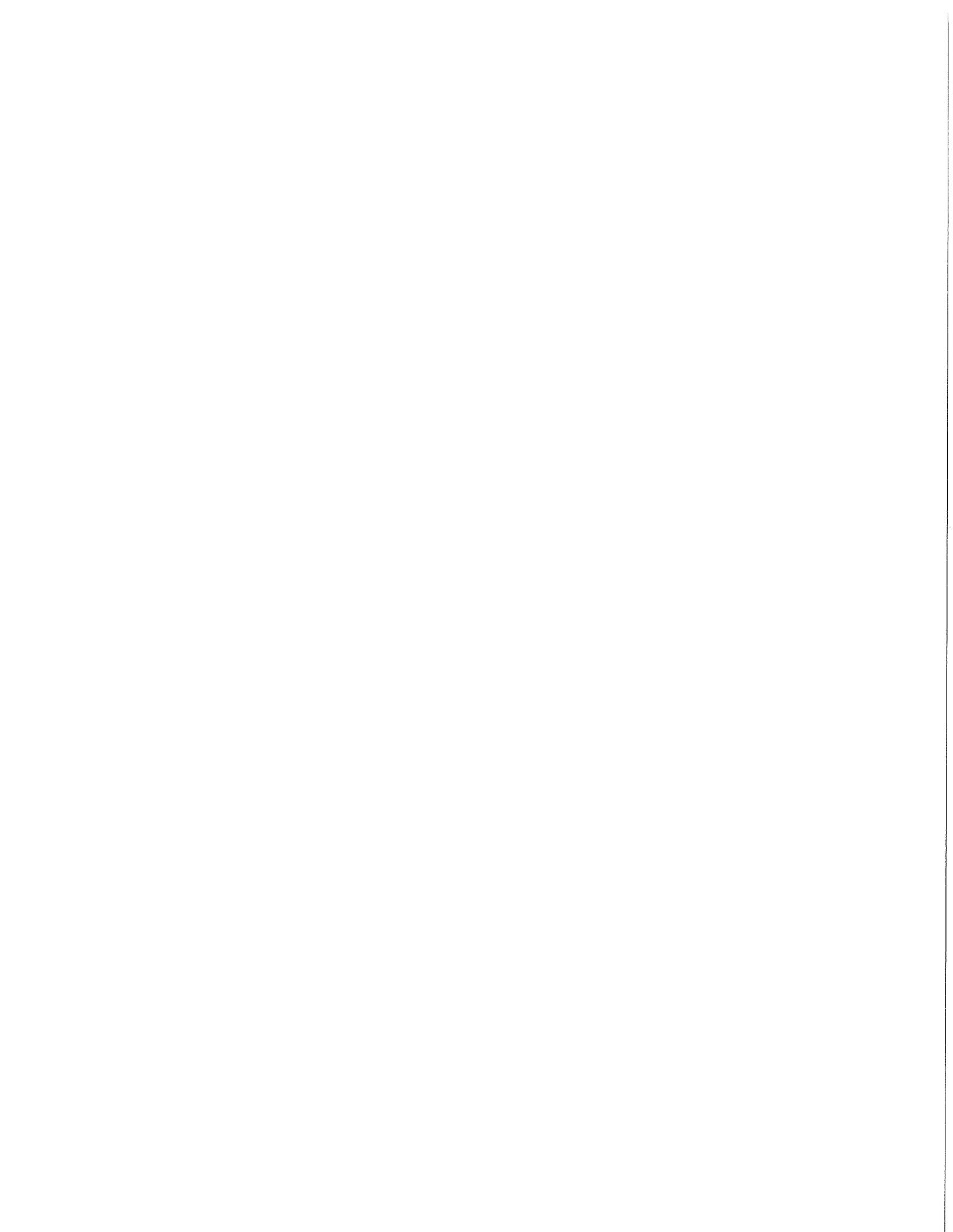


**City of Deer Park
City Council Agenda
February 03, 2016
7:00 p.m.**

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 January 20, 2016 regular council meeting minutes**
- 6. New Business**
 - A. Eagle Scout Presentation ~ Carson Griffin
 - B. Airport Forest Stewardship Plan Application
 - C. Deer Park Airport Lease Agreement Template
 - D. Agreement for Termination of Lease ~ Emery Krahn
- 7. Resolutions**
- 8. Consent Agenda**
 - A. Approval of Voucher Claim Check Nos. 34603 through 34630 including EFT Debit in the amount of \$312,387.65 for the last half of January 2016.
 - B. Approval of Payroll Check Nos. 12070 through 12099 including 941 Taxes in the amount of \$82,211.01 for the month of January 2016.
 - C. Deer Park Municipal Airport Use Agreement ~ WA State Criminal Justice Training Commission
 - D. Deer Park Airport Lease Agreement ~ Don Morse
 - E. Deer Park Airport Lease Agreement ~ Don Morse
- 9. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 10. Report of Officers**
- 11. Executive Session**
- 12. Adjournment**



**City of Deer Park
City Council Minutes
January 20, 2016**

Mayor Pro-Tem Cragun called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor Pro-Tem Cragun called roll and the following were:

Present: Councilmember's: Mary Babb, Tim Verzal, Don Stevens and Joe Polowski
Absent: Mayor Robert Whisman, Excused Absent (Verzal/Babb)
Clerk/Treasurer: Deby Cragun
Staff: Roger Krieger and Brian Ramsden
Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.
Audience: 6

2. Invocation Minister Therese Marszalek gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

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

5. Approval of December 16, 2015 regular council meeting minutes

IT WAS MOVED BY VERZAL, SECONDED BY STEVENS; MOTION CARRIED (5-0) TO APPROVE THE DECEMBER 16, 2015 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

- A. Task Order 2016-01 Habitat for Humanity Water Line Construction Observation ~ J-U-B Engineers.

Roger Krieger reviewed Task Order 2016-01 Habitat for Humanity Water Line Construction Observation.

Following discussion,

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

APPROVE TASK ORDER 2016-01 HABITAT FOR HUMANITY WATER LINE CONSTRUCTION OBSERVATION ~ J-U-B ENGINEERS

MOTION CARRIED 5-0.

- B. Task Order 2016-02 Deer Park Meadows Construction – Phase 1 Sanitary Sewer and Drainage Observation Services ~ J-U-B Engineers.

Roger Krieger reviewed Task Order 2016-02 Deer Park Meadows Construction – Phase 1 Sanitary Sewer and Drainage Observation Services.

Following discussion,

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

APPROVE TASK ORDER 2016-02 DEER PARK MEADOWS CONSTRUCTION – PHASE 1
SANITARY SEWER AND DRAINAGE OBSERVATION SERVICES ~ J-U-B ENGINEERS.

MOTION CARRIED 5-0.

7. Resolutions

- A. 2016-001 ~ CIP Plan Update

Mayor Pro-Tem Cragun read the heading to Resolution 2016-001.

Roger Krieger reviewed this annual resolution update.

Following discussion,

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

APPROVE RESOLUTION 2016-001 ~ CIP Plan Update

MOTION CARRIED 5-0.

8. Consent Agenda

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

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

- A. Approval of Voucher Claim Check Nos. 34506 through 34531 including EFT Debits in the amount of \$115,303.27 for the Second Half of December 2015.
- B. Approval of Voucher Claim Check Nos. 34533 through 34566 including EFT Debits in the amount of \$125,971.02 for December 2015 Open Period.
- C. Approval of Voucher Claim Check Nos. 34532, 34567 through 34602 including EFT Debits in the amount of \$263,265.21 for First Half January 2015.
- D. Approval of Payroll Check Nos. 12040 through 12069 including 941 Taxes in the amount of \$84,945.74 for the month of December 2015.
- E. 4th of July Display Agreement ~ Rocketman Pyros, LLC

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

Tom Costigan questioned the size of the water line with regard to Task Order 2016-01 Habitat for Humanity Project. Roger stated it will be an 8" line. Mr. Costigan also questioned the size of the sewer line regarding Task Order 2016-02 Deer Park Meadows. Roger stated this will be a 10" line. Mr. Costigan then asked what property was purchased for future expansion. Councilmember Verzal stated it was a business at 206 S. Main.

Ryan Moore stated that Winterfest was this weekend. The Chamber had their first meeting at Mont. Lamm and it was a good turnout. Mr. Moore also invited those in

attendance to the Deer Park School District Administrative Building for an Open House scheduled for Thursday January 28, 2016.

10. Report of Departments

Roger Krieger provided to the Council the Water Plan Executive Summary and Water Use Efficiency memorandum and noted the public forum scheduled for February 17 for comment and adoption of the plan by the Council. Roger briefed the Council on elements of the Comprehensive Plan and Water Use goals and encouraged questions from the Council prior to the Council meeting date.

Brian Ramsden stated the new Sander is working great and the new Water/Wastewater Pickup for 2016 has been ordered off the state contract.

Darold Schulz stated the airport is glad for the reprieve from the snow and on Monday night the Spokane Airport was so fogged in that a plane was diverted to Deer Park.

Craig Schuh presented to the Mayor Pro-Tem and Council his Annual Report regarding the Golf Course operations for 2015. He gave a brief update of DPGC's fifth year of operation under the City's ownership. He also stated since revenue for 2015 came in more than the 2009 agreed to baseline of \$575,000 the City will receive a profit sharing check in the amount of \$6,035.19.

11. Report of Officers

Councilmember Verza reminded those in attendance that Winterfest was coming up on Saturday.

Councilmember Stevens appreciates the city crew and their snow removal efforts this year.

Councilmember Polowski stated there is a new company Fastenal moving into Schuler's building at 122 W. Crawford.

12. Executive Session

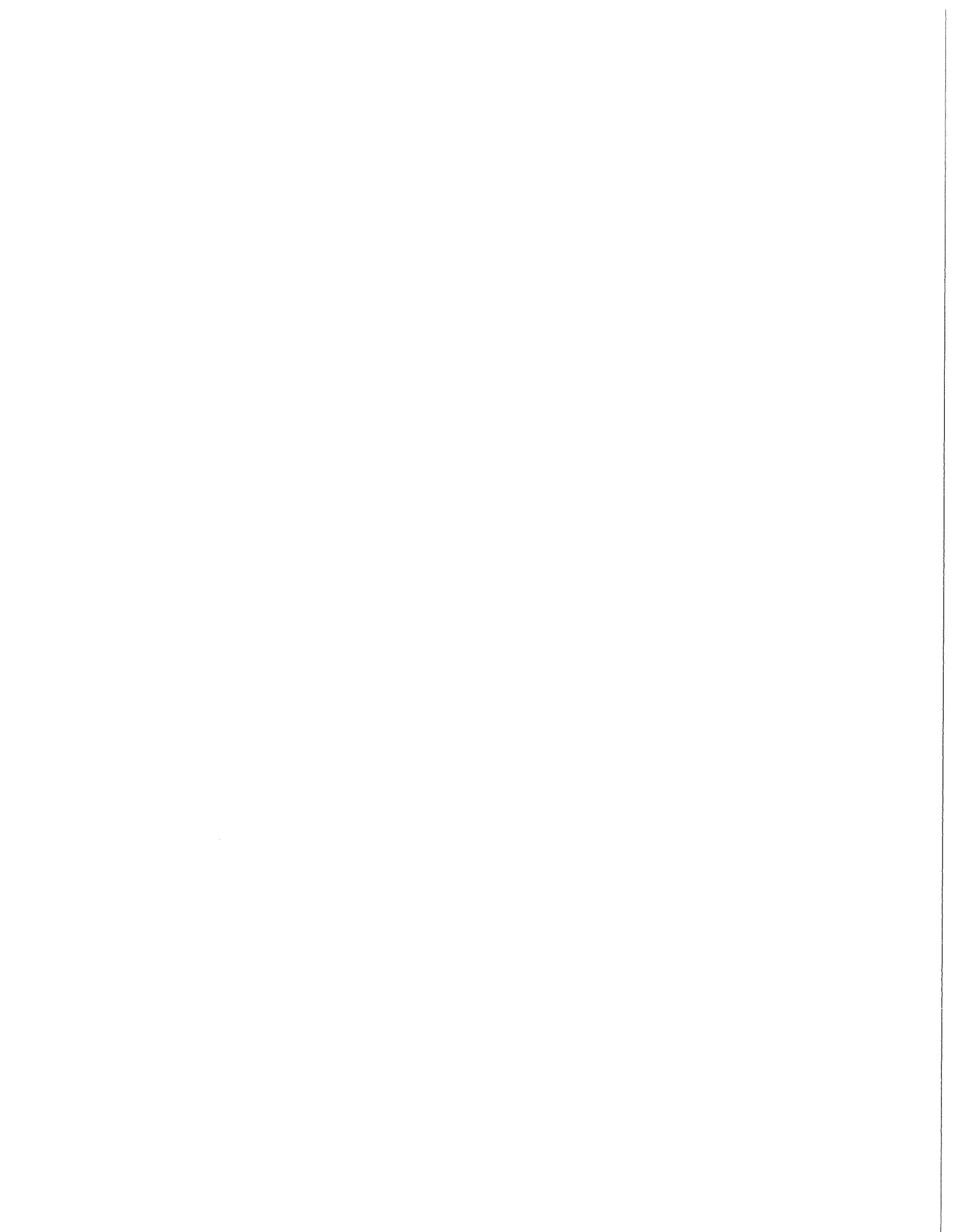
There was no executive session.

13. Adjournment

There being no further business before the Council, Mayor Pro-Tem Cragun adjourned the meeting at 8:01 P.M.

Mayor Pro-Tem Dee Cragun

Deby Cragun, City Clerk/Treasurer



EASTERN WASHINGTON FOREST LANDOWNER COST-SHARE INFORMATION AND APPLICATION

Effective for applications approved during the period October
1, 2014 through September 30, 2015

- **IMPROVE FOREST HEALTH**
- **REDUCE RISK OF DAMAGE FROM
WILDFIRE AND INSECT PESTS**

THIS PUBLICATION CONTAINS:

- **PROGRAM INFORMATION AND REQUIREMENTS**
- **LIST OF COST-SHARED PRACTICES**
- **CURRENT COST-SHARE RATES**
- **THE COST-SHARE APPLICATION FORM**

**WASHINGTON STATE
DEPARTMENT OF NATURAL RESOURCES (DNR)
cooperating with
USDA FOREST SERVICE – STATE & PRIVATE FORESTRY**

The following cost-share rates apply to all applications approved from
October 1, 2014 through September 30, 2015

COST-SHARE IS PAID AT 50% OF THE APPLICANT'S WRITTEN DOCUMENTED COST, WITH THE PAYMENT NOT TO EXCEED THE FOLLOWING MAXIMUMS:

Forest Stewardship Plan (FSP)

New Forest Stewardship Plans, prepared by a private sector natural resource professional acceptable to DNR, are reimbursed at 50% of actual cost, not to exceed the amounts shown below. Revision of existing plans (less than 10-years old) is also cost-shared at 50%, however, the maximum cost-share amount is less for a revised plan than for a new plan. Replacement of an existing plan which is older than 10 years is considered a "new" plan.

The following are NOT eligible for cost-sharing:

Plans on properties with less than 20 forested acres; plans prepared by persons with an ownership interest in the property, plans resulting from Forest Stewardship Coached Planning Shortcourses, plans prepared by public employees; plans completed prior to approval of application; plans not meeting written Forest Stewardship Plan Guidelines; and plans prepared for ineligible ownerships.

	<u>New Plan</u>	<u>Revised Plan</u>
< 20 acres	No cost share	No cost share
FSP-1: 20- 100 acres -- 50% not to exceed	\$ 900 per plan	\$ 500 per plan
FSP-2: 101- 250 acres – 50% not to exceed	\$1100 per plan	\$ 800 per plan
FSP-3: 251- 500 acres – 50% not to exceed	\$1500 per plan	\$1000 per plan
FSP-4: 501 – 1000 acres – 50% not to exceed	\$2000 per plan	\$1300 per plan
FSP-5: 1001+ acres – 50% not to exceed	\$2800 per plan	\$1600 per plan

Forest Stand Improvement (FSI) Practices for Forest Health Improvement/Wildfire Hazard Reduction

FSI-1: Brush Control	50% not to exceed \$75.00/acre
FSI-2: Non-commercial thinning (cut < 500 trees/ac)	50% not to exceed \$135.00/acre
FSI-3: Non-commercial thinning (cut 501-1,000 trees/ac)	50% not to exceed \$165.00/acre
FSI-4: Non-commercial thinning (cut 1001-2000 trees/ac)	50% not to exceed \$210.00/acre
FSI-5: Non-commercial thinning (cut 2001+ trees/ac)	50% not to exceed \$255.00/acre
FSI-6: Pruning (standard – up to 10')	50% not to exceed \$160.00/acre
FSI-7: Pruning (increased difficulty – over 10' or large limbs)	50% not to exceed \$210.00/acre
FSI-8: Prescribed Broadcast Burn	50% not to exceed \$175.00/acre
FSI-9: Light Slash Disposal	50% not to exceed \$165.00/acre
FSI-10: Medium Slash Disposal	50% not to exceed \$275.00/acre
FSI-11: Heavy Slash Disposal	50% not to exceed \$385.00/acre
FSI-12: Extremely Heavy Slash Disposal	50% not to exceed \$450.00/acre

Name: Robert Whisman Mayor

Mailing Address: P.O. Box F Deer Park, WA 99003

Daytime Phone: (509) 276-3379 E-mail (optional): deerparkinfo@gmail.com

County where property is located: Spocon Nearest town: Deer Park # of forested acres: _____

Property location identifiers (if known):
Legal Description: Sections 29 and 32 in T29N R43E
(Example Legal Description: NW 1/4, S 1/2, Section 3, Township 37N, Range 42E).

Tax Parcel Number(s): 39294.0006 and 39325.0003

Map or Photo: **Please attach a map or copy of aerial photo to help forester locate the property.**

Name of road from which property can be accessed: Missile Site Rd

Does this property have a DNR-approved Forest Stewardship Plan? Y N

If not, do you wish to apply for cost-sharing to hire a private consulting forester to prepare such a plan?

Y N Name and address of consulting forester (if known at this time): Northwest Management, Inc
Luke Machtolf, CF, ACF P.O. Box 1103 Deer Park, WA 99003

Please use key words to describe the type and extent of work you would like to do (e.g. thinning and slash disposal – 10 acres, etc.):

pre-commercial thinning with slash disposal
(clap & scatter)

PLEASE CAREFULLY READ THE FOLLOWING AND SIGN THE LAST PAGE
Forest Landowner Cost-Share Program Terms, Conditions, and Requirements For
Applications Approved October 1, 2014 through September 30, 2015

Landowner Eligibility Requirement

The applicant must be a non-federal owner of no more than 5,000 forested acres within the state of Washington. Public agencies are exempt from the maximum acreage limitation, however, are limited to a maximum payment of \$50,000 per agency per federal fiscal year.

Minimum Ownership Requirement

Forest Stewardship Plans – minimum of 20 forested acres.

All other practices: No minimum acreage.

Maximum Ownership Limit

The applicant must own no more than a total of five thousand (5,000) forested acres in the state of Washington. Public agencies are exempt from the maximum acreage limitation, however, are limited to a maximum payment of \$50,000 per agency per federal fiscal year.

Minimum Cost-Share Approval

Applications must be for a minimum of five hundred dollars (\$500) in cost-share funds. Maximum

Cost-Share Payment

The maximum total potential cost-share that you can be paid will be stated in your approval letter. Assuming all conditions of the program are met, you will be paid either 50% of your total documented cost –OR- the “not to exceed” rate stated in this application, whichever amount is less. If you complete less work than you were originally approved for, your payment will be proportionately less.

Minimum Treatment Acreage

Forest Stewardship Plans – plan must be for a minimum of 20 acres.

All other practices: No minimum treatment acreage.

Maximum Treatment Acreage

There is no maximum treatment acreage.

Cost-Share Rate Limit

Your payment cannot exceed the per acre “not to exceed” rates stated in this application, or 50% of your actual cost, whichever amount is less.

Matching Funds Requirement/Other Cost-Share and Financial Incentive Programs

Cost-share recipients must provide written documentation that they have provided a non-federal match for the funds they receive. Other federally-funded cost-share or financial incentive programs (e.g. EQIP) cannot be used to fund the same practices on the same acres as this program.

Prior Written Approval Requirement

Formal written approval from DNR-Olympia is required before any work begins.

Forest Stewardship Plan Requirement

A DNR-approved Forest Stewardship Plan is required for ownerships with 40 or more forested acres.

Exceptions to the above requirement may be made for: a) multi-owner projects being conducted under a Community Wildfire Protection Plan; b) public ownerships; or c) when there are not adequate funds available to cost-share the preparation of a Forest Stewardship Plan. When a Forest Stewardship Plan is required, it must be completed and approved by DNR before payment can be made for any other cost-shared practices.

Eligibility of Forest Stewardship Plans for Cost-Sharing

Plans are eligible for cost-sharing if they meet these criteria: 1) Plan is approved by DNR as meeting Forest Stewardship Plan standards, 2) Plan covers at least 20 forested acres, 3) Plan is prepared, for a fee, by a private sector natural resource professional acceptable to DNR. Plans prepared by persons with an ownership interest in the property are not eligible for cost-sharing. Plans prepared through participation in the Forest Stewardship Coached Planning Shortcourse are not eligible for cost-sharing.

Practices Must Meet Specifications

Cost-shared practices must meet written specifications provided, or approved, by DNR. Any change in specifications or practice extents requires written approval in advance from DNR. The applicant is responsible for having, and understanding, written practice specifications before any work commences. Non-Commercial Requirement

Cost-share payments are limited to non-commercial operations in which there was a net cost to the landowner to complete the work. In mixed stands, containing both commercial and non-commercial sized trees, only that portion of the acreage occupied by noncommercial trees is eligible.

Slash Disposal

If slash (forest debris) disposal is included in the cost-share approval, the slash must be disposed of according to specifications (e.g. piled and burned, masticated (ground up), chipped, or removed from the site. If slash is disposed of by piling and burning, the piles must be burned before the practice expiration date. Unburned slash piles are not eligible for cost-share reimbursement. Disposal of slash created by commercial harvest is not eligible for cost-sharing, with the following exceptions: 1) In mixed stands containing commercial and non-commercial sized trees, only that portion of the slash resulting from non-commercial trees is eligible. 2) Slash treatment following commercial harvest is eligible in cases where the land has been sold and the new owner (cost-share applicant) did not receive a financial benefit from the harvest.

Practices Must Meet Permit and Regulatory Requirements

The applicant is required to comply with all appropriate legal requirements, including obtaining appropriate permits (e.g. approved forest practices application) when required. No cost-share funds will be paid for any practice implemented without proper permits, or for any practice which is out of compliance with regulatory requirements at the time of completion.

Cost Documentation Requirement

The applicant must provide DNR with acceptable written documentation (e.g. receipts from contractors and suppliers and/or time logs for do-it-yourself work) of costs incurred for each practice category for which cost-sharing is to be paid. Landowners may charge up to \$20 per hour for do-it-yourself labor, for which they will be reimbursed at 50% up to \$10/hour with total reimbursement not to exceed the stated per acre maximums. Timely Completion Requirement

Cost-shared practices must be completed, and reported to DNR, no later than the completion deadline stated in the application approval letter, at which time the approval expires and no cost-sharing will be paid. Applications cannot be renewed or extended.

Ten Year Practice Maintenance Requirement

Cost-share recipients are required to maintain their properties in forest land use, and to protect and maintain cost-shared practices in a fully viable condition for a period of 10 years. Failure to meet this obligation may require the applicant to repay the government for all, or part, of the cost-share funds received. The landowner is not liable for practice failures caused by events or circumstances beyond their control. There is no obligation whatsoever after the 10 year period.

Sale of Property

If the property is sold within the above-mentioned 10 year period, the original cost-share recipient retains responsibility for practice protection and maintenance unless the new owner advises DNR in writing that they are assuming this responsibility for the balance of the ten year period.

Property Access

Applicants agree to allow DNR staff, or persons authorized by DNR, access to the property to determine cost-share needs, feasibility, and specifications; certify practice completion; and to determine compliance with the ten year practice maintenance requirement. Costshare recipients are not required to allow public access to their properties.

Submission of Forms and Payment Disclosure

Upon practice completion, cost-share claimants are required to submit forms specified by the DNR, the State Office of Financial Management (OFM), and the Internal Revenue Service (IRS) on which disclosure of the claimant's Social Security Number or federal Employer Identification Number is required. Payees must submit Washington State Payee Registration forms, or have an existing valid Payee Registration Number on file, before payment can be issued. DNR will provide the necessary forms upon project completion and can submit them on your behalf if you desire. The State of Washington may be required to report your cost-share payment to the IRS in compliance with that agency's regulations.

Appeals

Applicants can appeal any program determination within 30 days by sending a detailed letter of appeal to: Forest Stewardship Program Manager, WA DNR, P.O.Box 47012, Olympia, WA 98504-7012.

I/we understand, and agree to, the above terms, conditions, and requirements

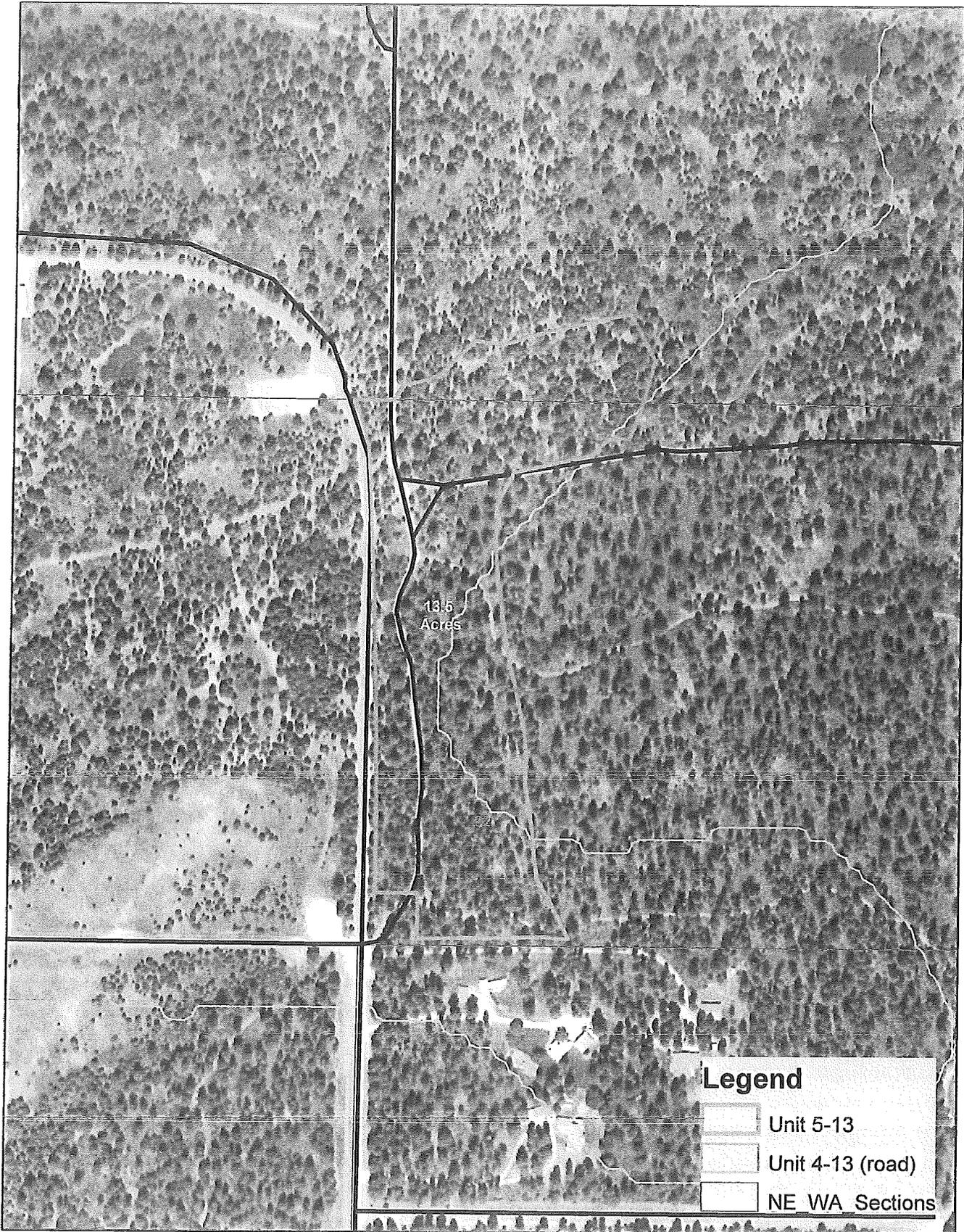
X

Landowner(s) Signature(s)

Date

**Submit all 3 pages of this application (page numbers 6,7, 8) by any of the following:
Mail to: Forest Stewardship Program Manager, WA DNR, P.O. Box 47012, Olympia, WA
98504-7012; FAX to: 360-902-1428; Scan and E-Mail to: foreststewardship@dnr.wa.gov; or
apply online at <http://www.surveymonkey.com/s/dnrcostshare>**

UNIT 5-13
Section 32 T29N R43E, W.M.



1 inch = 337 feet

DEER PARK AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter sometimes referred to as "Lease" or "Agreement") is made and entered into by and between the City of Deer Park, State of Washington, hereinafter referred to as "City" and _____, hereinafter referred to as "Lessee."

WITNESS THAT

WHEREAS, THE CITY is the owner and operator of the Deer Park Municipal Airport ("Airport") and desires to enter into a lease for the use and occupancy of certain areas of the Airport as further set forth below herein; ; and

WHEREAS, THE LESSEE desires to lease the certain described property for the purpose described herein;

NOW, THEREFORE, for and in consideration of the premises provided herein and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree, for themselves, their successors and assigns, as follows:

I. PREMISES

A. The City of Deer Park hereby leases to Lessee the parcel of land shown in **Exhibit A** and described as _____ located at the Deer Park Municipal Airport, Spokane County, Washington (hereinafter the "Premises" or "Leased Premises").

B. The City covenants and agrees that it is in lawful possession of the property, and has good and lawful authority to execute this Lease. The Lessee hereby warrants that it has inspected the Premises and City has not made any promises, warranties, or statements other than as contained herein. Lessee accepts the Premises as is.

C. The City reserves the following rights at the Airport and affecting the Premises:

1. To further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance;
2. To maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard;
3. To take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft; and
4. To temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

D. The City shall not be obligated to exercise any of the rights reserved above, including undertaking any maintenance or repairs to landing areas, approaches, or publically owned facilities located at the Airport.

E. It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by the Airport

F. Development Act, 49 U.S.C. 47101. et.seq. and Section 308 of the Federal Aviation Act of 1958 as the same exist now or may hereafter be amended:

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Lease is executed, the provisions of this Lease insofar as they are inconsistent with the provisions of the lease to the government, shall be modified to be consistent with the provisions of the lease to the government and may be fully suspended at the option of the City.

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement, or program affecting the operation or maintenance of the Airport now or in the future; provided however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

II. TERM

A. The Term of this Lease shall be for a period of 20 years commencing from the ___ day of _____, 2016 and ending the ___ day of _____ 2036, unless otherwise terminated or canceled as provided in this Lease.

B. At the end of the term of this Lease, Lessee shall have the option to apply for a new lease at the then current rate and terms for new leases. The Lessee shall be eligible for a new lease agreement for the Leased Premises provided Lessee is in compliance with all terms, covenants, and conditions of this Lease and any amendments thereto. In order to exercise the option to enter into a new lease upon expiration of the lease Term, Lessee must provide the City with written notice not more than 180 days and not less than 90 days prior to the expiration of the Lease Term. Failure to timely provide the written notice may, at the option of the City, result in the termination of the Lease and inability to enter into a subsequent new lease for the Premises.

III. HOLDING OVER

If Lessee, without the written consent of the City, shall hold over after the termination date or earlier termination of this Lease, Lessee shall be deemed to be occupying the Premises as a month-to-month tenant whose tenancy may be terminated as provided by the laws of the State

DEER PARK AIRPORT
LEASE AGREEMENT

of Washington. During any such tenancy, Lessee agrees to be bound by all of the terms, covenants, and conditions of this Lease, as far as they are applicable to a month-to-month tenancy and to pay monthly rent in the amounts designated by the City.

IV. USE OF PREMISES

A. Lessee agrees that the use of the Premises shall be limited to those airport related activities authorized by the Federal Aviation Administration, City of Deer Park Zoning Regulations, Airport Minimum Business Standards and Airport Rules and Regulations as are presently in effect and may in the future be adopted, or as may otherwise be agreed to by the parties.

B. Lessee shall provide proof of aircraft registration (or intent to register) with the State of Washington in accordance with RCW 47.68.250, as the same exists now or may hereafter be amended. The City is obligated by law to report to the Washington State Department of Transportation, Aviation Division the aircraft "N" number and owner name and address of those not yet registered.

C. It is clearly understood by the Lessee that no right or privilege has been granted which would prevent any person, firm, corporation, or entity operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

- D. Unless otherwise agreed to in writing by the City, the Lessee shall:
1. Not use the Premises for any purpose not stated in or authorized by this Lease;
 2. Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, including but not limited to the Federal Aviation Administration and all rules promulgated by Landlord;
 3. Refrain from any use which would be reasonably offensive to the City, other tenants or owners or users of adjoining premises, or which would tend to create a nuisance or interfere with the use of the Airport for general aviation purpose; and
 4. Keep and maintain the Premises, improvements and any aircraft or other materials placed on the Premises in a safe, clean and orderly manner.

V. FINANCIAL OBLIGATION

A. Commencing on the effective date of this Lease, Lessee agrees to pay rent to the City as calculated below:

Rate (p/sq. ft)	Sq. Ft.	Annual Base Rent	Leasehold Tax	Annual Total Due	Semi-Annual Installment
\$		\$	\$	\$	\$

The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis. Annual payments, in advance, are preferred. Semi-annual payments shall be assessed an administrative fee of \$10 per payment. Rent not paid by the 10th of the

month due shall be deemed delinquent, and a penalty of 10% of the amount due at that time shall be assessed against each delinquent installment.

B. As indicated in Section A, above, Lessee shall pay to the City such sums as may be required by law for payment of leasehold or other tenant tax as required, imposed, assessed, or imputed by the state of Washington or other tax entity, as such laws now exist or may hereafter be amended (such leasehold tax currently being 12.84%). If leasehold tax is increased or decreased, the total amount payable to the City shall increase or decrease, but the amount of rent, as adjusted herein, shall not be changed as a result of any change in the leasehold tax rate.

C. Lease rates for the Leased Premises shall be adjusted annually. Adjustment shall be based upon the most immediate complete full previous year Consumer Price Index, Pacific Cities, West-B/C (Dec. 1996=100) for the period from September to September for All Urban Consumers (CPI-U). City shall issue notice of intent to adjust the rental rates at least (30) days prior to the initiation of a rate increase. In the event this Consumer Price Index is no longer produced, then the next most geographically similar All Urban Consumers Index (CPI-U) shall be selected and applied by the City.

D. Failure to calculate and apply the rental increase for any year shall not be considered a waiver of an increase for any succeeding year.

E. No demand for rent need at any time be given, but it shall be the duty of the Lessee to pay rentals, fees, charges, and billings as required under the provisions of this Lease. In the event the City elects to provide written notice of delinquency or other violation of the Lease, Lessee agrees to pay the City's cost and attorneys' fees reasonably incurred in providing such notice in addition to the late charge and all other payments and obligations called for herein.

F. The City shall be entitled, at its sole and complete discretion, to either accept or reject a tender of payment of rent or any fee which is not paid within the time required by this Lease. In the event the City elects to accept a tender of payment of rent or fee after the time required by this Lease, the City may do so without thereby waiving Lessee's continuing obligation to make such payments when required under the terms of this Lease. Lessee hereby acknowledges that this constitutes a waiver by Lessee of any argument that by accepting a late payment of rent or fees, the City has waived any default which is based upon such late payment or has waived Tenant's continuing obligation to make such payments when and as required by the terms of this Lease.

G. Lessee shall keep all rental payments free from all claims, demands, or set-offs, of any nature, or by any person, corporation, or entity.

H. Simultaneously with the signing of this Lease, Lessee shall deposit with the City a security deposit in the amount of \$_____, in the form of cash or other deposit acceptable to the City. The security deposit shall be held by the City as security for the full and faithful performance by the Tenant of each and every term, covenant, and condition of the Lease. The security deposit shall be placed in an account of the City's choice and the interest, if any, that accrues on said account, shall belong to the City. If the Lessee breaches any of the terms of this Lease, including the obligation to pay rent, the City may, at the City's option, make immediate demand upon such security, without notice to the Lessee, and apply the proceeds thereof toward the damages or expenses incurred by the City pursuant to this Lease. Such

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demand and application of the security deposit shall not be deemed a cure of any breach of the Lease.

I. Unless otherwise specified herein, the City shall not be required to furnish to Lessee any utilities of any kind. Installation, hook-up, and payment for utilities shall be the sole responsibility of the Lessee. Utilities are to be installed to the City's specifications and those of the utility service provider. The Lessee shall hold the City harmless from any costs associated with utilities serving the Premises, including, without limitation, costs for installation and maintenance of appropriate sewage, water and electrical services.

VI. FAILURE TO COMPLY WITH FINANCIAL OBLIGATION

Failure to pay amounts due or comply with any other of the financial obligations to the City under this Agreement shall entitle the City to re-enter and take possession of the Premises upon giving Lessee ten (10) days advance notice of intent to do so, if said monetary default has not been remedied within the ten (10) day period after notice is sent.

VII. DISPOSITION OF BUILDINGS AND IMPROVEMENTS UPON LEASE EXPIRATION

A. At least one hundred eighty (180) days prior to the expiration of this Lease, Lessee shall notify the City regarding Lessee's intent with respect to entering into a new lease and/or disposition of buildings and improvements on the Leased Premises. Upon termination of the Lease for reasons other than default, the Parties may pursue the following three courses of action with respect to the disposition of Lessee's buildings and improvements located on the Premises:

1. In the event that the Lessee desires to continue occupying the Leased Premises, the Lessee may request that the City enter into a new lease agreement with the Lessee for the Premises. Any such request must be accompanied by the lease application fee then in effect. If the City desires to enter into a new lease with the Lessee for the Leased Premises with the existing building and/or improvements, the City may concur with this request. The Lessee shall be eligible for a new lease agreement for the Leased Premises provided the following conditions are met by the Lessee:
 - a. **Good Repair:** The Leased Premises and all improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and any other items including those which are structural and/or aesthetic in nature.
 - b. Lessee is in compliance with all terms, covenants, and conditions of this Lease. The terms of the new lease agreement are subject to negotiation between the City and Lessee;
2. At the end of the term of this Lease, the Lessee may peacefully surrender the Leased Premises in a fully restored condition, including the removal of all buildings and improvements from the Premises. Restoration of the Leased Premises shall also include fine grading to allow for proper drainage into the appropriate drainage system. All components of the building or improvement removed from the Leased Premises shall be completely removed from the site and disposed of away from the Airport at the sole cost of Lessee.

Removal of buildings and improvements and restoration of the Leased Premises shall be complete no later than thirty (30) calendar days after the expiration date of this Lease, unless the City agrees to an extension; OR

3. The City may agree to purchase the building or improvements from Lessee at a price to be determined by the City and Lessee. The City and Lessee may agree to have an appraisal of the building or improvements completed to aid the City and Lessee in their efforts to agree upon a purchase price. In the event the City and Lessee are unable to agree upon a purchase price, the City may require Lessee to remove the building or improvements pursuant to Option 2 above.

B. If the City and Lessee are unable to agree upon any option set forth above prior to expiration of the Term, then option 2 shall, by default, apply upon termination of the Lease Term.

C. Personal property left on the Leased Premises shall, at the option of the City, become exclusive property of the City, without liability for payment, if said personal property remains on the Leased Premises thirty (30) days after the termination of the Lease for any reason.

D. The City, at its discretion, may extend the time period for consideration of these options. Lessee shall be deemed to be occupying the Premises as a month-to-month tenant during any such extended period as per Section III of this Lease.

VIII. INDEMNIFICATION AND INSURANCE BY LESSEE

A. Indemnification.

1. The Lessee shall indemnify, defend, and hold harmless the City, its employees, the Airport Manager and its employees, and City elected and appointed officers from and against any and all claims, demands, cause of actions, suits or judgments, including attorney's fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the condition, use occupancy or Lessee's maintenance of the Leased Premises or common areas or any improvements thereon; or by Lessee's non-observance or non-performance of any law, ordinance or regulation applicable to the Leased Premises; or incurred in obtaining possession of the Leased Premises after a default by the Lessee, or after the Lessee's default in surrendering possession upon expiration or earlier termination of the Term of the Lease, or enforcement of any covenants in this Lease. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees. **The Lessee specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Lessee's own employees.** This provision and waiver was specifically negotiated.

2. In the event of any claims made to, or suits filed against City, for which the above indemnity applies, City shall give Lessee prompt written notice thereof and Lessee shall defend or settle the same.

B. Insurance.

1. From and after the commencement date of the Term of this Lease and continuing for the entire Term and any extension or holdover of this Lease, Lessee shall insure the Leased Premises, at its sole cost and expense, against claims for bodily injury and property damage under a policy of general liability insurance, with aggregate limits of \$1,000,000 for bodily injury and property damage. Such policy shall name the City as an additional insured. Before taking possession of the Leased Premises, the Lessee shall furnish the City with a certificate evidencing the aforesaid insurance coverage.
2. The aforementioned minimum limits of policies shall in no event limit the liability of Lessee hereunder. No policy of Lessee's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City by the insurer. Lessee shall, at least thirty (30) days prior to the expiration of the policies, furnish City with renewals or binders.
3. The insurance required shall be issued by carriers acceptable to the City, and City's approval shall not be unreasonably withheld.
4. The Lessee agrees that if Lessee does not purchase and maintain such insurance, City may, but shall not be required to, procure such insurance on Lessee's behalf and charge Lessee the premiums together with a five percent (5%) administrative charge, payable upon demand.
5. In the event a fire or other casualty loss results in destruction of any building or improvement on the Premises, to the extent that Lessee determines not to use insurance proceeds to repair or rebuild the building or improvement, the proceeds of any insurance payment available to Lessee shall first be used to restore the Premises to the condition they were in prior to construction of the building or improvement on the Leased Premises and the remaining insurance proceeds shall be the property of Lessee.
6. Any contractor retained by the Lessee shall provide at least \$1,000,000 general liability insurance naming the City as an additional insured.

IX. DAMAGE OR DESTRUCTION

A. If any building or improvements on the Premises are partially or totally damaged by fire or other casualty, the Lessee will repair or replace the damaged building or improvements (or similar) to meet existing building codes at its sole expense within a reasonable period of time (not to exceed ninety (90) days from casualty or as weather and the permit process allow). All such construction shall be subject to the covenants, restrictions, and approval procedures as defined in the Airport Site Development Guidelines and required by the City of Deer Park Building Department. The City may, at its discretion, extend the period for

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rebuilding. Lessee shall remain responsible for payment of rent and leasehold tax and shall comply with all terms and conditions of this Lease during this extended period.

B. In the event Lessee fails or refuses to rebuild within a reasonable time, Lessee shall restore the Leased Premises to a good and usable condition in conformity with the then current usage within ninety (90) days from the date that written notice to restore is received from the City. Additionally, upon payment of the remainder of the rent due under the Lease (for the remaining Term) and removal of all improvements and restoration of the Leased Premises to the condition the Leased Premises were in at the time of commencement of this Lease, the City will agree to terminate the Lease.

X. UTILITIES, MAINTENANCE, AND IMPROVEMENT OF PREMISES

A. Lessee shall be solely responsible for payment of all charges for utility services furnished to the Premises, including, but not limited to, electricity, gas, telephone, water, sewage, garbage disposal, and janitorial services throughout the Term of this Lease.

B. Lessee shall, at its sole expense, keep and maintain the Premises in good repair and tidy condition. While not all inclusive, particular attention shall be focused on foundations, structural components, roofs, wall systems, doors, and electrical and water systems. Roofs and walls should be maintained to be free from leaks and damage and should be painted as necessary to maintain a tidy appearance. In addition, Lessee shall:

1. Not allow trash, garbage, rubbish or refuse to collect on the exterior of any building on the Premises;
2. Mow vegetation on Premises;
3. Keep Premises around building free from inoperable and junk equipment;
4. Not use Premises around hangar as long-term parking for vehicles or parking of equipment not then being used for the operation of aircraft or maintenance of Premises; and
5. Lessee shall keep the Premises secured at all times when not in use.

C. The Lessee may, from time to time, at its own expense, make such improvements in and about the Premises, whether structural or otherwise, and may install such machinery, equipment and facilities therein as may be considered proper and necessary in connection with the use and operation of the Premises, provided, however, that all such construction and improvements shall be done according to plans drawn up by a qualified architect or engineer and submitted in advance to the Airport Manager, which plans must have the advance written approval of the Airport Manager and a building permit issued by the City Building Department prior to commencing any work. All costs incurred by Landlord in reviewing the plans or assisting the Lessee in complying with FAA regulations relating to the improvement, including without limitation, the Notice of Proposed Construction or Alteration, shall be reimbursed by Lessee upon ten (10) days notice from the City of the costs incurred. The exterior paint, trim, and exterior finish must be in accordance with the rules and regulations adopted from time to time by the City. Lessee shall not demolish or alter any existing buildings or improvements, or parts thereof, without the express prior written consent of the City.

XI. ADVERTISING, LIGHTING, AND TRANSMISSIONS

A. The Lessee shall submit plans and obtain approval of the City before erecting, installing, or operating signs or other advertisements upon any portion of the Premises herein demised.

B. The installation or use on the Premises of any floodlights, neon lights, colored lights, or other means of lighting shall be subject to the express written approval of the Airport Manager. Any use of lighting or signage that may potentially impair a pilot's ability to distinguish between airport lights and other light, or that creates glare or distraction affecting pilot vision is prohibited. All lighting shall be shielded downward.

C. Any use that creates or causes interference with the operations of radio or electronic facilities at the airport or with radio or electronic communications shall be prohibited.

XII. DEFAULT

A. If the Lessee: (a) fails to timely pay any rent, payment, fee or money due hereunder; (b) fails to comply with any of the terms and covenants of this Lease in any manner whatsoever; or (c) becomes the subject of a filing in any court pursuant to any federal or state statute, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment of the Lessee for the benefit of creditors, then the Lessee shall be in default under this Lease.

B. Upon default, the City may, upon twenty (20) days written notice to Lessee:

1. Terminate the Lease and declare all Lessee's rights herein forfeited. Such notice of termination shall be given to the Lessee as set forth in Section XXIX. Upon termination, the City may immediately, without other notice of process of law, re-enter and take possession of the Premises using such force as may reasonably be necessary to move all persons and property therefrom. The City shall not be liable for any damage or loss to property by reason of such forfeiture and re-entry. The Lessee agrees to pay to the City a reasonable attorneys' fee and costs incurred for the purposes of enforcing any of the provision of this Lease. In addition, the Lessee shall be deemed to have forfeited its rental security or bond which shall be applied toward any damages incurred by City for any such forfeiture or default.
2. Recover damages, immediately and, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, in the following amounts:
 - i. The unpaid rent and other charges due from Lessee to City up to and including the date of termination; and
 - ii. The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit the Premises upon termination and to leave the Premises in the required condition, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and
 - iii. All rent and charges that accrue as damages between the date of termination and the end of the term, or the relet, whichever occurs

first, together with the difference between the rent and charges paid during the relet and the rent and charges that accrue as damages under this Lease.

C. The foregoing remedies shall be in addition to and shall not preclude any other remedy available to City under applicable law.

XIII. LESSEE'S RIGHT OF CANCELLATION

In addition to all other remedies available to the Lessee, this Lease shall be subject to cancellation by Lessee should any one or more of the following occur:

- A. The permanent abandonment or discontinuance in use of the Airport as an airport.
- B. The issuance of any order, rule or regulation by the Federal Aviation Administration or any other federal agency or by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for air transportation by Lessee.
- C. The breach by the City of any covenants, terms, or conditions of this Lease to be kept, performed and observed by the City and the failure to remedy such breach for a period of ninety (90) days after written notice from Lessee of the existence of such breach.
- D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict the Lessee from conducting its business or activity, if such restriction be continued for a period of (90) continuous days or more.
- E. The occurrence of any event or events beyond the reasonable control of the Lessee, including, but not limited to, any act of God or other supervening event which precludes the Lessee from the use of the property for the purposes enumerated herein, or from the use of the airport facilities.

XIV. TERMINATION.

A. Lessee covenants and agrees that upon the expiration of the Lease or any extension, or upon the termination of the Lease for any cause (including a termination prior to the end of the Term), Lessee shall at once peacefully surrender and deliver the Premises to the City or the City's agents or assigns. Provided Lessee is not in default at the time of termination, the Lessee shall have the election to remove any improvements, fixtures or buildings installed by the Lessee, subject to the provisions of Section 7, and restore at its own expense, the Premises to the condition they were in at the inception of the Lease (including the clearing and grading of any building footings or concrete), together with the repair of any damage caused by the removal. If the Lessee does not remove the improvements, the City shall have the election described in Subsection B, below

B. Upon the expiration or termination of this Lease for whatsoever reason (including a termination prior to the end of the Term), if the Lessee is then in default or if there is no default but Lessee does not remove all of the improvements under Subsection A, above, then at the City's election, any building, fixtures, or improvements then existing on the Premises shall revert

as part of the Premises to the City, at the City's option, including any improvements which the Lessee constructed. If the City elects not to accept such buildings, fixtures or improvements, then the Lessee shall restore, at its own expense, the Premises to the condition they were in at the inception of the Lease (including the clearing and grading of any building footings or concrete), together with the repair of any damage caused by the removal. If the City agrees to accept the buildings and improvements at the termination of this Lease due to default, the Lessee will turn over said improvements and buildings in good condition and repair, without offset or compensation.

XV. ASSIGNMENT & SUBLETTING

A. **ASSIGNMENT:** Except in the event of the death, disability, or incompetency adjudication of Lessee (including both husband and wife, if Lessee is a marital community), there shall be no right to assign this Lease without the express written consent of the City, which consent may be withheld for any reason. Any assignment of this Lease permitted by this provision shall contain a provision acknowledging that Lessee or Lessees' estate shall remain liable to the City for compliance with all of the terms and conditions of this Lease for the Term of this Lease. In the event of a sale or transfer of any improvements or buildings located on the Premises, the City may assign this Lease or elect to negotiate the terms of a new lease directly with the buyer of the improvements.

B. **SUBLETTING:** Lessee shall have the right to sublease the subject Premises, with prior approval of the City as to proposed sublessee and proposed use, which approval shall not be unreasonably withheld. Lessee shall submit a copy of any proposed sublease agreement to the City. Any such sublease agreement shall not conflict with the terms and provisions of this Lease and Lessee shall provide to the City notice of any intent to sublease at least thirty days prior to such sublease. Any sublease shall not relieve the Lessee of any responsibility to perform any provisions of this Lease in the event Lessee's sub lessee fails to perform said provisions.

XVI. NON-DISCRIMINATION

During the term of this Lease, Lessee, for itself, its personal representatives, and successors in interest, as a part of the consideration hereof, does hereby covenant and agree as follows:

A. No person, on the grounds of race, color, religion, sex, age, marital status, handicap, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Lessee in the Lessee's occupation, use, or construction upon the Leased Premises.

B. Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Environmental Protection Agency, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations exist or may hereafter be amended.

XVII. PAYMENT OF TAXES AND FEES

Lessee shall pay all license, excise fees, permits, and taxes covering any business conducted on the Premises, and any taxes on the leasehold interest created by this Lease. Lessee shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state, or federal law with respect to the Lessee's agents, employees, property, or activities on the Premises.

XVIII. RIGHT TO ENTER PREMISES

The City and its representatives may enter the Premises, together with any buildings and improvements thereon, upon twenty-four (24) hours advance notice to the Lessee, for the purpose of inspecting the Premises (including for compliance with rules and regulations governing use of the Premises), performing any work which the City elects to undertake (including but not limited to work made necessary by reason of the Lessee's default under the terms of this Lease), or exhibiting the Premises for sale or lease. In case of emergency (as determined by the City in its sole discretion). The City may enter the Premises at any time without notice to the Lessee. The City shall make reasonable attempts to contact Lessee first by telephone or email, and if no answer or response, by posting notice on a conspicuous location on the Premises. The City, including its agents, employees, or contractors, shall not be liable for any civil or criminal claim or cause of action for damages because of entering the Premises or improvements at reasonable times and in a reasonable manner.

XIX. LEGAL CLAIMS

Lessee shall promptly report to the City any claim or suit against Lessee arising out of or in connection with the operation of Lessee's business or activities on the Premises or at the airport. Lessee is an independent contractor in every respect and not an agent of the "City."

XX. LIENS AND ENCUMBRANCES

A. Lessee agrees that it shall pay, or cause to be paid, all costs and expenses for work done on and materials delivered to the Premises, during the Term, for improvement to the Premises (including any building or improvement thereon). Except as otherwise specifically authorized by Subsection B, below herein, Lessee shall keep the Premises free and clear of all liens and encumbrances related to work performed on or at the Premises, or materials or services furnished to the Lessee for use at the Premises. Lessee agrees to and shall indemnify, defend, and hold the City harmless from any liability, loss, damage, cost, attorney's fees, and all other expenses on account of claims of lien of laborers or material men, or others, for work performed or materials or supplies furnished to Lessee for use on the Premises.

B. The Lessee may encumber, by Mortgage, Deed of Trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. The City will cooperate in a timely manner with any reasonable requests of Lessee involving an attempt by the Lessee to encumber Lessee's leasehold interest and/or estate in the Leased Premises. The execution of any such Mortgage, Deed of Trust, or other instrument, or the foreclosure or other proceedings there under, shall not relieve the Lessee from its liability and obligations under this Lease. Any holder of Lessee's interest herein acquired through foreclosure or other proceedings shall acquire and possess only the rights and interests of Lessee herein and shall be subject and subordinate to the rights and interest of City herein.

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XXI. LAWS, REGULATIONS, AND PERMITS

Lessee agrees that the use of the Premises, including construction thereon, shall conform at all times to any applicable federal, state, county, municipal laws, statutes, ordinances, or regulations, as existing or hereafter adopted or amended, which may affect the Premises or the use thereof.

XXII. HAZARDOUS SUBSTANCES

A. Presence and Use of Hazardous Substances: All hazardous substances shall be stored in accordance with all legal regulations regarding storage of hazardous substances and Lessee shall store on or around the Premises only those amounts of hazardous substances that are necessary for maintenance and operation of aircraft and in no case in amounts greater than permitted by any legal regulation. "Hazardous Substances" shall include those substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance. For purposes of this Lease, all aircraft fuels shall be considered Hazardous Substances. Lessee shall identify and manage all Hazardous Substances and/or wastes according to The Washington State Department of Ecology Hazardous Wastes and Toxics Reduction Program, as existing or hereafter amended. With respect to any such Hazardous Substances, Lessee shall:

1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers;
2. Submit to the City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
3. Within five (5) days of the City's request, submit written reports to the City regarding Lessee use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances and provide evidence satisfactory to the City of Lessee compliance with the applicable government regulations;
4. Allow the City or the City's agent or representative to come on the Premises, pursuant to Section XVIII to verify Lessee compliance with all applicable governmental regulations regarding Hazardous Substances;
5. Comply with minimum levels, standards, or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and
6. Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

B. **Inspection.** The City shall have the right, at reasonable times and upon reasonable notice to Lessee, to inspect the Premises to monitor Tenant's compliance with this Section. Lessee shall reimburse the City for any costs or expenses incurred or paid by the City to third parties (non-City employees, including the City's retained inspectors, engineers, consultants, etc. or representatives of government entities). Such costs shall be assessed as additional rent and shall be due and payable immediately upon demand by the City. If an inspection reveals the use or presence of Hazardous Substances requiring clean-up or other action, then Lessee shall pay, as part of the clean-up costs incorporated in Subsection C below, the City's actual costs, including reasonable attorney's fees and costs, incurred in making or providing for the clean-up required and any follow-up inspections. Such costs shall also be assessed as additional rent and shall be due and payable immediately upon demand by the City.

C. **Cleanup Costs, Default, and Indemnification:** With respect to any cleanup costs, default and indemnification, Lessee shall:

1. Be fully and completely liable to the City and/or other regulatory agencies for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee use, disposal, transportation, generation, and/or sale of Hazardous Substances, in or about the Premises.
2. Indemnify, defend, and hold the City harmless from any and all of the costs, fees, penalties, and charges assessed against, imposed upon, or incurred by the City (including but not limited to the City's actual attorneys' fees and costs) as a result of Lessee use, disposal, transportation, generation, and/or sale of Hazardous Substances.
3. Upon Lessee's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, the City shall be entitled to the following rights and remedies:
 - a. At the City's option, to terminate this Lease immediately; and/or
 - b. To recover any and all damages associated with the default including, but not limited to, cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the City and tenants of the airport, any and all damages claims asserted by third parties and the City's actual attorneys' fees and costs.

XXIII. SEVERABILITY

Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

XXIV. SUCCESSORS

This Lease is binding upon and benefits the heirs and successors of the Lessee.

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XXV. TIME IS OF THE ESSENCE

It is mutually agreed that time is of the essence in this Lease.

XXVI. ATTORNEYS FEES. Unless otherwise specifically set forth herein, in the event of any litigation, arbitration or other action related to interpretation or enforcement of this Lease, the substantially prevailing party in such action shall be entitled to an award of reasonable attorneys fees and costs.

XXVII. GOVERNING LAW; VENUE

This Lease shall be interpreted pursuant to the laws of the State of Washington. It is hereby agreed and understood by both parties that the venue for any legal or equitable action arising out of the existence of this Lease shall be in the Superior Court of Spokane County, State of Washington.

XXVIII. ENTIRE AGREEMENT

This Lease constitutes the entire agreement of the parties, including Exhibits or addendums attached hereto (if any). No other written or oral statements shall be a part of this Lease. This Lease may only be modified by an agreement in writing signed by both parties.

XXIX. NOTICES

Unless otherwise set forth herein, all notices required herein shall be deemed to be properly served if hand delivered, or if sent by U.S. mail, postage prepaid, to the last address previously furnished by the parties hereto. Lessee is obligated to notify the City of current address and phone numbers. Failure to maintain current contact information shall be a default under this Lease. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

City: City of Deer Park Lessee:
Attn: Airport Manager
PO Box F
Deer Park, WA 99006
(509)276-8802

Date of service of such notice shall be the date of postmark by the U. S. Post Office service. ALTERNATIVELY, ANY NOTICE HEREIN TO BE PROVIDED BY LANDLORD SHALL BE DEEMED SERVED UPON POSTING THE NOTICE ON THE PREMISES.

XXX. INTERPRETATION

This Lease has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel. Paragraph and Section headings are for convenience only and shall not be considered when interpreting this Lease. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

XXXI. NON-WAIVER OF COVENANTS

Either party's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving either party the right to insist on strict performance of such provision in the future. The subsequent payment of rent by the Lessee or acceptance of rent by the City, whether full or partial payment, shall not be deemed a waiver of any preceding breach by either party of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular part of the rent accepted, regardless of either party's knowledge of the preceding breach at the time of the acceptance of that part of the rent.

XXXII. COUNTERPARTS

This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Lease, binding on the parties.

The parties hereto by their respective authorized signatures below approve and enter into this Lease effective the _____ day of _____, 2016.

LESSOR:

City of Deer Park

Robert Whisman, Mayor

Attest:

By: _____
Deby Cragun, City Clerk/Treasurer

LESSEE:

By: _____

By: _____

STATE OF WASHINGTON)
) ss
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the Lessee or authorized signatory for the Lessee identified in this instrument, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

(SIGNATURE)

(TYPED OR PRINTED NAME)

Notary Public in and for the State of _____, residing in _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss
County of _____)

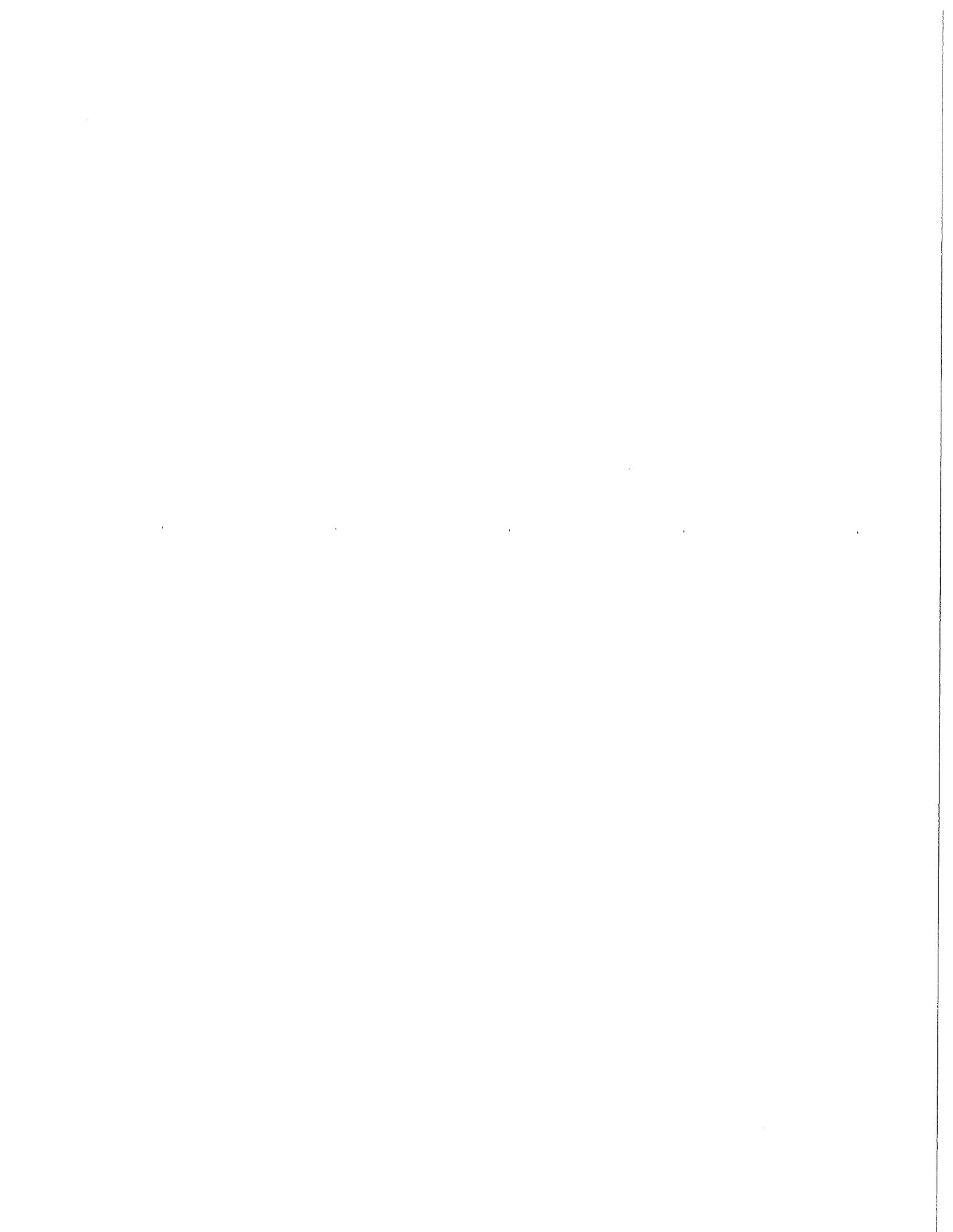
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument and acknowledged it as the Lessee or authorized signatory for the Lessee identified in this instrument, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

(SIGNATURE)

(TYPED OR PRINTED NAME)

Notary Public in and for the State of _____, residing in _____
My Commission Expires: _____



AGREEMENT FOR
TERMINATION OF LEASE

THIS AGREEMENT FOR TERMINATION OF LEASE ("Agreement") is entered into by Big Em Marketing, Inc., a Washington corporation, as Tenant ("Big EM"), and the City of Deer Park, a municipal corporation of the state of Washington, as Landlord ("City").

RECITALS

- A. Big Em and the City are parties to that certain Deer Park Airport Lease Agreement, dated July 1, 2007 (the "Lease"), relating to certain real property described as Block A, Parcel 18 at the Deer Park Municipal Airport ("Premises"). The Lease is scheduled to expire by its terms on June 30, 2037.
- B. Big Em no longer intends to use the Premises and wishes to terminate the Lease prior to expiration of the Lease term.
- C. Big Em has made significant infrastructure improvements to the Premises, and agrees to convey the improvements to the City or otherwise leave the improvements intact in exchange for early termination of the Lease. Early termination of the Lease may also permit the City to market and Lease the Premises to a new tenant for a potentially higher rental rate.
- D. The Parties now desire to terminate the Lease prior to expiration of the Lease term as further set forth herein.

AGREEMENT

WHEREAS, for good and valuable consideration, the Parties agree as follows:

- 1. Recitals. The foregoing Recitals are incorporated herein by this reference as if set forth in full.
- 2. Rent. Big EM owes rent, including late fees and leashold tax, for the periods commencing October 1, 2015 through January 31, 2016 in the amount of \$400.72. Big EM shall make payment, in full, to the City for the unpaid rent on or before January 31, 2016.
- 3. Termination of Lease. Provided that Big Em has made the payment required by Paragraph 2 above, the Lease shall terminate effective February 1, 2016 ("Termination Date") and be of no further force and effect. In the event Big Em fails to make the payment required by Paragraph 2 above, the Lease shall not terminate and Big Em shall continue to be responsible for all obligations due and owing under the Lease. In addition, if Big Em does not make the required payment such that the Lease is not terminated, Paragraphs 4 and 5, below, shall be of no further force or effect. Upon termination of the Lease, the Parties shall remain liable under the Lease for all events occurring or claims arising, including claims for rent, prior to the termination of the Lease.

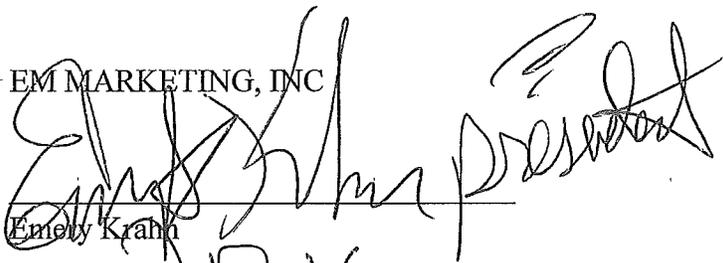
4. Condition of Property. On or before the Termination Date, Big Em shall vacate and surrender possession of the Premises to the City. Upon vacating the Premises, Big Em shall leave the Premises in a clean and neat condition. Unless otherwise directed by the Airport Manager, Big Em shall not remove any improvements or infrastructure from the Premises.
5. Improvements. Effective upon the Termination Date, Big Em shall and does hereby convey ownership and title of all infrastructure and improvements installed by Big Em located on the Premises to the City.
6. Effective Date. This Agreement is effective upon the date of the last signature hereto.

CITY OF DEER PARK

By: _____
Robert Whisman, Mayor

Dated: _____

BIG EM MARKETING, INC

By: 
Emily Krahn

Dated:  _____

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 **34603 through 34630 including EFT Debits in the amount of \$312,387.65.**

City Clerk/Treasurer

Council Approval

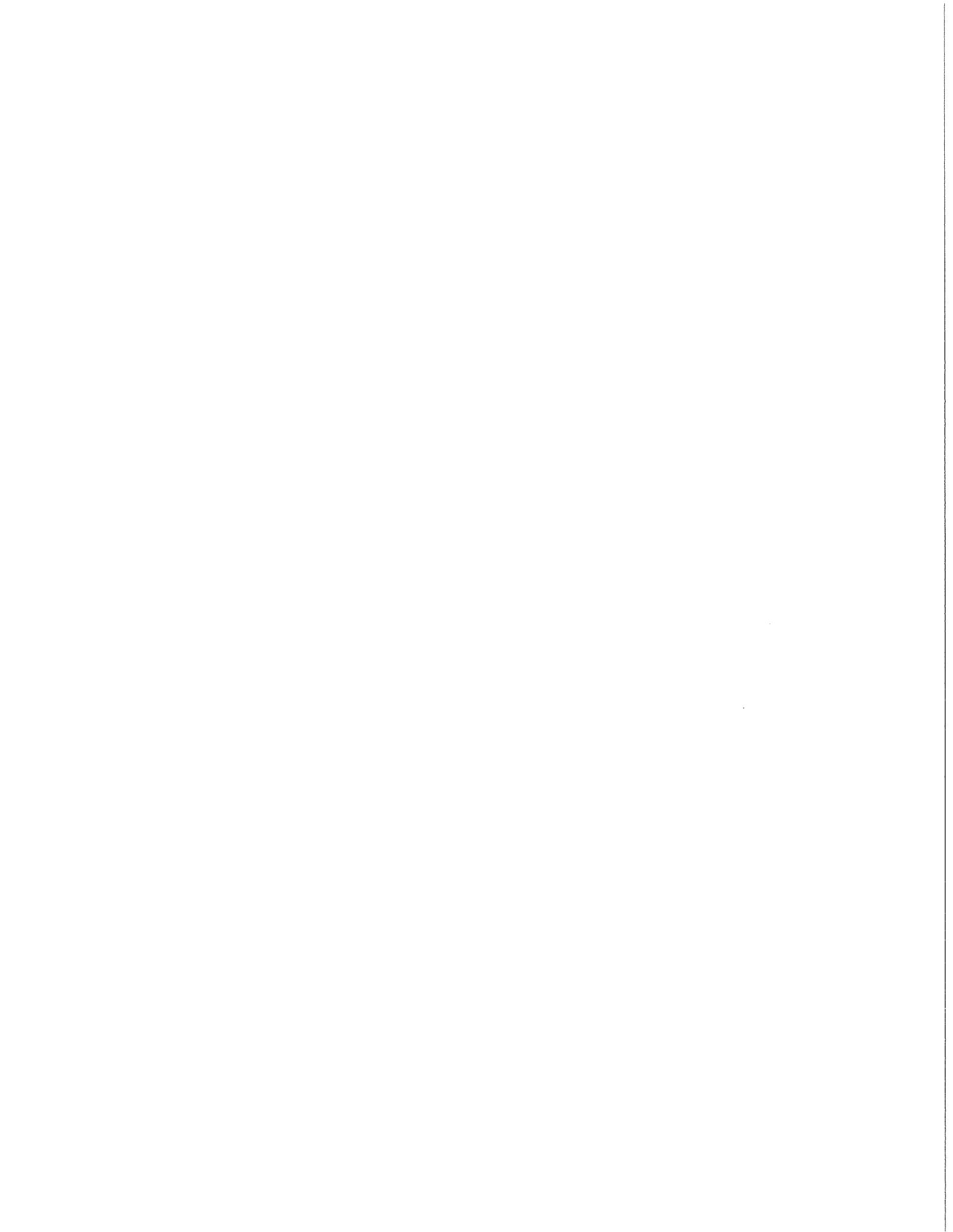
We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered **34603 through 34630 including EFT Debits in the amount of \$312,387.65 this 3rd day of February 2016.**



Vouchers last half January 2016

Number	Vendor Name	Account Description	Amount
34603	Spokane County Auditor	Release of Lien	\$74.00
34604	American Linen	Mat Changes	\$52.73
		Fresheners	\$166.37
		Check Total:	\$219.10
34605	AWC RMSA	Awc Risk Management Insurance	\$41,470.71
		2016 Assessment	\$70,612.29
		Check Total:	\$112,083.00
34606	Centurylink	Long Distance Charges	\$30.58
34607	Code Publishing CO	Ordinance Codification	\$705.89
34608	Consolidated Electrical Distributors	Light Fixture	\$130.65
34609	Ferguson Waterworks	Meters for Meter Change Program	\$3,022.72
		Radio Read Meters	\$54,785.15
		Check Total:	\$57,807.87
34610	General Pump Mechanics	South Well Video Survey	\$1,178.29
34611	Greenleaf Landscaping, Inc.	Pond Algae Control	\$3,783.50
34612		2015 4th Qtr Locate Charges	\$43.50
34613	Jub Engineers, Inc.	Professional Services	\$7,717.66
		Water Comprehensive Plan Update	\$1,988.90
		WW Comprehensive Plan Update	\$3,800.37
		WW Storage Lagoon Liner Replacement	\$22,462.35
		Check Total:	\$35,969.28
34614	Kajun Electric	S. Well Control Board, Wires/Probe replace	\$694.98
34615	Napa Auto Parts	Supplies	\$95.34
34616	Office Depot	Electric Hole Punch	\$199.54
34617	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$3,403.50
		Professional Services	\$1,664.10
		Check Total:	\$5,067.60
34618	Reliance Janitorial	City Hall Janitorial Services	\$490.00
34619	Schultz, Becky	Reimbursement for Parts Purchase	\$244.58
		Reimbursement for Parts Purchase	\$49.42
		Check Total:	\$294.00
34620	Schultz's Aviation, LLC	Management Contract	\$7,916.67
34621	Sharp Construction & Electric	Window Replacement & Labor	\$7,557.27
34622	Spokane County Public Defender	Public Defender Cases Handled (36)	\$11,260.80
34623	Spokane County Treasurer	Liquor Profits & Taxes 4th Qtr 2015	\$258.00
34624	Spokane County Treasurer/	Oct-Dec 2015 Misdemeanors Cases (10)	\$1,454.70
34625	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$588.25
34626	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$34,104.00
34627	Superior International Industries,	Parks Tables and Trash Bins	\$7,220.00
34628	Western Equipment Dist	(4) Irrigation Radio Control Stations	\$21,922.68
34629	Western States Equipment	140H Grader-Alternator Replace	\$1,167.62
34630	WFOA	Dues/memberships	\$50.00
EFT Debit Acct.	Washington Trust Bank	Professional Services	\$20.54
	Grand Total		\$312,387.65

Total Accounts Payable for Checks #34603 Through #34630 EFT Debit Acct. Analysis Chg



CITY OF DEER PARK
PAYROLL CERTIFICATION AND APPROVAL

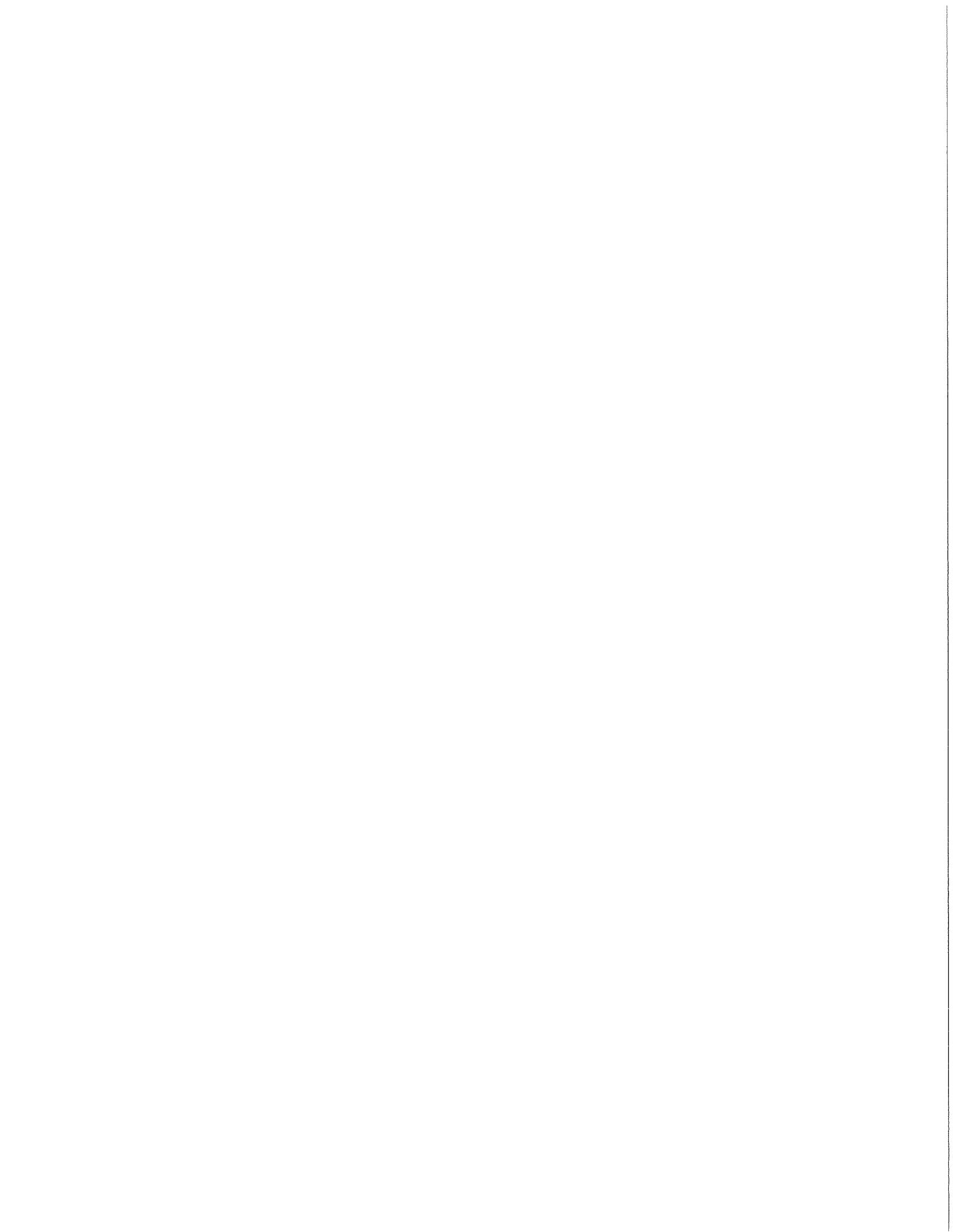
Auditing Officer's Certification

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services and/or the labor has been performed as described herein and is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Payroll Checks numbered 12070 through 12099 including 941 Taxes in the amount of \$82,211.01.

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12070 through 12099 including 941 Taxes in the amount of \$82,211.01 this 3rd day of February 2016.



Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and , Washington (hereinafter "WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2016 agree as follows:

1. PREMISES.

A. Premises. The City shall allow access to WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's intended purpose as a EVOC Training area.

B. Use of Premises. The Premises shall only be used for EVOC 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 April 1, 2016 and terminating March 31, 2017, subject to the provisions of paragraph 12. TERMINATION-HOLDING OVER of the Use Agreement. Upon termination of this Use Agreement, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. RENTAL. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall pay to the City rental as follows:

One Hundred fifteen dollars (\$115.00) per day use.

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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment.

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall notify the airport manager of any cancellations. If WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION to remove such improvements at WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION expressly represents that all of WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall limit EVOC training activities to WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, 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.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION in, on or about the Premises by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, its employees, agents, volunteers and invitees. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION and WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, or the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's employees, agents, volunteers and invitees while engaging in or arising from the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION'S use of the Airport pursuant to the terms of this Use Agreement. In addition, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not assign, transfer or sublet the Premises.

12. **TERMINATION-HOLDING OVER.** Upon termination, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall return the Premises and adjoining areas used by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION to the City in clean condition, and in a condition acceptable to the City. If WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall, without the consent of the City, hold over after the expiration or termination of the tenancy, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall pay to the City the rate of one and one-half (1 ½) times the then current rent, and WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION without cause.

13. **DEFAULTS.** Time is of the essence, and if WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION is in default under this Use Agreement the City may immediately terminate this tenancy after having given WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not be deemed a waiver of such default. No waiver by the City of any default by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall be construed to be a waiver of any subsequent default by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION.

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.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION'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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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.	Washington State criminal Justice Training Commission
PO Box F	Anthony Anderman M.S., Ed.
Deer Park WA 99006	2302 N. Waterworks
(509)276-8802	Spokane, WA. 99212
	(509) 742-2145
	aanderman@ocjtc.state.wa.us

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: _____
Robert Whisman, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee

By: WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION



Printed Name: WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION



