

City Council Meeting
December 19, 2016 - 7:00 PM
Auburn City Hall
AGENDA

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

I. CALL TO ORDER

- A. **Pledge of Allegiance**
- B. **Roll Call**

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

III. APPOINTMENTS

- A. **Election of Deputy Mayor**

IV. AGENDA MODIFICATIONS

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

- A. **Public Hearings**
No public hearing is scheduled for this evening.
- B. **Audience Participation**
This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.
- C. **Correspondence**
There is no correspondence for Council review.

VI. 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.

VII. 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 5, 2016 City Council Meeting***
- B. **Claims Vouchers (Coleman)**
Claims voucher numbers 441770 through 441960, in the amount of

\$3,722,435.24 and four wire transfers in the amount of \$626,130.32 and dated December 19th, 2016.

C. **Payroll Vouchers (Coleman)**

Payroll check numbers 536965 through 536998 in the amount of \$575,283.89, electronic deposit transmissions in the amount of \$1,455,928.97 for a grand total of \$2,031,212.86 for the period covering December 1, 2016 to December 14, 2016.

D. **2017 Annual On-Call Agreements* (Snyder)**

City Council to approve the Annual On-Call Professional Service Agreements for 2017

E. **Public Works Project No. CP1417* (Snyder)**

City Council award Contract No. 16-04 to R.L. Alia on their low bid of \$264,514.50 plus Washington State sales tax of \$25,128.88 for a total contract price of \$289,643.38 for Project No. CP1417, West Hill Springs Improvements Project.

F. **Public Works Project No. CP1522* (Snyder)**

City Council approve Change Order No. 1 in the amount of \$273,750.00 to Contract No. 16-19 for work on Project No. CP1522 – 30th Street NE Area Flooding, Phase 1B

(RECOMMENDED ACTION: City Council approve the Consent Agenda.)

VIII. **UNFINISHED BUSINESS**

IX. **NEW BUSINESS**

X. **RESOLUTIONS**

A. **Resolution No. 5261* (Hinman)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing acceptance of a grant from the Washington State Military Department in the amount of Forty-three Thousand Three Hundred fifteen dollars (\$43,315.00) from the United States Department of Homeland Security Emergency Management Performance Grant Program, and authorizing the Mayor to execute necessary agreements to accept and expend said funds

(RECOMMENDED ACTION: City Council adopt Resolution No. 5261.)

B. **Resolution No. 5262* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington, authorizing the Mayor to execute an agreement for services with Aviation Management Group, LLC for the day to day operation and management of the Auburn Municipal Airport

(RECOMMENDED ACTION: City Council adopt Resolution No. 5262.)

C. **Resolution No. 5263* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington approving an Interlocal Agreement with the Auburn Transportation Benefit District to

coordinate individual, joint and mutual rights and obligations pertaining to the operation, maintenance, construction and reconstruction of public transportation infrastructure within the boundaries of the City of Auburn and the Auburn Transportation Benefit District

(RECOMMENDED ACTION: City Council adopt Resolution No. 5263.)

D. **Resolution No. 5264* (Snyder)**

A Resolution of the City Council of the City of Auburn, Washington adopting the Strategic Business Plan for the Auburn Municipal Airport

(RECOMMENDED ACTION: City Council adopt Resolution No. 5264.)

XI. **MAYOR AND COUNCILMEMBER REPORTS**

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. **From the Council**

B. **From the Mayor**

XII. **ADJOURNMENT**

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

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Minutes of the December 5, 2016 City Council Meeting

Date:

December 14, 2016

Department:

Administration

Attachments:

[Minutes](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:****Staff:**

Meeting Date: December 19, 2016

Item Number: CA.A



City Council Meeting
December 5, 2016 - 7:00 PM
Auburn Community and Event
Center
MINUTES

I. CALL TO ORDER

A. Pledge of Allegiance

Mayor Nancy Backus called the meeting to order at 7:00 p.m. in the Auburn Community and Event Center located at 910 9th Street SE in Auburn. Mayor Backus led those in attendance in the Pledge of Allegiance.

B. Roll Call

City Councilmembers present: Deputy Mayor Largo Wales, Bob Baggett, Claude DaCorsi, John Holman, Bill Peloza, Yolanda Trout-Manuel and Rich Wagner.

Mayor Nancy Backus was in attendance, and the following department directors and staff members were present: Innovation and Technology Director Paul Haugan, Human Resources and Risk Management Director Rob Roscoe, Parks, Arts and Recreation Director Daryl Faber, Community Development and Public Works Director Kevin Snyder, Finance Director Shelley Coleman, Assistant Director of Community Development Services Jeff Tate, Assistant Director of Engineering Services/City Engineer Ingrid Gaub, Assistant Police Chief William Pierson, Police Commander Jamie Sidell, and City Clerk Danielle Daskam.

II. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There was no announcement, proclamation or presentation.

III. APPOINTMENTS

There was no appointment for consideration.

IV. AGENDA MODIFICATIONS

A New Business item relating to the Council Committees and Study Sessions was added to the agenda.

V. CITIZEN INPUT, PUBLIC HEARINGS & CORRESPONDENCE

A. Public Hearings

1. Public Hearing - Moratorium Extension (Heid)
City Council to conduct a public hearing on the proposed six-month extension of the moratorium established by Resolution No. 5187 on residential land uses in the Light Commercial (C-1) zoning designation.

Assistant Director of Community Development Services Jeff Tate presented the staff report for the request to extend the moratorium on residential uses in the Light Commercial, C1 Zone, established by Resolution No. 5187 on December 7, 2015. Resolution No. 5258 would extend the moratorium for an additional six months.

The Planning Commission has gone through the process of conducting a public hearing and evaluating the proposed code amendments and formulated a recommendation. However, the City received a privately initiated code amendment regarding mixed uses that are allowed within the C1 Zone. Staff believes it is prudent to allow the Planning Commission to consider the new privately initiated code amendment and forward a consolidated recommendation to the City Council.

Assistant Director Tate pointed out Resolution No. 5258, not only extends the moratorium an additional six months, but amends the moratorium to specifically exempt from the moratorium existing legally established Supportive Housing located in the C1 Zone from their ability to expand, redevelop, or alter their existing use provided any applications submitted for expansion, redevelopment or alteration must also be accompanied by a Development Agreement.

Mayor Backus opened the public hearing at 7:05 p.m.

Sylvia Fuerstenberg, Executive Director of Auburn Youth Resources

Ms. Fuerstenberg spoke on behalf of Auburn Youth Resources and in favor of lifting the moratorium for Supportive Housing and Resolution No. 5258.

B. Audience Participation

This is the place on the agenda where the public is invited to speak to the City Council on any issue. Those wishing to speak are reminded to sign in on the form provided.

Virginia Haugen, 2503 R Street SE, Auburn

Ms. Haugen spoke regarding a senior facility that is currently being constructed in her neighborhood.

Maggie Kenison, 1929 63rd Street SE, Auburn

Ms. Kenison stated she is a recent graduate of the Auburn Civics Academy. Ms. Kenison questioned the reason to change from a study session format to committee meetings and expressed concern with the cost of the change and the ability of the public to participate in Committee meetings.

Adam Braun, 5207 Quincy Avenue SE, Auburn
Mr. Braun commented on a proposed rezone of property in the vicinity of 182nd Avenue and Lake Tapps Parkway from residential to commercial. Mr. Braun expressed concern with any rezone to commercial due to its location at the edge of the urban growth area and lack of transit access.

C. Correspondence

There was no correspondence for Council review.

VI. 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 recommendations to the City Council, if any.

Councilmember Baggett reported on behalf of the Finance ad hoc committee that reviews claims and payroll vouchers. Councilmember Baggett reported he and Councilmember Wagner reviewed the claims and payroll vouchers as presented and described on this evening's agenda and recommend City Council approval of the vouchers.

Councilmember Wagner reported on behalf of the ad hoc committee established to review proposed new standards for access tracts. Councilmember Wagner reported the ad hoc committee met this week and finalized their recommendation to the Community Development and Public Works Department. Access tracts and accessory dwellings will be discussed further at the next Council study session.

VII. 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, 2016 City Council Meeting
- B. Claims Vouchers (Coleman)
Claims voucher numbers 441597 through 441769 in the amount of \$2,851,341.36 and five wire transfers in the amount of \$599,938.00 and dated December 5, 2016.
- C. Payroll Vouchers (Coleman)
Payroll check numbers 536878 through 536964 in the amount of \$806,080.91 and electronic deposit transmissions in the amount of

\$1,512,763.93 for a grand total of \$2,318,844.84 for the period covering November 17, 2016 to November 30, 2016.

Deputy Mayor Wales moved and Councilmember Trout-Manuel seconded to approve the Consent Agenda.

The Consent Agenda includes minutes, claims vouchers and payroll vouchers.

MOTION CARRIED UNANIMOUSLY. 7-0

VIII. UNFINISHED BUSINESS

There was no unfinished business.

IX. NEW BUSINESS

Councilmember Pelosa moved for the adoption of the hybrid study session/Council committee operations as outlined by the chart attached to the agenda modification on this date, and request the City Attorney create the required ordinances for Council adoption on December 19, 2016 and implementation on January 3, 2017. Councilmember Wagner seconded.

Mayor Backus reported that Department Directors are prepared to provide information on the impact to staff relating to the change from Council study session to Council committees.

Councilmember Holman inquired regarding the version of the attachment to the agenda modification that is part of the motion. He noted the chart attached to the agenda modification distributed this evening is dated November 29, 2016, but he also received a copy of a similar chart in his mailbox dated November 30, 2016.

Councilmember Holman also questioned whether the Council has dismissed Councilmember DaCorsi's proposal presented at the last study session.

Councilmembers Wagner and Pelosa confirmed that the motion on the floor relates to the chart attached to the agenda modification and dated November 29, 2016.

City Attorney Heid commented regarding the tight time line to prepare an ordinance in preparation for the December 19, 2016 Council meeting agenda.

City Attorney Heid stated the change from Council study sessions to a committee structure as proposed at the last study session would have impacts to the Legal Department and would add another 36 to 48 meetings a year, which would trigger certain open public meeting notice

requirements, agenda compilation and preparation, and records requests and retention. City Attorney Heid stated the additional clerical work would require two additional clerical positions. There are other costs to the Legal Department related to City Attorney or Assistant City Attorney attendance at additional meetings that would take away from other tasks.

City Attorney Heid also expounded on his December 5, 2016 correspondence regarding legislative versus administrative roles and responsibilities.

City Attorney Heid proposed an alternative to the proposed Council committee structure. He suggested a General Study Session chaired by the Deputy Mayor followed by a Special Focus Area Study Session chaired by that Councilmember designated as the chair. The advantage of his proposal identifies or accommodates those Councilmembers that are interested in certain areas of responsibility and the opportunity to chair the meeting without additional meetings.

Councilmember Holman stated he is not prepared to debate or speak to the motion. Councilmember Holman inquired how the committee assignments that appear on the chart that is the subject of the motion were developed. Deputy Mayor Wales reported that a committee of three Councilmembers (Councilmembers Wagner and Peloza and Deputy Mayor Wales) developed the committee assignments.

Councilmember Wagner stated the Council passed a motion some time ago that directed the 2014 Council Operations Committee members to work on issues such as the action before the Council.

Councilmember Wagner stated he neglected to attach a spreadsheet to his memo distributed earlier today that analyzed the previous Council committee system, study sessions and the proposed hybrid arrangement. Under the previous committee system, City Council members had 110 meetings a year that equated to 2.7 FTE of staff at a cost of approximately \$270,000.00. Under the study session format, the Council had 30 meetings at a cost of \$155,000.00 in staff time. Under the hybrid system, Councilmember Wagner estimated 74 meetings a year, which would cost about \$250,000.00 annually. Councilmember Wagner stated he believes the cost is a good investment.

Councilmember Wagner stated he believes the time line in the motion on the floor is too fast and additional time is needed to review the impacts of changing the system.

There was additional discussion by Councilmember Wagner and City Attorney Heid regarding the differences in legislative and administrative responsibilities under the law.

Councilmember Wagner stated there is a grey area between Council legislation and a strong Mayor management. Councilmember Wagner stated the Council has not had as much oversight of plans nor the ability to propose new plans through the study session system under the current administration as opposed to the previous committee system.

Councilmember Wagner stated he believes there is value in moving towards a hybrid system, but unless the implementation timing is changed, he will vote against the existing motion.

Deputy Mayor Wales expressed agreement with a hybrid plan to afford the ability to obtain more information and provide more leadership opportunities in areas of interest and skill. Deputy Mayor Wales also spoke in favor of being more flexible in the implementation date for the change in the study session/committee system. She suggested that the Council only act on the change from Council study sessions to a hybrid system and allow the City Attorney to recommend a time line for implementation.

Councilmember Pelosa suggested amending the motion to allow the City Attorney to provide a time line for implementation.

City Attorney Heid recommended separating the issues of approving the hybrid study session/Council committee operations system and that of the time line for implementation.

Councilmember Holman spoke in favor of defeating the motion on the floor and spoke against the proposed hybrid of the study session and council committee system. Councilmember Holman suggested that the proposed system would slow down the business of the City and create more bureaucracy. Councilmember Holman also questioned the committee assignments and the proposed meeting time of 3:00 p.m. Councilmember Holman suggested using the existing Council ad hoc committee system rather than the proposed hybrid study session and committee system.

Councilmember Baggett stated he is on record opposing the hybrid study session/Council committee operations and fully trusts staff to provide sufficient information at study sessions that allows Council to make good decisions. Additionally, Councilmember Baggett expressed support for the ad hoc committee system. Councilmember Baggett expressed opposition to more meetings and stated the current system provides for full transparency. Councilmember Baggett stated there may be some middle ground that he can advocate for, but he encouraged the Council to give the proposal sufficient time for review for the benefit of the City.

Councilmember Trout-Manuel spoke in favor of the proposed hybrid study session/Council committee structure. Councilmember Trout-Manuel stated that as a Committee member in her first year on the City Council, she did not vote at all times while in Committee meetings because she was new.

Councilmember DaCorsi stated he is not in favor of reverting to the Council Committee structure. He pointed out the proposal provides for five standing committees that will meet at 3:00 in the afternoon and could prove difficult for public participation or future Councilmembers to participate. Councilmember DaCorsi stated any transition will require more consideration and discussion. Councilmember DaCorsi stated reverting back to a committee structure is regressive and not progressive. Councilmember DaCorsi stated the proposed committees should be ad hoc committees and expressed opposition to the proposed designation of committee chairs and vice chairs. Councilmember DaCorsi recommended further study of the proposal.

Deputy Mayor Wales moved to amend the motion to accept the hybrid study session/Council committee operations dated November 29, 2016 with the appointed chairs and vice chairs and members, with a plan for implementation from the City Attorney. Motion was seconded by Councilmember Wagner.

Councilmember Wagner commented that the General Study Session and Special Focus Area Study Session format proposed by City Attorney Heid may have merit and deserves further study.

Councilmember DaCorsi stated study sessions may need to be longer, and if business is not concluded, the Council could call for another study session.

Deputy Mayor Wales questioned the productivity of lengthy study sessions for both the City Council and staff members. Deputy Mayor Wales stated the 3:00 p.m. meeting time was suggested to accommodate staff. Deputy Mayor Wales pointed out that few people attend a meeting at 7:00 p.m.

Deputy Mayor Wales moved to amend to accept the dated November 29, 2016 removing meeting times and any names for the appointed chairs and vice chairs and members, and instruct the City Attorney to prepare the necessary ordinances and a plan for implementation. Motion was seconded by Councilmember Pelosa.

Deputy Mayor Wales spoke in favor of the motion as it provides for the drafting of a document for further debate.

Councilmember Holman proposed defeating the motions on the floor and

refer the matter to a study session.

Councilmember Pelosa spoke in favor of the hybrid study session/Council committee operations system.

Deputy Mayor Wales moved for the question to terminate debate.

MOTION FAILED. 2-5 Deputy Mayor Wales and Councilmember Trout-Manuel voted in favor.

Councilmember Wagner stated City Attorney Heid's proposal for special focus areas as part of expanded study sessions deserves more review.

Councilmember Holman concurred with Councilmember Wagner.

Deputy Mayor Wales suggested that other Councilmembers provide their thoughts on the proposed study session/committee structure in writing. Deputy Mayor Wales stated it is extremely difficult to get items on agendas. It is hoped committees, focus groups, and study sessions that are alternating between the Mayor and Deputy Mayor will bring items forward in a faster fashion.

Councilmember Baggett recommended voting against the motions on the floor and allow further discussion in a study session.

Deputy Mayor Wales stated she is willing to vote against motions on the floor if the study session/committee structure proposal is on the next study session agenda.

Councilmember Wagner volunteered to incorporate focus areas in study sessions with separate chairs for inclusion in the next study session agenda. Councilmember Holman suggested an ad hoc committee for the purpose and offered to work with Councilmember Wagner on the proposal. Councilmember DaCorsi offered to work with the ad hoc committee.

Motion on the second amendment failed. 0-7

Motion on the first amendment failed. 0-7

Motion for the adoption of the hybrid study session/Council Committee operations as outlined by the chart attached to the agenda modification on this date, and request the City Attorney create the required ordinances for Council adoption on December 19, 2016 and implementation on January 3, 2017, failed. 0-7

Councilmember Holman moved and Councilmember DaCorsi seconded to approve the formation of an ad hoc committee composed of

Councilmember Wagner, Councilmember DaCorsi and Councilmember Holman and chaired by Councilmember Wagner to produce a hybrid study session system with the assistance of City Attorney Heid.

MOTION CARRIED UNANIMOUSLY. 7-0

X. ORDINANCES

- A. Ordinance No. 6627 (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington 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

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Ordinance No. 6627.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Ordinance No. 6630 (Coleman)
An Ordinance of the City Council of the City of Auburn, Washington, amending Section 13.06.360 of the Auburn City Code relating to utility rates

Deputy Mayor Wales moved and Councilmember Peloza seconded to adopt Ordinance No. 6630.

MOTION CARRIED UNANIMOUSLY. 7-0

- C. Ordinance No. 6632 (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, adopting 2016 Annual Comprehensive Plan Map and Text Amendments pursuant to the provisions of RCW Chapter 36.70A

Councilmember Peloza moved and Councilmember DaCorsi seconded to adopt Ordinance No. 6632.

MOTION CARRIED UNANIMOUSLY. 7-0

- D. Ordinance No. 6633 (Snyder)
An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 9.90.020 and 10.36.190 of the Auburn City Code, creating a permit for truck parking on city streets and restricting the movement of large vehicles in the downtown urban center

Deputy Mayor Wales moved and Councilmember Baggett seconded to adopt Ordinance No. 6633.

MOTION CARRIED UNANIMOUSLY. 7-0

XI. RESOLUTIONS

- A. Resolution No. 5255 (Heid)
A Resolution of the City Council of the City of Auburn, Washington, amending the City of Auburn Fee Schedule to adjust for 2017 fees
Councilmember Pelozo moved and Councilmember Trout-Manuel seconded to adopt Resolution No. 5255.

MOTION CARRIED UNANIMOUSLY. 7-0

- B. Resolution No. 5258 (Heid)
A Resolution of the City Council of the City of Auburn, Washington, amending and extending, for an additional six months, the moratorium established by Resolution No. 5187 on acceptance or processing of applications and other licenses, permits and approvals for residential uses in property within the C-1, Light Commercial Zone

Councilmember Pelozo moved and Councilmember DaCorsi seconded to adopt Resolution No. 5258.

Councilmember Holman inquired regarding the reason to extend the moratorium.

Assistant Director Tate reported the City has received a request to further amend the C1 designation, which affects mixed use and residential uses allowed in the C1 Zone. The extension is needed so that the Planning Commission recommendation and the private initiated request can be presented at the same time.

The proposed resolution also amends the moratorium so that supportive housing is not subject to the moratorium.

MOTION CARRIED UNANIMOUSLY. 7-0

XII. MAYOR AND COUNCILMEMBER REPORTS

At this time the Mayor and City Council may report on their significant City-related activities since the last regular Council meeting.

A. From the Council

Deputy Mayor Wales reminded all to support the local agencies that assist children and families during the holiday season.

B. From the Mayor

Mayor Backus congratulated Finance Director Coleman on being awarded the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program) for 2015.

XIII. ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 9:06 p.m.

APPROVED this 19th day of December, 2016.

NANCY BACKUS, MAYOR

Danielle Daskam, City Clerk



AGENDA BILL APPROVAL FORM

Agenda Subject:

Claims Vouchers

Date:

December 14, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve claims vouchers.

Background Summary:

Claims voucher numbers 441770 through 441960, in the amount of \$3,722,435.24 and four wire transfers in the amount of \$626,130.32 and dated December 19th, 2016.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: December 19, 2016

Item Number: CA.B



AGENDA BILL APPROVAL FORM

Agenda Subject:

Payroll Vouchers

Date:

December 14, 2016

Department:

Finance

Attachments:

No Attachments Available

Budget Impact:

\$0

Administrative Recommendation:

City Council approve payroll vouchers.

Background Summary:

Payroll check numbers 536965 through 536998 in the amount of \$575,283.89, electronic deposit transmissions in the amount of \$1,455,928.97 for a grand total of \$2,031,212.86 for the period covering December 1, 2016 to December 14, 2016.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: December 19, 2016

Item Number: CA.C



AGENDA BILL APPROVAL FORM

Agenda Subject:

2017 Annual On-Call Agreements

Date:

December 12, 2016

Department:

CD & PW

Attachments:

[2017 Amended and New On-Call Agreements](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to approve the Annual On-Call Professional Service Agreements for 2017.

Background Summary:

The annual on-call agreements are used to supplement the City's staff resources or to perform specialized services not available within the City. Having these resources available provides the City with the flexibility to complete tasks or projects in an efficient and timely manner as they are needed throughout the year.

Each agreement is written to provide the total "Not to Exceed" amount for the year, however, actual expenditures under each agreement are authorized by the City through specific Task Orders. Each Task Order provides a specific Scope of Work, Schedule, and Budget for the work to be completed by the consultant or service provider. All expenditures associated with these agreements will be in conformance with authorized budgets for the related projects or tasks.

Attached is a table that shows existing agreements that are to be amended for continued services and new agreements.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: December 19, 2016

Item Number: CA.D

City of Auburn - 2017 Amended and New On-Call Agreements

Existing Agreements to be Amended for Continued Services						
Professional Engineering, Survey and Architectural Services	Contract Number	Firm Name	2016		2017	
			Expenditures/Encumbrances	Remaining Contract Amount*	Amendment Amount	Total Contract Amount*
Land Survey The Land Survey consultant may perform topographic, design, construction and boundary surveys as necessary to supplement the City survey Crew.	AG-C-446	David Evans and Associates	\$57,000	\$12,000	\$50,000	\$62,000
Geotechnical Engineering The consultant performs geotechnical investigations and assists with the analysis and management of contaminated materials as needed.	AG-C-448	Shannon & Wilson	\$39,000	\$57,000	\$43,000	\$100,000
Testing The testing services provider will provide field and laboratory testing and reports to support roadway, building, and utility projects.	AG-C-465	Otto Rosenau	\$52,000	\$25,000	\$40,000	\$65,000
	AG-C-481	Material Testing & Consulting, Inc.	\$50,000	\$0	\$30,000	\$30,000
Water Utility Modeling The consultant may provide modeling services related to planning and design for the City's water system that may be related to both capital and development projects as well as general system needs.	AG-C-463	Carollo Engineers	\$49,000	\$46,000	\$50,000	\$96,000
Utility Design This consultant may perform engineering design related to utility facilities and systems.	AG-C-484	BHC Consultants	\$50,000	\$0	\$80,000	\$80,000
New Agreements w/Consultants Selected via 2017 RFQ Process						
	Contract Number	Firm Name	2015 Expenditures for Similar Work	2016 Expenditures for Similar Work	2017 Contract Amount	
Transportation Modeling The consultant may provide modeling services related to planning and design for the City's transportation systems that may be related to both capital and development projects as well as general system needs.	AG-C-495	Fehr and Peers	\$11,165	\$0	\$50,000	
SCADA Support Services This consultant may provide additional staffing resources for SCADA programming, troubleshooting, integration, and emergency/after hours response. This consultant will be utilized to provide SCADA design and construction integration for capital projects and other needs.	AG-C-494	Parametrix, Inc.	Approx. \$200k	Approx. \$200k	\$150,000	
Appraisal and Appraisal Review These consultants provide appraisal services for property and right-of-way valuation for all departments within the City. Where necessary, the consultants may also provide appraisal review services. Appraisal work in 2016 is anticipated to include property evaluation for the F Street SE Improvements project.	AG-S-096	Appraisal Group of the Northwest	\$0	\$13,800	\$25,000	

*Amounts are approximated based on current task orders.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1417

Date:

December 9, 2016

Department:

CD & PW

Attachments:

[Budget Status Sheet](#)

[Bid Tab Summary](#)

[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council award Contract No. 16-04 to R.L. Alia on their low bid of \$264,514.50 plus Washington State sales tax of \$25,128.88 for a total contract price of \$289,643.38 for Project No. CP1417, West Hill Springs Improvements Project.

Background Summary:

The City received 10 responsive bids and the low bid was approximately 10% above the engineer's estimate. Staff has performed reference checks and other verifications to determine that R.L. Alia meets the responsible bidding criteria and recommends award.

The purpose of this project is to improve the City's West Hill Springs Facility and bring it to City standards for source reliability, water quality, and system control/monitoring per recommendations resulting from the sanitary survey conducted by the Department of Health in September 2012 and from the City's 2009 Comprehensive Water System Plan. Major project improvements include the installation of a City provided flow meter and vault, installation of an automatic shutdown/control valve and piping, chlorine analyzer, SCADA system upgrades, and site restoration.

The West Hill Springs Improvements project is expected to begin in January 2017 and be completed by March 2017.

A project budget contingency of \$104,304.00 remains in the 460 Water Fund.

Reviewed by Council Committees:**Councilmember:****Staff:**

Snyder

Meeting Date: December 19, 2016

Item Number: CA.E

BUDGET STATUS SHEET

Project No: CP1417	Project Title: West Hill Springs Improvements
Project Manager: Luis Barba	

Initiation Date: 11/10/2014
 Advertisement Date: 11/17/2016
 Award Date: 12/19/2016

☐ Project Update

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: December 7, 2016

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2014 (Actual)	2015 (Actual)	2016	2017 (Future)	Total
460 Fund - Water Repair and Replacements		511	8,096	596,393		605,000
Total		511	8,096	596,393		605,000

Estimated Cost (Funds Needed)

Activity	Prior Years	2014 (Actual)	2015 (Actual)	2016	2017 (Future)	Total
Design Engineering - City Costs		511	8,096	20,000		28,607
Design Engineering - Consultant Costs				89,000		89,000
Construction Contract Bid					289,643	289,643
Authorized Contingency (15%)					43,446	43,446
Construction Engineering - Consultant Costs					15,000	15,000
Construction Engineering - City Costs				5,000	30,000	35,000
Total		511	8,096	114,000	378,089	500,696

460 Water Budget Status

	Prior Years	2014 (Actual)	2015 (Actual)	2016	2017 (Future)	Total
*460 Funds Budgeted ()		(511)	(8,096)	(596,393)	0	(605,000)
460 Funds Needed		511	8,096	114,000	378,089	500,696
*460 Fund Project Contingency ()		0	0	(482,393)	0	(104,304)
460 Funds Required		0	0	0	378,089	0

*(#) in the Budget Status Sections indicates Money the City has available.

**BID TABULATION
BID TOTALS SUMMARY**

Project Name: CP1417, West Hill Springs Improvements, Contract 16-04

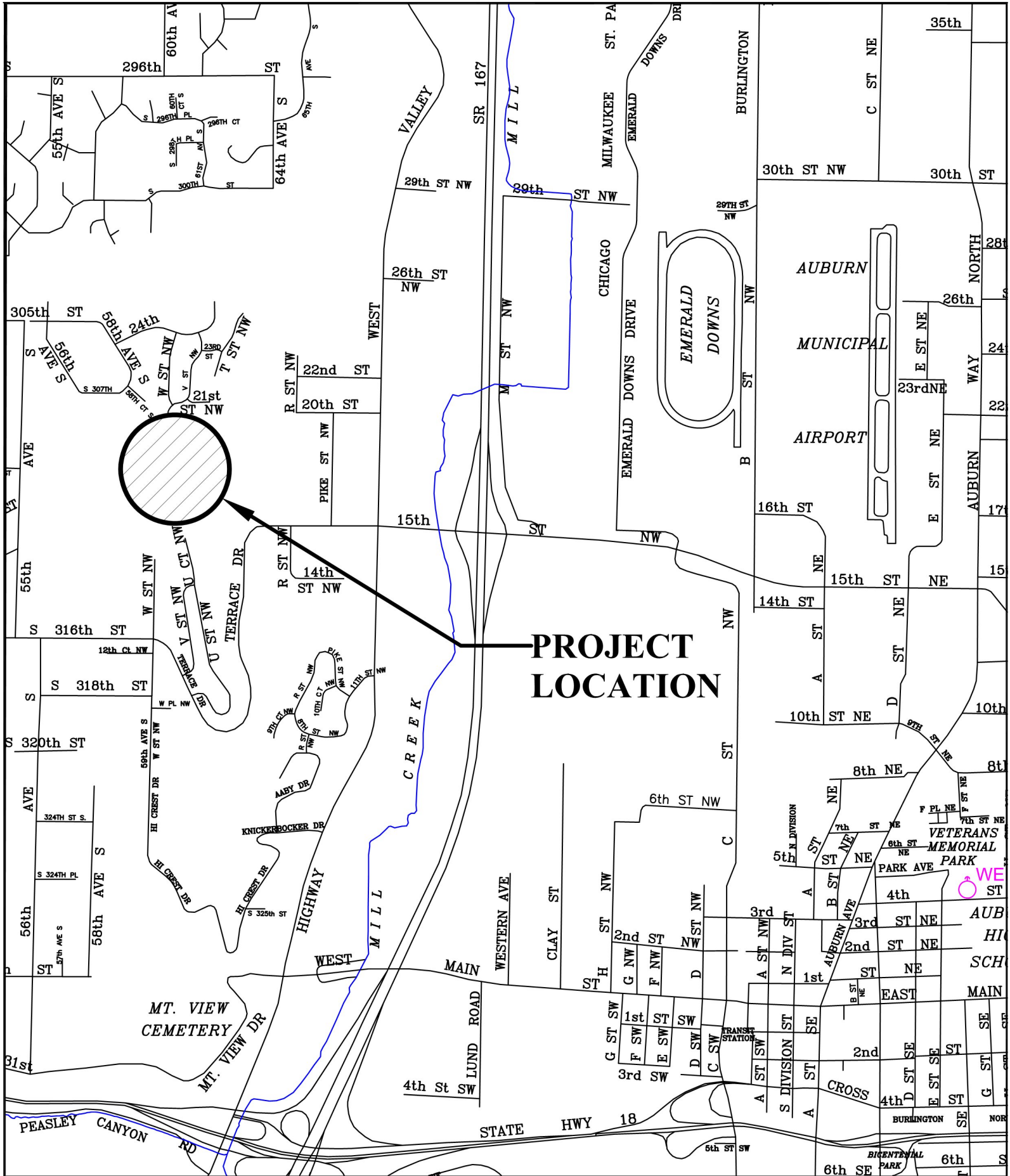
Prepared by: City of Auburn

Bid Date: 12/16/16

ENGINEER'S ESTIMATE:	\$	238,930.00		
AVERAGE BASIC BID AMOUNT	\$	312,753.36		
BASIC BID SPREAD AMOUNT:	\$	162,279.50	Basic BID Amount	Spread \$
				Spread %
LOW BIDDER:	R.L. Alia	\$ 264,514.50	\$25,584.50	10.71%
Second Bidder:	W.S. Contractors	\$ 265,041.00	\$26,111.00	10.93%

	Basic BID (Tax not Included)	Total BID (Tax Included)
R.L. Alia	\$ 264,514.50	\$ 289,643.38
W.S. Contractors	\$ 265,041.00	\$ 290,219.90
Kar-Vel Construction	\$ 267,688.05	\$ 293,118.41
Agostino Construction	\$ 284,970.00	\$ 312,042.15
Road Construction Northwest	\$ 290,567.50	\$ 318,171.41
Olympic Peninsula Constructi	\$ 370,500.00	\$ 405,697.50
R.W. Scott Construction	\$ 308,354.00	\$ 337,647.63
Award Construction Inc	\$ 310,726.00	\$ 340,244.97
DPK, Inc	\$ 338,378.50	\$ 370,524.46
Northwest Cascade	\$ 426,794.00	\$ 467,339.43

NOTE: An evaluation of whether a bidder is responsible or non-responsible was only made for the low bidder. This does not indicate, one way or the other, how other bidders would be considered if they were the low bidder.



**PROJECT
LOCATION**

WEST HILL SPRINGS IMPROVEMENTS PROJECT



VICINITY MAP
NOVEMBER 2014
NOT TO SCALE



AGENDA BILL APPROVAL FORM

Agenda Subject:

Public Works Project No. CP1522

Date:

December 12, 2016

Department:

CD & PW

Attachments:

[CP1522 Change Order 1 - Budget Status Sheet](#)
[Vicinity Map](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council approve Change Order No. 1 in the amount of \$273,750.00 to Contract No. 16-19 for work on Project No. CP1522 30th Street NE Area Flooding, Phase 1B.

Background Summary:

The purpose of this project is to construct a new 42-inch storm line from the intersection of 30th St NE and 'I' Street NE to the existing Brannan Park Pump Station. The pipe will replace the existing 30-inch storm pipe to relieve street flooding that results from the limited capacity of the existing 30-inch line to convey the storm water to its current Brannan Park Pump Station discharge point. This project is a continuation of the 30th Street NE Area Flooding Phase 1A project, where a new 42-inch storm line was installed along 30th Street NE from 'C' Street NE to 'I' Street NE in Summer of 2015. The project will also include a joint utility trench within a private alleyway for PSE and Comcast work.

Change Order No. 1 allocates additional funds to the Contract for dewatering. The extent of groundwater that needs to be removed to install the new 42 inch storm line is substantially more than was originally anticipated. The proximity to the Green River, varying soil properties, and limitations of the soils analysis conducted during the project design phase made it difficult to accurately determine the method and amount of dewatering that would be needed prior to construction.

A project increase of \$210,975.00 within the Storm Fund will be necessary, however it will not require a budget adjustment because a portion of the funds originally allocated to the annual Pipeline Repair and Replacement Program are not anticipated to be needed and will be re-allocated to this project.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: December 19, 2016

Item Number: CA.F

BUDGET STATUS SHEET

Project No: CP1522	30th Street NE Area Flooding - Phase 1B
Project Manager: Kim Truong	

Initiation Date: 1/7/13
 Advertisement Date: 6/16/14
 Award Date: 8/15/16

2015 Mid Biennial Adjustment
Permission to Advertise
Contract Award
>>> Change Order Approval
Budget Update

Date: 12/12/2016

The "Future Years" column indicates the projected amount to be requested in future budgets.

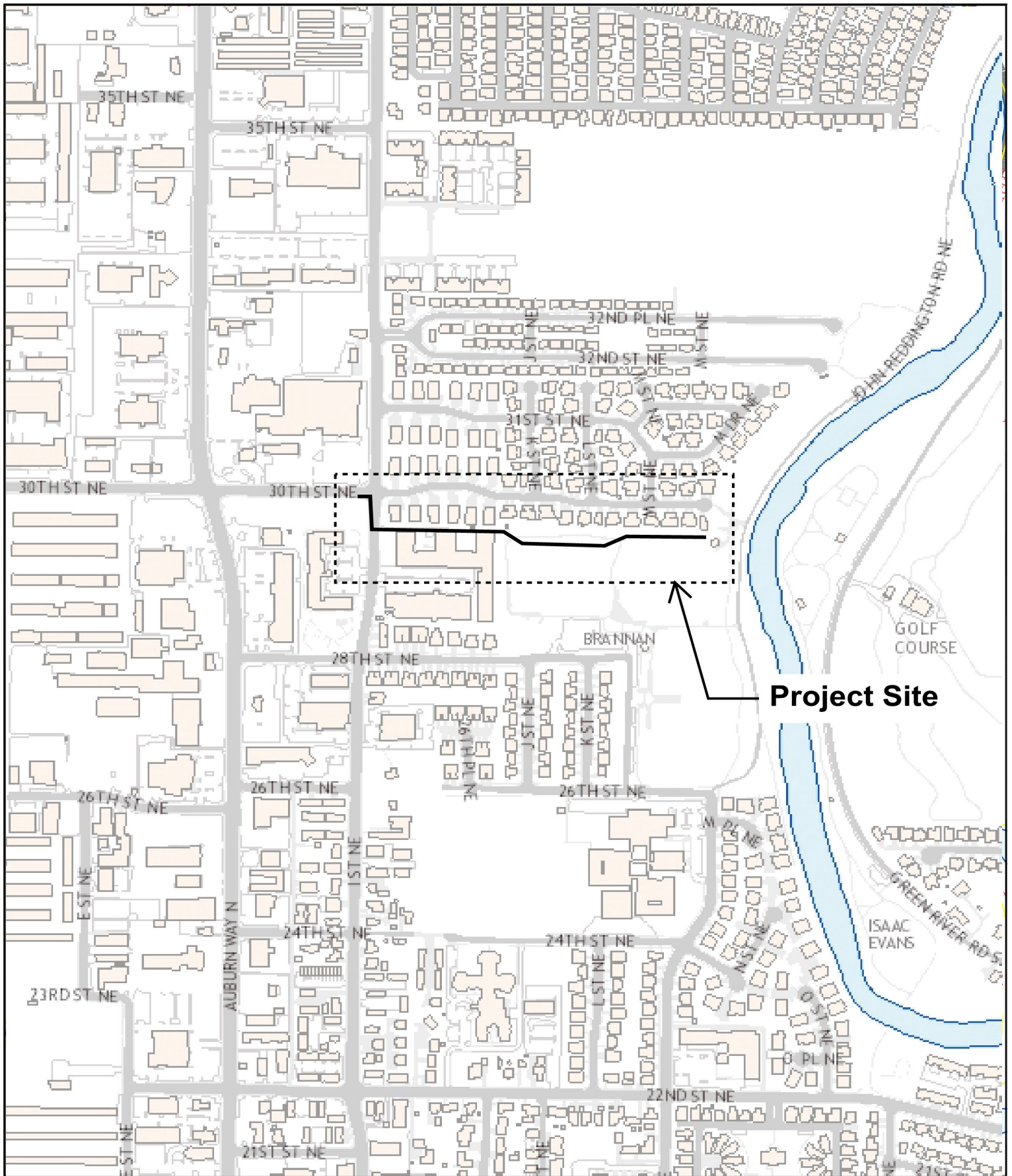
Funding	2015 (actual)	2016	2017	Total
462 Fund - Storm*	4,932	2,288,878		2,293,810
Total	4,932	2,288,878	0	2,293,810

Activity	2015 (actual)	2016	2017	Total
Design Engineering - City Costs	992	15,566		16,559
Design Engineering - Consultant	3,940	14,423		18,363
Permits and Misc.		1,775		1,775
PSE and Comcast Joint Utility Trench		80,000		80,000
Construction Contract		1,806,067		1,806,067
Change Order #1		273,750		273,750
Authorized Contingency (10%)		180,607		180,607
Construction Engineering - Consultant		55,709		55,709
Construction Engineering - City Costs		51,957	20,000	71,957
Total	4,932	2,479,853	20,000	2,504,785

462 Storm Budget Status

	2015 (actual)	2016	2017	Total
*462 Funds Budgeted ()	(4,932)	(2,288,878)	0	(2,293,810)
462 Funds Needed	4,932	2,479,853	20,000	2,504,785
*462 Fund Project Contingency ()	0	0	0	0
462 Funds Required	0	190,975	20,000	210,975

* (#) in the Budget Status Sections indicates Money the City has available.



30th Street NE Area Flooding, Phase 1B

Vicinity Map
July 2016
Not to Scale



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5261

Date:

December 9, 2016

Department:

Administration

Attachments:

[Res 5261](#)

[EMPG Grant Agreement Face Sheet](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council to adopt Resolution No. 5261.

Background Summary:

The City of Auburn Emergency Management Staff has applied for and has been awarded an Emergency Management Performance Grant (EMPG) in the amount of \$43,315.00. The funds are used to provide training for city staff to work in the EOC, coordinate and train our CERT members, train staff on EOC software, and many other important emergency management duties. This is a regular, reoccurring, annual grant that the city has used for similar purposes for several years. The funds are provided by the Washington Military Department, Emergency Management Division. This resolution will allow the Mayor to accept the funding and execute the agreement.

Reviewed by Council Committees:**Councilmember:****Staff:**

Hinman

Meeting Date: December 19, 2016

Item Number: RES.A

RESOLUTION NO. 5 6 2 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WASHINGTON STATE MILITARY DEPARTMENT IN THE AMOUNT OF FORTY-THREE THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$43,315.00) FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE NECESSARY AGREEMENTS TO ACCEPT AND EXPEND SAID FUNDS

WHEREAS, the City created and maintains an active Emergency Management Program; and

WHEREAS, the United States Department of Homeland Security makes available Emergency Management Performance Grant monies to local emergency management programs; and

WHEREAS, the Washington State Military Department, Emergency Management Division has approved a grant of those monies to the City of Auburn Emergency Management program, as indicated in the Washington State military Department, Homeland Security Grant Agreement Face Sheet, attached hereto, and incorporated herein by this reference.

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

Section 1. Purpose. The City Council of the City of Auburn does hereby authorize the Mayor to accept the Washington State Military Department, Emergency Management Division offer of a grant in the amount of Forty-Three Thousand, Three Hundred Fifteen Dollars (\$43,315.00) as the City's allotment of annual Emergency Management Performance Grant monies, empowering the

Mayor to negotiate and execute a contract for such grant and to expend the grant dollars consistent with the purposes and intentions of the grant.

Section 2. Implementation. The Mayor of the City of Auburn is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force upon passage and signatures hereon.

DATED AND SIGNED THIS _____ DAY OF DECEMBER 2016.

CITY OF AUBURN

Nancy Backus
MAYOR

ATTEST:

Danielle Daskam,
City Clerk

APPROVED AS TO FORM:

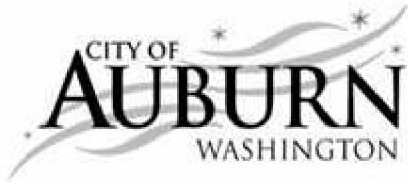


Daniel B. Heid,
City Attorney

**Washington State Military Department
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Auburn, City of 25 West Main Street Auburn, WA 98001-4916		2. Grant Agreement Amount: \$43,315		3. Grant Agreement Number: E17-141	
4. Subrecipient Contact, phone/email: Jerry Thorson, 253-876-1909 jthorson@auburnwa.gov		5. Grant Agreement Start Date: June 1, 2016		6. Grant Agreement End Date: August 31, 2017	
7. Department Contact, phone/email: Tirzah Kincheloe, 253-512-7456 tirzah.kincheloe@mil.wa.gov		8. Data Universal Numbering System (DUNS): 032942575		9. UBI # (state revenue): 171-000-010	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMS-2016-EP-00002-S01		12. Federal Award Date: 08/10/2016		13. Catalog of Federal Domestic Assistance (CFDA) # & Title: 97.042 (16EMPG)	
14. Total Federal Amount #: \$7,254,374		15. Program Index # & OBJ/SUB-OBJ: 763PT NZ			16. TIN: 91-6001228
17. Service Districts: (BY LEGISLATIVE DISTRICT): 30, 31, 47 (BY CONGRESSIONAL DISTRICT): 8, 9		18. Service Area by County(ies): King County		19. Women/Minority-Owned, State Certified?: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the FY 2016 Emergency Management Performance Grant (16EMPG) is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to local jurisdictions and tribes with emergency management programs to assist in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan. The Department is the Recipient and Pass-through Entity of the 16EMPG Award EMS-2016-EP-00002-S01, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1. Applicable Federal and State Statutes and Regulations 2. DHS/FEMA Award and program documents 3. Work Plan 4. Special Terms and Conditions 5. General Terms and Conditions, and, 6. Other provisions of the Agreement incorporated by reference					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Richard A. Woodruff, Contracts Officer Washington State Military Department			Signature _____ Date _____ Nancy Backus, Mayor City of Auburn		
BOILERPLATE APPROVED AS TO FORM: Signature on File (9/6/2016) Brian E. Buchholz, Assistant Attorney General			APPROVED AS TO FORM (if applicable): Applicant's Legal Review _____ Date _____		

Form 05/12/2015 MLL



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5262

Date:

December 14, 2016

Department:

Planning and Development

Attachments:

[Contract Executed Nov 2013](#)

[Resolution No. 5166 Extending Contract](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5262.

Background Summary:

The City of Auburn and Aviation Management Group, LLC entered into an agreement on November 18, 2013, for the day to day operation and management of the Auburn Municipal Airport. The City Council approved Resolution No. 5166 authorizing an amendment to said Agreement on October 5, 2015 for the expressed purpose of extending the termination date of the Agreement from December 31, 2015 to December 31, 2016. The agreement and the amendment are attached.

The current Airport Management Services Agreement inclusive of the amendment executed on October 5, 2015 is set to expire on December 31, 2016. The Community Development and Public Works Department currently has operational oversight of the Auburn Municipal Airport. The Department believes it is in the public interest to continue a contractual relationship with Aviation Management Group, LLC for an additional two (2) years starting on January 1, 2017 and ending on December 31, 2018, unless otherwise extended by separate City Council action. City staff have prepared a new draft Agreement with associated exhibits because of the need to modify and update the previous scope of services between the parties to better meet the operational and management needs of the Airport Facilities and to adjust the compensation based on the Consumer Price Index (CPI) for 2017 and 2018. The recently approved 2017-2018 Biennial Budget includes funding for this Agreement. City staff provided an overview of the draft Agreement at the City Council's December 12, 2016 study session. As discussed by City staff at the December 12th meeting, City staff provided Aviation Management Group, LLC with the draft agreement a few days before the December 12th meeting. As such, Aviation Management Group was still reviewing the draft Agreement at the time of the Council presentation. City staff and Aviation Management Group, LLC are currently finalizing remaining details of the

Agreement. Resolution No. 5262 inclusive of the Agreement and associated exhibits will be transmitted to the City Council separately prior to the December 19, 2016 with a cover memorandum addressing changes, if any, from the version of the Agreement previously presented to the City Council.

Reviewed by Council Committees:

Councilmember:

Staff: Snyder

Meeting Date: December 19, 2016

Item Number: RES.B

AGREEMENT FOR THE DAY-TO-DAY OPERATION
AND MANAGEMENT OF THE
AUBURN MUNICIPAL AIRPORT
BETWEEN THE CITY OF AUBURN, WASHINGTON
AND AVIATION MANAGEMENT GROUP, LLC.

THIS AGREEMENT made and entered into on this 13th day of November, 2023, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Aviation Management Group, LLC, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City is engaged in the operation of the Auburn Municipal Airport (Airport); and,

WHEREAS, City is desirous of hiring the Contractor to undertake certain physical and certain financial responsibilities of the operation, management and maintenance on a day to day basis of the Airport; and,

WHEREAS, the City has satisfied itself that the Contractor has the requisite knowledge, experience and ability to perform the tasks set forth in this Agreement, and that this Agreement contains adequate safeguards to protect the interests of all concerned who use or are affected by the Airport.

NOW, THEREFORE, in consideration of the mutual covenants, and benefits contained herein, and subject to the following terms, conditions, covenants and provisions, THE PARTIES HERETO DO MUTUALLY AGREE as follows:

1 Scope of Services.

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

2. Additional Services.

From time to time hereafter, the parties hereto may agree to the performance by the Contractor of additional services with respect to related work or projects (such an agreement for additional services shall be referred to as a "Task Order"). Any such Task Orders shall be set forth in writing and shall be executed by the respective parties prior to the Contractor's performance of the services there under, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of a Task Order, such Task Order shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Task Order were a part of this Agreement as originally executed. The performance of services pursuant to a Task Order shall be subject to the terms and conditions of this Agreement except where the Task Order provides to the contrary, in which case the terms and conditions of any such Task Order shall control. In all other respects, any Task Order shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of Task Order.

The parties hereby agree that situations may arise in which services other than those described on Exhibit "A" are desired by the City and the time period for the completion of such services makes the execution of a Task Order impractical prior to the commencement of the Contractor's performance of the requested services. The Contractor hereby agrees that it shall perform such services upon the written or electronic request of an authorized representative of the City pending execution of Task Order, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 9 of this Agreement.

4. Contractor's Representations.

The Contractor hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

5. Schedule.

Upon receipt of authorization to proceed, the Contractor will perform its services in a diligent and timely manner, provided that the Contractor shall not be liable for delays caused by circumstances out of the Contractor's control. The City shall give prompt written notice to the Contractor whenever the City becomes aware of any circumstance that may affect the timing of the performance of the services. Upon receipt of such notice, the Contractor shall respond to the notice by appropriate action and report the response to the City within ten (10) days.

6. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Contractor:

- a. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.

- b. Furnish the Contractor with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- c. Arrange for access to the property or facilities as required for the Contractor to perform the services provided for herein.
- d. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Contractor and render decisions regarding such documents in a timely manner to prevent delay of the services.
- e. Provide certain equipment and facilities in connection herewith, as follows:
 - (1) Allow access to Airport facilities, and allow use of 1,350 square feet of the 506 Building as the Airport Office.
- f. Provide Major Capital Improvements, Major Repairs and Equipment Replacement Expenses: Expenses for (i) major capital improvements, (ii) major repairs and (iii) replacement of Airport facilities or equipment that do not result from negligence on the part of the Contractor, shall be the responsibility of the City. For these purposes, major repairs are defined as repairs that increase the value or increase the life of the facilities or equipment. Major capital improvements, major repairs and/or equipment expenses shall include, but not be limited to, the following:
 - (1) Airport water supply and pumping system;
 - (2) Storm drainage system and piping;
 - (3) Major repairs to paved or improved areas to include the runway, aprons, ramps, and taxiways.
 - (4) Major crack sealing of all City-owned and controlled surfaces;
 - (5) Major repairs or replacement of building roofs on City-owned buildings, except as otherwise provided under a lease or rental agreement.

7. Acceptable Standards.

The Contractor shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

8. Cooperation.

- a. The Contractor and the City shall at all times act in good faith and cooperate fully with each other, their respective agents, employees, contractors, subcontractors, and concessionaires; any other parties leasing or using space or providing services at the Airport, and the patrons of the Airport and the future development thereof, including, but not limited to, the application for and obtaining of any government approvals in connection therewith; the administration and enforcement of the existing agreements; and the general performance by the Contractor of its rights, duties and obligations under this Agreement.
- b. The Contractor shall assist the City in securing any approvals from the Federal Aviation Administration (FAA) required for the Contractor to operate and maintain the Airport under the City's FAA Operating Certificate. The City and the Contractor jointly shall cooperate to maintain the FAA Operating Certificate throughout the term and any extended term of this Agreement.

- c. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Parties shall make every effort to assure to the fullest extent possible under the circumstances (a) an orderly transition to another provider of the services required under this Agreement, (b) an orderly demobilization of the Contractor's own operations in connection with such services, (c) uninterrupted provision of such services during any transition period, and (d) compliance with the reasonable requests and requirements of the City in connection with such termination or expiration.
- d. The Contractor shall interface with any private security services at the Airport, and shall jointly or separately perform daily inspections of the Airport premises, insuring that gates are timely opened and closed, and shall further communicate to the City any concerns voiced by tenants or other users of the Airport, and where police, fire or other code or emergency response agency is called in, to cooperate with such responses and/or investigations.
- e. The Contractor shall also obtain and maintain in good standing training to deal with emergencies, as directed by the City. The Contractor shall also be familiar with the City Disaster/Emergency Plans applicable to the Airport and its on-site fuel system, and shall act in accordance therewith.
- f. The Contractor shall also notify, when and where appropriate, the FAA, and any other State, regional or federal agencies when accidents, actions or occurrences take place at the Airport. In any event, the Contractor shall notify the City, and with respect to a question of whether another outside agency should also be notified, and in the event that the Contractor is unsure as to whether such outside agency, or which outside agency should be notified, the question shall be presented to the City and the City shall determine whether such notice shall be provided and to whom such notice would be provided.

9 Compensation.

- a. As compensation for the Contractor's performance of the services provided for herein, other than the fueling services described in section F of Exhibit A, the City shall pay the Contractor the fees and costs specified as follows: Twenty-Nine Thousand Seven Hundred Eighty Dollars and no/100ths (\$29,780.00) per month with that amount increased annually by the cost of living as determined by the applicable Consumer Price Index. The applicable Consumer Price Index is the Consumer Price Index for All Urban Consumers 1982 1984 100 for Seattle-Tacoma as published by the United States Government for the month of August.
- b. Compensation to the Contractor for performing the fueling services shall be as described in Section F of Exhibit A.
- c. The Contractor shall submit to the City an invoice or statement of time spent on tasks included in the additional services provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement, and shall remit payment to the Contractor thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

10. Term of Agreement.
The Term of this Agreement shall be for an initial two (2) year period commencing on the first day of January, 2014, and terminating on the 31st day of December, 2015, unless otherwise agreed to in writing by the parties.
11. Reports.
The Contractor shall submit to the City (to the Mayor or the Mayor's designee and a copy to the City of Auburn Airport Advisory Board) not less than monthly, during the term of this Agreement and any extension hereof, periodic activity reports, summarizing hangar and tie-down space rental receipt amounts, occupancy percentages, fuel sales amounts, Airport Advisory Board agenda minutes and any other information requested by the City. Minutes will be distributed promptly. The Contractor shall also attend the meetings of the Airport Advisory Board and shall further attend such other meetings as are requested by the City, as directed by the Mayor or the Mayor's designee, to answer questions and/or receive direction from the City. The Airport Advisory Board shall serve as a resource for discussing issues and concerns involving the implementation of this Agreement.
12. Records Inspection and Audit.
All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.
13. Continuation of Performance.
In the event that any dispute or conflict arises between the parties while this Contract is in effect, the Contractor agrees that, notwithstanding such dispute or conflict, the Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.
14. Administration of Agreement.
This Agreement shall be administered by Jamelle R. Garcia, on behalf of the Contractor, and by the Mayor or designee of the City, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

City of Auburn
Auburn City Hall
25 West Main
Auburn, WA 98001-4998
(253) 931-3000
FAX (253) 931-3053

Contractor
Jamelle R. Garcia
Aviation Management Group, LLC
36618 - 55th Ave S.
Auburn, WA 98001
(253) 939-4273

15. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

16. Insurance.

The Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Contractor shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following policies:

- a. Airport liability insurance which includes coverage for premises liability, products/completed operations, independent contractors, stop gap liability, personal and advertising injury, hangar-keepers liability, pollution liability, liability assumed under contract and a breach of warranty clause. Contractor shall maintain airport liability insurance with limits no less than \$10,000,000.00 per occurrence, \$10,000,000.00 general aggregate and \$10,000,000.00 products-completed operations aggregate limit. The City shall be named as an additional insured on the airport liability insurance policy
- b. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

17. Indemnification.

The Contractor shall indemnify and hold harmless the City and its officers, agents, employees and volunteers from any and all claims, injuries, damages, losses, or suits including attorney fees, by reason of or arising out of the negligence of the Contractor, its officers, agents or employees in connection with the performance of this Agreement.

The City shall indemnify and hold harmless the Contractor and its officers, agents and employees from any and all claims, injuries, damages, losses, or suits including attorney fees, by reason of or arising out of the negligence of the City, its officers, agents, employees or volunteers in connection with the performance of this Agreement.

In the case of negligence of both the City (or its officers, agents, employees or volunteers) and the Contractor (or its officers, agents or employees), any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's and the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

19. Services in Potential Competition with Contractor.

The Contractor shall provide services to clients, customers and tenants of the Airport with fairness and without regard to whether a client, customer or tenant is engaged in a business that competes or potentially competes with a business of the Contractor, or with a business in which any principal, partner or participant of the Contractor is also a principal, partner or participant. Towards that end, the Contractor shall notify ALL clients, customers and tenants and prospective clients, customers and tenants of the Airport of this requirement, and shall also notify them that if they feel that the Contractor has not treated them in a fair manner, they may seek relief from the Mayor or the Mayor's designee of the City in terms of the services, use of premises or other activity related to the Airport. Decisions by the Mayor or designee in such cases shall be binding on the parties, provided that any party aggrieved by such decision may appeal the decision to the City of Auburn Hearing Examiner, according to the procedures of the City of Auburn therefor.

20. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

21. Remedies not Limited.

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

22. Termination.

- a. Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement. It is

provided, however, that the terminating party shall give the other party notice of the specific area(s) of performance that has/have not been performed and shall further give seven (7) business days for such performance to be fully performed in accordance with the terms of this Agreement prior to termination. If such failure to perform is corrected within said seven (7) business day's period, then the Agreement shall not be subject to termination under this sub-paragraph.

- b. The City may also terminate this Agreement upon not less than one hundred twenty (120) days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor.
 - c. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to termination in accordance with the rate of compensation provided herein.
23. Parties in Interest.
This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the parties hereto and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the parties hereto and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.
24. Costs to Prevailing Party.
In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing party shall be entitled to receive its reasonable costs and attorney's fees.
25. Applicable Law.
This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.
26. Captions, Headings and Titles.
All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neuter expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.
27. Severable Provisions.
Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

28. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

29. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

AVIATION MANAGEMENT GROUP, LLC

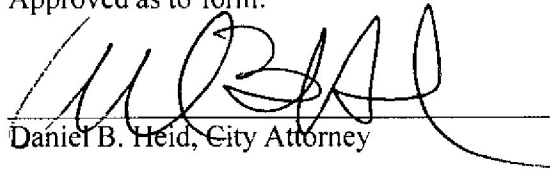

Peter B. Lewis, Mayor

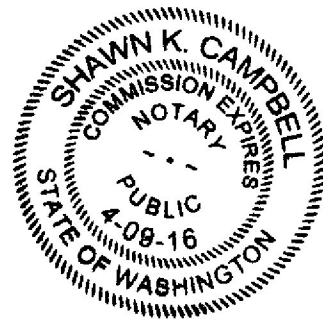

Jamelle Garcia, Managing Member

Attest:


Danielle E. Daskam City Clerk

Approved as to form:


Daniel B. Heid, City Attorney



STATE OF WASHINGTON)
) ss.
COUNTY OF KING _____)

ON THIS 25th day of November, 2013, before me, personally appeared Jamelle Garcia to me known to be the Managing Member of the Contractor, Aviation Management Group, LLC, the party that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed of said corporation/company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

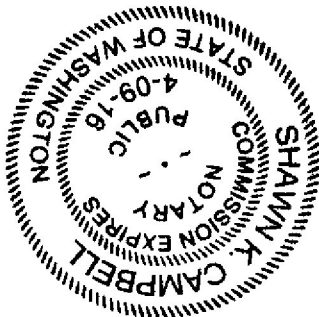
GIVEN under my hand and official seal this 25th day of November, 2013

Shawn K Campbell
NOTARY PUBLIC in and for the State of
Washington, residing at Auburn
My Commission Expires: 4/9/2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING _____)

ON THIS 13th day of November, 2013, before me, personally appeared Peter B. Lewis and Danielle E. Daskam, to me known to be the Mayor and City Clerk of the City of Auburn, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

GIVEN under my hand and official seal this 13th day of November, 2013



Shawn K Campbell
NOTARY PUBLIC in and for the State of
Washington, residing at Auburn WA
My Commission Expires: 4/9/2016

EXHIBIT "A"
SCOPE OF SERVICES

- A. CONTRACTOR shall prepare, negotiate, administer, and enforce on behalf of, and in the name of, CITY all of the lease agreements, contracts, documents, and instruments relating to the Auburn Municipal Airport (Airport) or its operation to which CITY is a party, consistent with the terms of this Agreement and in a manner that CONTRACTOR shall deem necessary or desirable for the efficient operation, maintenance, and management of the Airport, provided that if CONTRACTOR through common management or otherwise, holds an ownership or controlling interest in a tenant of the Airport subject to a lease agreement, CONTRACTOR shall not negotiate, administer or enforce such lease with such related tenant or with any commercial competitor of CONTRACTOR which is also a tenant of the Airport but rather these activities shall be performed by the Mayor of CITY or such representative as the Mayor shall from time to time designate in writing.
- B. CITY specifically authorizes CONTRACTOR to request and demand all rent and other such charges and to institute legal proceedings, as CONTRACTOR shall deem necessary or appropriate, on behalf of, and in the name of, CITY to collect such rent and other charges. All such rent and other charges described below shall be collected by CONTRACTOR on behalf of CITY, and accounted for as provided in the Agreement. However, commencement of legal proceedings is subject to final approval of CITY.
- C. CONTRACTOR may propose capital improvement or property development work as a result of its concept development and planning functions or related work as set forth in this Agreement.
- D. CONTRACTOR will manage and operate the Airport for the use and benefit of CITY and the general public, in accordance with the requirements of this Agreement, and on fair and reasonable terms without unjust discrimination, seven (7) days a week, twenty-four (24) hours a day, in a safe and efficient manner and maintain it in a clean, orderly, safe, and operational condition in conformity with applicable Federal, State and local laws, rules and regulations.

- E. Without limiting the foregoing services to be provided by CONTRACTOR services shall include any of the following: operation, management, concession, and janitorial service as needed in any CITY-owned Airport building or activity; advertising; compliance with applicable security requirements of the FAA or other jurisdictional agency, subject to paragraph Y herein; airport and grounds maintenance, ramp operations, airfield signage, and navigation, and general aviation facilities maintenance; operation and management; public relations, and marketing. CONTRACTOR shall not cause or permit any activity or action at the Airport or on property in the vicinity of the Airport which would interfere with its use of the Airport for Airport purposes.
- F. CONTRACTOR shall provide fueling services at the Airport. In connection therewith, CONTRACTOR shall be responsible for purchasing the fuel wholesale, CITY and CONTRACTOR shall be jointly entitled to set the retail price of the fuel and each shall be entitled to retain fifty percent (50%) of the net proceeds from such fuel sales. Net proceeds is defined for these purposes as the remainder of funds after all normal and applicable expenses have been deducted from revenue produced from fuel sales. Normal and applicable expenses do not include major repairs (as defined in Section 6 of the Agreement) or improvements to the fueling facility. CONTRACTOR shall submit monthly an accounting of the fuel revenue and applicable expenses to the CITY and shall remit quarterly to the CITY the CITY'S share of the net proceeds from fuel sales.
- G. CONTRACTOR will develop and submit recommended schedules of rates, fees, and charges (exclusive of the retail price for fuel) annually for approval by CITY, provided that if CONTRACTOR, through common management or otherwise, holds an ownership or controlling interest in a tenant at the Airport whose rates, fees or charges would be affected by such recommended schedules, CONTRACTOR will not recommend schedules for such related tenant or for any commercial competitor of CONTRACTOR which is also a tenant but rather such recommendation will be made by the Mayor of CITY or such authorized representative as the Mayor shall from time to time designate for this purpose in writing. The schedule of rates, fees, and charges will not alter the rental rates in existing leases or agreements except as provided therein. CONTRACTOR will also collect and reconcile all rental and/or lease payments and fees due, using uniform procedures to provide accountability, control and security of funds.

- H. CONTRACTOR shall assist CITY, with respect to CITY's dealings with all applicable Federal and State authorities, provided, however, that CITY shall remain solely responsible to the Federal Aviation Administration ("FAA") for the compliance with CITY's obligations under the law and under Federal Grant Agreements unless such compliance is the responsibility of CONTRACTOR under this Agreement. CONTRACTOR is aware of and agrees to honor and respect the existing grant agreements between the CITY and FAA, including related FAA assurances.
- I. No exclusive right for the use of the Airport by any persons providing, or intending to provide, aeronautical services to the public shall be permitted within the meaning of Section 308 of the Federal Aviation Act of 1958.
- J. Security: CONTRACTOR agrees to provide Airport security during non-business office hours 365 days per year. The CONTRACTOR will bill each hangar door on the airport Five Dollars and no/100ths (\$5 00) per month for security services. The CITY will remit the security funds collected each month to the CONTRACTOR in the subsequent month.
- K. Hours of Operation (business hours): CONTRACTOR shall operate the Airport for public access twenty-four (24) hours daily. At least one CONTRACTOR staff person shall be available at the Airport Monday through Friday 8:00a.m. to 5:00p.m. (exclusive of state and federal holidays) to assist the public. During non-business hours, CONTRACTOR shall maintain a method of contacting the on-duty staff person for assistance, via pager or cellular telephone. CONTRACTOR will maintain and post a list, easily accessible to those needing fuel or other services, of Fixed Based Operations (FBO) able to provide fueling and ramp services on short notice outside of usual business hours.
- L. Operating Policies and Procedures: CONTRACTOR shall provide and maintain a staff training program and complete library of Airport operating policies and procedures at the offices of the CONTRACTOR at the Airport.

M. Collection of Fees and Rentals: CONTRACTOR shall provide for routine invoicing and collection of all fees, rentals, and property lease charges due the Airport including:

1. Property leases;
2. Hangar rents;
3. Transient and permanent tie-down fees;
4. Business office rent;
5. All other Airport revenues

CONTRACTOR shall prepare and deposit daily cash receipts received on behalf of the CITY and forward deposit slips to the City of Auburn Finance Department. The CONTRACTOR shall also prepare and submit to the CITY a standard accounting report of all collections, on a monthly basis, no later than the fifth day after the end of the month in which the collections are made.

N. Emergency Preparedness: CONTRACTOR will have available persons trained in the manner required by applicable FAA regulations to respond to emergencies, such as fires, aircraft incidents, or disasters.

O. Records and Correspondence: CONTRACTOR shall maintain monthly records of all correspondence and financial transactions relating to operation of the Airport. The format and content of the monthly financial report shall be subject to the approval of the CITY's Finance Director.

P. Support of Airport Interest Groups: CONTRACTOR's management shall act as the representative of the CITY through participation in meetings and activities of present and future Airport user or interest groups. Reports on such meetings and events shall be included in routine reports to the CITY.

Q. Emergency Expenditures: CONTRACTOR shall be authorized to make emergency expenditures not to exceed \$5,000 00 in situations where immediate action is deemed necessary to protect the safety of the general public or protect physical assets of Airport.

- 1 Report: Subsequent to authorizing emergency expenditures, CONTRACTOR shall provide a written report to the CITY within five (5) days. The emergency action shall be reviewed and said review must be completed within fifteen (15) days.

2. Reimbursement: Upon review and approval of the emergency expenditure, the CITY shall process the request for reimbursement to CONTRACTOR.
- R. CITY Reimbursement: If CONTRACTOR fails to perform any operational or financial obligation necessary to continued operation of the Airport, CITY reserves the right to perform such obligation of CONTRACTOR as may be necessary to assure continued operation of the Airport and to seek reimbursement from CONTRACTOR.
- S. Maintenance/Utilities:
1. Preventative Maintenance /Minor Repairs:
 - (a) CONTRACTOR agrees to develop and carry out at its sole expense a continuing program of preventative maintenance and minor repair activities providing general upkeep against normal wear and tear such that the Airport facilities are at all times in a serviceable condition for use in the way and manner they were designed to be used. Preventative maintenance and minor repair activities do not include major repairs as defined in Section 6 of the Agreement. All maintenance procedures and programs shall be consistent with requirements of Federal, State and CITY agencies.
 - (b) In furtherance of that responsibility, CONTRACTOR will:
 - (1) Regularly inspect the Airport for needed maintenance and repairs;
 - (2) Perform scheduled preventative maintenance including preventative maintenance of the paved surfaces, hangar and other structure preventative maintenance, signage maintenance, mowing of grass, fencing maintenance and weather related maintenance;
 - (3) Remove, to the greatest extent legally and practically possible, obstructions and restrictions as identified in FAA regulations; and
 - (4) Operate and maintain all Airport owned systems necessary and appropriate for operation of the Airport.
 2. Restorative Maintenance - Major Repairs: Subject to expenditures approved, budgeted and authorized by the Mayor of CITY or such representative as the Mayor shall from time to time designate in writing, CONTRACTOR agrees to

perform restorative maintenance and major repairs. CONTRACTOR also agrees to perform unanticipated major repairs. Unanticipated major repairs include, without limitation, the cost of major repair or replacement of fuel pumps and associated equipment such as fuel dispensing equipment, the fuel tanks and pedestal due to premature failure, and the office building adjacent to the fuel facility. All such work is subject to reimbursement by CITY as work compensated under the procedures of Paragraph 2 of the Agreement. CITY agrees to provide such reimbursement within thirty (30) days of presentation by CONTRACTOR of its invoices.

3. Temporary Closure: Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. CITY shall remove snow and ice from the runways and taxiways as they accumulate and the CONTRACTOR will remove snow and ice within the capacity of the CONTRACTOR'S equipment.
4. Federal Facilities: Airport aids operated and maintained by the FAA shall be specifically excluded from any maintenance requirements under this Agreement.
5. Emergency Support Services: CONTRACTOR and the CITY shall each maintain authorized representatives on call at all reasonable times to act on behalf of their respective Parties for unusual, difficult, or emergency maintenance situations at the Airport.
6. Airport Utilities And Other Charges: CONTRACTOR agrees at its sole expense to pay all charges for the airport's electrical, water, sewer (if any), security personnel (if any), fire system monitoring, annual fire extinguisher inspection, fire system annual inspection, and portable sanitation units, that is not attributable to a specific tenant or leased property. CONTRACTOR is not responsible for the payment or collection of any storm water charges; but it is the responsibility of the CITY Utilities for billing and collection and the airport's enterprise fund for the payment of storm water fees.

T. Environmental Protection.

1. With assistance from the CONTRACTOR, CITY shall develop and maintain policies with assistance from CONTRACTOR, to assure that the Airport and Airport tenants maintain compliance with Environmental Protection Agency (EPA) standards for treatment of waste oils, fuel, solvents, etc. which may be used in aircraft, or related to aircraft manufacturing, servicing, or repair
2. Leases and other contracts and agreements and informational documents developed by CITY and approved by CITY, CONTRACTOR will advise Airport tenants of their obligation to comply with all environmental laws, including, but not limited to, Environmental Protection Agency (EPA) standards for treatment of waste oils, fuel, solvents, and other hazardous or toxic materials which may be used in aircraft or in the course of aircraft manufacturing, servicing or repair, storm water runoff, wetlands, and other laws and requirements of the United States, the State of Washington, or CITY. Violations of those laws will be prosecuted by the responsible government agencies against the tenants directly.
3. Leases, contracts, and other documents will also provide that Airport tenants are liable for compliance with all such laws on their premises, and that they will indemnify CITY and CONTRACTOR as to liability from any such noncompliance and that such noncompliance will also be treated as an event of tenant's default for any costs or expenses incurred as a result of the failure of tenants to comply with environmental laws.

U. Planning, Development, and Audit:

1. Planning and Development: CITY shall, with the assistance of CONTRACTOR and with the Airport Advisory Board, provide for planning and development of the Airport and the surrounding Airport lands in cooperation with CITY staff. CONTRACTOR shall encourage development of new facilities and services in accordance with the currently approved Airport Master Plan.
2. Airport Layout Plan (ALP): CONTRACTOR shall submit periodic input concerning the ALP to CITY. CITY agrees to update the ALP database and provide revised copies of the ALP as required by CONTRACTOR or interested governing agencies.

3. Five-year Capital Plan: CONTRACTOR shall assist with the development, and recommend for approval, updates to the currently adopted five-year Airport Capital Improvement Plan. The Plan shall support requests for the continuing development of the Airport with Federal and State funding.
 4. Proposed Development: In addition to the monthly reports provided for in Paragraph 11 of the Agreement, CONTRACTOR shall provide an annual report summarizing the current status of the Airport which shall include:
Proposed Development Plans: CONTRACTOR shall submit, as directed by the Mayor or the Mayor's designee, proposed improvements and developments at the Airport. These changes shall be consistent with the Airport Master Plan and five-year Airport Capital Improvement Plan adopted and updated periodically for the Airport.
 5. Quality Review: It is agreed that CONTRACTOR will allow a review by an independent firm of the quality of management of the Airport. This review may be conducted annually or at any time considered appropriate. CITY may select a firm to perform the review. CITY will also bear the cost of the review.
 6. CONTRACTOR shall make all records relating to this Agreement available for review and audit during normal business hours by the CITY and/or independent auditor.
- V. CONTRACTOR shall prepare a biennial operating projection for presentation to the CITY that shall include the following:
1. Biennial Budget: A detailed projection of revenues and expenses relating to Airport operations for each calendar year shall be developed. The plan shall be submitted by CONTRACTOR on or about August 1 of each year for review and concurrence.
 2. Capital Projection: A detailed projection of capital and major expense items anticipated for the biennial budget and the mid term corrections.
- W. Performance Standards: CONTRACTOR must perform reasonably, safely, legally, and in a manner consistent with this Agreement. CONTRACTOR shall also be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the CITY.

CONTRACTOR shall not conduct operations in or on the Airport in a manner which in the reasonable judgment of CITY:

1. Interferes with the reasonable use by others of the Airport.
 2. Hinders police, fire department or other emergency personnel in the discharge of their duties at the Airport.
 3. Would constitute a hazardous condition at the Airport.
 4. Would involve any illegal purpose.
 5. Is not materially in accordance with this Agreement.
- X. CONTRACTOR'S Duty to repair: CONTRACTOR shall repair any and all damage to the property of CITY located at the Airport caused by CONTRACTOR, its agents or employees, except to the extent the actions were required by directions of CITY.
- Y. Compliance With Heightened Security Requirements: CONTRACTOR shall, if required by additional regulatory requirements for Airport security of the FAA, Homeland Security or any other jurisdictional agency, make changes to the security procedures and/or equipment used to provide Airport security, provided that CITY agrees to pay as work compensated under the procedures of Paragraph 2 of the Agreement the reasonable out of pocket cost incurred by CONTRACTOR, subject to prior approval of the CITY, to comply with changed requirements imposed after the effective date for capital improvements such as additional or higher fencing, surveillance or monitoring equipment or other capital investments which are mandated by law. CITY shall have the right to inspect estimates of cost to comply before expenditures are made and suggest alternatives, but CONTRACTOR shall be reimbursed its reasonably necessary cost to comply with new security mandates within twenty days of presenting invoices for such cost, following the inspection described above.
- Z. Exclusion for Litigation Support: The Scope of Services does not include services of CONTRACTOR for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken where defended by CITY in connection with this Agreement in an action to which CONTRACTOR is not a party. All such services required or requested of CONTRACTOR by the CITY, will be work compensated under Paragraph 2 of the Agreement.

RESOLUTION NO. 5 1 6 6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE AGREEMENT FOR THE DAY TO DAY OPERATION AND MANAGEMENT OF THE AUBURN MUNICIPAL AIRPORT

WHEREAS, the City of Auburn and Aviation Management Group, LLC entered into an agreement on November 18, 2013, for the day to day operation and management of the Auburn Municipal Airport; and

WHEREAS, the Agreement is set to expire on December 31, 2015; and

WHEREAS, the parties wish to extend the term of the agreement for an additional year; and

WHEREAS, the City also wishes to modify the scope of services to include wildlife depredation; and

WHEREAS, with the extension of the contract and modification of the scope of service, it is also appropriate to adjust the compensation based on the CPI for 2016.

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

Section 1. The Mayor is authorized to execute an Addendum to the Agreement between the City of Auburn and the Aviation Management Group, LLC, for the day to day operation and management of the Auburn Municipal

Airport, which Addendum shall be in substantial conformity with the Addendum attached hereto as Exhibit "A".

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

Section 3. This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this 5th day of October, 2015.

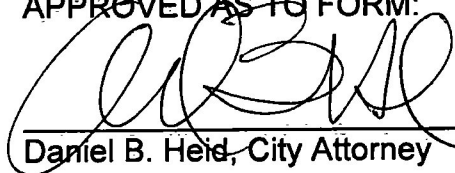
CITY OF AUBURN


NANCY BACKUS, MAYOR

ATTEST:


Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:


Daniel B. Heid, City Attorney

ADDENDUM NO. 1

ADDENDUM TO AGREEMENT FOR THE DAY-TO-DAY OPERATION AND MANAGEMENT OF THE AUBURN MUNICIPAL AIRPORT BETWEEN THE CITY OF AUBURN AND AVIATION MANAGEMENT GROUP, LLC.

THIS ADDENDUM is made and entered into this 5th day of October, 2015, by and between AVIATION MANAGEMENT GROUP, LLC and the CITY OF AUBURN, a municipal corporation of the State of Washington, as an addendum to the Agreement between the parties for the day-to day operations of the Auburn Municipal Airport executed on November 18, 2013 (the "Agreement").

In consideration of the mutual consideration outlined below, the sufficiency of which is acknowledged by both parties, the parties agree to modify the Agreement as follows:

ITEM ONE The term of the agreement is extended by one (1) additional year. Section 10 of the Agreement is amended to read as follows:

10. Term of Agreement.

The Term of this Agreement shall ~~be for an initial two (2) year period commencing~~ commence on the first day of January, 2014, and ~~terminating~~ terminate on the 31st day of December, ~~2015~~2016, unless otherwise agreed to in writing by the parties.

ITEM TWO The compensation is increased to reflect cost of living increases. Section 9(a) of the Agreement is amended to read as follows:

9. Compensation

- a. As compensation for the Contractor's performance of the services provided for herein, other than the fueling services described in Section F of Exhibit A, the City shall pay the Contractor the fees and costs specified as follows: Twenty-Nine Thousand Seven Hundred Eighty Dollars and no/100ths (\$29,780.00) per month with that amount increased annually by the cost of living as determined by the applicable Consumer Price Index. The applicable Consumer Price Index is the Consumer Price Index for All Urban Consumers 1982 1984 100 for Seattle-Tacoma as published by the United States Government for the month of August (the "CPI").
January 1, 2016 – December 31, 2016: For the period of January 1,

2016 through December 31, 2016, as compensation for the Contractor's performance of the services provided for herein, other than the fueling services described in Section F of Exhibit A, the City shall pay the Contractor the fees and costs specified as follows: Thirty Thousand Three Hundred Sixteen Dollars and no/100ths (\$30,316.00) per month (the 2015 monthly rate), adjusted upward by the greater of three (3) percent or the CPI for 2015.

ITEM THREE: The Scope of Services set forth at Exhibit "A" is amended to add a new section "AA" governing wildlife depredation activities, as follows:

AA. Wildlife Depredation: CONTRACTOR shall, if required to maintain protect the public health and safety resulting from and relating to airport operations, engage in a program of wildlife control measures, to include wildlife depredation, so long as said activities are conducted in compliance with the provisions of a Wildlife Hazard Management Plan accepted by the Federal Aviation Administration, and provided further that for any bird species protected by the Migratory Bird Treaty Act (16 U.S.C. 703-712) the shooting activities shall comply with the terms of a current Migratory Bird Depredation Permit issued by the U.S. Fish and Wildlife Service. Shooting activities shall also comply with the Auburn City Code 9.34.030 and all other applicable federal, state and local laws, and shall be conducted so as to minimize the risk of injury to persons or to real or personal property.

ITEM FOUR: The Scope of Services set forth in Exhibit "A" is amended at Section S.6. to exclude water, sewer and electric charges for the 506 Building as follows:

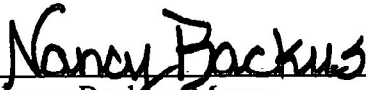
6. Airport Utilities and Other Charges: CONTRACTOR agrees at its sole expense to pay all charges for the airport's electrical, water, sewer (if any), security personnel (if any), fire system monitoring, annual fire extinguisher inspection, fire system annual inspection, and portable sanitation units, that is not attributable to a specific tenant or leased property. Provided that if there is a tenant in the building known as the 506 Building, the CONTRACTOR will pay the CITY \$300.00 (THREE HUNDRED AND NO/100 DOLLARS) and all water, sewer, and electric billings for the 506 Building will be reverted back to the CITY for payment by the CITY. CONTRACTOR is not responsible for the payment or collection of any storm water charges; but it is the responsibility of the CITY Utilities for billing and collection and the airport's enterprise fund for the payment of storm water fees.

ITEM FIVE: REMAINING TERMS UNCHANGED: All other provisions of the Agreement between the parties to day operations of the Auburn Municipal Airport executed on November 18, 2013, shall remain unchanged, and in full force and effect.

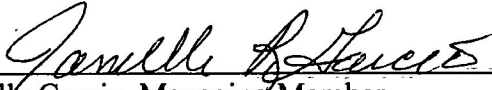
IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the day and year first above written.

CITY OF AUBURN

AVIATION MANAGEMENT GROUP, LLC



Nancy Backus, Mayor



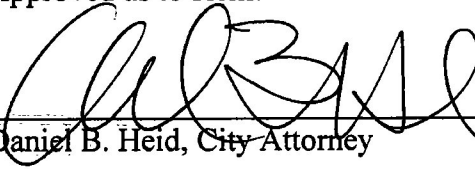
Jamelle Garcia, Managing Member

Attest:



Danielle E. Daskam, City Clerk

Approved as to form:



Daniel B. Heid, City Attorney



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5263

Date:

December 14, 2016

Department:

Planning and Development

Attachments:

[Res 5263 and Interlocal Agreement](#)

Budget Impact:

\$0

Administrative Recommendation:

City Council adopt Resolution No. 5263.

Background Summary:

The City of Auburn is empowered to operate, maintain, construct, and reconstruct, public transportation infrastructure within its city limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW. The City of Auburn pursuant to the City Council's previous passage of Ordinance No. 6377 established the Auburn Transportation Benefit District on September 19, 2011 and authorized funding for any purpose allowed by law including to operate the District and to make transportation improvements consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW.

The Auburn Transportation Benefit District Board passed Resolution No. 2016-01 on December 13, 2016, that established a \$20.00 vehicle license fee within the boundaries of the Auburn Transportation Benefit District. The Auburn Transportation Benefit District Board passed Resolution No. 2016-02 on December 13, 2016 that approved entering into an interlocal agreement with the City of Auburn to coordinate the individual, joint and mutual rights and obligations pertaining to the operation, maintenance, construction and reconstruction of public infrastructure within the boundaries of the Auburn Transportation Benefit District and the City of Auburn. The City of Auburn City Council is asked to consider approval of Resolution No. 5263 that would authorize entering into an interlocal agreement with the Auburn Transportation Benefit District. Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling cooperation on the basis of mutual advantage.

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: December 19, 2016

Item Number: RES.C

RESOLUTION NO. 5263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON APPROVING AN INTERLOCAL AGREEMENT WITH THE AUBURN TRANSPORTATION BENEFIT DISTRICT TO COORDINATE INDIVIDUAL, JOINT AND MUTUAL RIGHTS AND OBLIGATIONS PERTAINING TO THE OPERATION, MAINTENANCE, CONSTRUCTION AND RECONSTRUCTION OF PUBLIC TRANSPORTATION INFRASTRUCTURE WITHIN THE BOUNDARIES OF THE CITY OF AUBURN AND THE AUBURN TRANSPORTATION BENEFIT DISTRICT

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling cooperation on the basis of mutual advantage; and

WHEREAS, the City of Auburn is empowered to operate, maintain, construct, and reconstruct, public transportation infrastructure within its city limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, pursuant to Ordinance No. 6377, the City of Auburn established the Auburn Transportation Benefit District on September 19, 2011 and authorized funding for any purpose allowed by law including to operate the District and to make transportation improvements consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW; and

WHEREAS, pursuant to Resolution No. 2016-01 passed by the Auburn Transportation Benefit District on December 13, 2016, there is a \$20.00 vehicle license fee established within the boundaries of the Auburn Transportation Benefit District; and

WHEREAS, the City of Auburn and the Auburn Transportation Benefit District desire to better coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to fulfill the intent of Ordinance No. 6377; and

WHEREAS, the City Council finds it to be in the best interest of the District to enter into an interlocal agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) for the purpose of coordinating individual, joint and mutual rights and obligations pertaining to the operation, maintenance, construction and reconstruction of public

infrastructure within the boundaries of the Auburn Transportation Benefit District and the City of Auburn.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute an Interlocal Agreement in substantial conformity with Exhibit "A" attached herein with the Auburn Transportation Benefit District for the purpose of coordinating individual, joint and mutual rights and obligations pertaining to the operation, maintenance, construction and reconstruction of public infrastructure within the boundaries of the Auburn Transportation Benefit District and the City of Auburn.

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

Section 3. This Resolution shall be in full force and effect upon passage and signatures hereon.

SIGNED and DATED this _____ day of _____, 2016

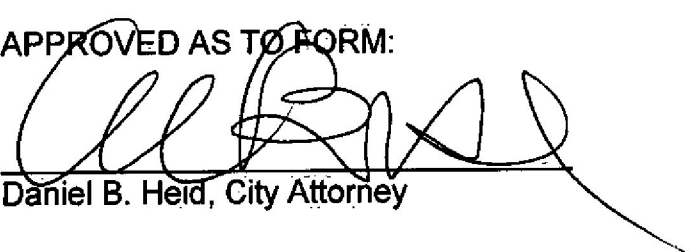
CITY OF AUBURN

NANCY BACKUS, Mayor

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

Resolution No. 5263
December 13, 2016

EXHIBIT "A"
AN INTERLOCAL AGREEMENT BETWEEN
CITY OF AUBURN, WASHINGTON, AND
THE AUBURN TRANSPORTATION BENEFIT DISTRICT

This Agreement between the City of Auburn, Washington ("AUBURN"), and the Auburn Transportation Benefit District ("TBD"), each of whom is organized as a Municipal Corporation under the laws of the State of Washington, is dated this ____ day of _____ 201__.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperation the basis of mutual advantage; and

WHEREAS, AUBURN is empowered to operate, maintain, construct, and reconstruct, public street infrastructure within its city limits in accordance with the powers granted pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW; and

WHEREAS, pursuant to Ordinance No. 6377, AUBURN established the TBD and authorized funding for any purpose allowed by law including to operate the District and to make transportation improvements consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW; and

WHEREAS, pursuant to Resolution No. 2016-01, the TBD has authorized a \$20.00 vehicle license fee; and

WHEREAS, AUBURN and the TBD desire to better coordinate their efforts in order to pursue their individual, joint and mutual rights and obligations to fulfill the intent of Ordinance No. 6377.

NOW, THEREFORE, the parties have entered into this agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

1. Purpose and Interpretation. AUBURN is empowered by Chapter 35A RCW to construct, reconstruct, maintain and preserve City streets and other related public infrastructure either by contract or through the use of City forces. The TBD has been constituted in accordance with state law to provide a source of funding for transportation improvements within the City limits of AUBURN. The TBD has no employees and its officers are either City Council Members serving in an ex officio capacity or are City employees designated to serve under the provisions of state law. In order to make the most efficient use of public monies, to avoid duplication of effort and to coordinate their efforts, the parties have entered into this agreement. In the event of ambiguity or the need for guidance arises, this agreement shall be interpreted in accordance with Chapter 36.73 RCW, the Charter of the TBD and the provisions of the Governmental Accounting Act and RCW 43.09.210 as the same exists or shall hereafter be amended. In the event that any provision of this agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this agreement shall remain in full force and effect.

2. Obligations of the TBD. In accordance with the requirements of Chapter 36.73 RCW, Ordinance No. 6377 and the Charter of the Auburn Transportation Benefit District, the TBD agrees to:

2.1 Provide to AUBURN all funding received from any and all lawful sources which the TBD in its sole discretion may levy for the purpose of completing the TBD's authorized projects.

2.2 Continue the annual provision of funding for the projects approved by the TBD, so long as the TBD remains in existence. Such funding shall be in accordance with and limited by the provisions of Ordinance No. 6377, the

Charter of the TBD and Chapter 36.73 RCW. By way of illustration and not limitation:

2.2.1 The TBD shall hold public hearings as required by its charter prior to levying any charge, tax or fee and shall levy any charge, tax or fee only in accordance with law and ordinance.

2.2.2 Develop an annual work plan and designate projects within its jurisdiction for funding.

2.2.3 Pursuant to a material change policy adopted pursuant to the requirements of RCW 36.73.160, the TBD shall consider at a minimum the impacts and appropriate remedies if transportation improvements contained in its annual plan exceed its original cost by more than twenty (20) percent. The TBD shall consider the input from public hearings and other sources as it determines how such cost changes should be resolved. The obligations of this agreement shall be interpreted and applied in a manner consistent with adopted policy.

3. Undertakings of AUBURN. AUBURN shall:

3.1 Provide all staff and necessary related support to the TBD. The costs of such support shall be accounted for as a part of AUBURN's annual report to the TBD. TBD funding shall first be applied to the reasonable charges incurred in establishing and staffing the TBD. Annual services provided may include the services provided by the City Attorney's Office, the City Clerk when serving as the Clerk of the TBD, the City's Finance Director when serving as its Treasurer, and other employees of AUBURN that serve the TBD and any associated costs, including but not limited to the preparation of an annual work plan, reporting, advertising, professional services, design, contracting, construction management, accounting, and any and all other actual charges or agreed upon percentage of charges associated with the proper application of TBD funding in accordance with law and ordinance. In consideration of the benefits derived by AUBURN, overhead charges such as utilities, information technology, office supplies,

and equipment shall be a contribution of AUBURN to the parties' joint goals and objectives and need not be directly charged back to the TBD.

3.2 Maintain for the period established by the State Archivist retention schedule, financial records, kept in accordance with generally accepted accounting practice and governmental accounting requirements, as necessary to document that any and all funding received through the TBD is used only for the projects authorized in accordance with law and ordinance.

3.3 Immediately alert the TBD of any material changes in scope, schedule or cost increases of 20% or greater to improvements funded in part or whole with TBD funds.

3.4 Utilize funding provided for projects shown on the TBD's annual work plan in accordance with the TBD's material charge policy, law, and ordinance.

4. Ownership. Streets and related transportation infrastructure preserved and maintained with TBD funds are and shall remain the property of AUBURN. No joint property ownership is contemplated under the terms of this agreement.

5. No Joint Board. No provision is made for a joint board. The TBD shall exercise its function in accordance with its charter, using staff as provided by AUBURN, pursuant law and to this agreement.

6. Insurance; Indemnity.

6.1 The parties agree to participate in the Washington Cities Insurance Authority (WCIA) insurance pool in accord with their respective interlocal agreements with the WCIA. The original charge or premium for the TBD will be borne by AUBURN as a cost to be covered under Section 3.1 and shall be paid for with funds received from or through the TBD. In the event that either or both cease to participate in the WCIA pool, the party or parties agree to obtain comparable coverage.

6.2 Each party agrees to defend, indemnify and hold harmless the other party, its officers, officials, agents, volunteers and employees from any and all claims, injuries, damages, losses or suits including attorney fees, arising from or out of the other party's negligent, tortious or illegal actions under this agreement. In the case of negligence of both parties, any defense costs and damages allowed shall be levied in proportion to the percentage attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

7. Termination. This agreement shall terminate or expire as follows:

7.1 This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by AUBURN within such period following the notice by either party.

7.2 Unless sooner terminated by either party, this agreement shall expire on the date when the District is automatically dissolved in accordance with provisions of 36.73 RCW and Ordinance No. 6377, as the same exists or is hereafter amended.

8. Effective Date. This agreement shall be effective upon the last authorizing signature affixed hereto and when listed by subject on AUBURN's website or other electronically retrievable public source as required by RCW 39.34.040.

9. Waiver of Counsel Conflict. Although the interests of the City of Auburn and the Auburn Transportation Benefit District in this matter are generally consistent, it is recognized and understood that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, the City of Auburn and the Auburn Transportation Benefit District, have determined that it is in their individual and mutual interests to have a single legal counsel represent them jointly in connection with this Interlocal Agreement. Accordingly, this confirms agreement of the City of Auburn and the Auburn Transportation Benefit District that Daniel B. Heid

may represent them jointly in connection with the above-described matter. This will also confirm that the City of Auburn and the Auburn Transportation Benefit District have each agreed to waive any conflict of interest arising out of, and that each will not object to, representation by Daniel B. Heid of each other in the matter described herein. It is further understood and agreed that Daniel B. Heid may freely convey necessary information provided to him by either City of Auburn or the Auburn Transportation Benefit District, and that there will be no secrets as between City of Auburn and the Auburn Transportation Benefit District unless both expressly agree to the contrary.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

CITY OF AUBURN

AUBURN TRANSPORTATION
BENEFIT DISTRICT

Nancy Backus, Mayor

Nancy Backus, TBD Chairperson

APPROVED AS TO FORM:

Daniel B. Heid for City of Auburn and
the Auburn Transportation Benefit District



AGENDA BILL APPROVAL FORM

Agenda Subject:

Resolution No. 5264

Date:

December 14, 2016

Department:

Planning and Development

Attachments:

[Res 5264](#)

[Exhibit A](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

In Spring 2016, the Airport Advisory Board completed a Strength, Weaknesses, Opportunities and Threats (SWOT) analysis to assess opportunities that the Airport is positioned now or in the future to exploit and to manage and/or eliminate threats that could limit current or future successes. The Board reviewed and identified strengths and weaknesses that were primarily internally oriented and opportunities and threats that were externally oriented. From this SWOT analysis, the Board identified the need for a Strategic Business Plan to help guide the Board, City Council, City Administration and City staff in strategic decision-making for current and future development and operations of the Airport. The Board and City staff worked on the development of the draft Strategic Business Plan during the Summer and Fall of 2016.

The Strategic Business Plan is intended to be a "living document". While working within a four (4) planning horizon, it is anticipated and expected that all parties will have the opportunity to utilize, assess and modify the Plan as needed to ensure that it is providing valuable guidance on policies, strategies, actions and expenditures relating to the growth and operation of the Airport. To help in maximizing the Plan's contributions, the Airport Advisory Board should evaluate the Plan at the beginning of each year to determine what, if any, modifications are needed as well as to provide the City Council with any recommendations relating to changes in policy or financial operations. As needed, the Board may recommend modifications to the City Council for the Strategic Business Plan to ensure that the Plan remains timely and relevant and recognizes completed actions and needed new activities. A substantive planning effort to update the Plan should begin in the third year of the Plan to allow for adequate opportunity to engage key external stakeholders, complete needed investigations and analyses, coordinate with City Administration, City Council and appropriate City Departments and prepare, review and finalize the Plan update. This

substantive effort should be completed by no later than the mid-part of the fourth (4) year.

Within the Plan there are several Key Result Areas (KRAs). The KRAs are the broad-based goals and are re-evaluated annually and incorporated within the four-year Strategic Business Plan for the community. Each KRA has a mission statement that describes the intent of each area. Additionally, each KRA has various goals which describe in greater detail the elements of each KRA, including the responsible party, a narrative description, and estimated start and completion dates. The KRAs are organized by subject matter and the goals are not specified in a priority matter. It is expected that the Board and staff will utilize the goals specified in each of the KRAs for the development and implementation of annual work plans.

The development of the Key Result Areas has been based in part of the application of the SMART model^[1] for goal setting as described below:

Specific— simple, straightforward, compelling (without specificity, a goal can never truly be reached).

Measurable— tangible, able to be tracked (an effective goal requires a statement of the tangible evidence that the goal has been reached).

Attainable— possible, yet challenging enough to be motivating. If a goal requires an organization to reach beyond its true self, the goal will become burdensome and ultimately detrimental to the process. However, the goal should be challenging enough to cause the airport's policymakers, management, and staff to "rise up" to achieve it.

Relevant— important to stakeholders and connected to the organization's values. Goals that are explicitly connected to values are motivational and, generally, easier to achieve as a result.

Time Bound— includes a beginning and ending point. Identifying start and end dates provides the "race-track" needed to keep the organization on course with a clear finish line to pursue.

[1] Source: Airport Cooperative Research Program (ACRP), ACRP Report 77, *Guidebook for Developing General Aviation Business Plan*, 2012

Reviewed by Council Committees:

Councilmember:

Staff:

Snyder

Meeting Date: December 19, 2016

Item Number: RES.D

RESOLUTION NO. 5 2 6 4

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON ADOPTING THE STRATEGIC
BUSINESS PLAN FOR THE AUBURN MUNICIPAL
AIRPORT**

WHEREAS, in Spring 2016, the Airport Advisory Board completed a Strength, Weaknesses, Opportunities and Threats (SWOT) analysis to assess opportunities that the Airport is positioned now or in the future to exploit and to manage and/or eliminate threats that could limit current or future successes; and

WHEREAS, the Airport Advisory Board reviewed and identified strengths and weaknesses that were primarily internally oriented and opportunities and threats that were externally oriented and from this effort identified the need for a Strategic Business Plan to help guide the Board, City Council, City Administration and City staff in strategic decision-making for current and future development and operations of the Airport; and

WHEREAS, The Airport Advisory Board and City staff worked on the development of the draft Strategic Business Plan during the Summer and Fall of 2016; and

WHEREAS, on November 16, 2016, the Airport Advisory Board unanimously voted to recommend to the City Council the adoption of the Airport Strategic Business Plan via Resolution; and

WHEREAS, The Strategic Business Plan is intended to be a "living document" and that while working within a four (4) planning horizon, it is anticipated and expected that all parties will have the opportunity to utilize, assess and modify the Plan as needed to ensure that it is providing valuable guidance on policies, strategies, actions and expenditures relating to the growth and operation of the Airport; and

WHEREAS, to help in maximizing the Strategic Business Plan's contributions, the Airport Advisory Board should evaluate the Plan at the beginning of each year to determine what, if any, modifications are needed as well as to provide the City Council with any recommendations relating to changes in policy or financial operations; and

WHEREAS, as needed, the Airport Advisory Board may recommend modifications to the City Council for the Strategic Business Plan to ensure that the Plan remains timely and relevant and recognizes completed actions and needed new activities; and

WHEREAS, a substantive planning effort to update the Plan should begin in the third year of the Plan to allow for adequate opportunity to engage key external stakeholders, complete needed investigations and analyses, coordinate with City Administration, City Council and appropriate City Departments and prepare, review and finalize the Plan update, provided that this substantive effort should be completed by no later than the mid-part of the fourth (4) year; and

WHEREAS, within the Strategic Business Plan there are several Key Result Areas (KRAs) that are broad-based goals that are re-evaluated annually and incorporated within the four-year Strategic Business Plan; and

WHEREAS, each Key Result Area has a mission statement that describes the intent of each area as well as various goals which describe in greater detail the elements of each KRA, including the responsible party, a narrative description, and estimated start and completion dates; and

WHEREAS, the Key Result Areas are organized by subject matter and the goals are not specified in a priority matter; It is expected that the Board and staff will utilize the goals specified in each of the KRAs for the development and implementation of annual work plans; and

WHEREAS, the development of the Key Result Areas has been based in part of the application of the SMART model pursuant to *Guidebook for Developing General Aviation Business Plans (2012)* for goal setting herein described as: 1) Specific—simple, straightforward, compelling (without specificity, a goal can never truly be reached); 2) Measurable—tangible, able to be tracked (an effective goal requires a statement of the tangible evidence that the goal has been reached); 3) Attainable—possible, yet challenging enough to be motivating. If a goal requires an organization to reach beyond its true self, the goal will become burdensome and ultimately detrimental to the process. However, the goal should be challenging enough to cause the airport's policymakers, management, and staff to "rise up" to achieve it; 4) Relevant—important to stakeholders and connected to the organization's values. Goals that are explicitly connected to values are motivational and, generally, easier to achieve as a result; and 5) Time Bound—

includes a beginning and ending point. Identifying start and end dates provides the "race-track" needed to keep the organization on course with a clear finish line to pursue; and

WHEREAS, the City Council finds it to be in the public health, safety and welfare to adopt a Strategic Business Plan for the Auburn Municipal Airport.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Auburn Municipal Airport Strategic Business Plan (Exhibit "A" is hereby adopted by the Auburn City Council.

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

Section 3. This Resolution shall be in full force and effect upon passage and signatures hereon.

SIGNED and DATED this _____ day of _____, 2016

CITY OF AUBURN

NANCY BACKUS, Mayor

ATTEST:

Danielle E. Daskam, Clerk of the District

APPROVED AS TO FORM:



Daniel B. Heid, District Legal Counsel

Resolution No. 5264
December 13, 2016



Exhibit "A"

2017-2020 STRATEGIC BUSINESS PLAN



Auburn Municipal Airport

City of Auburn, Washington

Adopted via Resolution No. 5264 (December 19, 2016)

AUBURN
MUNICIPAL
AIRPORT
AUBURN, WASHINGTON



ACKNOWLEDGMENTS

Mayor:

Nancy Backus

City Council:

Bob Baggett

Claude DaCorsi

John Holman

Bill Peloza

Yolanda Trout-Manuel

Rich Wagner

Largo Wales

Airport Advisory Board:

Mark Babcock

Gary Gustafson

Don Peters

Sparrow Tang

John Theisen

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EXECUTIVE SUMMARY

The Auburn Municipal Airport (S50) is a municipal airport owned and operated by the City of Auburn, Washington. Beginning in 1974 and continuing to the present, the Auburn Airport Advisory Board has provided advisory support to the Auburn City Council and the Mayor or Chief Administrative Officer for the City on Airport planning and operations. In Spring 2015, the City of Auburn completed an update of the Airport Master Plan that was previously updated in 2002. The 2002 Airport Master Plan provided the primary airport planning guidance for the Airport for over ten years. The recent Master Plan update was completed in cooperation with the Federal Aviation Administration to address the Airport's needs over a twenty (20) year planning period and provide specific guidance in making the improvements necessary to maintain a safe and efficient airport that is economically, environmentally, and socially sustainable.

The purpose of the Airport Master Plan is to define the current, short-term and long-term needs of the Airport through a comprehensive evaluation of facilities, conditions and FAA airport planning and design standards. The study will also address elements of local planning (land use, transportation, environmental, economic development, etc.) that have the potential of affecting the planning, development and operation of the airport.

In Spring 2016, the Airport Advisory Board completed a Strength, Weaknesses, Opportunities and Threats (SWOT) analysis to assess opportunities that the Airport is positioned now or in the future to exploit and to manage and/or eliminate threats that could limit current or future successes. The Board reviewed and identified strengths and weaknesses that were primarily internally oriented and opportunities and threats that were externally oriented. From this SWOT analysis, the Board identified the need for a Strategic Business Plan to help guide the Board, City Council, City Administration and City staff in strategic decision-making for current and future development and operations of the Airport.

The Auburn Municipal Airport is operated as an Enterprise Fund within the City of Auburn's governmental financial model. An enterprise fund is a type of proprietary fund in which the direct beneficiaries pay for all costs of the fund through fees and where a periodic determination of revenues and expenses is desired by management. The Strategic Business Plan covers a four (4) year period that aligns with the City of Auburn's biennial budget cycle. This alignment is purposeful and is intended to allow City Council, the Airport Advisory Board and City Administration and staff to address needed actions and desired expenditures within the framework of the adopted budget for the Airport Enterprise Fund.

The Strategic Business Plan is intended to be a "living document". While working within a four (4) planning horizon, it is anticipated and expected that all parties will have the opportunity to utilize, assess and modify the Plan as needed to ensure that it is providing valuable guidance on policies, strategies, actions and expenditures relating to the growth and operation of the Airport. To help in maximizing the Plan's contributions, the Airport Advisory Board should evaluate the Plan at the beginning of each year to determine what, if any, modifications are needed as well as to provide the City Council with any recommendations relating to changes in policy or financial operations. As needed, the Board may recommend modifications to the City Council for the Strategic Business Plan to ensure that the Plan remains timely and relevant and recognizes completed actions and needed new activities. A substantive planning effort to update the Plan should begin in the third year of the Plan to allow for adequate opportunity to engage key external stakeholders,

complete needed investigations and analyses, coordinate with City Administration, City Council and appropriate City Departments and prepare, review and finalize the Plan update. This substantive effort should be completed by no later than the mid-part of the fourth (4) year.

Within the Plan there are several Key Result Areas (KRAs). The KRAs are broad-based goals and are re-evaluated annually and incorporated within the four-year Strategic Business Plan. Each KRA has a mission statement that describes the intent of each area. Additionally, each KRA has various goals which describe in greater detail the elements of each KRA, including the responsible party, a narrative description, and estimated start and completion dates. The KRAs are organized by subject matter and the goals are not specified in a priority matter. It is expected that the Board and staff will utilize the goals specified in each of the KRAs for the development and implementation of annual work plans.

The development of the Key Result Areas has been based in part of the application of the SMART model¹ for goal setting as described below:

Specific—simple, straightforward, compelling (without specificity, a goal can never truly be reached).

Measurable—tangible, able to be tracked (an effective goal requires a statement of the tangible evidence that the goal has been reached).

Attainable—possible, yet challenging enough to be motivating. If a goal requires an organization to reach beyond its true self, the goal will become burdensome and ultimately detrimental to the process. However, the goal should be challenging enough to cause the airport's policymakers, management, and staff to "rise up" to achieve it.

Relevant—important to stakeholders and connected to the organization's values. Goals that are explicitly connected to values are motivational and, generally, easier to achieve as a result.

Time Bound—includes a beginning and ending point. Identifying start and end dates provides the "race-track" needed to keep the organization on course with a clear finish line to pursue.

¹ Source: Airport Cooperative Research Program (ACRP), ACRP Report 77, *Guidebook for Developing General Aviation Business Plan*, 2012

GUIDING PLAN PRINCIPLES

The development and implementation of the Auburn Municipal Airport Strategic Business Plan is guided by the following City of Auburn principles pertaining to the governance and operation of the City of Auburn:

CITY VISION STATEMENT

Your Premier Community with Vibrant Opportunities

CITY MISSION STATEMENT

To provide a service-oriented government that meets the needs of our residents, citizens and business community.

CITY CORE VALUES

- ✍ Innovative
- ✍ Respectful
- ✍ Dedicated
- ✍ Hard-Working
- ✍ Ethical; Fair
- ✍ Environmentally Sensitive
- ✍ Trustworthy
- ✍ Financially Responsible
- ✍ Charitable
- ✍ Safe
- ✍ Transparent
- ✍ Engaged
- ✍ Responsive
- ✍ Supportive of the Arts
- ✍ Supportive of Life-Long Learning
- ✍ Embrace Diversity (Pluralistic)

OVERVIEW OF AUBURN MUNICIPAL AIRPORT

The City of Auburn is an incorporated city of approximately 77,000 persons located in southwest King County and a small area of northeastern Pierce County, approximately 26 miles south of Seattle and 13 miles northeast of Tacoma. Auburn is bordered by the cities of Kent, Federal Way, Pacific, Sumner and Algonia, and unincorporated King and Pierce Counties. The Muckleshoot Indian Reservation is located near the southeastern corner of the Auburn city limits. Within the Puget Sound region, King County is bordered by Snohomish County (north) and Pierce County (south). Kitsap, Kittitas, and Chelan counties also border King County to the west and east.

The City of Auburn was incorporated in 1891. The City is organized as a non-charter code city retaining the council-mayor plan of government under which the city is presently operating, as provided in RCW 35A.02.030 of the Optional Municipal Code for the State of Washington. The Mayor is the Chief Administrative Officer for the City. There are currently seven (7) major Departments of the City comprised of Administrative Services, Community Development and Public Works, Finance, Innovation and Technology, Human Resources/Risk Management, Legal, Parks, Arts and Recreation and Police.

The Community Development and Public Works Department is responsible for the administration of the Auburn Municipal Airport. The Auburn Municipal Airport is located on 110 acres in North Auburn, about 1-mile north of downtown Auburn, east of Highway 167 and U.S. Interstate 5, and north of Highway 18. Surface access to the airport is provided by local surface streets and Highway 167 and 18, which connect to U.S. Interstate 5 (I-5) and 405 (I-405). The Auburn Municipal Airport is bordered by major arterial roadways on its south and north ends (15th Street N.E. and 30th Street N.E.). Access to the developed east side of the airport is provided via D Street and E Street N.E., which connect to Auburn Way North via 22nd and 26th Street N.E. and to 15th Street N.E. The north hangar area is accessed directly from 30th Street N.E.

The Auburn Municipal Airport has been directly operated by the City as an Enterprise Fund since its inception in 1970. With the exception of a small bond issue for hangar construction, the Airport is debt free and fully financed from self-generated revenues and grants. Auburn Municipal Airport currently has several commercial tenants providing aircraft maintenance or other services. Auburn's current contracted airport management company provides on-site airport management and aircraft fueling.

According to recent airport management records, Auburn Municipal Airport currently has 274 based aircraft (February 2013) with 96,036 total annual operations. The Airport's current fleet mix includes single-engine piston aircraft, multi-engine piston aircraft, and helicopters.

Auburn Municipal Airport is categorized as an FAA Airport Reference Code (ARC) B-I (Small) with a future A-II reserve. The Airport has one runway (Runway 16/34) that is oriented in a north/south direction (160-340 degree magnetic heading). Runway 16/34 is 3,400 feet long and 75 feet wide with an asphalt surface. The published weight bearing capacity is 12,500 pounds for aircraft equipped with a single wheel landing gear configuration. The 2012 pavement inspection gave the runway a Pavement Condition Index (PCI) rating of 81 and 76 (based on two sections of runway pavement). The runway was most recently slurry sealed in 2014. The runway is equipped with

medium intensity runway lights (MIRL), runway end identifier lights (REIL), and visual approach slope indicator (VASI) lights. The runway has basic (visual) markings on both ends, consistent with current visual and non-precision instrument (circling) approach capabilities.

All existing landside development (hangars, aircraft parking, etc.) is located on the east side of the airport. An undeveloped area (approximately 23 acres) is located near the southwest corner of the airport. Please refer to Table 1 below for additional runway data.

Table 1: Runway Data

Length	3,400'
Width	75'
Pavement Strength	12,500 lbs. Single wheel axle
Surface	Asphalt
Approach Surface	20:01
Navigation Aids	VASIs and REILs – both ends
Runway Markings	Basic
Runway Lights	MIRLs
Taxiway Lights	MITL
SUPER - UNICOM	122.8
Elevation	57' MSL
Latitude	47° 19' 41.36 N
Longitude	122° 13' 35.43 W
Instrument Navigation Aids	None
Left Traffic Pattern	Runway 34

AUBURN MUNICIPAL AIRPORT: 2017-2020 STRATEGIC BUSINESS PLAN

Right Traffic Pattern	Runway 16
Traffic Pattern Altitude	1000' MSL

In late 2015, the City began work on a capital project that would extend Runway 16/34 to a total length of 4,118 feet. This capital project will extend the Runway 16 end by 477 feet long and Runway 34 end by 241 feet long. This extension will improve aircraft safety and the ability to accommodate the current and forecast fleet of multiengine piston aircraft for both takeoff and accelerate-stop distances. The City anticipates the project environmental assessment to be completed in 2016 followed by project design in 2017 and project construction in 2018.

The Airport has one full-length east parallel taxiway (Taxiway A), which is 25 feet wide and equipped with medium intensity taxiway lights (MITL). There are five 90-degree runway exit taxiways (Taxiways C, D, E, F and G) that vary from 30 feet to 42 feet wide with a runway-taxiway separation of 240 feet. The taxiway system provides access to all existing landside development on the east side of the airport. The 2012 pavement inspection rated the parallel taxiway with a PCI of 100. The runway exit taxiways have current PCI ratings of 100, 60, and 61.

Auburn Municipal Airport is located in an area of Class G airspace that begins at the ground surface and extends to 700 feet MSL. Between 700 feet and 3,000 feet above Auburn Municipal is Class E airspace. At 3,000 feet MSL the second layer of Seattle Tacoma International Airport (SEATAC) Class B airspace begins and extends upward to 10,000 feet MSL. The Airport is located within the 30-nautical mile veil of Mode C transponder airspace that surrounds Seattle-Tacoma International Airport. The Mode C airspace extends from the surface upward to 10,000 feet MSL.

There are no ground based navigational aids located on the airport. However, numerous ground based navigation aids are located within 30 nautical miles (nm) of the airport. The nearest facilities include the Seattle VORTAC4 located 8 miles northwest of the airport and the Renton non-directional beacon (NDB), located 10 nautical miles north.

Auburn Municipal Airport does not have an automated weather observation system located on the airport. The nearest weather observations are located at SEATAC (8 miles northwest), Renton Municipal Airport (10 miles north), Pierce County Airport – Thun Field (14 miles south), and Tacoma Narrows Airport (15 miles west). The RNAV GPS-A instrument approach for Auburn utilizes the SEATAC altimeter setting. The SEATAC Automatic Terminal Information Service (ATIS) provides altimeter setting, wind data, temperature, dew point, density altitude, visibility, precipitation and cloud/ceiling data.

Auburn Municipal Airport is located in a low-lying valley floor, 63 feet above mean sea level (MSL). Nearby Seattle-Tacoma International Airport (8.1 miles northwest) sits on an elevated plain at 433 feet MSL. Moderate mountainous terrain along the east side of the Green River Valley begins about 15 miles from the airport and extends into the Cascade Range. Maximum elevation figures (MEF) depicted on the Seattle VFR Terminal Area Chart (TAC) indicates the highest terrain elevations are found within 25 miles at 6,500 feet MSL, to the south and east (north of Mt. Rainier).

Areas to the immediate south, north and west have low-lying terrain surrounding Puget Sound ranging from 2,400 to 4,500 feet MSL.

Auburn Municipal Airport does not have an air traffic control tower and is classified as a non-towered airport. At non-towered airports, pilots are responsible for proper communication and aircraft operation, including maintaining adequate separation from other aircraft in flight or on the runway-taxiway system. The airport has common traffic advisory frequency (CTAF)/Unicom for communications on the ground and in the vicinity of the airport.

The published airfield elevation is 63 feet above mean sea level (MSL). The traffic patterns for both runway ends are located on the west side of the runway and pilots are advised to avoid noise sensitive areas east of the airport and hospital facilities located 1-mile south of the runway. The traffic pattern for Runway 34 is standard left traffic (left hand turns within the pattern), while Runway 16 has a right traffic pattern (right turns within the pattern). Wind conditions typically dictate which runway end is in use and the direction of flight in the traffic pattern. The traffic pattern altitude for fixed wing aircraft is 1,000 feet above ground level (1,063 feet MSL); the traffic pattern altitude for helicopters is 500 feet above ground level (563 feet MSL).

Auburn Municipal Airport accommodates a wide variety of aeronautical activity, including small single and multi-engine aircraft, civilian helicopters, and occasional business class turbine aircraft. The current runway length of 3,400 feet is the primary determinant in fixed-wing aircraft usage, particularly limiting multi-engine turboprop and business jet aircraft. Auburn Municipal Airport is classified as a Reliever airport in the National Plan of Integrated Airport Systems (NPIAS) defined by the Federal Aviation Administration (FAA). Reliever airports are intended to provide additional general aviation capacity to nearby commercial service airports. Four of the five Reliever airports in Washington are located in the Puget Sound region (Auburn, Renton, Paine Field, and Harvey Field); Felts Field in Spokane is also designated a Reliever airport by FAA.

The City of Auburn initiated the required environmental assessment with the Federal Aviation Administration (FAA) for the extension of the airport runway in late 2015 with design anticipated in 2017 and construction in 2018. As currently planned, the City will extend Runway 16/34 to a total length of 4,118 feet and will extend the Runway 16 end by 477 feet and extend the Runway 34 end by 241 feet. These extensions will improve aircraft safety and the ability to accommodate the current and forecast fleet of multi-engine piston aircraft for both takeoff and accelerate-stop distances.

As described in the 2015 Airport Master Plan Update, the airport's current mix of based aircraft is projected to become more diverse during the current planning period reflecting growth in turbine aircraft (turboprop, very light jet, business jet), helicopters, and light sport aircraft. Auburn Municipal Airport accommodates limited Airplane Design Group II (ADG II) activity and this activity is expected to grow during the current planning period. It is recognized that runway length limits the type of ADG II aircraft that can be accommodated at the airport on a regular basis.

The existing and future design aircraft identified in the updated aviation activity forecasts (2015 Airport Master Plan) is a multi-engine piston aircraft. The majority of these aircraft are included in Aircraft Approach Category B and Airplane Design Group I (ADG I). In addition to the typical range of general aviation activity, the potential exists for Auburn Municipal Airport to accommodate small cargo aircraft, including a variety of ADG I and II turboprops. Several of these aircraft fall into the FAA defined category of "small airplanes with 10 or more seats." The FAA runway length model

indicates that 4,060 feet is required to accommodate small airplanes with ten (10) or more seats at the Auburn Municipal Airport.

KEY RESULT AREAS

KRA 1: Airport Capital Improvement Program

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable infrastructure improvements that maintain and enhance airport operations, strengthen the airport's economic vitality and ensure fiscal stewardship of the Airport Enterprise Fund balancing new construction with the ability to effectively maintain and operate current assets in a cost effective and safe manner.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
1	Annual Capital Improvement Program Review	Airport Advisory Board	The City is required by the Federal Aviation Administration (FAA) and the Washington State Department of Transportation-Aviation Division (WSDOT-Aviation) to annually submit an updated Capital Improvement Program (CIP). The CIP forms the basis for potential state and federal funding for airport capital improvements. In coordination with City staff, the Board will annually review and advise on the required update to the Capital Improvement Program required prior to its submittal	Annually	Annually
2	Airport Portion of City Six-Year Capital Facilities Plan	Airport Advisory Board	Based on input from the Board drawing from the currently approved Master Plan and identified needs through other documentation, City staff will prepare updates to the Airport Element of the City's Six-Year Capital Facilities Plan for consideration and action by the City Council as part of the biennial budget process	Year 2 of Biennial Budget	Year 2 of Biennial Budget

KRA 1: Airport Capital Improvement Program (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable infrastructure improvements that maintain and enhance airport operations, strengthen the airport's economic vitality and ensure fiscal stewardship of the Airport Enterprise Fund balancing new construction with the ability to effectively maintain and operate current assets in a cost effective and safe manner.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
3	Conduct a comprehensive structural assessment of Airport buildings and structures	Community Development & Public Works Director/City Engineer	Engage with a qualified professional to conduct a structural assessment to confirm structural integrity and any structural deficiency issues for all public buildings and structures at the City. Report should specify potential costs and needed timeframe to address structural issues, if any. Review with Board to determine next steps for potential planning and budgeting	2 nd Quarter 2019	4 th Quarter 2019
4	Conduct a comprehensive assessment of airport fencing and gates	Community Development & Public Works Director/City Engineer	Engage with a qualified professional to conduct an assessment of the overall condition and integrity of perimeter airport security fencing and access control gates. Report should specify a replacement program in terms of priority need and timeframe for needed action as well as estimated costs for repairs and/or replacement. Review with Board to determine next steps for potential planning and budgeting	2 nd Quarter 2019	4 th Quarter 2019

KRA 1: Airport Capital Improvement Program (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable infrastructure improvements that maintain and enhance airport operations, strengthen the airport's economic vitality and ensure fiscal stewardship of the Airport Enterprise Fund balancing new construction with the ability to effectively maintain and operate current assets in a cost effective and safe manner.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
5	Develop and implement a Jet-A-Fuel temporary pilot program	Community Development & Public Works Director/City Engineer	Based on interest from the Board and other interested parties, the currently adopted Capital Facilities Plan had proposed the permanent installation of Jet-A-Fuel fuel service. However, because of 1) uncertain market need and response to warrant investment; and 2) higher than anticipated costs, permanent installation cannot be achieved in the near-term. Funding for the temporary pilot program has been included in the proposed 2017-2022 City Capital Facilities Plan	1 st Quarter 2017	2 nd Quarter 2017
6	Wildlife Hazard Management Plan Implementation	Community Development & Public Works Director/City Engineer	Per the 2015 Wildlife Hazard Management Plan, obtain a scope of work and budget, modify Capital Facilities Plan, obtain required permits and approvals and conduct recommended tree removal activities	2 nd Quarter 2017	4 th Quarter 2018

KRA 2: Airport Operations

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
1	Airport Vision/Mission/Values	Airport Advisory Board	Develop Airport specific vision statement, mission statement and values	1 st quarter 2017	2 nd quarter 2017
2	Annual Tenant Survey	Airport Management	Prepare, transmit and analyze with the Board an annual tenant survey. The questions will be developed in consultation with the Board and tenant feedback will be shared with the Board for potential immediate action, if appropriate or incorporation into the Strategic Business Plan	Annually	Annually

KRA 2: Airport Operations (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
3	Long-Term Rate Study	Airport Management	Rates charged to tenants and users of the airport are the primary funding source for the airport, excluding grants for capital development. To assure that the Airport Enterprise Fund remains self-sustaining into the future, current and future rate structures must be evaluated balancing market competitiveness with short-term and long-term airport operation needs	2 nd Quarter 2017	4 th Quarter 2017
4	Updated Airport Documents and Forms	Airport Management	Conduct an update of all airport related documents and forms to ensure that they are legally compliant, easy to use and are available for fill in and download on all appropriate websites	1 st Quarter 2017	3 rd Quarter 2017

KRA 2: Airport Operations (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
5	Board Composition Review	Airport Advisory Board	Conduct a review of the current composition and focuses of the Airport Advisory Board to determine potential for recommended code changes. Areas of interest could include but are not limited to current number of authorized board members and specific Board focuses	Annually	Annually
6	Annual Board Work Plan	Airport Advisory Board	Prepare for each calendar year a focused work plan for the Board to utilize in agenda setting, coordination with City staff and development of policy and fiduciary recommendations to City Council	Annually	Annually
7	Annual Airport Management Work Plan	Community Development & Public Works Director/City Engineer/Airport Management	Prepare for each calendar year a focused work plan for airport management plan subject to approval by City management to utilize in workload focus and resource prioritization	Annually	Annually

KRA 2: Airport Operations (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
8	Long-Term Airport Management strategy	Community Development & Public Works Director	Evaluate with Board, City Council, City Administration and appropriate stakeholders a long-term airport management strategy	1 st quarter 2017	4 th quarter 2017
9	Airport Marketing Plan	Community Development & Public Works Director	Prepare a comprehensive marketing plan that will act as a communication and implementation tool that can be used to achieve the goals established for the Airport. The Plan will utilize the Five Ps (Product, Price, Placement, Promotion, and People) that focus on the points of view of the Airport's target audiences	3 rd Quarter 2017	2 nd Quarter 2018
10	Wildlife Hazard Management Plan Implementation	Community Development & Public Works Director/City Engineer	Implement management strategies specified in 2015 Wildlife Hazard Management Plan	On-going	On-going

KRA 2: Airport Operations (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
11	Airport Multi-Tenant Sign	Community Development & Public Works Director	Design, construction and installation of an internally illuminated multi-tenant sign to replace the existing airport sign on E Street	2 nd quarter 2019	4 th quarter 2019
12	Airport Wayfinding Signage	Community Development & Public Works Director	Design, fabrication and installation of new and additional airport way-finding signs on key City transportation corridors	2 nd quarter 2017	3 rd quarter 2017
13	Aviation Day	Community Development & Public Works Director/Airport Management	Develop a plan for establishment of a free 1-day Aviation Day that is open to the public and will provide up-close viewing of aircraft, aviation exhibits, Kids Zone, food trucks, and more. Pursue sponsors to cover 100 percent of event cost	Annually (first event in 2018)	Annually (first event in 2018)

KRA 2: Airport Operations (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
14	Fair Market Value Appraisal – Land Lease Rates	Real Property – Mayor's Office	Complete a fair market value appraisal conducted by a qualified and MAI designated professional appraiser of appropriate land lease rates	2 nd quarter 2019	4 th quarter of 2019
15	Annual Lease Rates Survey & Analysis	Real Property – Mayor's Office/Airport Management	Conduct comparison survey and valuation analysis for rates for Open T and Closed Hangars, Tie-Downs	Annually	Annually
16	Airport Municipal Broadband Service	Innovation & Technology	Extend City's Municipal Broadband service to the Airport. Currently, the City's high speed fiber optic network has been extended to the Airport. Building off of this network, wireless broad band services will be installed at the Airport for use by tenants, guests and visitors to provide a valuable user experience	3 rd quarter 2017	4 th quarter 2017

KRA 2: Airport Operations (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for sustainable airport business operations through optimal and cost effective airport management, focused work efforts for the Board and airport management and development and implementation of airport marketing and branding plans.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
17	Enhanced Phone System	Innovation & Technology Department	Implement a more robust phone system for features like call tree, integration with Outlook. This could be accomplished by extending the City's IP Phone system to the Airport thereby implementing unified communications including 4 digit dialing and voice mail	1 st quarter 2018	3 rd quarter 2018
18	Unmanned Aerial Vehicle (UAV) Training Area	Innovation & Technology Department/Airport Management	Investigate the potential establishment of a UAV training area at the Airport for use by City staff for required UAV flight training subject to FAA approval	4 th quarter 2017	2 nd quarter 2018

KRA 3: Airport Economic Development

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for on-going and enhanced sustainable economic development at the Auburn Municipal Airport through: a) a comprehensive understanding of the Airport's market niche and growth opportunities; b) implementing short-term and long-term strategic airport economic development actions; c) positioning of existing development sites to maximize future return on investment potential; and d) gaining understanding of opportunities and limitations for future on-airport growth. These efforts will maintain and enhance airport operations, strengthen the airport's economic vitality and ensure fiscal stewardship of the Airport Enterprise Fund.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
1	Competitive Market Assessment Study	Community Development & Public Works Director	Engage with a qualified professional with experience in airport market analysis to assess the Airport's current and future subregional and regional market positions and identify strategies for maintaining and enhancing these positions ²	2 st quarter 2017	4 rd quarter 2017
2	Recommendations - City's 10-Year Economic Development Strategic Plan	Community Development & Public Works Director	Working with the Board and City Administration, evaluate and implement recommendations of the City's 10-Year Economic Development Strategic Plan	On-going	On-going

² This Goal anticipates the hiring of a qualified professional to conduct the specified work that is anticipated to cost between \$30,000 to \$50,000 depending on the to be determined scope of work. The hiring of this qualified professional is not identified in the 2017-2018 Biennial Budget. As such, Council authorization through a future budget amendment may be needed to address this specific funding need.

KRA 3: Airport Economic Development (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for on-going and enhanced sustainable economic development at the Auburn Municipal Airport through: a) a comprehensive understanding of the Airport's market niche and growth opportunities; b) implementing short-term and long-term strategic airport economic development actions; c) positioning of existing development sites to maximize future return on investment potential; and d) gaining understanding of opportunities and limitations for future on-airport growth. These efforts will maintain and enhance airport operations, strengthen the airport's economic vitality and ensure fiscal stewardship of the Airport Enterprise Fund.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
3	Airport Zoning Regulations Update	Community Development & Public Works Director	Coordinate with City's Community Development Service Area to assess and potentially implement new zoning regulations amendments to current City of Auburn zoning standards for the Airport and surrounding properties to address operational needs or requirements and support current and future economic development efforts	1 st quarter 2018	1 st quarter 2019
4	Airport West Side Environmental Analysis	Community Development & Public Works Director	Conduct a comprehensive environmental analysis of the west side development area of the Airport to confirm the location and extent of wetlands and other environmental resources, potential mitigation strategies and anticipated mitigation costs	2 nd quarter 2019	1 st quarter 2020

KRA 3: Airport Economic Development (Continued)

With input from the Airport Advisory Board, City Council and community stakeholders, Auburn will plan for on-going and enhanced sustainable economic development at the Auburn Municipal Airport through: a) a comprehensive understanding of the Airport's market niche and growth opportunities; b) implementing short-term and long-term strategic airport economic development actions; c) positioning of existing development sites to maximize future return on investment potential; and d) gaining understanding of opportunities and limitations for future on-airport growth. These efforts will maintain and enhance airport operations, strengthen the airport's economic vitality and ensure fiscal stewardship of the Airport Enterprise Fund.

Goal #	Key Result Area/Goals (Not in Priority Order)	Lead	Narrative Description	Start Date	Completion Date
5	Current Development Sites Marketing	Community Development & Public Works Director/City Real Estate Analyst/Airport Management	Market and lease the two on-airport development sites approved in the approved Airport Master Plan to prospective tenants and developers ³	1 st quarter 2017	4 th quarter 2017
6	Airport Growth Areas	Community Development & Public Works Director/City Real Estate Analyst/	Pursue opportunities for physical growth of the Airport consistent with the approved Airport Master Plan including but not limited to acquisition of first rights of refusal on potential future acquisition properties ⁴	1 st quarter 2017	4 th quarter 2017

³ Please note that the timeframes shown for this Goal are aspirational. The ability to achieve them in the timeframes stated are influenced by market factors beyond the City's direct control. As such, this Goal may not be achieved in the specified timeframe, however, the City will pursue all reasonable and appropriate actions to do so.

⁴ Please note that the timeframes shown for this Goal are aspirational. The ability to achieve them in the timeframes stated are influenced by market factors beyond the City's direct control. As such, this Goal may not be achieved in the specified timeframe, however, the City will pursue all reasonable and appropriate actions to do so.