

RESOLUTION 2025-MM

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE EXECUTION OF AN OPERATION AND MAINTENANCE AGREEMENT FOR SWANSON FIELD WITH EATONVILLE AIR FORCE

WHEREAS, Swanson Field (“Airport”) is a publicly operated, public use airport encompassing over ten acres within the Town of Eatonville; and

WHEREAS, the Town has historically provided financial support from the Town’s general fund for Airport operation expenses, including but not limited to general liability insurance and matches for state grants; and

WHEREAS, management and maintenance of the Airport has been largely accomplished through volunteer support, including an airport commission, whose members assess the conditions of the Airport and the surrounding affected area and recommend to the Mayor and/or Town Council municipal code adoption or changes, capital improvements and maintenance coordination for a sustained airport with good management practices; and

WHEREAS, Airport Management is desirous of entering into a contract with the Town to assume the management and operations of the Airport and the Town believes such an arrangement is in the public interest; and

WHEREAS, in consideration for the mutual promises in this Agreement, the sufficiency of which is acknowledged by both Parties, Management does hereby agree to assume responsibility for management and operations of the Airport, upon the following terms and conditions, now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the Operation and Maintenance Agreement for Swanson Field with Eatonville Air Force, attached hereto as Exhibit A,

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 27th day of October 2025.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2025-MM

AGREEMENT BETWEEN TOWN OF EATONVILLE AND EATONVILLE AIR FORCE REGARDING OPERATION AND MANAGEMENT OF SWANSON FIELD

THIS SWANSON FIELD OPERATION AND MANAGEMENT AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 20____, by and between the Town of Eatonville, State of Washington, a municipal corporation existing by and under the authority of the laws of the State of Washington (“**Town**”) further defined below, and Eatonville Air Force, a Washington 501(c)(3) corporation, (“**Management**”). The Town and Management may be referred to individually herein as a “Party” or collectively as the “Parties.”

I. RECITALS

- A. **WHEREAS**, Swanson Field (“**Airport**”) is a publicly operated, public use airport encompassing over ten acres within Town limits; and
- B. **WHEREAS**, the Town has historically provided financial support from the Town’s general fund for Airport operation expenses, including but not limited to general liability insurance and matches for state grants; and
- C. **WHEREAS**, management and maintenance of the Airport has been largely accomplished through volunteer support, including an airport commission, whose members assess the conditions of the Airport and the surrounding affected area and recommend to the Mayor and/or Town Council municipal code adoption or changes, capital improvements and maintenance coordination for a sustained airport with good management practices; and
- D. **WHEREAS**, Management is desirous of entering into a contract with the Town to assume the management and operations of the Airport and the Town believes such an arrangement is in the public interest;

NOW THEREFORE, in consideration for the mutual promises in this Agreement, the sufficiency of which is acknowledged by both Parties, Management does hereby agree to assume responsibility for management and operations of the Airport, upon the following terms and conditions:

II. AGREEMENT

1. Term. The term of this Agreement shall be for a period of 25 years commencing from the date of mutual execution of this Agreement to December 31, 2050, unless sooner terminated as provided in Paragraph 14. At the expiration of the Initial Term, this Agreement can be renewed for a period of 10 years, unless, no later than six (6) months prior to the expiration of the Initial Term, the Town provides written notice to Management of the Town’s intent to terminate the Agreement.

2. Property Covered by Agreement. The Airport is comprised of three county tax parcels, two owned by Landings at Mt. Rainier LLC (0416141043 & 0416144131) and one owned by the Town of Eatonville (041614015). An aerial photo is attached as **Exhibit A** which shows the approximate boundaries of the property that will be under Management's control and subject to the provisions of this Agreement.
3. Responsibility for Management and Operation. In accordance with policy established by the Town, Management shall oversee, and is solely responsible for, the efficient administration, operation, and maintenance of the airport. Management, as part of its duties and responsibilities, shall:
 - a. Conduct or provide for regular inspections of all airport physical properties, including runway, lighting systems, navigational equipment, automobile parking areas and access roads ("**Airport Facilities**");
 - b. Make, or direct other qualified individuals or companies to make routine repairs, replacements, and improvements to the Airport Facilities in a timely and efficient manner; requisition from the Town or purchase, small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other expenditures exceeding \$5,000.00; keep a complete and accurate record of all maintenance work performed on the Airport, and make reports to the Town, as requested in writing by the Town;
 - c. Determine current and future maintenance and improvement needs and prepare plans to fulfill these needs; make recommendations to the Town for current and future development of the Airport Facilities; and coordinate all development and improvements of the Airport Facilities with the proper local, state, and federal agencies, design professionals, aviation organizations, and public interest groups;
 - d. Recommend to the Town ordinances and regulations relating to the safe and efficient operation of the Airport, and governing the use of the Airport, including parking; and ensure enforcement of all ordinances and regulations concerning the Airport;
 - e. Serve as a liaison between the Town and Airport users;
 - f. Develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain airport activities, tenants and their employees, and all entities with an interest in the airport;
 - g. Establish and maintain appropriate airport accounts, and prepare periodic and special operations and financial reports, including annual budget requests for the Town. Airport accounts shall be subject to audit by the Town;
 - h. Supervise airport operations, maintenance, and security personnel;

- i. Coordinate and direct the timely and efficient maintenance of the entire airport facility, either directly or by written assignments and procedures with qualified contractors;
 - j. Promptly notify the Federal Aviation Administration, Flight Service Station, and WASDOT Aviation Division of all conditions affecting the safe use of the Airport; and
 - k. Participate in conferences and meetings of aeronautical and civic organizations for the promotion of aviation activity in the community; provide public outreach on airport progress and service; and coordinate the plans and ensure that safe operating procedures are followed for air shows, demonstrations, and exhibitions at the airport.
4. Financial Responsibility. Management shall not expend any Town funds in support of the management and operation of the Airport except in accordance with a Town Council approved budget. All contracts relating to the management and operation of the Airport shall be approved by the Town Council and executed by the Mayor.
5. Non-Discrimination and Equal Opportunity to Participate. Management agrees on behalf of itself and any future successors or assigns that:
- a. No person shall be excluded from participation in the use of Airport Facilities on the grounds of race, color, religion, or national origin, or be denied benefits accorded others, or be otherwise subjected to discrimination in the use of all Airport Facilities;
 - b. In the construction and maintenance of any improvements on, over, or under the Airport and the furnishing of services thereon or therein, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, religion, or national origin; and
 - c. Management shall use the Airport Facilities in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; *Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*, and as said Title 49 Regulations may be amended.
6. No Grant of Exclusive Rights. Nothing in this Agreement shall be construed to authorize or grant to the Management any exclusive right or privilege in connection with any current or future business or activity on the airport in which the Management may have an interest or association.
7. No Assignment Without Consent. Management shall not assign or delegate any of its duties or responsibilities under this Agreement without the prior written approval of the Town, which shall not be unreasonably withheld, conditioned, or delayed.
8. Insurance-Electricity. The Town's general fund will maintain municipal comprehensive

insurance for the Airport. The Town will also provide electricity to runway lighting out of the general fund.

9. Assurance of Airport Compatible Development. The Town will notify and consult with Management in a timely manner of all development applications that lie within Maps A and C of the Airport Overlay District attached to Ordinance 2007-05 on file in the Town's Public Works Department offices. A copy of Ordinance 2007-05 and Maps A and C are attached as **Exhibit B** to this Agreement.
10. Mutual Indemnity. Each party to this Agreement agrees to defend, indemnify, and hold harmless the other party, its officers, employees, elected officials, contractors and volunteers, from and against any and all liability, loss, cost, damage and expense, including but not limited to, costs and attorney's fees in defense thereof because of actions, claims, or lawsuits for damage because of personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and for any damage to property, including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the first party's negligence or willful misconduct under this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both parties, each party's liability shall be only to the extent of its negligence.

This duty to defend, indemnify and hold harmless shall apply regardless of whether a claim is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and each party waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless. This duty to defend, indemnify and hold harmless shall apply regardless of whether this Agreement is executed after the services described herein begin and shall extend to claims arising after this Agreement is terminated.

11. Airport Access. Access to the Airport shall be provided to all users subject to the non-discrimination provisions in Paragraph 5, and in accordance with applicable federal, state, and local laws and regulations. Management, with prior approval of The Town when possible, reserves the right to temporarily restrict or close the airport in the event of an aircraft accident, emergency, special event, or for necessary maintenance, repair, or improvements. If management is unable to obtain prior approval from The Town for a closure, they will notify the town as soon as possible. Management shall limit such closures to the minimum reasonable duration necessary to restore the airport to a safe and operable condition.
12. Maintenance of Airport Access Gate System. Management shall be responsible for the maintenance of the access gate system. Provided, however, in case of emergency, police and fire shall have unrestricted access to the Airport.

13. Provision of an Annual State of the Airport Report. Management, in coordination with the Airport Committee of the Town Council, shall provide an annual “State of the Airport” report to the Town Council at their second meeting in September. This will include an annual maintenance plan and capital improvement plan.
14. Termination of Agreement. The Town may terminate this Agreement at any time, at its sole and absolute discretion, by giving not less than ninety (90) days’ written notice to Management. Management may terminate this Agreement at any time, at its sole and absolute discretion, by giving not less than ninety (90) days’ written notice to the Town.
15. Amendment. This Agreement may be amended by written agreement of the Parties, with said agreement not to be unreasonably withheld, conditioned or delayed.
16. Definitions. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford's American Dictionary, Merriam-Webster’s Dictionary, or the American Heritage Collegiate Dictionary.
17. Construction of Documents. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement and the terms of the Exhibits, the terms of the body of this Agreement shall control.
18. Recitals and Exhibits Incorporated by Reference. All Recitals and Exhibits referenced in this Agreement are hereby incorporated by this reference and shall be considered as material terms of this Agreement.
19. Integration. This Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.
20. Headings. The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
21. Obligation to Abide by Law. The Parties acknowledge their respective obligations to abide by local, county, state and federal laws and regulations which may be applicable to this Agreement. Nothing herein shall prevent the Town from enforcing such laws where applicable or related to Town funding requirements.
22. Recording of Agreement. This Agreement may be recorded following execution by either Party. The recording Party shall bear the expense of recording.
23. Authority. By executing this Agreement, each Party represents and warrants that it has

taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Agreement is valid and binding for all purposes articulated herein.

24. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.
25. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

Town of Eatonville

c/o Town Mayor
201 Center St W
Eatonville, WA 98328
Phone: 36-832-3361
Email: mayor@eatonville-wa.gov

Eatonville Air Force

c/o _____

Phone: _____
Email: _____

26. Dispute Resolution. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.
- a. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's written request for such a meeting.
- b. If unable to resolve dispute through good faith negotiation, the venue for any unresolved dispute will be Pierce County Superior Court.
27. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
28. Severability. This Agreement does not violate any federal or state statute, rule, regulation, or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.
29. Cooperation in Execution of Documents. The Parties agree to promptly execute and deliver

all additional documents that may be necessary to render this Agreement practically effective. This Paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

30. Exhibits. This Agreement includes the following exhibits which are incorporated by reference herein:
- a. **Exhibit A** - A sketch of the Airport is attached as Exhibit A and shows the approximate boundaries of the property that will be under Management's control and subject to the provisions of this Agreement.
 - b. **Exhibit B** - Ordinance 2007-05 and Maps A and C.
31. Full Understanding. The Parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

Agreed upon and signed on this ____ day of _____, 2025.

Town of Eatonville

David Baublits
Mayor

Approved as to Form:
Town of Eatonville City Attorney

Oskar Rey

Eatonville Air Force

Jim Bieker
Eatonville Air Force President