

RESOLUTION NO. 2020-31

A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF \$93,407 WITH COFFMAN ASSOCIATES TO UPDATE OPERATING DOCUMENTS AND ESTABLISH STANDARD LEASE RATES FOR THE MARINA MUNICIPAL AIRPORT (OAR); INCREASE APPROPRIATIONS IN THE FY 2019-20 BUDGET, AIRPORT OPERATIONS FUND 555 IN THE AMOUNT OF \$93,407; AUTHORIZE THE CITY MANAGER TO ACCEPT THE PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, the Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA), which monitors and ensures that the airport acts within its Grant Assurances imposed since the U.S. Army deeded the facility to the City; and

WHEREAS, the FAA recommends airports conduct the specialized airport to airport comparison-based rent study to establish aviation and non-aviation market rates for the airport. The rent study should then be updated every five to seven years essentially resetting the market rate for the next five to seven-year period. Furthermore, the airport needs to ensure that its operating documents are up to date; and

WHEREAS, Coffman Associates currently provides similar airport planning professional services to the Marina Municipal Airport at a quality standard; and

WHEREAS, Airport staff sought a proposal from Coffman Associates to update the operating documents and establish standard lease rates for the Marina Municipal Airport; and

WHEREAS, Coffman Associates provide the sample contract and scope of services contained in (“**EXHIBIT A**”); and

WHEREAS, the cost of the proposed consultant services is estimated at \$93,407 and was not included in the FY 2019-20 Adopted Airport Budget. Funding will come from available fund balance of the Airport Operations Fund 555 currently estimated to be \$1,465,000; and

WHEREAS, the Adopted FY 2019-20 Budget, Airport Operations Fund, Professional Services Other, Account No. 555.000.000.00-006300.570 will be amended to increase appropriations by \$93,407. The cost for these services will be recorded to this same account.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Adopt Resolution No. 2020- , approving a consultant services agreement in the amount of \$93,407 with Coffman Associates to update operating documents and establish standard lease rates for the Marina Municipal Airport (OAR); and
2. Increase appropriations in the FY 2019-20 Budget, Airport Operations Fund 555 in the amount of \$93,407; and
3. Authorize City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of April 2020, by the following vote:

AYES: COUNCIL MEMBERS: Berkley, Urrutia, O'Connell, Morton, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

AIRPORT PLANNING IS OUR ONLY BUSINESS

www.coffmanassociates.com



April 3, 2020

Mr. Layne Long – Marina City Manager
Mr. Jeff Crechriou – Airport Services Manager
211 Hillcrest Ave.
Marina, CA 93933

Dear Layne and Jeff,

It has been our pleasure to serve the City of Marina and the Marina Municipal Airport (OAR) as the consulting airport planner for many years. We appreciate the opportunity to continue serving the Airport with the enclosed proposal to update the airport operating documents by providing the following services:

- Market Rent Study and Rates & Fees Analysis of similar airports;
- Update the Airport Rules and Regulations;
- Update the Airport Minimum Operating Standards;
- Develop standard lease and permit templates; and,
- Public coordination and approval meetings.

The project will begin with a Market Rent Study and Rates and Fees analysis of other airports with similar operating characteristics to OAR. This research will be used to inform the establishment of standard basis rates for the variety of revenue producing services that may be charged by the Airport.

The Airport Rules and Regulations and Minimum Operating Standards documents have not been updated since 1996. These critical operating documents will be updated so that airport management has the tools it needs to manage the Airport in accordance with standard operating procedures.

We will then further assist by providing standardized templates for leases and permits which airport management can use to approach revenue production following a standardized and uniform process. These tools will help airport management meet various FAA grant assurances, specifically those related to charging fair and equitable rates and fees, without discrimination or preference.

The study calls for a program of public and tenant involvement to inform theses constituencies of the process and to encourage their active contribution and participation.

Enclosed you will find our detailed scope of services, fee, and project schedule.

Sincerely,

A handwritten signature in black ink that reads "Patrick Taylor". The signature is written in a cursive, flowing style.

Patrick Taylor – Principal
Coffman Associates, Inc.

Kansas City • Phoenix

237 N.W. Blue Parkway, Suite 100, Lee's Summit, MO 64063 • Phone: 816.524.3500 • FAX: 816.524.2575

AIRPORT PLANNING SERVICES CONTRACT AGREEMENT

WHEREAS, the City of Marina, California (SPONSOR), has determined the need for Coffman Associates (CONSULTANT) to perform the work necessary for the Airport Operating Documents Update. This Airport Planning Services Contract Agreement (this "Agreement"), entered into as of this ____ day of _____, 2020, by and between:

CITY OF MARINA

211 Hillcrest Ave.
Marina, CA 93933

hereinafter referred to
to as the **SPONSOR**

AND:

COFFMAN ASSOCIATES, INC.

237 NW Blue Parkway, Suite 100
Lee's Summit, MO 64063

hereinafter referred to
as the **CONSULTANT**

FOR THE PURPOSE:

AIRPORT OPERATING DOCUMENTS UPDATE
for MARINA MUNICIPAL AIRPORT (OAR)

hereinafter referred to
as the **PROJECT**

THE SPONSOR AND CONSULTANT do hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant.** The Sponsor hereby agrees to engage the Consultant who in turn agrees to perform the technical and professional services necessary to produce the Project. Mr. Matt Quick will represent the Consultant as Principal-in-Charge, and Mr. Patrick Taylor will represent the Consultant as Project Manager in the performance of this Agreement. No one else will be assigned to act in these capacities without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities of the consultant necessary to complete the Scope of Services.

1.2 **Scope of Services.** The Consultant shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Sponsor, the services generally outlined below and specifically indicated in **Exhibit A - Scope of Services**, attached and incorporated by reference hereto.

1.3 **Responsibility of the Consultant.** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services provided by the Consultant under this Agreement.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, environmental studies, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subcontracts.** At the time subcontracted services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subcontracting firm. The Consultant must receive approval in writing from the Sponsor prior to entering into an agreement with a subcontractor. Consultant shall be responsible for the work of all subcontractors notwithstanding Sponsor's approval of the subcontractor. No subcontractors are anticipated for this Project at this time.

1.6 **Time of Performance.** The services of the Consultant shall be available on a continuous basis for a period outlined on **Exhibit C - Schedule** as attached hereto. It is anticipated that the work efforts last up to 8-months. Sponsor review and approval times are unknown and cannot be factored in the schedule.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** It is expressly understood and agreed that the total compensation to be paid to the Consultant shall be a firm fixed price amount of Ninety-Three Thousand and Four Hundred Seven dollars (\$93,407.00) for the services specified in Exhibit A - Scope of Services. The detailed breakdown is outlined in **Exhibit B - Cost Summary**, attached and incorporated by reference hereto.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant not more than the fixed price amount set out in Article 2.1 above. Payments shall be at monthly intervals subject to receipt of requisitions for payments from the Consultant specifying that he has performed the work and is entitled to the amount requisitioned under the terms of this Agreement.

2.3 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty

(30) days from the date of the invoice without written notification to the Consultant. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Project costs for no more than sixty (60) days to minimize interest overheads and provide more planning man-hours for each Project dollar. It is also expressly understood that the Sponsor has the right to withhold payment of any invoice if Sponsor feels that the Consultant has not performed the requisitioned work in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, it must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice.

2.4 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment acceptable to the Sponsor and Consultant and as agreed in writing by the parties, shall be made and this Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If this Agreement is terminated, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments. No further payment shall be owed to Consultant.

If the termination is due to the failure of the Consultant to fulfill his Agreement obligations, the Sponsor may take over the work and prosecute the same to completion, by Agreement or otherwise.

ARTICLE FIVE - SUSPENSION OF WORK

At any time, the Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

ARTICLE SIX - INSURANCE

The Consultant or any subcontractor, if specified, shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- (b) Professional Liability Insurance (\$1,000,000).
- (c) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- (d) Statutory worker's compensation and employer's liability insurance for the State of Missouri.

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. With the

exception of Professional Liability Insurance, the certificate of insurance shall name the Sponsor as an additional insured.

ARTICLE SEVEN - INTERESTS AND BENEFITS

8.1 **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests, shall be employed.

8.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE EIGHT - ASSIGNMENT

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto.

ARTICLE NINE - MISCELLANEOUS

10.1. **Attorney's Fees.** In the event a party commences litigation to enforce any of the terms or conditions of this Agreement and/or to recover damages or for other relief on account of the breach of this Agreement, the prevailing party in such litigation shall be entitled to receive, in addition to all other relief to which such party shall be entitled, all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party.

10.2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but each counterpart shall together constitute but one and the same document. In proving this Agreement, it shall not be necessary to produce more than one subject counterpart.

10.3. **Severability and Waiver.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party sought to be charged. The waiver by any party of a right provided thereunder shall not be deemed to be a continuing waiver of that right or a waiver of any other right.

10.4. **Construction.** The parties agree that each party has reviewed this Agreement and

that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

10.5. **Interpretation.** The paragraph headings used in this Agreement are for convenience only and shall not be used in the interpretation hereof.

10.6. **Time of the Essence.** Time shall be of the essence of the terms hereof.

10.7. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.8. **Authorizations.** The signatories to this Agreement warrant each to the other that they have the authorization to enter into this Agreement and to bind themselves to the terms and conditions of this Agreement.

10.9. **Notices.** All notices or other communications required or provided to be given by either party shall be in writing and shall be: (i) hand delivered; or, (ii) sent via recognized overnight delivery service; or, (iii) sent by United States certified mail, postage prepaid, return receipt requested. Notices or other written communications shall be deemed given upon hand delivery, or if sent via overnight mail, 24 hours after deposit with the overnight mail service, or if mailed by certified mail, three (3) calendar days after such notice is deposited in the mail as aforesaid and addressed to the addresses for the parties set forth on page one of this Agreement.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this AGREEMENT as of the date first written.

FOR THE CONSULTANT

Coffman Associates, Inc.

By: _____
Mike Dmyterko - President

Attest: _____

FOR THE SPONSOR

City of Marina

By: _____

Attest: _____

Approved as to form (if necessary):

By: _____
Legal Counsel

EXHIBIT A – SCOPE OF SERVICES

INTRODUCTION

The Scope of Services contained herein is to establish goals and work tasks for updating operating documents and establishing standard lease rates for the Marina Municipal Airport (OAR). Specifically, the consultant will complete the following studies:

- Market Rent Study and Rates & Fees Analysis of similar airports;
- Update the Airport Rules and Regulations;
- Update the Airport Minimum Operating Standards;
- Develop standard lease and permit templates;
- Public coordination and approval meetings.

Specific Elements and Tasks are outlined below.

ELEMENT 1 - MARKET RENT STUDY AND RATES AND FEES ANALYSIS

The City of Marina, as sponsor of the Marina Municipal Airport (OAR), desires to understand the rates and fees structure of other airport with similar characteristics. The purpose is to then use this data to re-evaluate the current rates and fees structure at OAR. Other business aviation airports will be surveyed by the consultant to identify their current rates and fees.

Task 1.1 – Airport Profile

Description: Develop a profile of the airport using information and documentation provided by airport management and collected from airport operators and tenants, industry sources, and the community. Identify comparable and competitive airports based upon the airport profile. Submit a preliminary list to airport management for review. Document current rates and fees for OAR for inclusion in the comparative analysis.

Task 1.2 – Federal Guidelines

As a recipient of federal grant-in-aid assistance through the FAA's Airport Improvement Program (AIP), OAR is obligated to comply with federal laws, assurances and regulatory requirements. These requirements extend to policies and procedures related to the use of airport property and the establishment of associated lease rates and user fees. The regulatory environment surrounding airport rates and fees will be explained.

Task 1.3 – Conduct Comparative Analysis of Market Rents and Rates & Fees Analysis

Description: Obtain and validate relevant data from comparable, regional and national airports through direct surveys of these airports to be conducted by the consultant. Data collected will include rates and fees for aircraft parking, hangar rates, fuel flowage fees, landing fees, permit fees, and other relevant and potential fees. Data gathered will include what competitive airports typically include in their leased area, for example: does a lease include only a building footprint or the footprint plus taxiway and parking?

Analyze the information obtained on a comparative basis to recommend a market rental rate for each component of subject properties (land and/or improvements), taking into account the level of land preparation and other pertinent variables that may affect the market value of land on the airport. In cases where a range of potential values is appropriate, a discussion of these variables and their impact on rates will be provided. A minimum of ten (10) other airports will be surveyed.

Task 1.4 – Fee Recommendations

Description: Based upon financial information provided by the Airport and working closely with airport management, develop fee recommendations for each program element. The fee recommendations will be presented within the tightest range feasible.

Task 1.5 – Draft and Final Summary Report

Description: Prepare a draft summary report conveying the recommended rental rates for each component as well as the recommended rates and charges structure and fee recommendations for each program element. An electronic copy of the summary report will be provided to Airport management for review.

Based upon comments and input from the review of the draft summary report, prepare a final summary report. Five hard copies and one electronic copy will be provided as the final work product.

ELEMENT 2 – UPDATE AIRPORT RULES AND REGULATIONS

The owners of federally obligated airports have the responsibilities for instituting Rules and Regulations for the safe and efficient operation of an airport. The Federal Aviation Administration (FAA) also encourages an airport owner (sponsor) to establish Rules and Regulations for the safe operation and use of its airport. Airport owners, in exchange for federal funding to assist in airport development, should establish Rules and Regulations for those wishing to provide aeronautical services on their airport. Procedures should be fair and equitable for all users on the Airport and should be tailored to the specific aeronautical activity on the Airport to which they are to be applied.

The City of Marina is committed to provide the safest possible atmosphere for the conduct of aviation activities for tenants, guests, residents, students, and employees at the Airport. The purpose of the Rules and Regulations is to govern the operation and use of civilian facilities and operations at the Airport. They are intended to be in addition to and not in conflict with any Federal, State, or local laws, ordinances, rules, regulations, or policies. Should any conflict exist, the Federal, State, or local laws, ordinances, rules, regulations, or policies shall prevail. The City of Marina shall exercise full authority over the operation of the Airport.

Task 2.1 – Inventory

Description: Compile relevant information, data, and documentation on the community, marketplace and the airport including fixed based and specialty operators (FBOs and SASOs) and non-commercial tenants on the airport. Select stakeholders may also be interviewed.

Task 2.2 – Establish General Regulations

Document industry standard and FAA compliant general regulations for consideration for inclusion in the Rules and Regulation for the Airport. Typically, these will include establishment of responsibilities by airport management, FAA compliance guidelines, and enforcement responsibilities.

Task 2.3 – Aeronautical Use of the Airport

Document industry and FAA standards for appropriate aeronautical uses of the airport. Identify aircraft ground rules such as appropriate aircraft parking areas, owner responsibility for securing the aircraft, acceptable skydiving drop zones, acceptable helicopter operations, appropriate use of aircraft storage hangars, and hangar inspections. Establishment of fire and safety regulations including fuel dispensing, and management of hazardous materials.

Task 2.4 – Vehicle Use

Document industry and FAA standards for motor vehicle operations on the airport. Establish procedures in case of accidents involving vehicles on the airport. Establish vehicle parking regulations.

Task 2.5 – Special Events

Document industry and FAA standards for conducting special events on the airport. Special events are typically annual or one-off events that may impact the normal operations of the airport.

Task 2.6 – Personal Conduct

Discussion of reasonable rules for personal conduct to include compliance with signs, pollution and sanitation, control of personal pets, procedures following any accident that causes damage to the airport or airport facilities,

Task 2.7 - Enforcement

Documentation of enforcement methods including contacting local law enforcement, cease and desist orders, and removal of property (i.e. derelict aircraft).

Task 2.8 – Draft and Final Document

Prepare a draft summary report conveying the rules and regulations. An electronic copy of the summary report will be provided to Airport management for review.

Based upon comments and input from the review of the draft summary report, prepare a final summary report. Five hard copies and one electronic copy will be provided as the final work product.

ELEMENT 3 – UPDATE AIRPORT MINIMUM OPERATING STANDARDS

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, un-safe, or inadequate service. The adoption and enforcement of such Minimum Operating Standards ensures that those individuals, or entities, engaged in commercial aeronautical activities are reasonably fit, willing, and able to provide both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, aviation users, and the public.

Minimum Standards have been in place at many airports nationwide and are supported by the FAA. The FAA objective in recommending the development of Minimum Operating Standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations.

The Minimum Operating Standards specific to the Airport contain the minimum levels of service, facilities, staffing, insurance, and environmental compliance that must be met by the prospective service provider. The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the Airport, airport patrons, and established aeronautical activities.

Task 3.1 – Establish Operating Categories

Description: Working with Airport management establish each category of potential operations for which Minimum Operating Standards are to be established. Typical categories include fixed base operators (FBO), aircraft fueling providers, specialized aviation service operations (SASO), aircraft maintenance repair, air taxi/charter operations, flight training, aircraft rental, etc.

Task 3.2 – Minimum Operating Standards Worksheet

Description: Develop worksheets identifying the products, services, and facilities currently being provided by the airport's FBOs and SASOs and provide baseline minimum standards recommendations. Discuss by conference call with airport management to review worksheets and solicit comments, input, and direction.

Task 3.3 – Draft and Final Document

Prepare a draft summary report conveying the updated Minimum Operating Standards for OAR. An electronic copy of the summary report will be provided to Airport management for review.

Based upon comments and input from the review of the draft summary report, prepare a final summary report. Five hard copies and one electronic copy will be provided as the final work product.

ELEMENT 4 – STANDARD LEASE AND PERMIT TEMPLATES

Task 4.1 – Standard Lease and Permit Templates

Airport management to provide current leases for both aviation and non-aviation uses on the airport. Consultant to review the leases and identify areas of potential concern. Documentation of industry and FAA standards relating to lease terms. Consultant to develop basic lease templates for use of airport property. In addition, prepare a permit template for Lease Application and Operators License. Prior to use of any lease templates developed by the consultant Airport management should have the city attorney review and approve the use of the templates as the consultant makes no claims regarding the legal standing of the lease templates.

ELEMENT 5 – PUBLIC COORDINATION AND APPROVALS

Updating Airport Rates and Fees, Rules and Regulations, and Minimum Operating Standards can be contentious, especially with current airport tenants who may be used to operating a certain way. It is recommended that the airport involve airport tenants and host a public comment period before finalizing the updated Rates and Fees, Rules and Regulations, and Minimum Operating Standards for OAR.

Task 5.1 – Prepare Public Review Draft Documents

Description: Review draft documents with Airport and City management and make any final edits to the draft rules and regulations and minimum standards. Submit the public draft documents for review by airport operators, tenants, and other interested parties to provide input. An electronic copy will be provided to the City for publication as they prefer.

Task 5.2 – Public Forum

Description: Conduct a public forum to provide the opportunity for airport operators, other tenants, and interested parties to provide input. The forum will be conducted following a 30-day public review period. A two-week period will be provided after the forum for the public to provide additional comments.

Task 5.3 – Prepare Final Documents

Description: Following the public forum, revise the documents as necessary. Make the final documents available for public review for a period of 30-days. Finalize the documents following the 30-day review period. Prepare final documents and print five copies and provide one electronic copy of the Rates and Fees Study, the Rules and Regulations, and the Minimum Standards.

EXHIBIT B - PROJECT COST
Marina Municipal Airport (OAR)
Airport Operating Documents Update

		Coffman Associates (Hourly Rates)						
		Principal	Senior Professional	Professional	Technical/ Support	Total Labor	Expenses	Total
		\$ 313	\$ 287	\$ 153	\$ 117			
Element 1 – Market Rent Study and Rates and Fees Analysis								
Task 1.1	Study Initiation/Project Management	16	0	0	8	\$5,944	\$0	\$5,944
Task 1.2	Airport Profile	0	0	8	8	\$2,160	\$0	\$2,160
Task 1.3	Federal Guidelines	4	0	8	8	\$3,412	\$0	\$3,412
Task 1.4	Comparative Analysis of Market Rents and Rates and Fees Analysis	12	12	0	12	\$8,604	\$0	\$8,604
Task 1.5	Fee Recommendations	4	4	0	0	\$2,400	\$0	\$2,400
Task 1.6	Draft and Final Summary Report (5 print copies)	8	8	0	8	\$5,736	\$125	\$5,861
Element 1 Subtotal		44	24	16	44	\$28,256	\$125	\$28,381
Element 2 – Airport Rules and Regulations Update								
Task 2.1	Inventory	0	8	0	0	\$2,296	\$0	\$2,296
Task 2.2	Establish General Regulations	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.3	Aeronautical Use of the Airport	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.4	Vehicle Use	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.5	Special Events	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.6	Personal Conduct	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.7	Enforcement	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.8	Draft and Final Documents (5 print copies)	16	8	0	24	\$10,112	\$125	\$10,237
Element 2 Subtotal		16	40	0	24	\$19,296	\$125	\$19,421
Element 3 – Airport Minimum Operating Standards Update								
Task 3.1	Establish Operating Categories	0	8	0	0	\$2,296	\$0	\$2,296
Task 3.2	Minimum Operating Standards Worksheet	0	8	0	0	\$2,296	\$0	\$2,296
Task 3.3	Draft and Final Document (5 print copies)	8	8	0	24	\$7,608	\$125	\$7,733
Element 3 Subtotal		8	24	0	24	\$12,200	\$125	\$12,325
Element 4 – Standard Lease and Permit Templates								
Task 4.1	Prepare Standard Lease and Permit Templates	8	16	0	8	\$8,032	\$0	\$8,032
Element 4 Subtotal		8	16	0	8	\$8,032	\$0	\$8,032
Element 5 - Public Coordination and Approvals								
Task 5.1	Prepare Public Review Draft Documents	8	0	0	0	\$2,504	\$800	\$3,304
Task 5.2	Public Forum	16	16	0	24	\$12,408	\$3,055	\$15,463
Task 5.3	Prepare Final Documents (5 print copies)	4	8	0	24	\$6,356	\$125	\$6,481
Element 5 Subtotal		28	24	0	48	\$21,268	\$3,980	\$25,248
Project Summary Total								
Coffman Associates, Inc.								
Element 1 – Market Rent Study and Rates and Fees Analysis		44	24	16	44	\$28,256	\$125	\$28,381
Element 2 – Airport Rules and Regulations Update		16	40	0	24	\$19,296	\$125	\$19,421
Element 3 – Airport Minimum Operating Standards Update		8	24	0	24	\$12,200	\$125	\$12,325
Element 4 – Standard Lease and Permit Templates		8	16	0	8	\$8,032	\$0	\$8,032
Element 5 - Public Coordination and Approvals		28	24	0	48	\$21,268	\$3,980	\$25,248
Coffman Associates, Inc. Total		104	128	16	148	\$89,052	\$4,355	\$93,407

EXHIBIT C - 4.3.20**PROJECT SCHEDULE****MARINA MUNICIPAL AIRPORT (OAR)****Airport Operating Documents Update**

		MONTHS							
	<i>NTP</i>	1	2	3	4	5	6	7	8
PROJECT ELEMENT									
Market Rent/R&S Analysis									
Rules & Regulations Update									
Minimum Operating Standards									
Lease/Permit Templates									
Public Coordination/Approvals									
Final Documents									

NTP - Notice to Proceed

EXHIBIT B - PROJECT COST
Marina Municipal Airport (OAR)
Airport Operating Documents Update

Coffman Associates (Hourly Rates)											
	Principal	Senior Professional		Professional	Technical/Support		Total Labor	Expenses	Total		
		\$	313		\$	287				\$	153
Element 1 – Market Rent Study and Rates and Fees Analysis											
Task 1.1	Study Initiation/Project Management	16		0		0		8	\$5,944	\$0	\$5,944
Task 1.2	Airport Profile	0		0		8		8	\$2,160	\$0	\$2,160
Task 1.3	Federal Guidelines	4		0		8		8	\$3,412	\$0	\$3,412
Task 1.4	Comparative Analysis of Market Rents and Rates and Fees Analysis	12		12		0		12	\$8,604	\$0	\$8,604
Task 1.5	Fee Recommendations	4		4		0		0	\$2,400	\$0	\$2,400
Task 1.6	Draft and Final Summary Report (5 print copies)	8		8		0		8	\$5,736	\$125	\$5,861
	Element 1 Subtotal	44		24		16		44	\$28,256	\$125	\$28,381
Element 2 – Airport Rules and Regulations Update											
Task 2.1	Inventory	0		8		0		0	\$2,296	\$0	\$2,296
Task 2.2	Establish General Regulations	0		4		0		0	\$1,148	\$0	\$1,148
Task 2.3	Aeronautical Use of the Airport	0		4		0		0	\$1,148	\$0	\$1,148
Task 2.4	Vehicle Use	0		4		0		0	\$1,148	\$0	\$1,148
Task 2.5	Special Events	0		4		0		0	\$1,148	\$0	\$1,148
Task 2.6	Personal Conduct	0		4		0		0	\$1,148	\$0	\$1,148
Task 2.7	Enforcement	0		4		0		0	\$1,148	\$0	\$1,148
Task 2.8	Draft and Final Documents (5 print copies)	16		8		0		24	\$10,112	\$125	\$10,237
	Element 2 Subtotal	16		40		0		24	\$19,296	\$125	\$19,421
Element 3 – Airport Minimum Operating Standards Update											
Task 3.1	Establish Operating Categories	0		8		0		0	\$2,296	\$0	\$2,296
Task 3.2	Minimum Operating Standards Worksheet	0		8		0		0	\$2,296	\$0	\$2,296
Task 3.3	Draft and Final Document (5 print copies)	8		8		0		24	\$7,608	\$125	\$7,733
	Element 3 Subtotal	8		24		0		24	\$12,200	\$125	\$12,325
Element 4 – Standard Lease and Permit Templates											
Task 4.1	Prepare Standard Lease and Permit Templates	8		16		0		8	\$8,032	\$0	\$8,032
	Element 4 Subtotal	8		16		0		8	\$8,032	\$0	\$8,032
Element 5 - Public Coordination and Approvals											
Task 5.1	Prepare Public Review Draft Documents	8		0		0		0	\$2,504	\$800	\$3,304
Task 5.2	Public Forum	16		16		0		24	\$12,408	\$3,055	\$15,463
Task 5.3	Prepare Final Documents (5 print copies)	4		8		0		24	\$6,356	\$125	\$6,481
	Element 5 Subtotal	28		24		0		48	\$21,268	\$3,980	\$25,248
Project Summary Total											
Coffman Associates, Inc.											
Element 1 – Market Rent Study and Rates and Fees Analysis		44		24		16		44	\$28,256	\$125	\$28,381
Element 2 – Airport Rules and Regulations Update		16		40		0		24	\$19,296	\$125	\$19,421
Element 3 – Airport Minimum Operating Standards Update		8		24		0		24	\$12,200	\$125	\$12,325
Element 4 – Standard Lease and Permit Templates		8		16		0		8	\$8,032	\$0	\$8,032
Element 5 - Public Coordination and Approvals		28		24		0		48	\$21,268	\$3,980	\$25,248
	Coffman Associates, Inc. Total	104		128		16		148	\$89,052	\$4,355	\$93,407

April 2, 2020

Item No. **8g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020- ,
APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT
OF \$93,407 WITH COFFMAN ASSOCIATES TO UPDATE OPERATING
DOCUMENTS AND ESTABLISH STANDARD LEASE RATES FOR THE
MARINA MUNICIPAL AIRPORT (OAR); INCREASE APPROPRIATIONS IN
THE FY 2019-20 BUDGET, AIRPORT OPERATIONS FUND 555 IN THE
AMOUNT OF \$93,407; AUTHORIZE THE CITY MANAGER TO ACCEPT THE
PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF
OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving a consultant services agreement in the amount of \$93,407 with Coffman Associates to update operating documents and establish standard lease rates for the Marina Municipal Airport (OAR); and
2. Increase appropriations in the FY 2019-20 Budget, Airport Operations Fund 555 in the amount of \$93,407; and
3. Authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

BACKGROUND:

The Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA), which monitors and ensures that the airport acts within its Grant Assurances imposed since the U.S. Army deeded the facility to the City. The most recent rent study for the Marina Municipal Airport was conducted in 2015. The FAA recommends airports conduct the specialized airport to airport comparison-based rent study to establish aviation and non-aviation market rates for the airport. The rent study should then be updated every five to seven years essentially resetting the market rate for the next five to seven-year period. Furthermore, the airport needs to ensure that its operating documents are up to date.

ANALYSIS:

Airport staff has sought a proposal from Coffman Associates to update the operating documents and establish standard lease rates for the Marina Municipal Airport. Coffman Associates provided a proposal to perform these services (“**EXHIBIT A**”). The Scope of Services includes:

- Market Rent Study and Rates & Fees Analysis of similar airports;
- Update the Airport Rules and Regulations;
- Update the Airport Minimum Operating Standards;
- Develop standard lease and permit templates;
- Public coordination and approval meetings.

The first phase of the scope will be to conduct the Market Rent Study and Rates and Fees Analysis. This will be followed closely by developing standard lease and permit templates for the airport property. This work is set to be completed first in order to meet FAA requirement.

The next phase of the work plan will be to update the Rules and Regulations (update to the 1996 Operating Ordinance). The owners of federally obligated airports have the responsibilities for instituting Rules and Regulations for the safe and efficient operation of an airport. The Federal Aviation Administration (FAA) also encourages an airport owner (sponsor) to establish Rules and Regulations for the safe operation and use of its airport.

The third phase of the scope of work includes updating the airport minimum operating standards. Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport.

FISCAL IMPACT:

Should the City Council approve this request, the cost of the proposed consultant services is estimated at \$93,407 and was not included in the FY 2019-20 Adopted Airport Budget. Funding will come from available fund balance of the Airport Operations Fund 555 currently estimated to be \$1,465,000.

The Adopted FY 2019-20 Budget, Airport Operations Fund, Professional Services Other, Account No. 555.000.000.00-006300.570 will be amended to increase appropriations by \$93,407. The cost for these services will be recorded to this same account.

CONCLUSION:

This request is submitted for City Council consideration and direction to staff.

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina