Port Angeles City Council *and the* Port of Port Angeles Commission
SPECIAL JOINT MEETING
City Hall, 321 East Fifth Street
2 p.m. on September 8, 2017

The Mayor or Commission President may determine the order of business for a particular meeting. The agenda should be arranged to best serve the needs and/or convenience of the Council, Commission, and the public. The Mayor or Commission President to determine time of break if needed. Items of business for the special meeting may include the following:

A. CALL TO ORDER – **SPECIAL MEETING AT 2 P.M.**

B. ROLL CALL – City Council and Port Commission

PLEDGE OF ALLEGIANCE – Mayor to call on a member to lead the Pledge of Allegiance

C. PUBLIC COMMENT – *At its most restrictive, Public Comment shall be limited to a total of 15 minutes for the first Public Comment period. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 20 people are signed up to speak, each speaker may be allocated two (2) minutes. (**Council Rules of Procedure Section 12**).*

D. UPDATE ON AVIGATION EASEMENT – Presentation by Port Staff

E. INTERLOCAL AGREEMENT

F. PUBLIC COMMENT

G. EXECUTIVE SESSION: The Port of Port Angeles Board of Commissioners may recess into Executive Session at the Port Administration building for those purposes authorized under Chapter 42.30 RCW, the Open Public Meetings Act, immediately following the joint meeting.

ADJOURNMENT – Mayor to adjourn the meeting

Mayor to determine time of break / Hearing devices available for those needing assistance.

Joint Meeting: Port Angeles City Council
and the Port of Port Angeles Commission

DATE: September 8, 2017

TO: City Council and Port Commissioners

FROM: DAN MCKEEN, CITY MANAGER, CITY OF PORT ANGELES
               KAREN GOSCHEN, EXECUTIVE DIRECTOR, PORT OF PORT ANGELES

SUBJECT: Avigation Easement and Proposed Interlocal Agreement

Summary: On January 30, 2017, the Port Commissioners and the City Council held a special joint meeting. At that meeting, they instructed their respective administrative staff to negotiate an avigation easement to protect the 5,000 foot threshold of runway 26. For reasons beyond the control of the Port or the City, it is not feasible at this time to effectuate an avigation easement. Therefore, the administrative staff of the Port and of the City have worked together to prepare an interlocal agreement. The interlocal agreement is an interim measure until an avigation easement can be adopted. The interlocal agreement serves the same purpose. It is designed to protect the 5,000 foot threshold of runway 26.

Recommendation: Review and adopt the attached interlocal agreement.

Background/Analysis: On January 30, 2017, the Port of Port Angeles Commissioners and the Port Angeles City Council held a special joint meeting. Among other matters of business conducted at that meeting, the Port Commissioners and the City Council instructed their respective administrative staff to begin negotiation of an avigation easement that would protect the 5,000 foot threshold of runway 26. Designated members of the City staff and of the Port staff promptly commenced work on an avigation easement. Several drafts and redlines were prepared.

However, it was decided that continued work on the avigation easement was not warranted because of the need to satisfy the substantive terms of a Federal Aviation Administration (FAA) approved avigation easement. The terms required by an FAA avigation easement would necessitate a level of funding that the Port of Port Angeles cannot afford without FAA or other outside funding. Therefore, on the local level, no further work has been done on the avigation easement. The work on an avigation easement will re-commence depending on the determination of the runway length by FAA as well as other components of the FIA Master Plan Update. The FIA Master Planning process will continue over the next couple of years.

In the meantime, both the City and the Port still are committed to the goal of maintaining the 5,000 foot runway threshold on runway 26. In order to do that, in the interim until a formal avigation easement can be consummated, some trees will need to be cut periodically as they grow within 5 feet of the flight path of runway 26.

Recognizing that these factors will continue while all the FAA process is carried on, the Port and City staff have developed a proposed interlocal agreement. The purpose of the interlocal agreement is to address the need to remove specific trees until an FAA approved avigation easement is successfully completed for a 5,000 foot runway. It is difficult to estimate how long this will take, since the FAA has indicated they are considering shortening the runway length from 5,000 feet to 3,850 feet.

In summary, the interlocal agreement establishes a simple administrative process for removal of trees in the future as it becomes necessary to protect runway 26. The agreement protects the interests of the Port and of the City, while simultaneously allowing an expedient and simple process for removal of trees. The interlocal agreement is intended to remain in effect until an avigation easement is put in place.

The terms of this interlocal agreement have been reviewed and approved by the City's staff and the Port's staff. The purpose of today's joint meeting between the City Council and Port Commission is to review the terms of the interlocal agreement, and if it is satisfactory, adopt the agreement.

INTERLOCAL AGREEMENT FOR
MAINTENANCE OF APPROACH PATH TO
WILLIAM R. FAIRCHILD INTERNATIONAL AIRPORT RUNWAY 26

THIS AGREEMENT is entered into pursuant to RCW 39.34, the Interlocal Cooperation Act, between the **CITY OF PORT ANGELES,** a Washington municipal corporation, located and doing business at 321 East Fifth Street, Port Angeles, Washington 98362 ("City"), and the **PORT OF PORT ANGELES,** a Washington municipal corporation, located and doing business at 338 W. First Street, Port Angeles, Washington 98362 ("Port"), together referred to as the "Parties", for the purpose of coordination on the elimination and prevention of encroachments into the William R. Fairchild International Airport Runway 26.

RECITALS

WHEREAS, Lincoln Park was dedicated to the City by the Federal Government for public use as a park in 1904; and

WHEREAS, Lincoln Park is the City's largest recreational facility, is used extensively by the public, and is an important community asset; and

WHEREAS, from 1934 to 1948 the United States Army, Navy, and Works Progress Administration established the airport which is now known as the William R. Fairchild International Airport ("FIA"), and in establishing the airport the land was cleared of trees; and

WHEREAS, FIA has been identified (1) as an essential public facility in accordance with the Washington State Growth Management Act; (2) as one of six Federal Emergency Management Agency federal staging areas in Washington State to support forward distribution of supplies and equipment in the event of a disaster; and (3) in the Washington Guard Response Plan as a Tier-2 airport with the second-largest capability for supporting rescue and supply-delivery aircraft in the event of a disaster; and

WHEREAS, FIA is vital in providing community air service for medical evacuation ("medevac") flights and in support of our local economy; and

WHEREAS, Runway 26 is the most frequently used runway at FIA because of the prevailing wind direction, and because approaches to Runway 8 are inefficient for most arriving flights and are sometimes not possible because of wind conditions; and

WHEREAS, from time to time and without notice to the Port, the Federal Aviation Administration (the "FAA") may impose landing restrictions on Runway 26 because of safety concerns related to trees in Lincoln Park that penetrate into Runway 26 approach path; and

WHEREAS, one immediate impact of FAA restrictions on approaches to Runway 26 is that nighttime medevac flights into FIA may be cancelled; and

WHEREAS, encroachments into the Runway 26 approach path likely would prompt the FAA to impose additional restrictions on the use of Runway 26 for landing aircraft, and such restrictions could result in a shorter Runway 26 that cannot accommodate certain aircraft that presently are able to use Runway 26 for landing; and

WHEREAS, lives could be lost if Runway 26 is not available and medevac flights into FIA are cancelled as a result; and

WHEREAS, the Parties recognize that 24-hour-per-day/7-day-per-week availability of Runway

26 for medevac flights is critical to the health and safety of the people of Clallam County; and

WHEREAS, accordingly, the parties will cooperate and work together to avoid further restrictions on the use of Runway 26; and

WHEREAS, the Parties recognize the importance of predictability regarding the use of Runway 26; and

WHEREAS, a significant number of trees in Lincoln Park are capable of penetrating the restricted airspace for approaches to Runway 26; and

WHEREAS, the Parties desire to have a reliable process for managing the height and growth of trees in Lincoln Park to avoid disruptions to the use of Runway 26; and

WHEREAS, the Parties anticipate that at some future date the City will convey to the Port an avigation easement that will provide a permanent solution for avoiding encroachments into the Runway 26 approach path; and

WHEREAS, until the Port has an avigation easement over Lincoln Park, the City and the Port desire to have an agreement that permits the Port to maintain an encroachment-free approach path to Runway 26; and

WHEREAS, using a high level tree height analysis, and estimating tree growth at the rate of three feet per year, the Port is able to identify those trees that presently encroach into the approach path and to calculate when additional trees will grow into the approach path; and

WHEREAS, in the interest of managing the height and growth of trees in Lincoln Park to avoid disruptions to the use of Runway 26, it is appropriate for the City and the Port to cooperate in the periodic removal of trees in Lincoln Park that grow to within five feet of the approach path to Runway 26; and

WHEREAS, the Parties are committed to work collectively to preserve the integrity of Lincoln Park and FIA; and

WHEREAS, the Parties foresee that trees in Lincoln Park will need to be removed on an ongoing basis to ensure a safe airport approach path. The tree removal will be conducted for the limited purpose of continued unobstructed use and passage of all types of aircraft in and through airspace in the vicinity of Lincoln Park to and from airport Runway 26; and

WHEREAS, the Commission of the Port and the Council of the City intend to establish a procedure to provide for removal of the trees in the future as necessary to allow the unobstructed use and passage of aircraft to and from Runway 26. Additionally, the Commission delegates authority to the Executive Director of the Port and the Council delegates authority to the City Manager of the City to enter into agreements as they deem necessary to accomplish tree removal and to address any related or ancillary issues.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Parties have a mutual interest in promoting community recreational opportunities in Lincoln Park. At the same time, the Parties have a mutual interest in preserving FIA as an essential public facility and vital provider of medevac flights and community air service. In particular for this agreement, the Parties will cooperate in establishing a process that allows the removal of trees in Lincoln Park as necessary to eliminate obstructions to Runway 26.

2. The Commission of the Port, by this agreement, do hereby delegate authority to the Executive Director of the Port (the "Executive Director") and authorize the Executive Director to exercise full discretion and authority to implement this agreement and to make and enter into subsequent agreements as the Executive Director deems necessary to accomplish tree removal required for uninterrupted and unimpeded passage of aircraft to and from Runway 26 and to address any related or ancillary issues.

3. The Council of the City, by this agreement, do hereby delegate authority to the City Manager of the City (the "City Manager") and authorize the City Manager to exercise full discretion and authority to implement this agreement and to make and enter into subsequent agreements as the Manager deems necessary to accomplish tree removal required for uninterrupted and unimpeded passage of aircraft to and from Runway 26 and to address any related or ancillary issues.

4. For purposes of this agreement, "Obstruction Trees" shall mean trees in Lincoln Park that are of such a height and are so located that they penetrate the Runway 26 approach path and thereby interfere with the use of Runway 26 to a length of 5,000 feet, and those trees that the Port determines are within five feet of the Runway 26 approach path. Upon the Effective Date of this agreement, as defined below, and in accordance with the terms and conditions set forth herein, the Port may remove any trees it has identified as Obstruction Trees. In addition, the Port may, at its own expense and without compensation to the City, remove all tree seedlings up to twenty feet tall that have the potential to grow into the Runway 26 approach path.

5. At least once a year, the Executive Director, or the Director's designee, shall identify and designate any Obstruction Trees that then exist. The Executive Director shall deliver to the City Manager a detailed description of the trees identified as Obstruction Trees. If the City Manager agrees that the trees are Obstruction Trees, the Director and the Manager shall then agree on a schedule for removal of those trees. The schedule shall allow adequate time for the Port to obtain required permits and for other work as is deemed to be appropriate and necessary by the Executive Director and the City Manager.

6. Prior to the removal of any Obstruction Trees, the Port shall prepare a Tree Removal and Restoration Plan and submit it to the City Manager for the City Manager's approval. The Removal and Restoration Plan shall

- Identify all required permits;

- Describe the plan for tree removal;

- Describe the plan for restoration of the property following tree removal;

- Describe the plan for compliance with anticipated conditions imposed in the permits necessary for the project; and

- Describe the plan for storm water analysis, compliance, and mitigation.

In addition, before the Executive Director may authorize or permit removal of any Obstruction Trees or make any changes to any features, improvements, or assets of Lincoln Park, the following shall have occurred:

- o The City Manager shall have approved the Removal and Restoration Plan.

o The Port shall have obtained all permits necessary.

o At least one week prior to removal of any trees, the Port shall have prominently marked the trees to be removed.

7. All felled Obstruction Trees shall be removed by the Port in strict compliance with all applicable codes, permits, rules, regulations and laws. The stumps of all removed Obstruction Trees shall be ground to a minimum of twelve (12) inches below the surrounding grade; all debris from the removal site shall be hauled off site for disposal; top soil, grass seed, other plantings, and straw cover shall be applied to the removal site all in accordance with the Removal and Restoration Plan; and the storm water control plan will be constructed, implemented, and maintained. All Obstruction Tree removal and site repair work described herein shall be performed at the Port's expense.

8. The Port shall pay the City 100% of the stumpage price of all Obstruction Trees removed hereunder, as determined by a qualified independent appraiser engaged at the Port's expense.

9. The Port will indemnify, defend, and hold harmless the City from and against any and every claim and risk, including but not limited to, suits or proceedings for bodily injury or loss, including death, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, arising out of the exercise by the Port of any rights granted or provided herein and caused or occasioned in whole or in part by the acts or omissions of Port or its contractors.

10. Nothing in this document is intended to limit, restrict or constrain the continuation of any existing structures, land uses, or activities or events that occurred or were conducted from time to time at Lincoln Park prior to the Effective Date of this agreement, as defined below.

11. During the term of this agreement, the City will consult with the Port prior to the installation of any structure or improvement that may penetrate the Runway 26 approach path.

12. This agreement shall be in force and effect from and after the date when it is approved by the commission of the Port and by counsel of the city, whichever is later (the "Effective Date"). This agreement shall be in force and effect for 15 years following the Effective Date.

13. In the event the Executive Director and the City Manager are unable to agree on any issue, process, procedure or other matter necessary to implement and fulfill the purpose and intent of this agreement, the Parties agree to proceed as follows:

o The Commissioners of the Port will appoint one of their members to represent the Port in resolving the conflict, and the Council of the City will appoint one of their members to represent the City in resolving the conflict. The Executive Director and the appointed Commissioner shall meet with the City Manager and the appointed Council Member to negotiate in good faith a resolution to the conflict.

o If such negotiation is unsuccessful in resolving the conflict, the Parties may pursue such other procedures or actions as they deem appropriate under the circumstances.

AGREED TO ON THIS _____ DAY OF _____, 2017

CITY OF PORT ANGELES   **PORT OF PORT ANGELES**

_____   _____
Dan McKeen, City Manager   Karen Goschen, Executive Director

APPROVED BY PORT ANGELES CITY COUNCIL ON _____

APPROVED BY PORT OF PORT ANGELES COMMISSION ON _____

ATTEST: **ATTEST:**

_____   _____
Jennifer Veneklasen, City Clerk   Holly Hairell, Administrative Manager

APPROVED AS TO FORM: APPROVED AS TO FORM:

_____   _____
William Bloor, City Attorney   Simon Barnhart, Port Attorney