City of Deer Park
City Council Agenda
November 16, 2016
7:00 p.m.

This preliminary agenda is subject to change in order to conduct business in a timely manner.

1. **Call to Order**
   Roll Call: Mayor Robert Whisman
   Councilmember's: Dee Cragun, Mary Babb, Tim Verzal, Don Stevens and Joe Polowski
   Clerk/Treasurer: Deby Cragun

2. **Invocation**

3. **Pledge of Allegiance & Welcome**

4. **Approval of Agenda**

5. **Approval of November 2, 2016 regular council meeting minutes and November 9, 2016 special council meeting minutes.**

6. **Public Hearings**
   A. Ad Valorem Taxes for 2017~ Ordinance 2016-964
   B. 2017 Revenue Sources

7. **New Business**
   A. Check Cancellation Request

8. **Resolutions**
   A.

9. **Ordinances (Waive Three Reading Process)**
   A. Ordinance 2016-964 ~ 2017 Ad Valorem Taxes

10. **Consent Agenda**
    A. Approval of Voucher Claim Check Nos. 35313 through 35363 including EFT Debits in the amount of $523,612.52 for the first half of November 2016.
    B. Deer Park Municipal Airport Use Agreement ~ Schroeder Family Motor Sports.
    C. Approval of Labor Agreements by and Between the City of Deer Park and Teamster Union Local 690 for Hourly and Supervisory Employees.

11. **Interested Citizens: Oral Communications, Requests, Comments from Audience**

12. **Report of Departments**

13. **Report of Officers**

14. **Executive Session**

15. **Adjournment**

Americans with Disabilities Act (ADA) accommodations provided upon request

City of Deer Park
City Council Minutes
November 02, 2016

Mayor Whisman called the meeting to order at 7:00 p.m.

ROLL CALL
Mayor Whisman called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Tim Verzal, Don Stevens and Joe Polowski
Staff:	Roger Krieger
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Economic Developer	Joe Tortorelli
Clerk/Treasurer:	Deby Cragun
Audience: 7	

2. Invocation

Jeromy Waunch, from the Vine Community Church gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE AGENDA AS PRESENTED.

5. Approval of October 17, 2016 special council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE OCTOBER 17, 2016 SPECIAL COUNCIL MEETING MINUTES AS PRESENTED.

6. Public Hearings
A. Ad Valorem Taxes for 2017~ Ordinance 2016-964
B. 2017 Revenue Sources

Mayor Whisman reviewed the Public Hearing procedures and opened the hearing at 7:02 p.m.

Mayor Whisman asked for comments from the public on the Ad Valorem Taxes and Revenue Sources.

There were no public Comments.

The Public Hearing was closed at 7:05 p.m.

7. New Business
A. Airport Lease Plan Approval #4

Darold Schultz reviewed the Airport Lease Plan Update#4.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE THE AIRPORT LEASE PLAN UPDATE #4.

MOTION CARRIED 5-0.

B. Extension No. 1 to City of Deer Park Engineering Services Agreement General Services ~ J-U-B Engineers, Inc.

Roger Krieger reviewed Extension No. 1 to the City of Deer Park's Engineering Services Agreement for General Services with J-U-B Engineers.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL, TO:

APPROVE EXTENSION NO. 1 TO CITY OF DEER PARK ENGINEERING SERVICES AGREEMENT GENERAL SERVICES ~ J-U-B ENGINEERS, INC.

MOTION CARRIED 5-0.

8. Resolutions

No Resolutions

9. Ordinances

No Ordinances

10. Consent Agenda

Items listed below were distributed to Council Members in advance for study and were enacted with one motion.

IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.

A. Approval of Voucher Claim Check Nos. 35274 through 35312 in the amount of $130,169.32 for the last half of October 2016.
B. Approval of Payroll Check Nos. 12360 through 12390 including 941 Taxes in the amount of $90,583.13 for the month of October 2016.

11. Interested Citizens: Oral Communications, Requests, Comments from Audience

Jim Palmer Sr. stated the Deer Park Chamber Auction was very successful and he wanted to give Jeff Hickethier a big thank you for all his help with the auction.
Joe Tortorelli made an announcement to the Mayor and Council that Metal Roll Forming Systems will be building a 5,000 sq. ft. building on the parcel of land owned by the owner of Metal Roll Forming Systems on Cedar Road.

12. Report of Officers

Councilmember Verzal wanted to compliment Jim Palmer Sr. on a job well done with the Chamber Auction and to also compliment Darold Schultz on the great job he did with the sign for the Airport.
Councilmember Polowski stated the Pumpkin Lane Car Show raised $275.00 for Pumpkin Lane.
Mayor Whisman stated the Christmas Tree Lighting for 2016 has been scheduled for December 10, 2016 at 5:00 p.m.

13. Executive Session

There was no executive session

14. Adjournment

There being no further business before the Council, Mayor Whisman adjourned the meeting at 7:23 P.M.

Mayor Robert Whisman

Deby Cragun, City Clerk/Treasurer

City of Deer Park
Special City Council Minutes
Budget Planning Workshop
November 09, 2016

1. Call to Order

Mayor Whisman called the meeting to order at 5:30 p.m.

ROLL CALL

Mayor Whisman called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Tim Verzal, Don Stevens and Joe Polowski
Clerk/Treasurer:	Deby Cragun
Staff:	Roger Krieger and Brian Ramsden
Airport Manager:	Darold Schultz, Schultz's Aviation, LLC

2. 2017 Budget Workshop Discussion

Mayor Whisman opened the meeting by explaining his ideas for the 2017 Budget.

Council member Cragun stated she would like to look into a Splash Pad for Swinyard Park but wanted a consensus of the Council before she moved forward. There was concurrence from the Council to obtain information regarding the construction and maintenance of a Splash Pad and report back in the future.
Council member Polowski spoke to Law Enforcement and the prevalence of petty crime in our area. Mr. Polowski asked about the possibility of gaining an additional Deputy. *Mayor Whisman* stated he would contact the Sheriff's office to talk about the Council's concerns.

Staff presented their various expense and revenue portions to the 2017 Budget.

Darold Schultz reviewed the proposed 2017 Airport Budget.

Roger Krieger spoke to the Deer Park Chamber of Commerce's request to have the City help with the cost of a new digitized sign to replace its existing sign on Highway 395 leading into Deer Park. Following discussion, the City Clerk will look into an application process for Lodging Tax Funds.

3. Adjournment

Budget Planning Workshop ended at 6:35p.m.

Mayor Robert Whisman

Deby Cragun, Clerk/Treasurer

CITY OF DEER PARK

PRELIMINARY BUDGET 2017

Fund	Description	Est. Beg. Fund Bal.	Revenues	Expenditures	Est. End. Fund Bal.
001	General Fund	$350,000.00	$1,941,815.00	$2,257,408.00	$34,407.00
002	General Reserve Fund		$65,000.00		$65,000.00
003	Light Industrial Area	$71,458.00	$79,600.00	$91,850.00	$59,208.00
101	Street Fund	$40,000.00	$684,100.00	$724,099.00	$1.00
102	Arterial Street	$100,000.00	$595,075.00	$572,000.00	$123,075.00
106	Civic Improvement Fund	$14,500.00	$1,520.00	$1,000.00	$15,020.00
110	Airport Maintenance Reserve Fund	$36,516.00	$17,020.00	$50,000.00	$3,536.00
201	Water Debt Service Fund	$32,258.00	$0.00	$0.00	$32,258.00
202	Wastewater Revenue Bond Debt Service	$75,670.00	$0.00	$0.00	$75,670.00
204	2014 LTGO Bonds	$53,100.00	$91,850.00	$91,850.00	$53,100.00
304	Facilities Capital Improvement	$124,750.00	$250.00	$40,000.00	$85,000.00
305	Capital Improvement Fund	$51,561.00	$0.00	$30,000.00	$21,561.00
306	Golf Course Reserve Fund	$150,000.00	$0.00	$0.00	$150,000.00
400	Water Operations Fund	$433,114.00	$903,750.00	$970,636.00	$366,228.00
401	Wastewater Operations Fund	$191,595.00	$1,255,624.00	$1,097,219.00	$350,000.00
402	Wastewater's Loan Payment Fund	$227,850.00	$196,175.00	$196,025.00	$228,000.00
403	State Loan Debt Service	$255,550.00	$50,000.00	$255,550.00	$50,000.00
404	Water Improvement fund	$95,000.00	$578,501.00	$505,000.00	$168,501.00
405	Wastewater Improvement Fund	$300,000.00	$2,650,000.00	$2,625,000.00	$325,000.00
406	Golf Course Fund	$41,000.00	$85,000.00	$125,000.00	$1,000.00
411	Art Commission fund	$7,500.00	$150.00	$7,525.00	$125.00
415	Airport Fund	$77,503.00	$449,608.00	$491,862.00	$35,249.00
416	Airport Grant Fund	$70,514.00	$742,500.00	$760,000.00	$53,014.00
501	Equipment Rental fund	$95,000.00	$150,500.00	$150,000.00	$95,500.00
505	Equipment Rental Replacement Reserve	$500,000.00	$112,322.00	$59,200.00	$553,122.00
602	Cable TV Trust Fund	$3,000.00	$0.00	$0.00	$3,000.00
631	Treasurer's Suspense Fund				
	Totals	$3,397,439.00	$10,650,360.00	$11,101,224.00	$2,946,575.00
			$14,047,799.00		$14,047,799.00

DATE: November 16, 2016

TO: Mayor and Councilmembers

FROM: Deby Cragun, City Clerk/Treasurer

SUBJECT: Cancellation of Outstanding Treasurer Checks

This request is for council approval to cancel/void the below listed outstanding checks for the City of Deer Park Treasurer's account. This request is due to the length of time the checks have been outstanding. Washington Trust Bank will not honor checks with dates older than six (6) months from current.

Date Issued	Number	Payee	Amount
04/20/15	500680	Cloud 9 Cannabis Research	$30.00
08/03/15	500703	Cloud 9 Cannabis Research	$30.00
10/29/2015	500732	WLPR, LLC	$30.00
12/22/2015	500740	Paige Britton	$30.00

Request motion to cancel check numbers 500680, 500703, 500732 and 500740 totaling $120.00 for the City of Deer Park Treasurer's account.

The $120.00 will be returned to the General Fund as miscellaneous revenue.

Thank you for your consideration.

Outstanding Checks

Fiscal: 2016 - October
Outstanding Date: 11/7/2016 4:23:21 PM

Bank	Check Number	Fiscal Description	Amount
Main Acct.			
Financials			
	35218	2016 - October - October First Meeting	$80.00
	35225	2016 - October - October First Meeting	$10.00
	35255	2016 - October - October Second Meeting	$700.00
	35266	2016 - October - October Second Meeting	$291.37
	500680	2015 - April - Refund Checks	$30.00
	500703	2015 - August - Refund Checks	$30.00
	500732	2015 - October - Refund Checks	$30.00
	500740	2015 - December - Refund Checks	$30.00
	500781	2016 - October - October Refund Checks	$315.58
Totals for Financials			**$1,516.95**
Payroll			
	12365	2016 - October - October Second Meeting	$184.43
	12367	2016 - October - October Second Meeting	$3,974.52
	12369	2016 - October - October Second Meeting	$2,488.71
	12370	2016 - October - October Second Meeting	$1,718.29
	12371	2016 - October - October Second Meeting	$2,972.53
	12372	2016 - October - October Second Meeting	$2,389.25
	12373	2016 - October - October Second Meeting	$4,067.89
	12374	2016 - October - October Second Meeting	$3,702.72
	12375	2016 - October - October Second Meeting	$184.43
	12376	2016 - October - October Second Meeting	$5,111.79
	12377	2016 - October - October Second Meeting	$3,030.87
	12379	2016 - October - October Second Meeting	$184.43
	12380	2016 - October - October Second Meeting	$183.23
	12382	2016 - October - October Second Meeting	$921.89
	12383	2016 - October - October Second Meeting	$570.86
	12384	2016 - October - October Second Meeting	$18,766.87
	12385	2016 - October - October Second Meeting	$1,412.55
	12386	2016 - October - October Second Meeting	$1,125.00
	12387	2016 - October - October Second Meeting	$9,638.91
	12388	2016 - October - October Second Meeting	$115.66
	12389	2016 - October - October Second Meeting	$67.00
	12390	2016 - October - October Second Meeting	$734.00
	941 Payroll Taxes Oct 2016	2016 - October - October Second Meeting	$15,891.93
Totals for Payroll			**$79,437.76**
Totals for Main Acct.			**$80,954.71**
Grand Totals			**$80,954.71**

ORDINANCE 2016-964

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, COUNTY OF SPOKANE, TO SET THE AMOUNT TO BE RAISED BY AD VALOREM TAXES IN THE YEAR 2017.

WHEREAS, the City of Deer Park ("City") approved the following for 2016:

Amount levied in year 2016- $265,000

Current Budget certification - $275,000; and

WHEREAS, the City has met and considered its budget for the calendar year of 2017; and

WHEREAS, the population of the City is under 10,000; and

WHEREAS, the City after hearing and after duly considering all relevant evidence and testimony presented, determined that the City requires a regular levy in the amount of $275,000, which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and after refunds are made, in order to discharge the expected expenses and obligations of the City; now, therefore,

THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1: Recitals. The Recitals are made a part of this Ordinance as if set forth in full.

Section 2: Tax Levy. An increase over the 2016 regular tax levy is hereby authorized for the 2017 levy in the amount of $2,553.12, which is a percentage increase of 1% from the previous year.

This increase is in addition to any additional revenue to be paid over to the City as a result of the addition of new construction and improvements to property, any increase in the value of state assessed property, any additional amounts resulting from any annexations that have occurred, and the amount of any refunds made.

Section 3: Banking. The City Council does specifically intend to "bank" as provided in RCW 84.55.092 and WAC 458-19-065 the future levy capacity of the City which would have been allowed and available in 2016 as calculated by multiplying the 2016 tax levy by 101 percent.

Section 4: Notice to Spokane County. Pursuant to RCW 84.52.020, the City Clerk/Treasurer shall certify to the County Legislative Authority a true and correct copy of this Ordinance, as well as, the budget estimates adopted by the City Council in order to provide for and direct that the taxes levied herein shall be collected and paid to the City Clerk/Treasurer of the City of Deer Park at the time and in the manner provided by the laws of the State of Washington.

Section 5: Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

Section 7: Three Reading Waiver. The Council hereby waives the three reading process due to time being of the essence for the passing of this ordinance.

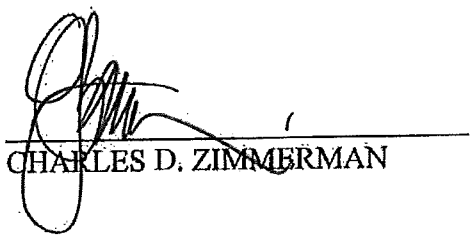
APPROVED:

_____
MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:

_____
DEBY CRAGUN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	10/21/2016
PASSED BY THE CITY COUNCIL	:	
PUBLISHED	:	
EFFECTIVE DATE	:	
ORDINANCE NO.	:	2016-964

SUMMARY OF ORDINANCE NO.2016-964

of the City of Deer Park, Washington

On the _____ day of _____ 2016, the City Council of the City of Deer Park, passed Ordinance No. 2016-964. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, COUNTY OF SPOKANE, TO SET THE AMOUNT TO BE RAISED BY AD VALOREM TAXES IN THE YEAR 2017.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____ _____, 2016

_____

DEBY CRAGUN, CITY CLERK

CITY OF DEER PARK

CLAIMS CERTIFICATION AND APPROVAL

Auditing Officer's Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the Claim is a just, due and unpaid obligation against the ***City of Deer Park,*** and that I am authorized to authenticate and certify said Claims Checks numbered **35313 through 35363 including EFT Debits in the amount of $523,612.52.**

_____

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the ***City of Deer Park*** approve the payment of Claims Checks numbered **35313 through 35363 including EFT Debits in the amount of $523,612.52 this 16th day of November 2016.**

_____ _____

_____ _____

_____

Vouchers 1st Half November 2016

Number	Vendor Name	Account Description		Amount
35313	Loon Lake CHC	D. Harper CDL Physical		$185.00
35314	American Linen	Fresheners		$58.02
		Mat Changes		$182.85
			Check Total:	$240.87
35315	Anatek Labs	Water/Wastewater Testing		$560.00
35316	Applied Solutions, LLC	R & M Scada System		$1,747.04
35317	Autozone	Supplies		$51.08
35318	Avista Utilities	Electric Utilities		$19.08
		Utilities		$15,726.78
			Check Total:	$15,745.86
35319	Banner Furnace & Fuel, Inc.	Airport Maint Contract		$243.23
35320	Berkadia G	Revenue Bond Interest		$9,328.94
		Revenue Bond Principal		$22,929.06
			Check Total:	$32,258.00
35321	BOR-Pacific Northwest	Agrimet Operations		$1,600.00
35322	Centurylink	Phone/Fax Charges		$1,656.02
35323	City of Deer Park	Fuel Surcharge1489.20 Gal		$148.92
35324	City of Deer Park	Water Bills		$1,602.94
35325	City of Deer Park	12% Utility Tax to Gen/Street Funds		$17,949.99
35326	City Service Valcon, LLC	City Fuel		$2,290.55
		Airport Fuel		$151.88
			Check Total:	$2,442.43
35327	Code Publishing CO	Web Hosting		$350.00
35328	Consolidated Electrical Distributors Inc.	Supplies		$63.90
35329	Deer Park Ace Hardware	Supplies		$6.23
		Supplies		$171.12
			Check Total:	$177.35
35330	Deer Park Chamber of Commerce	Deer Park Chamber Assistance		$700.00
35331	Deer Park Tire	Junk Tire Disposal		$22.40
		Grader Tire Repair		$59.46
			Check Total:	$81.86
35332	Department of Ecology	M. Reiter Cert Renewel		$30.00
35333	Department of Ecology/Cashiering Section	Lagoon Design 2013 Int L1300008		$1,200.30
		Lagoon Design L1300008 Principal		$33,717.54
			Check Total:	$34,917.84
35334	Economic Development NW	Economic Develp Contract		$1,700.00

35335	Evergreen Rural Water	Confined Space Training		$270.00
				$810.00
			Check Total:	$1,080.00
35336	Fastenal	Supplies		$70.82
35337	Ferguson Waterworks	Items Purchased For Resale		$839.26
35338	Grainger, Inc.	WW Dept. Filters		$186.28
35339	Ideal Mfg., Inc.	Airport Supplies		$170.73
35340	Industrial Communications	Radio Repair		$145.21
35341	Inland Asphalt Company	Pavement Restoration		$315,084.79
35342	Inland Power And Light	Electric utility		$2,105.66
35343	Jub Engineers, Inc.	N. Dalton Well		$527.80
		Prof Svc/gma Comp Plan		$371.63
		W. Crawford Preservation Design		$10,169.96
		WW Comprehensive Plan Update		$4,177.36
		WW Storage Lagoon Liner Replacement		$22,898.09
			Check Total:	$38,144.84
35344	Napa Auto Parts	Supplies		$453.81
35345	North Central Labs of Wisconsin, Inc	Lab Supplies		$993.66
35346	Northwest Management, Inc.	DNR Pre Comm Thinning		$8,800.00
35347	Office Depot	Office Supplies		$170.87
35348	Ogden/Murphy/Wallace PLLC	Crawford/Colville Design		$3,226.37
		Legal Services Rendered		$901.99
		Professional Services		$172.42
		WW Storage Lagoon Liner Replacement		$823.50
			Check Total:	$5,124.28
35349	Owl Fence	Treatment Plant Fencing		$18,160.80
35350	Oxarc Inc.	Confined Space Air Moniter Repair		$182.71
				$595.40
			Check Total:	$778.11
35351	Postlewait Code LLC	Spokane CO Bldg/plan Checks		$5,962.89
35352	Prettyman's Septic Service	Airport Restroom Rental-Final Bill		$200.00
35353	Reliance Janitorial	City Hall Janitorial Srvcs		$490.00
35354	Schultz's Aviation, LLC	Fuel Surcharge1489.20 Gal		$148.92
35355	Spokane County Treasurer's Office	Spok CO Law Enforc Contract Over & Above		$1,907.14
35356	Spokesman-Review	Ads And Legals		$90.91
		Advertising		$118.17
		Crawford/Colville Design		$606.82
		Professional Services		$505.49
			Check Total:	$1,321.39
35357	Tokay Software	Annual Support		$380.00

35358	Tribune	Ads And Legals		$18.00
		Advertising		$18.00
			Check Total:	$36.00
35359	Verizon Wireless	City Cell Phones		$331.92
35360	Washington Dept. of Corrections	Airport Sign		$100.82
35361	Washington Trust Bank	City Credit Card Charges		$87.16
		R & M Office Equipment		$984.00
		Repair & Maintenance		$142.22
		Supplies		$257.96
		Travel/training		$573.57
			Check Total:	$2,044.91
35362	Waste Management	Clean Green Dumpster Rental		$75.14
35363	Western States Equipment	Generator Maint		$180.56
		R & M Structures		$1,291.44
		Repair & Maintenance		$2,337.95
			Check Total:	$3,809.95
EFT Debit OCT 2016 Bank Svc Fee	Washington Trust Bank	Professional Services		$41.99

Grand Total **$523,612.52**

Total Accounts Payable for Checks #35313 Through #35363 EFT Debit OCT 2016 Bank Svc Fee

Deer Park Municipal Airport
USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and SCHROEDER FAMILY MOTOR SPORTS, Washington (hereinafter "SCHROEDER FAMILY MOTOR SPORTS" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of November, 2016 agree as follows:

1. **PREMISES**.

A. Premises. The City shall allow access to SCHROEDER FAMILY MOTOR SPORTS the following premises (the "Premises"):
Portion of abandoned taxiway and runway at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated March 24, 2010, and its terms incorporated herein by this reference.
The City reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for 's intended purpose as a Driver Training area.

B. Use of Premises. The Premises shall only be used for Driver Training operations, parking and other related activity thereto, and for no other purpose without the prior written approval of the City.

C. Rules and Regulations. SCHROEDER FAMILY MOTOR SPORTS shall comply with all reasonable rules and regulations regarding the use and care of the Premises and City's DEER PARK MUNICIPAL AIRPORT as adopted or amended from time to time. SCHROEDER FAMILY MOTOR SPORTS agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. **TERM**. The term of this Use Agreement is for one (1) year beginning on November 1, 2016 and terminating October 31, 2017, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, SCHROEDER FAMILY MOTOR SPORTS shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by SCHROEDER FAMILY MOTOR SPORTS during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL**. SCHROEDER FAMILY MOTOR SPORTS shall pay to the City rental as follows:

One Hundred fifteen dollars ($115.00) per day use. Plus five dollars ($5.00) per enrolled student.

Rent shall be due and payable within thirty (30) days of receipt of invoice from the City of Deer Park. Unless other arrangements have been agreed upon, the City shall invoice the County at the end of a season of use. SCHROEDER FAMILY MOTOR SPORTS shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. SCHROEDER FAMILY MOTOR SPORTS shall notify the airport manager of any cancellations. If SCHROEDER FAMILY MOTOR SPORTS does

not pay the rent by the due date, the City may add a late charge of up to ten percent (10%) of the rent for each month rent is delinquent. If rent is not paid, SCHROEDER FAMILY MOTOR SPORTS shall be deemed to be in default of this Use Agreement. See paragraph 13. **DEFAULTS** of the Use Agreement for default terms.

4. **MAINTENANCE AND REPAIR**. SCHROEDER FAMILY MOTOR SPORTS has viewed the Premises, and accepts them in their present "AS-IS" condition, with all faults and defects. The City makes no representations about the condition or fitness for purpose of the Premises.

5. **ALTERATIONS AND IMPROVEMENTS**. SCHROEDER FAMILY MOTOR SPORTS shall make no alterations or improvements to the Premises without first having obtained the written consent of the City. Upon termination, the City has the option to require SCHROEDER FAMILY MOTOR SPORTS to remove such improvements at SCHROEDER FAMILY MOTOR SPORTS's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

6. **COMPLIANCE WITH LAWS**. SCHROEDER FAMILY MOTOR SPORTS shall comply with all state, federal and local laws and regulations and the rules of the City, as amended from time to time. SCHROEDER FAMILY MOTOR SPORTS shall indemnify, defend, and hold the City harmless from all expense directly or indirectly related to the noncompliance by SCHROEDER FAMILY MOTOR SPORTS of governing law, regulations and/or rules of the City.

SCHROEDER FAMILY MOTOR SPORTS expressly represents that all of SCHROEDER FAMILY MOTOR SPORTS's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that SCHROEDER FAMILY MOTOR SPORTS specifically shall not use, store, keep or maintain in, on or about the Premises any hazardous substances and/or wastes, toxic materials, or solid wastes within Deer Park Municipal Airport and immediate properties bordering the City's properties.

8. **SITE SPECIFIC REQUIREMENTS**. SCHROEDER FAMILY MOTOR SPORTS shall limit Driver training activities to SCHROEDER FAMILY MOTOR SPORTS, its officials, employees, and volunteers. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway to access the training site. Access shall be via Missile Site Road only. Participants and visitors shall not consume or expose themselves to water from the irrigation sprinklers. This water is treated municipal waste water. Sprinklers shall not be tampered with or disabled.

9. **SAFETY RULES, TIME OF USE**. SCHROEDER FAMILY MOTOR SPORTS shall be solely responsible for the safety and security of all participants and visitors. The City of Deer Park and Deer Park Municipal Airport assume no responsibility for the safety of participants or visitors.

10. **INDEMNIFICATION, LIABILITY INSURANCE**. The City and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including , but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the SCHROEDER FAMILY MOTOR SPORTS in, on or about the Premises by SCHROEDER FAMILY MOTOR SPORTS, its employees, agents, volunteers and invitees. SCHROEDER FAMILY MOTOR SPORTS and SCHROEDER FAMILY MOTOR SPORTS agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by SCHROEDER FAMILY MOTOR SPORTS, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property,

caused by or resulting from the negligence of the SCHROEDER FAMILY MOTOR SPORTS, or the SCHROEDER FAMILY MOTOR SPORTS's employees, agents, volunteers and invitees while engaging in or arising from the SCHROEDER FAMILY MOTOR SPORTS'S use of the Airport pursuant to the terms of this Use Agreement. In addition, SCHROEDER FAMILY MOTOR SPORTS shall maintain general liability insurance coverage in a minimum amount of $1,000,000 per occurrence. The City shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled without first having given the City thirty (30) days advance written notice of an intended cancellation. SCHROEDER FAMILY MOTOR SPORTS shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE**. SCHROEDER FAMILY MOTOR SPORTS shall not assign, transfer or sublet the Premises.

12. **TERMINATION-HOLDING OVER**. Upon termination, SCHROEDER FAMILY MOTOR SPORTS shall return the Premises and adjoining areas used by SCHROEDER FAMILY MOTOR SPORTS to the City in clean condition, and in a condition acceptable to the City. If SCHROEDER FAMILY MOTOR SPORTS shall, without the consent of the City, hold over after the expiration or termination of the tenancy, SCHROEDER FAMILY MOTOR SPORTS shall pay to the City the rate of one and one-half (1 ½) times the then current rent, and SCHROEDER FAMILY MOTOR SPORTS shall be bound by all of the provisions of this Use Agreement.

The City reserves the right to terminate said Use Agreement upon ten (10) days written notice to the SCHROEDER FAMILY MOTOR SPORTS without cause.

13. **DEFAULTS**. Time is of the essence, and if SCHROEDER FAMILY MOTOR SPORTS is in default under this Use Agreement the City may immediately terminate this tenancy after having given SCHROEDER FAMILY MOTOR SPORTS three (3) days notice in writing in the event of nonpayment of rent, or ten (10) days notice in writing for other defaults and giving SCHROEDER FAMILY MOTOR SPORTS an opportunity to cure such defaults. If not so cured within the specified time, then the City may immediately terminate this tenancy and repossess the Premises and store any personal property found thereon, and later sell such property to reimburse the City for part of its damages. In the event of such default, SCHROEDER FAMILY MOTOR SPORTS shall be fully liable for any and all direct or indirect damages suffered by the City.

14. **ATTORNEY'S FEES**. Should a dispute arise between the parties hereto as to the effect of any provision hereof and refer said dispute to an attorney, the losing party shall pay the prevailing party's reasonable attorney's fees and costs of court, including such fees and costs on any appeal.

15. **WAIVER**. The acceptance of rent by the City after default by SCHROEDER FAMILY MOTOR SPORTS shall not be deemed a waiver of such default. No waiver by the City of any default by SCHROEDER FAMILY MOTOR SPORTS shall be construed to be a waiver of any subsequent default by SCHROEDER FAMILY MOTOR SPORTS.

16. **BINDER**. This Use Agreement is binding upon the parties hereto, their heirs, personal representative, successors in interest and assigns.

17. **MISCELLANEOUS**.

A. Inspection. The City reserves the right to enter and inspect the Premises at any reasonable time without prior notification or authorization.

B. Rules and Regulations. SCHROEDER FAMILY MOTOR SPORTS agrees to comply with all applicable rules, regulations and covenants of the City pertaining to the Premises for the general safety and convenience of the City, SCHROEDER FAMILY MOTOR SPORTS, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, SCHROEDER FAMILY MOTOR SPORTS signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the City's property or adjoining property.

C. Environmental and Premises Cleanup Costs. SCHROEDER FAMILY MOTOR SPORTS shall be fully and completely liable to the City for any and all cleanup costs and any and all other charges, fees and penalties imposed by any governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or City facilities by SCHROEDER FAMILY MOTOR SPORTS. SCHROEDER FAMILY MOTOR SPORTS shall indemnify, defend and save the City harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the City, as well as the City's attorneys' and engineers' fees and costs, as a result of SCHROEDER FAMILY MOTOR SPORTS's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

18. **NOTICES**

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by mail, postage prepaid, to the last address previously furnished by the parties hereto. SCHROEDER FAMILY MOTOR SPORTS is obligated to notify the City of current address and phone numbers. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

City of Deer Park	**Lessee**
E 316 Crawford Ave.	Schroeder Family Motorsports
PO Box F	Deron Schroeder
Deer Park WA 99006	P.O. Box 1995
(509)276-8802	Deer Park, WA. 99006
	(509) 821-0756
	schroederfamilymotorsports@gmail.com

Date of service of such notice shall be the date of postmark by the U.S. Post Office Service.

The parties hereto have executed this Use Agreement as of the day and year first above written.

CITY OF DEER PARK ATTEST:

By: _____ By: _____
Robert Whisman, Mayor Deby Cragun, City Clerk/Treasurer

Lessee

By: _____

Printed Name: Deron J. Schroeder

MEMORANDUM

DATE: **NOVEMBER 9, 2016**

TO: **CITY COUNCIL**

FROM: **MAYOR ROBERT WHISMAN**

RE: **LABOR AGREEMENTS FOR CITY EMPLOYEES AND CITY SUPERVISORY EMPLOYEES WITH TEAMSTERS UNION LOCAL 690 FROM JANUARY 1, 2017 TO DECEMBER 31, 2019**

Over the past several weeks I have communicated with Chuck Zimmerman, the City's Attorney, as he worked with Teamsters' Representative Joe Kuhn to negotiate the above-referenced City Labor Agreements. The substantive provisions in the Labor Agreements date back to the Agreements we negotiated effective January 1, 2011 with the assistance of Councilmember Don Stevens and Chuck's office.

The minor substantive revisions proposed to the current Agreements are in Section 19.2 of both Agreements. The language in this Section has been broadened to encompass potential changes in healthcare insurance laws so re-negotiation of the provision will not be required if the laws change during the term of the Agreements.

Historically, prior to 2005 and until 2009, the City services were performed by eleven (11) full time employees. In 2009, the number of employees was reduced to ten (10) with the understanding that we would wait and evaluate whether an additional office position should be created and filled. Based upon current and anticipated future workloads and system efficiencies developed and maintained by our current employees, we have determined that operating the City with only ten (10) full-time City employees continues to remain appropriate.

The employee benefits and the annual percentage wage increases (3%) are the same as we negotiated and the City Council approved in the 2010-2013 and 2014-2016 Agreements.

Both Agreements have been reviewed and approved as to form by the City's legal counsel.

Requested Action:

Motion to approve Labor Agreements between the City of Deer Park and Teamsters Union Local 690 for Supervisory and Non-Supervisory Employees from January 1, 2017 to December 31, 2019, and authorize the Mayor to execute the Agreements on behalf of the City.