. The policy shall cover on-site and off-site third-party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.

8.2) Notwithstanding the foregoing, Tenant shall not be required to procure insurance inapplicable to its aeronautical business operations, on behalf of the aeronautical business operations of its approved Subtenants as defined in Article 4.1 who have been approved by the Airport Manager subject to Article 9.5.1. Tenant will ensure that any Subtenant maintains all insurance requirements for the duration of the Lease. In addition to the types and amounts of insurance required in Article 8.1 above, Tenant and Subtenant shall at all times maintain such other insurance as the Landlord may reasonably determine to be necessary for Tenant's airport activities.

8.3) All insurance shall be in a form and from an insurance company with Best's financial rating of at least an A- (VII). All policies, whether carried by Tenant or Subtenant, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents, and employees as "Additional Insured", and the Tenant and/or Subtenant shall furnish certificates of insurances evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation or material change of any policy limits or conditions.

8.4) The Tenant's (or Subtenants, as applicable) insurance coverage shall be primary insurance as respects Landlord. Any insurance, self-insurance, or insurance pool coverage maintained by Landlord shall be in excess of the Tenant's insurance and shall not contribute with it.

8.5) Indemnification / Hold Harmless. The Tenant shall defend, indemnify, and hold harmless Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole gross negligence or willful misconduct of Landlord. Solely for the purpose of effectuating Tenant's indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under applicable federal, state, or local Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. The parties acknowledge that the foregoing provisions of this Article have been specifically and mutually negotiated between the parties.

ARTICLE 9: **ASSIGNMENT AND SUBLETTING**

Neither this Lease nor any interest in this Lease therein may be assigned, mortgaged, transferred or encumbered, nor shall all or any part of the Premises be sublet (each of which, a "Transfer") without Landlord's prior written consent, which shall not be unreasonably withheld. If Tenant is a corporation, partnership, limited liability company, or any other entity, any transfer of a controlling ownership or voting interest in such entity or any transfer or attempted transfer of this Lease by merger, consolidation or liquidation shall be deemed a Transfer requiring Landlord's consent. Transfers include, without limitation, one or more sales or transfers, by operation of law or otherwise, or creation of new stock, by which an aggregate of more than fifty percent (50%) of Tenant's stock, or partnership or membership interests, as applicable, shall be vested in a party or parties who are non-stockholders or non-partners or non-members, as applicable, as of the date hereof (provided that the foregoing shall not apply if Tenant's stock is listed on a recognized national stock exchange or is traded over-the-counter). Any assignee or subtenant shall assume all of Tenant's obligations under this Lease and shall be jointly and severally liable with Tenant. Consent of the Landlord to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay to Landlord an amount equal to the "Transfer Fee" of the then current City fee schedule. If Landlord consents to any proposed Transfer, Tenant may enter into the same, but only upon the specific terms and conditions set forth in Tenant's Request for Consent; any such Transfer shall be subject to, and in full compliance with, all of the terms and provisions of this Lease; the consent by Landlord to any Transfer shall not relieve Tenant of any obligation under this Lease; Landlord may require the Tenant and the Transferee to execute a Landlord's consent form; and no Transfer shall be binding on Landlord unless Tenant and the Transferee deliver to Landlord a fully-executed

counterpart of the document effecting the Transfer. If Landlord consents to a proposed assignment or sublease then Landlord may require Tenant to pay to Landlord a sum equal to fifty percent (50%) of any Rent and other consideration, profit or gain realized by Tenant from such sublease or assignment, in excess of the rent allocable to the transferred space then being paid by Tenant to Landlord pursuant to the Lease (after deducting the costs of Tenant, if any, in effecting the assignment or sublease, including reasonable alteration costs, commissions and legal fees).

ARTICLE 10: UTILITIES

10.1) Administration Building East Room - Tenant shall contract with the appropriate provider to transfer the account for the power meter furnishing the East Room into Tenant's name prior to commencement of this lease. Tenant shall have the appropriate service provider bill Tenant directly and Tenant shall be fully responsible for all charges associated with this account. Tenant further agrees to hold Landlord harmless from any charges associated with this account.

10.2) Remaining Portion of the Administration Building – With the exception of the power servicing the East Room, Landlord will hold the utility accounts for the Administration Building in Landlord's name and pay all utility charges associated with those utility accounts. Such accounts include: Power, Water, Sewer, Storm and Garbage. Landlord will invoice Tenant for their percentage share of these utility charges, which currently equals 28%. Tenants shall remit payment for this percentage directly to Airport staff within 14 days of being invoiced. Utility payments due to Landlord in excess of 30 days past delivery of invoice shall be subject to a penalty of 15% or \$15.00, whichever is greater. Utilities payments due to Landlord in excess of 60 days past due shall be deemed breach of contract upon written notice and at the discretion of Landlord.

10.3) Internet & Communication Services – Tenant is responsible at its sole cost and expense for establishing and maintaining its own internet and communication services to furnish its Premises. Tenant agrees to ensure that its internet and communication services do not in any way interfere with Landlord's service or the publicly accessible internet broad band service. If Landlord provides notice to Tenant that Tenant's internet communication service is causing interference with Landlord's service, the public service, or any other Airport transmittal system, Tenant agrees to take corrective action within 24 hours of notification. If Tenant does not take corrective action within 48 hours of notification, Landlord may take corrective action at Tenants full cost and expense, including the cost of bringing in any professional(s) deemed necessary by Landlord, plus an additional 10% of the sum total for administrative purposes. Landlord agrees to provide reasonable access to Tenant or Tenants agents to those areas necessary in housing such internet and communications systems.

10.4) Except to the extent caused by the gross negligence or intentional misconduct of Landlord or its agents, employees or contractors, failure by Landlord to any extent to furnish or cause to be furnished the utilities or services described in this Lease, or any cessation or interruption thereof, resulting from any cause, including without limitation, mechanical breakdown, overhaul or repair of equipment, strikes, riots, acts of God, shortages of labor or material, compliance by Landlord

with any voluntary or similar governmental or business guidelines, governmental laws, regulations or restrictions, or any other similar causes, shall not render the Landlord liable in any respect for damages to either person or property, for any economic loss or other consequential damages incurred by Tenant as a result thereof, be construed as an eviction of Tenant, result in an abatement of rent, or relieve Tenant from its obligation to perform or observe any covenant or agreement contained in this Lease.

ARTICLE 11: **ESTOPPEL**

11.1) Estoppel Certificate – At the request of the Tenant in connection with an assignment of its interest in this Lease, Landlord shall execute and deliver a written statement identifying it as the Landlord under this Lease and certifying:

- (I) The documents that then comprise this Lease;
- (II) That this Lease is in full force and effect;
- (III) The then current monthly amount of rent and the date through which it has been paid;
- (IV) The term and any remaining term of this Lease;
- (V) That no amounts are then owed by Tenant to Landlord (or, if amounts are owed, specifying the same);
- (VI) Whether to the Landlord's knowledge there are any defaults by Tenant under this Lease, or any facts which but for the passage of time, the giving of notice, or both, would constitute such a default.

The assignee of Tenant's interest in this Lease shall be entitled to rely conclusively upon such written statement.

ARTICLE 12: **NOTICES**

Any notice, consent, approval or other communication given by either party to the other relating to this Lease shall be in writing, and shall be delivered in person, sent by certified mail, return receipt requested, sent by reputable overnight courier, or sent by other approved forms of electronic communication (with evidence of such transmission received) to such other party at the respective addresses set forth below (or at such other address as may be designated from time to time by

written notice given in the manner provided herein). Such notice shall, if hand delivered or personally served, be effective immediately upon receipt. If sent by certified mail, return receipt requested, such notice shall be deemed given on the third business day following deposit in the United States mail, postage prepaid and properly addressed; if delivered by overnight courier, notice shall be deemed effective on the first business day following deposit with such courier; and if delivered by electronic communication, notice shall be deemed effective when sent.

The notice addresses of the parties are as follows:

To the City:

Real Estate Division
Attn: Josh Arndt / Real Estate Manager
25 West Main St.
Auburn, WA 98001
253.931.3000
Jarndt@auburnwa.gov

With Copies to:

Airport Management
Attn: Tim Mensonides / Airport Manager
2143 E Street NE
Auburn, WA 98002
253.333.6821
Tmensonides@auburnwa.gov

To the Tenant:

SpanaFlight, LLC
Attn: Doug Miller / Owner
16705 103rd Ave. Ct. E
Puyallup, WA 98374
253.973.0419
Doug@spanaflight.com

ARTICLE 13:
INSPECTION, ACCESS AND POSTED NOTICES

Landlord and any of its agents shall at any time upon seventy-two (72) hours advance written notice to Tenant have the right to go upon and inspect the Premises. Provided, however, that in the event the Landlord determines, in its sole and absolute discretion, that an emergency situation exists on or adjacent to the Premises, no advance notice to Tenant is required and Landlord may immediately go upon and inspect the Premises. Landlord shall have the right to serve, or to post and to keep posted on the Premises, or on any part thereof, any notice permitted by law or by this Lease, any other notice or notices that may at any time be required or permitted by law or by this Lease. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, or other damages arising out of Landlord's entry on the Premises as provided in this Section except for such damage that is caused directly by, or through the gross negligence of, Landlord, their employees, agents, or representatives.

ARTICLE 14:
DEFAULT AND REMEDIES

14.1) Events of Default. Tenant will be in default ("Default") under this Lease if:

(a) any amount of Rent or other sums payable by Tenant to Landlord under this Lease remains unpaid for more than thirty (30) days after the date it is due;

(b) Tenant files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors;

(c) there is an involuntary bankruptcy filed against Tenant that has not been dismissed within sixty (60) days of filing;

(d) Tenant is adjudicated insolvent, or admits, in writing, its inability to pay its obligations in the ordinary course as they come due;

(e) a receiver, trustee, or liquidating officer is appointed for Tenant's business;

(f) if Tenant violates or breaches any of the other covenants, agreements, stipulations, or conditions described in the Agreement;

14.2) Cure of Default. Upon an Event of Default in 14.1, Landlord shall send Tenant written notice of the violation. Upon receipt of such notice, Tenant shall have thirty (30) days to cure the violation. Any violation that continues beyond this 30 day period shall be grounds for Landlord's termination of this Lease. Tenant shall have no ability to cure a 3rd (or subsequent) distinct Event of Default occurring within a 12 month period.

14.3) Termination after Default. Landlord shall not elect to terminate the Lease as a result of any Default described above without first providing Tenant with written notice of Landlord's intent to terminate the Lease ("Termination Notice"); provided that any such termination shall be subject to Landlord compliance with the provisions of Article 14.2. Subject to the preceding sentence and the provisions of Article 14.2, Landlord shall have the rights and remedies provided in this Article 14, in addition to any other right or remedy available by law or equity (all notice and cure periods set forth above are in lieu of and not in addition to any notice required pursuant to applicable unlawful detainer/eviction statutes).

14.4) Upon Termination of this Lease, Landlord may reenter the Premises in the manner then provided by law, and remove or put out Tenant or any other persons or subtenants found therein. No such reentry shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

14.5) Upon termination of the Lease as a result of Tenant's Default, the Landlord may elect to relet the Premises or any part thereof upon such terms and conditions, including rent, term and

remodeling or renovation, as Landlord in its sole discretion may deem necessary. Landlord shall also have the right to cause any of Tenant's Subtenants, if any should exist, to direct all future sublease rent payments directly to Landlord until such time as Tenants default has been cured. To the fullest extent permitted by law, the proceeds of any reletting or payments made directly to Landlord by any of Tenant's Subtenants shall be applied: first, to pay Landlord all costs and expenses of such reletting (including without limitation, costs and expenses incurred in retaking or repossessing the Premises, removing persons or property therefrom, securing new Tenants, and, if Landlord maintains and operates the Premises, the costs thereof); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the remainder, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue.

14.6) If Landlord terminates this Lease as provided in this Article, Landlord shall have the right to reenter the Premises and remove all persons, and to take possession of and remove all equipment and trade fixtures of Tenant in the Premises, in the manner then provided by law. Tenant waives all claims associated with Landlord's exercising this right, and shall hold Landlord harmless therefrom. No such reentry shall be considered a forcible entry. If Landlord elects to terminate the Lease, Landlord may also recover from Tenant:

- (I) Any earned but unpaid rent under this Lease owing to Landlord at the time of termination;
- (II) The amount of rent Landlord would receive under this Lease for a period of up to the Term expiration or 24 months following the date of Termination inclusive of any Security Fees and Leasehold Excise Tax described in Article 3.1 and Adjustments in Article 3.3 above, whichever timeperiod is less. The parties specifically negotiate and agree that this provision is intended as a liquidated damages clause, and not as a penalty.
- (III) Any other amount necessary to compensate the Landlord for any damages caused by the Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom; provided that damages associated with loss of Rent payable hereunder shall be limited to amounts measured in 14.6(II) above; and
- (IV) At Landlord's election, such other amounts in addition to or in lieu of the foregoing that may be permitted from time to time by applicable law; provided that damages associated with loss of rent payable hereunder shall be limited to amounts measured in 14.6(II) above.

14.7) Indemnification. Nothing in this Article 14 shall be deemed to affect Landlord's right to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damage under the indemnification provisions or other provisions of this Lease.

14.8) Time is of the essence for this agreement.

ARTICLE 15:
RETENTION OF AIRSPACE

15.1) Landlord retains the public and private right of flight for the passage of aircraft in the airspace above the surface of the property hereinbefore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or as hereinafter used, for navigation of or flight in said airspace and for use of said airspace for taking off from, landing on or operating at Auburn Municipal Airport.

15.2) Landlord reserves the right to further develop or improve the landing area of the Auburn Municipal Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

15.3) Landlord reserves the right to maintain and keep in repair the landing area of the Auburn Municipal Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

15.4) This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Auburn Municipal Airport and the United States, relative to the development, operation, and maintenance of the Airport.

15.5) Tenant agrees to comply with the notification and review requirements covered in 14 C.F.R. Part 77 in the event any construction is planned for the Premises, or in the event of any planned modification or alteration of any present or future Improvements or structure situated on the Premises.

15.6) Tenant agrees that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to exceed the established height contours. In the event the aforesaid covenants are breached, Landlord shall give written notice to the Tenant specifying the breach. If Tenant does not take action to correct the breach within ten (10) days of receipt of said notice, the Landlord reserves the right to enter upon the Premises hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15.7) Tenant, by accepting this Lease, agrees that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Auburn Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Premises hereby leased and cause the abatement of such interference at the expense of Tenant.

15.8) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e) and/or 49 U.S.C. §41101(c).

15.9) This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Auburn Airport by the United States during the time of the war or national emergency.

15.10) Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the Auburn Airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Airport or the Federal Aviation Administration, would limit the usefulness of the Auburn Airport or constitute a hazard to aircraft.

15.11) Tenant, as well as Tenant's assignees and subleases, and the agents, employees, and customers thereof, shall have the rights of access to and use of all areas and facilities of the Auburn Airport which are intended for the common use of all Tenants and occupants of the Auburn Airport, including but not limited to the take-off and landing areas, taxi areas, reasonable access thereto from the Premises, and air control facilities.

ARTICLE 16: **FEDERAL AVIATION ADMINISTRATION**

16.1) Tenant agrees:

- (I) to prevent any operation on the Premises which would produce electromagnetic radiations of a nature which would cause interference with any existing or future navigational aid or communication aid serving Auburn Municipal Airport, or which would create any interfering or confusing light or in any way restrict visibility at the Airport; and
- (II) to prevent any use of the Premises, which would interfere with landing or taking off of aircraft at Auburn Municipal Airport, or otherwise, constitute an aviation hazard.

16.2) Landlord reserves the right during the term of this Lease or any renewal and/or extension thereof to install air navigational aids including lighting, in, on, over, under, and across the Premises in the exercise of any of the rights in this Lease. Landlord agrees to give Tenant no less than ninety (90) days' written notice of its intention to install such air navigational aids.

ARTICLE 17: **NON-DISCRIMINATION**

17.1) Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this lease agreement for a purpose for which a Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall

maintain and operate such facilities and services in compliance with all other requirements imposed by 49 C.F.R. Part 21 as now enacted or as hereafter amended.

17.2) Tenant for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities, 2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and 3) that the Tenant shall use the Premises in compliance with all other requirements imposed by 49 C.F.R. Part 21 as now enacted or as hereafter amended.

17.3) If the tenant breaches any of the above non-discrimination covenants, Landlord shall have the right to terminate this Lease agreement and to re-enter and repossess said Premises and the facilities thereon, and hold the same as if said lease agreement has never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.

17.4) Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

17.5) Noncompliance with Article 17 above shall constitute a material breach thereof and, in the event of such noncompliance, Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of the Landlord or the United States, either or both said Governments shall have the right to judicially enforce the provisions of said Article 17.4.

17.6) Tenant agrees that it shall insert Articles 17.1 – 17.5 in any lease, license, or sublease agreement by which said Tenant grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

17.7) The Tenant assures that during this tenancy it will undertake an Affirmative Action program as required by 14 C.F.R. §§152.401-425 to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any covered employment activities. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by these regulations. The Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake Affirmative Action programs, and that they will require assurances from their suborganizations, as required by these regulations, to the same effort.

ARTICLE 18: **ATTORNEY'S FEES AND COSTS**

If by reason of default on the part of either party to this Lease agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Lease, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover a reasonable attorney's fee and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.

ARTICLE 19: MISCELLANEOUS

19.1 Signage – Tenant shall have the right at their sole cost and expense to install and maintain two wall-mounted, illuminated or non-illuminated signs on the Administration building, one (1) on the east façade and one (1) above the Tenant's front (north facing) entrance. Tenant shall also have the right at their sole cost and expense to install a sign on the existing monument sign. All signage shall be subject to and in accordance with the Auburn City Code, Chapter 18.56, and Airport design standards, if any. No sign will be allowed that may be confusing to aircraft pilots or automobile drivers or other traffic. Any additional wall mounted or free standing signage desired by Tenant shall be subject to separate cost considerations and approval of the Airport Manager and addressed in a separate addendum to this Lease.

19.2) Security - Landlord shall have no obligation to provide security to the Premises. If reasonably required by Landlord, Tenant shall provide adequate lighting to provide for all-night illumination of the Taxi lane apron of all buildings on the Premises, including aprons, aircraft tiedown areas, vehicular parking lots, and pedestrian walkways surrounding the Premises. Tenant may, but need not, employ security persons. If at any time during the term of this Lease, additional security requirements are imposed on the Auburn Municipal Airport by the FAA or any other agency having jurisdiction, and such additional security requirements apply to the Premises, Tenant agrees to comply with said security requirements that affect the Premises, at Tenant's sole expense, upon being notified of such requirements in writing by Landlord. If Landlord is fined by FAA for a security violation caused by negligence of Tenant, or any of Tenant's sub-Tenants, Tenant shall immediately reimburse Landlord upon demand.

19.3) No Brokers - Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant.

19.4) Regulatory Compliance - The Tenant agrees, at its sole cost and expense, to conform to, comply with and abide by all lawful rules, codes, ordinances, requirements, orders, directions, laws, regulations and standards of the United States, the State of Washington, and City of Auburn or agency of any of said entities, including rules and regulations of Landlord, including without limitation those relating to environmental matters, and regulations set forth by the Environmental

Protection Agency, now in existence or hereafter promulgated, applicable to the Tenant's use and operation of said Premises, including the construction of any improvements thereon, and not to permit said Premises to be used in violation of any of said rules, codes, laws or regulations. Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this section.

19.5) Liens & Insolvency - Tenant shall keep the Premises free from any liens. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Tenant, then the Landlord may cancel this Lease at Landlord's option.

19.6) Non Waiver - Waiver by Landlord of any term, covenant or condition contained in this Lease or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, condition contained in this Lease.

19.7) Force Majeure - Except for the payment of Rent or other sums payable by Tenant to Landlord, time periods for Tenant's or Landlord's performance under any provisions of this Lease shall be extended for periods of time during which Tenant's or Landlord's performance is prevented due to circumstances beyond Tenant's or Landlord's control, including without limitation, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife.

19.8) Severability - If any term, covenant, or condition of this Lease (or part thereof) or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease (and/or the remainder of any such term, covenant or condition), or the applicability of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition (or part thereof) of this Lease shall be valid and be enforced to fullest extent permitted by law.

19.9) Choice of Law, Integration, and Interpretation – This Lease and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington. This Lease, together with any subsequent amendments or addendums, constitutes the entire agreement of the parties and no other understandings, oral or otherwise, regarding this Lease shall exist or bind any of the parties. All captions, headings or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease or act as a limitation of the scope of the particular paragraph or sections to which they apply. Construction of this Lease shall not be affected by any determination as to who is the drafter of this Lease, this Lease having been drafted by mutual agreement of the parties.

19.10) Tenant will be granted two keys each for the exterior entrance door and to the Tenant's Premises. If Tenant desires additional keys Tenant may duplicate the provided keys to Tenant's Premises only and at Tenant's sole expense. Tenant may change the lock to the door providing access into Tenant's Premises at Tenant's sole expense. If Tenant elects to change the lock to

Tenant's Premises, Tenant will provide a copy of the new key to Landlord at no charge to Landlord.

19.11) Gate Cards - Tenant shall coordinate with the Airport Manager upon Commencement of the Lease to determine and checkout the appropriate number of gate cards needed for sufficient operations at the Airport. Tenant shall be responsible for the management of the gate cards issued and responsible for the actions of any person that gains access using the cards and shall not make the gate cards available to anyone not affiliated with Tenants operations. Tenant shall promptly report any gate cards that have been lost, stolen or not returned to the Airport Office and must obtain replacement cards per the current fee schedule prices. Upon termination or expiration of the Lease without any extensions thereof, Tenant shall immediately and without notice or demand return the gate cards to the Office of the Airport Manager.

19.12) Gate Codes - Gate codes will be provided for personnel gate access onto the Airport. Gate codes are subject to change as determined and in the sole discretion of the Landlord. Tenant shall be notified prior to changing of the gate codes and it shall be the responsibility of the Tenant to notify their customers and employees of said change. Tenant shall immediately notify the Landlord and the office of the Airport Manager if the codes need to be changed to prevent access from a customer or employee to maintain security.

19.13) Authority - Each party hereto warrants that it has the authority to enter into this Lease and to perform its obligations hereunder and that all necessary corporate action to authorize this transaction has been taken, and the signatories, by executing this Lease, warrant that they have the authority to bind the respective parties.

19.14) Amendment of Lease – This Lease may be altered, changed, or amended, if done in writing and mutually executed by both the Landlord and Tenant.

19.15) Airport Rules and Regulations. Tenant, Tenant's customers, guests, representatives, directors, officers and employees, are subject to and shall at all times abide by the Airport Rules and Regulations as may be amended from time to time. A copy of these rules and regulations are located at auburnmunicipalairport.com/documents-and-forms and are hereby incorporated by this reference.

ARTICLE 20: **SIGNATURE**

By signing in the space below, the TENANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD AND AGREES TO THE CONTENTS OF THIS AGREEMENT.

Executed this 11 day of January, 2023.

SPANAFLIGHT, LLC:


Doug Miller, Owner

STATE OF WASHINGTON)
) ss.
County of King)

The undersigned Notary Public hereby certifies: That on this 11th day of January, 2023, personally appeared before me Douglas Miller (name), Owner (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/~~she~~ signed and sealed the same as his/~~her~~ free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/~~she~~ was duly authorized to execute said document on behalf of Spanaflight LLC.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Washington,
Residing at King County
My commission expires 5/3/26

Executed this _____ day of _____, 20_____.

CITY OF AUBURN:

Approved as to form:

NANCY BACKUS, Mayor

Kendra Comeau, City Attorney

STATE OF WASHINGTON)

) ss.

County of _____)

The undersigned Notary Public hereby certifies: That on this ____ day of _____, 20____, personally appeared before me _____ (name), _____ (title), to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document on behalf of _____.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

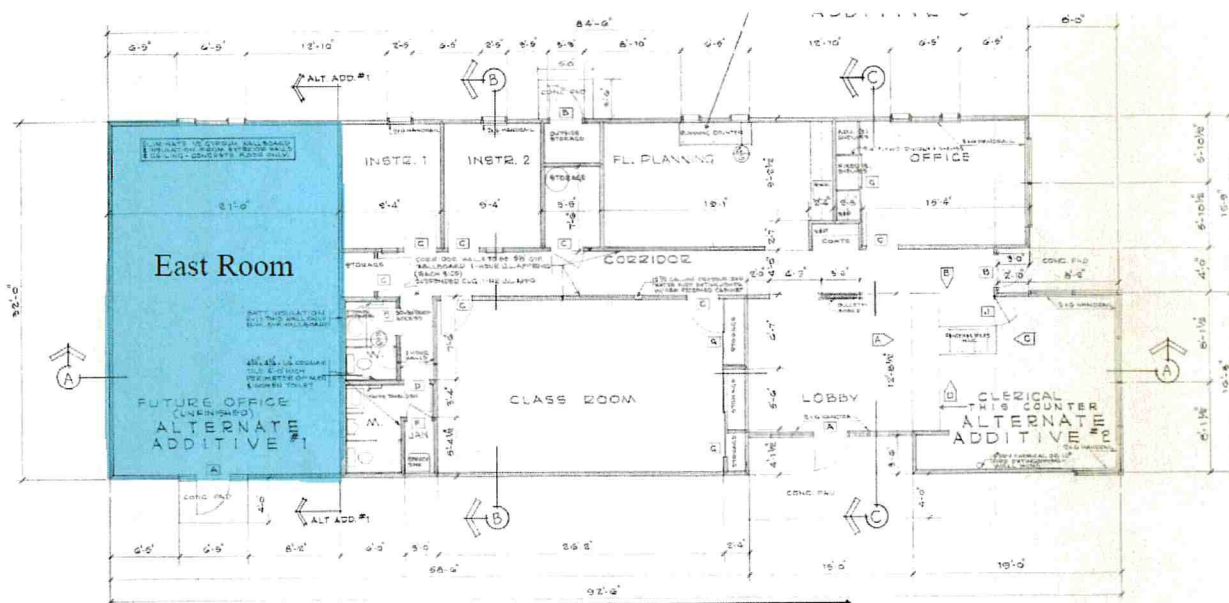
Notary Public in and for the State of Washington,

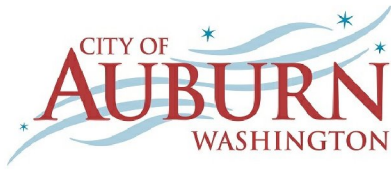
Residing at _____

My commission expires _____

Exhibit A

Premises





AGENDA BILL APPROVAL FORM

Agenda Subject:

Interviews of Councilmember Candidates

Department:

City Council

Attachments:

[Applicant No. 2](#)

[Applicant No. 3](#)

[Applicant No. 11](#)

[Applicant No. 12](#)

[Applicant No. 14](#)

Date:

January 18, 2023

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

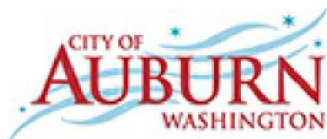
Revised Budget: \$0

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

Meeting Date: January 23, 2023

Staff:

Item Number: ORD.A



Application for Appointment
to City of Auburn City
Council Position No. 1
Questions?

Submitted On:

Jan 2, 2023, 09:03PM PST

Application for Appointment to City of Auburn City Council Position No. 1

APPLICANT No. 2

Applicant Name

Residence Address

Street Address:

City: Auburn

State: WA

Zip:

Mailing Address (If different)

Primary Phone

Secondary Phone

Email Address

Are you registered to vote in
the county of your residence in
Auburn?

Yes

Date of City of Auburn
Residency (If you have not lived
continuously in Auburn for one
year or more you are not
qualified to apply.)

Month: 4

Day: 1

Year: 2018

Have you continuously lived in
Auburn city limits for at least
one year since residency date
above?

Yes

Resumé

Past Work Experience Provide the following information for each corresponding section:a) Name of
Businessb) City, State of Businessc) Dates of service and job function(s)

Past Work Experience

Job Objective

● Highly motivated, passionate, and experienced community leader seeking to obtain a Council Member position to utilize and enhance my personal skills for the City of Auburn and all community members.

Professional Experience

Founder/Executive Director, The Impact Project WA, November 2021 Present

- Create and uphold the overall mission and vision for the organization, while continuously advocating for our community and local youth facing ongoing adversity.
- Use innovation, logic and creativity to meet youth needs and positively provide resources for their educational support.
- Connect and create partnerships with city and county wide community providers, organizations, and other stakeholders to better understand community needs.
- Be the face of the organization while ensuring to be a liaison between the community and other intergovernmental entities.

School Absenteeism and Truancy Liaison, Insight School of Washington, September 2016 Present

- Oversees all attendance policies, needed interventions, and attendance processing while developing needed plans for students and Learning Coaches to be successful in school.
- School/District Truancy Representative
- Consistently supports every family and student around the state when trying to figure out equitable solutions, resources, and opportunities for students experiencing barriers preventing them from attending school regularly.
- School and district truancy liaison between the Office of the Superintendent of Public Instruction, county juvenile courts, community organizations, outside school districts and other stakeholders.
- Develops and implements student re engagement meetings, attendance presentations for ALE policies for stakeholders, ongoing check ins with counties on students involved with BECCA and truancy, plus more.
- Develops and tracks attendance data and student outcomes for reporting purposes, while maintaining and monitoring all communication records and documents for K12, ISWA, and court hearings.

Big Brothers Big Sisters of Puget Sound, Project and Enrollment Coordinator, February 2014 July 2016

- Performs in depth family, volunteer, and child interviews including a comprehensive assessment and continuous case management throughout the span of the match.
- Provide ongoing support with resources and case management to

youth and families experiencing adversity every day.

- Ensure high level proficiency in applying child safety and risk management knowledge by following policies and procedures throughout all aspects of the job duties.
- Created and supported a site based mentoring program in Pierce County with Big Brothers Big Sisters and Lakewood's Boys and Girls Club.
- Manages and supports a caseload of 50+ matches through scheduled in person, telephone and electronic contact.
- Monitored each assigned match relationship development, positive youth development and volunteer satisfaction while identifying potential problems and barriers so they are addressed as early as possible.
- Conducted extensive, nationwide Criminal, Sex Offender, DMV, and Single Jurisdiction background checks.
- Assisted the Chief Program Manager and Supervisor as needed.

Community Engagement Coordinator, Americorps VISTA at Pierce College, December 2012 – November 2013

- Recognized as “Volunteer of the Week” for Communities in Schools National Office.
- Communicated between all faculty, students, Deans, and community members as a liaison to form a Service Learning Department at Pierce College.
- Developed a partnership between Pierce College and Communities in Schools for students to mentor in local, low income elementary, middle, and high schools.
- Recorded and filed all student volunteer information including volunteering hours and confidential data

Intern, Department of Youth Services, September 2008 – April 2009

- Served at the Lane County Juvenile Justice Center.
- Shadowed youth probation officers, counselors, psychologists, an outreach worker, and a youth prosecuting attorney to learn more about the juvenile justice system.
- Volunteered in the detention facility to gain more of an understanding of each youth’s situation.

Education

- MBA – Public Administration, 2022
Southern New Hampshire University, Online
GPA – 4.0
- Bachelor of Science, General Studies, 2010
Arizona State University, Tempe, Arizona

Volunteer Experience

- Human Services Committee Member, City of Auburn, 2011 – current

- King County BECCA Task Force
- Coach, Puyallup Roughriders Youth Cheer
- Coach, Auburn Ravens Youth Cheer
- Mentor, Big Brothers Big Sisters of Puget Sound
- Mentor, Communities in Schools of Lakewood.
- Intern, Department of Youth Services Lane County Juvenile Justice Center
- Paid Volunteer, AmeriCorps Community Engagement Coordinator
- Rescue Mission Tacoma
- Puyallup Food Bank

Awards/Recognitions/Other

- Presidential Award for Volunteerism; 1,000 hours of Volunteer Service
- National Society of Leadership and Success, Present, 4.0 GPA

Certifications; Wley University Services

- Power BI Share your Data Analysis using PowerBI.com
- Building Personal Resilience
- Information for Advantage and Knowledge Management
- Information Technology and Ebusiness
- Change Management Managing the Change Process
- Change Management Understanding the Context of Change
- Managing Change
- Coaching and Mentoring
- Emotional Intelligence
- Leading vs. Managing
- Critical Thinking
- External Environmental Analysis
- Internal Environmental Analysis
- Strategic Analysis Mission, Vision, and Stakeholders
- Understanding Robotic Process Automation
- Power BI Go Beyond PivotTables with PowerPoint
- Introduction to Data Analytics
- Applying Data Analytics to Revenue Analysis
- Applying Data Analytics to Financial Planning and Analysis
- Applying Data Analytics to Business Performance
- Power BI Use Power Query to Transform Your Data
- Performance Measurement Techniques
- Customers, Suppliers, and Supply Chain Management

Education

Provide the following information for each corresponding section:

a) Name of Institution and location (City, State)

b) Degree, certification or diploma earned. If none, describe subjects studied

c) Dates of attendance or year of completion

Education

- a) Southern New Hampshire University, Manchester, New Hampshire
- b) Master's of Public Administration
- c) May 2021 - October 2022
- a) Arizona State University, Tempe, Arizona
- b) Bachelor's of General Studies
- c) August 2009 - December 2010
- a) Southern Oregon University, Ashland, Oregon
- b) Studied criminal justice, criminology, and social science courses
- c) September 2006 - June 2009

Related Skills

Please list any related skills or training that will be beneficial as a city councilmember.

Related Skills

Being a city councilmember means showing and giving passion to a community who needs a representative to advocate for their ongoing needs. Being courageous, yet empathetic, and having the ability to understand the duties of city council, builds an essential platform for ongoing success. Having influential and positive communication skills is something not all individuals possess, but is a common "must" for all public leaders to be successful. I strongly believe my personal and professional skills are that of a leader who can impact the community.

In my previous and current years of working deep in communities while serving individuals who are facing adversity, I have had opportunities to cultivate real life knowledge. Some of the knowledge I have built range from public policy, funding, the responsibilities for city departments, understanding the city's legal responsibilities, city wide programs and initiatives, intergovernmental relationships, the importance of focusing on community, and more. Although this knowledge will come in great benefit as a city councilmember, the skills and knowledge I cherish most are a result of serving so many different communities and community members across multiple states and cities. One of the most important attributes I have learned when serving community members in the many different capacities and environments, is the knowledge that citizens do rely heavily on representatives to be their voice. By listening to all community stakeholders, building and maintaining relationships, and becoming a trusted advocate, results in ongoing support from the public, as well as creating an atmosphere where citizens feel included.

During the years of earning my undergrad and graduate degrees, I completed many certifications and trainings, an in depth internship

with the Department of Youth Services, and maintained ongoing community involvement with volunteerism and service learning. The certifications I have acquired from Wiley University Services are directly related to my Master's degree in Public Administration, with emphasis on the many needed skills to be successful as a public leader. With over 20 earned certifications from my Master's program, I have built skills and knowledge that have helped me with the many external and internal topics which public administrators and stakeholders face daily. From learning about the many complex Microsoft Office programs which assist in organizing and analyzing crucial data, to the high need for strategizing environmental changes while being able to think critically as a leader, I have had a great amount of opportunity to gain important knowledge and skills through trainings and certifications.

Selected Accomplishments

Most of my professional accomplishments mark the times in my life where I was able to truly make a difference while showcasing my efforts to be better within communities all over. Serving on the City of Auburn Human Services Committee, volunteering as a head coach for the Auburn Raven's Youth Cheer program for over 5 years and owning a nonprofit dedicated to helping all youth in our community with their education, are just a few of the accomplishments that I will forever be impacted by. These three positions have especially given me insight to new learning experiences and a sense of ongoing responsibility to try and be a leader in many different capacities and environments.

Earning my undergraduate degree while taking on an internship and then transferring down to Arizona State University, marked the first big accomplishment that I was able to do on my own. As my resume states, I dedicated one year of my life to serving as an AmeriCorps VISTA to both Pierce College campuses where I helped develop a service learning department. At the end of my term, I received the Presidential Award from President Obama for serving over 1,000 hours of community service. During my time in AmeriCorps, I developed a partnership between Pierce College and Communities in Schools of Lakewood to connect college students with volunteer opportunities. During the partnership, I was nominated and awarded as Volunteer of the Week at the Communities and School National Office, which was a very big honor and both professionally and personally a meaningful award to have.

Throughout my current job I have created and maintained relationships and partnerships with many state and local organizations and stakeholders, including the Office of the Superintendent of Public Instruction. By working closely with OSPI over the years and having the opportunity to be a 'face' for alternative learning, I have helped create the overall school attendance policies for all ALE schools in Washington state. This is of course not an award, but an accomplishment that I am proud to talk

about because of the work it takes to consistently build those important relationships and then be trusted enough for the state to utilize sets of policies I created over many years. It is a very big honor to be an author and creator for policies that impact thousands of students and hundreds of school districts.

Within my current job role, I have been recognized for employee awards within my workplace, but I have also been asked by courts, OSPI, and other outside officials, to be part of county wide boards, groups, and our state's BECCA Task Force. All groups and boards I have been a part of are directly related to discussions about school attendance, state laws (the BECCA Bill), community and/or school district efforts and initiatives, and much more. The most recent accomplishment within my current role at Insight School of Washington, was having the opportunity to present at the State BECCA Conference in Ellensburg as the first person representing Alternative Learning.

The final accomplishment, award, and recognition I am proud to write about is earning my Master's in Public Administration degree after taking over one decade off from school. I graduated with a 4.0 GPA and was asked to be part of multiple honor societies throughout my experience, which led me to being a member of the National Society of Leadership and Success.

Supplemental Questions

Why are you interested in serving as a City of Auburn Councilmember?

My long term goal is to be a leader in our community so I can utilize my many passions to make a difference among the lives of individuals, organizations, and businesses. I want to serve as a City of Auburn Councilmember to not only grow personally, but instead to utilize my skillsets, such as the need to provide advocacy for those community members who need to be heard. Serving the City of Auburn in a capacity where there is a team of individuals who share the same goal of making an impact, will give me a chance to listen and learn while knowing any decisions made will be changing the lives of many citizens. My passion is to bring community together and be a voice for those who do not have the means or ability to do so. I also strongly believe working with a team of other councilmembers is an opportunity to bring diverse knowledge and skills to the City of Auburn, which builds and develops a platform full of creativity and endless life changing ideas.

Being a City of Auburn Councilmember will not only allow me to continuously learn from internal city employees and appointed officials, but it would push me to be a proactive, impactful, and transformational leader.

What strength(s) would you bring to the Council?

Throughout this application, I hope I can show my passion for community through my words since that is an overall strength I carry

everyday with me. I believe my creative leadership approach can also give other councilmembers, Mayor Backus, and other personnel I would have the great opportunity to work with, an idea of who I am as a person.

The strengths I have acquired in current and past professional positions consist of various skillsets and knowledge that only hands on experiences could teach me. Because of my previous work in youth serving organizations, I know I can bring in depth knowledge about nonprofit organizations and management, the importance for availability of social services, the need for all youth to have positive and consistent support systems, the internal and external impact and development of alternative learning and programs available within Washington State who serve student's education in a non traditional capacity, and much more.

This information and the facts I have learned are only a handful of the knowledge I have gained throughout my years of working in social services and the educational setting. As I think about my beliefs and strengths when serving the community and potentially being placed into an appointed leadership position, I realize how beneficial all experiences have been.

The personal skillsets and strengths I will bring to the council is the ability to be proactive and having initiation when completing a task, organizational and communicative skills, the belief that all individuals were put here to accomplish their goals and full potential no matter their situation, naturally wanting to connect with individuals and finding relatability to better understand their situations, a high amount of community concern and awareness when identifying issues, bringing community together by building relationships with different stakeholders, building beneficial collaborations internally and externally for best methods of problem solving, embracing diversity and the importance of city culture, and always remembering the importance of intergovernmental relationships for the success of the city, residing county, and Washington State.

What are the 3 highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

Over the years, I have dedicated myself to community and specifically learning about the needs of at risk youth, the education system, and overall statistics of student dropout rates in grade bands K 12. The statistics for students dropping out, involuntarily being withdrawn, and voluntarily withdrawing from school prematurely, are more in depth and detrimental than many citizens may see, but I strongly believe there is hope and plans that can be put into place to avoid a massive decline in graduation rates over the next 8 - 10 years.

Specifically, the City of Auburn youth who have been negatively impacted by the pandemic, are needing more opportunities to fit their specific learning needs. There must be advocacy and ongoing

support systems in place that will interrupt student pathways leading to dropping out from school prematurely. Being on the Human Services Committee has given me more knowledge regarding local and intergovernmental funding for our high priority areas, but I know as a city that we can create programs that will be cost efficient. These programs will involve the utilization of service learning for all students, methods for reaching students who are not excelling in alternative education before they drop out of school, specifically the online setting, educating families about truancy and how to better support student's regular attendance, and the programs would include more face to face opportunities for youth and families who are not gaining the resources they need due to not having the means or knowledge to find them. Our schools in the district reach their physical, mental, and emotional capacities now more than ever, and it is constantly taking a toll on educators, support staff, administrators, and even the organizations who are contracted or funded to help support students. We rank as one of the largest and most diverse school districts in the state of Washington, so making our district and that diversity a priority will allow us to avoid those negative statistics which are jeopardizing the future of our youth, their well being, and eventually our overall economy.

As a councilmember, I would ensure to be a voice for the needs of not only our youth and their families, but for the organizations who are supporting these youth and members of the community. I would also make sure that all councilmembers, the mayor, appropriate city committees, and city employees, be involved with updates and potential collaborations. Bringing city officials and departments into programs will allow our community members the opportunity to see that education and supporting youth is a priority.

Since I have been part of the city's funding distribution process for local organizations, I have quickly learned how difficult it is for individuals and stakeholders to receive their full amount of requested grant funds. Many organizations do not get the full amount of funding due to various reasons, which means they may not be able to continue their dream of helping and serving our community members. There is always great importance and reasons for nonprofits to exist, but something that it is very difficult to witness is the unavailability of funds for culture specific organizations. When we make these highly difficult decisions, it is not easy to see certain demographic and culture specific entities suffer financially. When the city and government is financially unable to support all of these organizations, it results in negative repercussions among citizens who need the guidance from individuals who share a sense of relatability and trust.

Another priority area and issue that I would want to be assisting culture and demographic specific organizations who

need their own resources to stay afloat. The importance of their existence among our diverse community and the services they provide to help families with everyday living, is crucial to the well being and overall success for vast areas in Auburn. Focusing on nonprofits and organizations who support culture specific community members, targeted groups, and distinct demographics, leads to the potential impact on the city's high need priority areas.

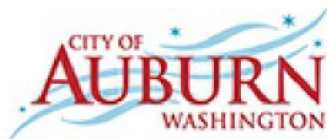
Although there are other priority areas I am also passionate about, my third priority area I would want to focus on would be crime rates and addressing the high number of theft and property crimes. The City of Auburn's police department works tirelessly to serve our citizens and community members, but the number of reported theft, burglary, and assault crimes have become of high concern for citizens all over. Reducing crime rates is not an easy task, especially during a time in our lives where a pandemic has affected individuals in more negative ways than one. We must work together to combat underlying issues for crime, but also focus on protecting our children, neighborhoods, businesses, and overall community at the same time. By continuing to address the underlying issues of crime, such as mental health or mental illness, homelessness or unstable housing, juvenile justice involvement, local employment, and more, we can do our best to start problem solving best practices.

Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commission and how this contributed to the City of Auburn community. Address its relevance to the position of City of Auburn Councilmember.

As stated above, my experience(s) and involvement within the community, including the City of Auburn, are extensive and have prepared me for a future working with the Auburn community in a more limitless way. I currently serve on the City of Auburn Human Services Committee, I have been coaching cheerleading for the Auburn Ravens Youth Football and Cheer organization for 6 years, I am currently involved with the Miss Auburn Organization, and I own The Impact Project WA, which is a nonprofit based out of Auburn. I utilize the partnerships and relationships I have formed to get the nonprofit out within the Auburn community. Setting up tables at events such as the City of Auburn's Rec n' Roll summer events, the Harvest Festival at Les Gove Park, and being part of the Santa Parade, have been only a few of the events we volunteered at to connect with local community members and youth.

Creating a nonprofit to spread awareness of the underlying issues causing students to dropout prematurely, has allowed me to connect with meaningful, local organizations. I have created multiple drives and collections to support the Domestic Abuse Women's Network, The Social Impact Center, the Auburn School District, and other programs within each organization. The importance of supporting local organizations and nonprofits who are giving youth and students hope, is a way for us to build community while spreading awareness for the realities of youth.

	understand the urgency for giving back to individuals. My internship for the Lane County Juvenile Justice Center, being on King County's BECCA Task Force, having the opportunity to speak on behalf of ALE school attendance policies for CCYJ's Washington State BECCA Conference, and serving as a Community Engagement Coordinator for AmeriCorps have changed who I am as a member of the community while teaching me that there are endless opportunities to make a difference.
What do you wish to accomplish during this appointed term as a City of Auburn City Councilmember?	There is no doubt I already have passion for serving the City of Auburn as a community member, so receiving the opportunity to be an appointed City of Auburn Councilmember would be an honor that I could never take for granted. I hope to accomplish many goals by consistently bringing my passions to the city during the duration of the appointed term. I strive to learn deeply about Auburn, the different communities and areas, and the individuals who have watched our community grow over the years. By listening and learning from our community, I can become a better leader and help our community grow in the right direction.
What is your vision for our City and community?	My vision for the City of Auburn consists of focusing on the ever changing high priority areas and needs of our community, while always staying proactive with city officials and community members. The importance of listening, working with, and advocating for local businesses, families, youth, schools, and other entities, is a must as we regroup and recover from the pandemic. In my vision I foresee a community that can address the constant ongoing issues with confidence, understanding, and seriousness. This vision is actively developing programs, initiatives, and methods to strengthen our identified weaknesses so we can be united as a city. I believe we should work together to build community strength and opportunities where all individuals can be given ongoing support and encouragement, no matter their demographics and backgrounds. The City of Auburn brings hope and belonging to community members all over, which I will always strive to be part of.
Do you participate in or are involved in any contract(s) with the City of Auburn? Please explain your involvement.	I am currently in my second 3 year term for the City of Auburn's Human Services Committee, but otherwise I have no other contracts or involvement with appointed positions.
Do you hold any other elected public office or have you held elected office in the past? If yes, please describe the offices held?	As stated above, I am currently serving on the City of Auburn's Human Services Committee in my second 3 year term.



Application for Appointment
to City of Auburn City
Council Position No. 1
Questions?

Submitted On:

Jan 2, 2023, 11:31AM PST

Application for Appointment to City of Auburn City Council Position No. 1

APPLICANT No. 3

Applicant Name	
Residence Address	Street Address: City: Auburn State: WA Zip:
Mailing Address (If different)	
Primary Phone	
Secondary Phone	
Email Address	
Are you registered to vote in the county of your residence in Auburn?	Yes
Date of City of Auburn Residency (If you have not lived continuously in Auburn for one year or more you are not qualified to apply.)	Month: 6 Day: 1 Year: 2019
Have you continuously lived in Auburn city limits for at least one year since residency date above?	Yes

Resumé

Past Work Experience Provide the following information for each corresponding section:a) Name of Businessb) City, State of Businessc) Dates of service and job function(s)

Past Work Experience	Senior Pastor Auburn City SDA Church, Auburn WA 2020 Present North Cascade SDA Church, Burlington WA 2015 2019 Associate Pastor 2019 2020 Auburn City SDA Church, Auburn WA 2019 2020 North Cascade, Burlington WA 2012 2015 Kirkland SDA Church, Kirkland WA 2006 2009 City of Seattle Seattle Public Utilities 2000 2002, Cedar River Watershed
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Education

Provide the following information for each corresponding section:

- a) Name of Institution and location (City, State)
- b) Degree, certification or diploma earned. If none, describe subjects studied
- c) Dates of attendance or year of completion

Education	Walla Walla College, College Place WA BA in Theology (2002 2006) Andrews University Theological Seminary, Berrien Springs MI MDiv (2009 2012)
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Related Skills

Please list any related skills or training that will be beneficial as a city councilmember.

Related Skills	Washington Conference Executive Member, 21 Present North Pacific Union Conference (NPUC) Executive Member, 21 Present NPUC Asian Pacific Ministries Advisory Committee Member North American Division for Asian Pacific Advisory Committee Member School Board, Personnel, Finance Committee Member at PSAA/KS DA 06 09, SAA 12 19, BV 19 Present Advisor to UW & Harborview Medical Teams for community health initiatives Advisor to King County Health Department for Asian Pacific Islander Community Native Hawaiian/Pacific Islander Representative for Auburn Police Advisory Committee (PAC) Participant at Mayors Roundtable Partnered with Community Health Director for the City of Auburn High Capacity Community Assistance Partner with World Vision Advisor & Coordinator for Drug Recovery Coaching Program for 4 County District (Skagit, Island, Whatcom, Snohomish) Advisor on Board for Family Promise Volunteer & Advocate for Project Homeless Connect Coordinator of Community Health Initiatives Partnered with Auburn's Blue Ribbon Committee to plan, organize and execute their initiatives
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Selected Accomplishments	Created and Coordinated a local Food distribution in Auburn Coordinator of Covid Test and Covid Vaccine Site in Auburn UW, Harborview, Multicare, Recognized by Dr. Lisa Chew, Associate Medical Director for Harborview Medical as outstanding community member, partner, leader and advocate for health. Addressed Opioid Epidemic in Skagit Valley by creating a Drug Recovery Coaching Program Addressed Homelessness as an Advisor and partner for Family
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Supplemental Questions

Why are you interested in serving as a City of Auburn Councilmember?

I am interested in serving as a City of Auburn Council member because I have come to appreciate and love the city of Auburn and its community since my arrival in June of 2019. I serve as a community leader and have a deep desire to see the city thrive and become the "Best City in Washington".

What strength(s) would you bring to the Council?

I have built and established strong relationship with leaders and community members of the underserved population within our community. I have also earned credibility and established relationships with medical providers such as UW Medical, Harborview Medical, Multicare, King County Health Department, etc. that provide excellent care. These partnerships have made for some great collaborations to provide free services to help make Auburn the healthiest city in Washington.

In collaboration with the Blue Ribbon Committee we have been able to provide free services like covid test and vaccines, access to education and enrollment for insurance, dental vans, housing, food stamps, etc.. Through local organizations we have been able to provide space, facilities and various free services to our neighbors and community at large.

Serving with integrity, a heart that desires equality and equity for all people motivates me to work through established systems, but never afraid to explore and create new methods.

Added strengths would be that I have been a part of the Mayors team who was invited Harborview's CEO listening tour. I also partnered and worked with Puget Sound Clean Air Agency and established an air monitoring system in our community. Having built a great relationship with Reed Slattery who is the National Director of World Vision, we have been able to provide much needed food for Auburn residents, but also furniture and house hold goods. These connections have also allowed me to help the Muckelshoot Housing Authority by providing material for their maintenance and repair department.

What are the 3 highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

Homelessness Action plan to move homeless individuals into programs, housing, technical schools, educational programs, Identification or drivers license, legal counsel etc.. Create a network of partners who will collaborate with the city to help us address homelessness. In order for the city to be successful and accomplish its goals, it needs buy in and partnership from local entities. Our success can not be measured by numbers alone because it's not a one size fits all situation. The metrics of our success includes numbers, but also the knowledge we gain by each person we serve,

the relationships built, collaborations gained and shorter time it takes us to accomplish our goal.

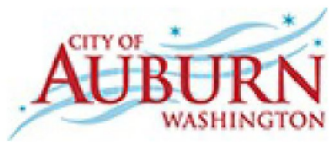
Crime There are many factors that leads people to commit crime. In communities with lower educational levels have higher crime rates. Education impacts the overall health of the family because its potential to increase financial security, expand our thought processes and expose us to a better way of living. With less education, parents are forced to work longer hours at less paying jobs. Which in result, parents have less time and energy to interact with children. Children often spend significant time unsupervised (without a parent) and spend more time with friends and exposed to the "streets". This leads to behaviors that directly impact our community. If you can destroy the home, you destroy the city. With children and youth who are left unsupervised for majority of their day will be deeply influenced by others. In the youth's time of exploration unsupervised, many are introduced to substances and negative adolescent behavior that often result in crime. So, in an effort to improve the quality of life for a family and increase the time parents can be present with children I started a program that gave away free cars. I have given away free vehicles to families that have been vetted and selected through the Mayors office or a local business. In one incident in particular, the family had no vehicle. The father had to rely on other methods of transportation to and from work which resulted in him leaving extra early and coming home really late. Mom was alone at home with two kids and a newborn who had some health issues. In providing this family with a vehicle, it changed their lives in more ways than one. Dad could get to work and home faster. Mom was able to accomplish more in her day with grocery shopping, errands, doctors appointments. Both parents had more time and more energy to invest into their family. By providing a vehicle for the family the quality of life was improved that will hopefully change the future outcomes for them as Auburn residents and beyond.

Affordable Housing is an ongoing issue and has become a national problem. There isn't an established method that is a one size fits all that will work. We can build more affordable, multi family housing units, but that's not the all inclusive answer. We can try and create more jobs but the cost of living keeps rising so it seems like we're chasing the pot of gold at the end of the rainbow. This issue is difficult because each situation is unique just like homelessness. What might work for one individual will not necessarily work for the next person because the needs are different.

Health Auburn ranked very high in a lot of the negative areas for health. I think we can begin addressing some of these issues by creating and establishing strong community partnerships that are willing to address some of these issues in their smaller circles of influence

	(community groups, hobby groups, religious groups, etc.) within the city. In partnership we an educate, equip and empower to community partners by bridging the gap, providing resources and funding to help them be successful.
Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commission and how this contributed to the City of Auburn community. Address its relevance to the position of City of Auburn Councilmember.	I started serving as the Senior Pastor of the Auburn City SDA in March of 2020 as Covid 19 began to unfold. In response to the pandemic I took a survey from our immediate neighbors about their greatest needs. We learned that food security and access to covid test were the two greatest needs. Beginning June 9, 2020, we partnered with UW Medical and Harborview Medical to provide free covid testing so that people can return to work, travel, etc.. We were also blessed that day with 400 boxes of food that we distributed to everyone. That first day of testing we successfully provided over 90 tests and gave away all the food. What began as a prayer turned into the last 3 years of collaborative work that has improved the quality of life in our community. At the height of our food distribution we were moving 15 semi trucks (52 foot trailers) a week in our parking lot. We still serve a small number of folks every Tuesday who still come to receive food. We continue to partner with King County Health Department, UW/Harborview Medical, Multicare and other medical organizations and professionals to provide free medical assistance to our community. I have partnered with Pat Bailey, our Community Health Director for the city of Auburn to provide education and resources to our community. While pastoring in my previous assignment we addressed the opioid epidemic in our community by starting a drug recovery coaching program that was recognized by the state and we became the drug recovery coaching program for our surrounding counties (Skagit, Island, Whatcom, Snohomish). We also partnered with local agencies to address homelessness in our community and eventually built a shower trailer that provides access to showers and bathrooms near homeless communities. I serve on the Police Advisory Committee (PAC). I have voluntarily manage and run the "Essential Supply Warehouse" the last 3 years. I have been able to help provide furniture and household goods to hundreds of homes in our city and beyond.
What do you wish to accomplish during this appointed term as a City of Auburn City Councilmember?	I hope to learn the intricate ways of how the city functions and operates with all the different entities, departments and community organizations. In turn I hope to be a part of finding solutions to help our city become safer, desirable and hopefully the healthiest city in Washington.
What is your vision for our City and community?	My vision for the city of Auburn is to see, live and breathe within a community that is living in unity, growing in empathy and thriving in its purpose. We are uniquely located as the hub that opens the door to city life or country living. We lead the road into mountainous scenery and farm lands or into the city with malls and major

	businesses. We are a richly diverse multiethnic community, a growing diverse businesses sector that has the ability and the opportunity to lead and pave the way forward of what a self sustaining and operating city looks like. When I look at Auburn, it is a city that has a lot of the resources that lend to a great city. You have an educational system that includes technical schools and an accredited college. We have natural resources and farmlands that have been cultivated for years and a diverse business sector that generates funding. We have access to a medical center along with many different medical professionals and private providers that meet the needs of our community. If we can pull our efforts together and unite our local government with our community, there is no telling what we can do together!
Do you participate in or are involved in any contract(s) with the City of Auburn? Please explain your involvement.	No
Do you hold any other elected public office or have you held elected office in the past? If yes, please describe the offices held?	No



Application for Appointment to City of Auburn City Council Position No. 1 Questions?

Submitted On:
Dec 23, 2022, 06:55PM PST

Application for Appointment to City of Auburn City Council Position No. 1

APPLICANT No. 11

Applicant Name	[REDACTED]
Residence Address	Street Address: [REDACTED] City: AUBURN State: WA Zip: [REDACTED]
Mailing Address (If different)	
Primary Phone	[REDACTED]
Secondary Phone	[REDACTED]
Email Address	[REDACTED]
Are you registered to vote in the county of your residence in Auburn?	Yes
Date of City of Auburn Residency (If you have not lived continuously in Auburn for one year or more you are not qualified to apply.)	Month: 9 Day: 5 Year: 2012
Have you continuously lived in Auburn city limits for at least one year since residency date above?	Yes

Resumé

Past Work Experience Provide the following information for each corresponding section:a)
Name of Businessb) City, State of Businessc) Dates of service and job function(s)

Past Work Experience	Founder-Executive Director 2019-Present Your Money Matters Financial Mentoring Program -Auburn WA • Responsible for planning, organization, and direction of the
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organization's operations and programs

- Oversees and reports on the organization's results for board of directors.
- Ensures that services and funding relationships are robust enough to meet or exceed strategic goals and objectives
- Provides professional and holistic executive-style coaching to adult learners to help them develop and achieve personal and professional goals

Partnership Director 2017-2019

Equal Opportunity Schools, Seattle WA

- Primary contact on managing the delivery of Action for Equity model to client/partner school districts. Supporting and coaching high school staff on identifying and adding more students of color and low-income students to their AP/IB programs
- Teaching clients about racial equity and importance of expanding access to students of color and low-income students who are fully capable of success through the use of both Action for Equity model, but also from extensive experience helping others to understand the case for racial equity in education.
- Project manage the completion of key Action for Equity milestones throughout the various phases of our model
- Occasionally conduct professional development opportunities for stakeholders (school boards, teachers, parents, counselors, etc.)
- Retained focus on expanding understanding of systemic and individual racial equity obstacles and successes regarding access to high rigor classes in high schools across the country.

Program Manager 2014-2017

Financial Beginnings, Seattle WA

- Successfully managed the organizations expansion from Portland to the Seattle market in three years lead organization in providing financial literacy education yearly for 30,000 low income K-12 students across the Puget Sound.
- Prepare and distribute progress reports; manage risks and issues; correct deviations from plans; and perform delivery planning for assigned projects
- Define project scope and schedule while focusing on regular and timely delivery
- Trained and managed over 120 program mentors, trainers, coaches, and volunteers
- Planned, coordinated and direct community education activities in coordination with K-12 school staff, subject matter experts, including the preparation of visual materials, securing external partnerships, while assessing each activity

Employment Specialist-Classroom Facilitators
Pioneer Human Services-Industries, Seattle WA 2012-2014

- Experienced in group facilitation, presentations, and program evaluation
- Experience with workforce or employment services, customer assessment, program eligibility, counseling techniques and performance requirements
- Organize and conduct mock interview panels
- Conducted formerly incarcerated workers evaluations to assess needs and provide information regarding their career development and educational pathway

Case Manager-King County Drug Court 2011-2012
Therapeutic Health Services Kent, WA

- Provided outreach and intensive case management services for assigned drug court youth and young adults ages 16-24.
- Provided advocacy and support for participants within the criminal justice system including court appearances and written communication
- Developed and maintained a collaborative relationship with THS partners including Seattle Police Department, King County Sheriff, King County and City of Seattle Prosecutor's office

Dean of Students /Student Support Coordinator 2009-2011
Open Meadows Alternative High School Portland, OR

- Worked with counselors and tutors to establish development plans for students showing signs of academic struggle, implemented strategies that motivated and inspire students to succeed and stay in school.
- Teamed with teachers, administrative staff, school counselor, and parent coordinators in the development and implementation of the school-wide plan for creating a positive culture of behavior in the school
- Worked with students and parents on development issues to effectively analyze problems and concerns

Recreation Coordinator 2005-2009

City of Portland Parks and Recreation Portland, OR

- Experience working with teens in recreation inside a community center environment
- Experience helping with events and other large group activities for teens in 7th-12th grade inside a community center environment
- Experience working with multiple staff members to supervise, mentor and/or run other programs

Education

Provide the following information for each corresponding section:

- a) Name of Institution and location (City, State)
- b) Degree, certification or diploma earned. If none, describe subjects studied
- c) Dates of attendance or year of completion

Education

a) Name of Institution and location (City, State)
Portland Community College, Portland OR
Warner Pacific College, Portland , OR
Brandman University, JBLM Military Base Lakewood, WA

b) Degree, certification or diploma earned. If none, describe subjects studied
PCC-A.A. Degree General Studies
WPC-B.S. Degree Human Development
Brandman University- M.A Degree Organizational Leadership
Brandman University- Graduate Certificate in Non-Profit Executive Leadership

c) Dates of attendance or year of completion
Portland Community College, Portland OR 2004-2007
Warner Pacific College, Portland , OR 2007-2009
Brandman University, JBLM Military Base Lakewood, WA 2015-2017

Related Skills

Please list any related skills or training that will be beneficial as a city councilmember.

Related Skills

Certificate/Training in Professional Public Speaking/Master Trainer
Certificate/Training in Executive Leadership
Certified National Financial Education Instructor

Selected Accomplishments

Notable accomplishment to date is being the Founder of non-profit organization that launched in 2018 and served 770 disadvantaged, economically vulnerable BIPOC youth and young adults to serving over 2000 in 2022 from across King and Pierce County communities providing financial education, mentoring support and wraparound services

Notable accomplishment served in the US Army. Army veteran, awards Southeast Asian Ribbon, Meritorious Unit Commendation

Supplemental Questions

Why are you interested in serving as a City of Auburn Councilmember?

Being on city council would be a way for me to give back to the community. I have always been interested in public service and how to help those in my community. I would like to work with the Mayor and other Council Members to identify groups that are currently not participating in the community and try to find ways by working together that we could increase their participation. The time is right for unique perspectives that reflect our growing and diverse community.

What strength(s) would you bring to the Council?

Honesty.

Both in my actions and being intellectually honest in my approach to issues.

Balanced.

A representative of all of the people, one that brings a balanced view able to work well with various professional staff and being a representative for all city Auburn citizen.

Committed. Dedication of time and energy.

Motivated. The primary motivation is to serve the public interests. Performing duties with integrity and with a broader vision of what is in the interests of the overall community now and in the future.

What are the 3 highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

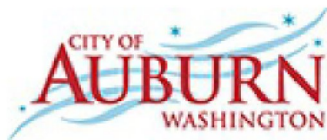
Provide access to more services and funding support and community partnership for these three areas:

Housing & Employment
Drug Addiction & Mental Health
More Minority Businesses

Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commission and how this contributed to the City of Auburn community. Address its relevance to the position of City of Auburn

Board Member Auburn Public School Foundation
Board Member Washington State Council for Juvenile Justice also (Current Co-Chair of Racial Ethnic and Disparity Committee)
Board Member JumpStart Coalition Washington

Councilmember.	
What do you wish to accomplish during this appointed term as a City of Auburn City Councilmember?	I would like to continue growing the city in a positive direction. We have great citizens that are highly active throughout the community. My goal is to work along side these individuals and engage with them.I would continue working to improve communication and transparency and would like to see the city utilize technology to get information to residents. I would also encourage more resident involvement with issues we face as a community.
What is your vision for our City and community?	Creating a stonger connection in the community through Diversity, Equity and Inclusion. To have a thriving, urban, South Puget Sound city, possessing the core values of family, community, education and economic prosperity.
Do you participate in or are involved in any contract(s) with the City of Auburn? Please explain your involvement.	Financial Literacy Education Program recent contract with City of Auburn Human Service Fund beginning in 2023.
Do you hold any other elected public office or have you held elected office in the past? If yes, please describe the offices held?	No



Application for Appointment to City of Auburn City Council Position No. 1 Questions?

Submitted On:
Dec 23, 2022, 01:36PM PST

Application for Appointment to City of Auburn City Council Position No. 1 APPLICANT No. 12

Applicant Name	[REDACTED]
Residence Address	Street Address: [REDACTED] City: Auburn State: WA Zip: [REDACTED]
Mailing Address (If different)	
Primary Phone	[REDACTED]
Secondary Phone	
Email Address	[REDACTED]
Are you registered to vote in the county of your residence in Auburn?	Yes
Date of City of Auburn Residency (If you have not lived continuously in Auburn for one year or more you are not qualified to apply.)	Month: 12 Day: 23 Year: 1995
Have you continuously lived in Auburn city limits for at least one year since residency date above?	Yes

Resumé

Past Work Experience Provide the following information for each corresponding section:a) Name of Businessb) City, State of Businessc) Dates of service and job function(s)

Past Work Experience

Vice President - Venture Philanthropy. Forterra NW, October 2022 - current. Seattle.
Lead a team to deliver cohesive organization venture

philanthropy initiatives that optimize prospect recruitment and successful fundraising from supporters, major donors, foundations, corporations, social media, investors and funds. Thought partner solving financing challenges including sourcing, structuring, and execution of diverse capital stacks. Engaged member of Forterra's Executive Leadership Team fostering a culture of belonging justice, equity, diversity and inclusion (BJEDI). Lead a talented team of individuals who forge and steward relationships to produce tangible, lasting, successful results.

Chief Development Officer. Mary's Place. November 2020 - October 2022. Seattle.

Led Mary's Place development team to exceed their annual fundraising goal of \$18 million by raising \$22.1 million. As part of the Executive Leadership Team, provide strategic oversight and direction of all lines of fundraising including corporate, foundation, and individual giving, government grants, strategic events, development operations including data management and gift processing; and volunteer programs. Manage the Development team of 18 staff. Frontline fundraising responsibilities including managing a portfolio of donors and securing and stewarding five and six figure gifts. Support the Executive Director and members of the Board of Directors in cultivating and soliciting major gifts and grants. Identify new prospective donors and strategic resource opportunities, and effectively communicate the Mary's Place story and case for support to a variety of audiences.

Executive Director, Highline Schools Foundation, February 2017 - November 2020. Burien.

Responsible to lead development and implementation of all Foundation goals, strategies, fund development plans. Primary point of contact for Foundation programs and initiatives. Serve as the Foundation representative, promoting its mission among all stakeholders within the community, Highline Public Schools, local government, donors, corporate partners and beyond.

Executive Director, WA State Recycling Association, July 2015 - February 2017. Tukwila.

Served as CEO of Washington State Recycling Association [501(c)6] and The Recycling Foundation [501(c)3].

Responsible for all day-to-day operations, as well as the leadership, development, implementation, monitoring and evaluation of all current and future programs. Core responsibilities include: leadership, financial, and operational management; fundraising & membership recruitment and retention; event management; and program management.

Director of Advancement, Agros International, August 2012 - January 2015. Seattle.

Responsible for overseeing all aspects of Agros' comprehensive fundraising, marketing, communication, and information technology teams. Work as part of the executive leadership team, with a focus on developing and implementing strategy and systems to achieve Agros' long-term financial targets aligned with programmatic objectives. Coordinated elements of re-branding and marketing refresh as the organization implemented programmatic changes. Oversaw redevelopment of website and marketing materials. Actively engaged with Board of Directors. Filled in to help lead human resources during six month vacancy of other executive team member.

National Fundraising Director, US Programs, World Vision, October 2009 - August 2012, Federal Way.

Provide strategic leadership to a national team of fundraising professionals that are implementing a comprehensive fundraising program including direct mail; major gifts; corporate and foundation grants; and events. Part of senior leadership team for domestic division responsible for work across the United States. Strong partnership building throughout the World Vision organization.

Director of Communications & Program Marketing, Green River College, February 2006 - February 2008. Auburn.

Directed institutional publications and website for Green River Community College. Led team to develop common look and feel for institutional publications. Managed campus print shop and copier fleet.

Director of Fund Development, Comprehensive Health Education Foundation, December 2004 - February 2006. Kent. Created fund development department for non-profit organization. Focused primarily on grant development and writing.

Resource Development Director, Green River College, July 1997 - December 2004. Auburn.

Helped manage team focused on raising funds to support community college. Grant writing, annual fund, major gifts, and marketing. Helped develop multi-sectorial capital campaign.

Education

- a) Name of Institution and location (City, State)
- b) Degree, certification or diploma earned. If none, describe subjects studied
- c) Dates of attendance or year of completion

Education	Western Washington University, Bellingham, WA BA, Business Administration. Concentration: Marketing 1986 National University, San Diego, CA Certification, Education Foundation Leadership 2018
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Related Skills

Please list any related skills or training that will be beneficial as a city councilmember.

Related Skills	I have lived in Auburn for nearly 27 years. During this time, I have been active in the community including serving on the Auburn Arts Commission at two different times. I served for six years on the Auburn School Board spending a great deal of time working on equity and inclusion.
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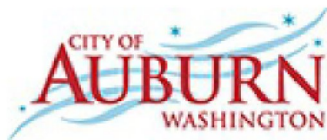
Selected Accomplishments	Alumnus of the Year, Leadership Institute of South Puget Sound, 2006 STAR Award, Auburn School District, 2006 WA Association of School Administrators, District Volunteer of the Year, 2005 Ten Movers and Shakers in Auburn, Auburn Reporter, 2003
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Supplemental Questions

Why are you interested in serving as a City of Auburn Councilmember?	I am a servant leader who believes that service is one of the most important things that a person can do. I believe that my time in Auburn and my understanding of the community would make me an excellent city council member. I have served this community in many ways including through service clubs (10 years in Soroptimist International of Auburn), through my faith community (Messiah Lutheran Church) and through work for the students of Auburn (board member, Communities in Schools of Auburn; Co-Chair, Auburn Citizens for Schools, and numerous district committees.) I believe that the next step in service would be city council and believe that I could help continue to keep Auburn a wonderful place to live.
What strength(s) would you bring to the Council?	I am a creative individual who looks for win-win solutions. I am a consensus builder.

	I am a lifelong learner who would immerse myself in learning and understanding the needs of the community. I have a strong understanding of the City of Auburn as a 27 year resident who has been involved throughout the community.
What are the 3 highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?	1) Strong Businesses - we need to continue to attract and retain strong local, regional and national businesses in our community. Continued economic development and strong pro-business policies will help to address this. 2) Homelessness - we have a serious problem due to a lack of affordable housing in the Puget Sound region. We need to continue to partner with other municipalities, the Regional Homelessness Authority and non-profit organizations to find solutions. 3) Affordable Housing - We have priced families out of being able to afford to live in the Puget Sound region. To be able to have a chance of solving homelessness and the crisis of families moving regularly, we need to find ways to develop affordable housing in our community.
Explain your current and past community involvement and/or service on City, non-profit, or public boards, committees, task forces, or commission and how this contributed to the City of Auburn community. Address its relevance to the position of City of Auburn Councilmember.	Auburn School Board (2011 - 2018) - gained a strong understanding of political positions and the needs of students and educators in the community. Communities in Schools of Auburn Board Member (2006 - 2008) - gained an understanding of the needs of families in the community. Messiah Lutheran Church Council (2006 - 2012; 2014 - 2019; 2020 - present) - gained an understanding of how the faith community can partner to help solve city needs Board of Regents, Leadership Institute of South Puget Sound (2006 - 2012) - gained an understanding of the needs of our area Auburn Citizens for Schools (2002 - 2009) - gained an understanding of running bond and levies to benefit the community. Auburn Arts Commission (2000 - 2008; 2018 - 2019) - learned how the city commissions can support the work happening throughout the community Soroptimist International of Auburn (1998 - 2008) - learned about community needs and helped address the needs of women and children in Auburn.
What do you wish to	During the first year as a council member, my biggest

accomplish during this appointed term as a City of Auburn City Councilmember?	accomplishment would be learning more about how the city runs and figuring out how I can best add value to the City Council. I found during my first year on the Auburn School Board that I was "drinking from a fire hose" trying to understand policies and budgeting for the district. I did my best to ask questions and meeting with administrators to better understand the district operation. By year 2, I felt I had hit my stride and was a much more knowledgeable school board director.
What is your vision for our City and community?	Auburn has been a wonderful community for my husband and I to raise our two children. Both of them still reside in this community as young adults. I want to continue to make Auburn a choice for individuals and businesses alike.
Do you participate in or are involved in any contract(s) with the City of Auburn? Please explain your involvement.	I am not involved in any contracts with the City of Auburn.
Do you hold any other elected public office or have you held elected office in the past? If yes, please describe the offices held?	I was elected twice to the Auburn School Board, District 4.



Application for
Appointment to City
of Auburn City Council
Position No. 1
Questions?

Submitted On:
Dec 15, 2022, 01:30PM PST

Application for Appointment to City of Auburn City Council Position No. 1

APPLICANT No. 14

Applicant Name	[REDACTED]
Residence Address	Street Address: [REDACTED] [REDACTED] City: AUBURN State: WA Zip: [REDACTED]
Mailing Address (If different)	Street Address: [REDACTED] [REDACTED] City: AUBURN State: WA Zip: [REDACTED]
Primary Phone	[REDACTED]
Secondary Phone	
Email Address	[REDACTED]
Are you registered to vote in the county of your residence in Auburn?	Yes
Date of City of Auburn Residency (If you have not lived continuously in Auburn for one year or more you are not qualified to apply.)	Month: 9 Day: 1 Year: 1961
Have you continuously lived in Auburn city limits for at least one year since residency date above?	Yes

Resumé

Past Work Experience

HD Fowler Company 1417 Thornton Ave SW Pacific WA 98047 Worked as a Key Office Person (office manager) in 1991 to 1993
Multifoods/Vendor Supply of America 1993 to 1996 74th Ave S Kent WA Worked as a Customer Service Rep until I got the promotion of Sales Coordinator. I ran the sales office with employees and all functions that included with that.
St Joeseeph Womens Clinic 2003 to 2009 1608 S J ST Tacoma WA 98404 I worked as a Medical Assistant. I did patient care, helped with procedures, gave injections, counseled on Domestic Violence and did intakes of patients. I worked with under privileged population as it was on Hill Top in Tacoma and a lot of social work went into that from counseling the young pregnant girls or women on the streets. Alot of time went into getting them the right help and services they needed.
2008 to 2019 Stayed home to be a full-time care giver with my Mom and Dad until they passed in 2015 and 2020
Downtown Auburn Cooperative Executive Director 2020 to present 262 E Main ST Auburn, WA 98002 I am the full time Executive Director for the Downtown Auburn Cooperative. We have got a lot accomplished since I took over. Got 2 murals painted downtown, went from not being a Mainstreet program to getting to the affiliate level for Mainstreet America, Grew our board to from 5 to 15 business owners. Build partners with the Parks department and the Lions Club. Just got awarded from the BIA to put several streetscapes projects downtown for the coming year. Have built the trust back with our small businesses in the Downtown Core.

Education

- a) Name of Institution and location (City, State)
- b) Degree, certification or diploma earned. If none, describe subjects studied
- c) Dates of attendance or year of completion

Education	Mr Lee's Beauty School 1973 Auburn, WA State License as a Hairdresser Green River Community College 1989 Checkers Training and several business Classes Knapp College of Business 1989 Auburn WA Bryman College in 2002 981 Powell Ave SW Renton WA 98057 State Certificate in Medical Assistant MSAI Certificate/credential programs Main Street Institute I received Certificates in the following classes Advanced Leadership Development Commercial District Planning Community Transformation Workshop Advocacy in Focus Funding Revitalization Programs Promoting the Local Economy Strong Leadership skills and signed up in March to take the Leadership Development workshop to lead as leaders.
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Related Skills

Please list any related skills or training that will be beneficial as a city councilmember.

Related Skills	Being the Executor Director of the Downtown Auburn Cooperative defiantly has given me skills about how Auburn and the departments run. I attend every council and study session and learn more every day. I have built strong relationships in the business community and feel strongly that it helps because we want our businesses on board with what the Council is proposing or doing. If everyone works together, we can make a stronger Auburn and environment. I believe that is what we all want. Auburn has always been
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	about community, and we need to get back to that in our Downtown Core. I understand with all the construction that has been hard but with that winding down there is work to be done by everyone and every department.
Selected Accomplishments	I have received the Best of Auburn Finalist awards for the volunteer work in 2020, 2021, 2022 I have been working with the Mainstreet Program and have accomplished a lot in the last year. Auburn is now a Mainstreet Affiliate and now we need to get to the Mainstreet Designation and that is being worked on so grants can be awarded to make Auburn a destination. The Downtown Auburn Cooperative now has a presence downtown and the respect of our business owners to get some work done. It has made a huge difference having an office on Mainstreet. But besides my accomplishments from the DAC, I personally have goals and accomplishments that I have fulfilled. I have joined the Lyons Club and have talked at every one of the Civic groups. We need to get them involved again in our Downtown Core like they are in other parts of the city. When the fires happened, I personally took that stand that we can't give up on Auburn. I pushed ahead and found some of the fire victims places to reopen in other businesses in other businesses, so they didn't lose money or helped them to find a place to reopen again. I have taken the lead on the downtown with the homeless and the broken window projects. I have worked with Kent Hay on the homeless and report all broken windows to the city.

Supplemental Questions

Why are you interested in serving as a City of Auburn Councilmember?

Growing up in Auburn, working in Auburn, being part of the school district in Auburn, my kids, grandkids and great grandkids participating in the Parks departments has giving me InSite of what Auburn is and what Auburn needs to be again.

I take the Council position seriously and I believe we need people on the council that is and has been involved in Auburn and all aspects of it.

	All the work I have did in my life is service work to other people. Being on City Council I would fall in line with that. I love to serve the people of Auburn and I have showed that with being the Executive Director of the Downtown Auburn Cooperative. Relationship building is everything to me. I believe a good city council member should have that vision and want to service the constituents in their town and to each other. That is how you build a good representation by the City Council and the City of Auburn. I am very invested in the City of Auburn, as I have been here my whole life. I went to school here, played here, worked here. I have to dedication to Auburn that is needed to be on the City Council. I also want to continue to be a servant leader in Auburn.
What strength(s) would you bring to the Council?	The biggest strength is the commitment to the City of Auburn. I also have leadership skills, negotiating skills, team building skills, listening skills and don't give up. When there is trouble in the City of Auburn or even on the Council, I believe there is always a way to work it out and work together. I also have the skills to listen to both sides of a situation. Working in numbers equals strength. I believe I would be a perfect candidate for the Auburn City Council. I am not afraid in dig in, get my feet wet and get things done. I am also not afraid to be on a committee to help get things done. I work very well under stress to get these accomplished
What are the 3 highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?	1. Public Safety: We have to get the homeless (which I know we are working on) and security to our citizens, so they are comfortable coming outside in Auburn to shop, play and live. 2. Planning Development: We have to look at what needs to happen to our Downtown Core. We need streetscape projects to be done, we need restaurants to open up downtown, we need to build back the downtown core and maybe look at the ordinances of who is allowed on Mainstreet. We need services places, but we don't need 10 salons, 10 barbers. etc. We have to change things, so we have room for retail to come to downtown Auburn. This also goes with Auburn as a whole but if we look at Revitalization in the downtown core than it will flow to other parts of the city. We have to look how to get the new apartments to rent their retail space at a fordable price to get retail in. 3. Finance: Making sure City of Auburn if fiscal reasonable and making sure budget is balanced. At the council meeting when it is brought to council to be sure to ask questions, so I understand before I vote on any budget item.
Explain your current and past community	I am the Executive Director of Downtown Auburn Cooperative

involvement and/or service on City, non-profit, or public boards, committees, task forces, or commission and how this contributed to the City of Auburn community. Address its relevance to the position of City of Auburn Councilmember.	I would have a voice from the businesses. I am on the Transportation Board Which help me understand what is going on in the city with transportation. I belong to the Lions Club I believe the civic groups need to be involved with City and I like fostering the relationships with them.
What do you wish to accomplish during this appointed term as a City of Auburn City Councilmember?	To make sure every citizen in the city feels safe where they can play, live, work and raise their Childrens. To make sure we do our best as council to make Auburn an inviting, vibrant place to become not just a city but a destination for everyone. To make sure the people of Auburn have trust with the city council to look out for their best interest, whether its business or pleasure.
What is your vision for our City and community?	To make sure Mainstreet comes back as a vibrant area that citizens are excited to come too and shop and stay. To have all departments, Mayor and Council to work together so every citizen can see that we care about Auburn, and we care what happens in Auburn. My vision is to see Auburn being a vibrant area that promotes a destination for people to stay and enjoy our city. .
Do you participate in or are involved in any contract(s) with the City of Auburn? Please explain your involvement.	I am an employee of the Downtown Auburn Cooperative, and they have a contract with the City of Auburn and the BIA board. I am not a voting member of the DAC or BIA.
Do you hold any other elected public office or have you held elected office in the past? If yes, please describe the offices held?	no, I have not.

