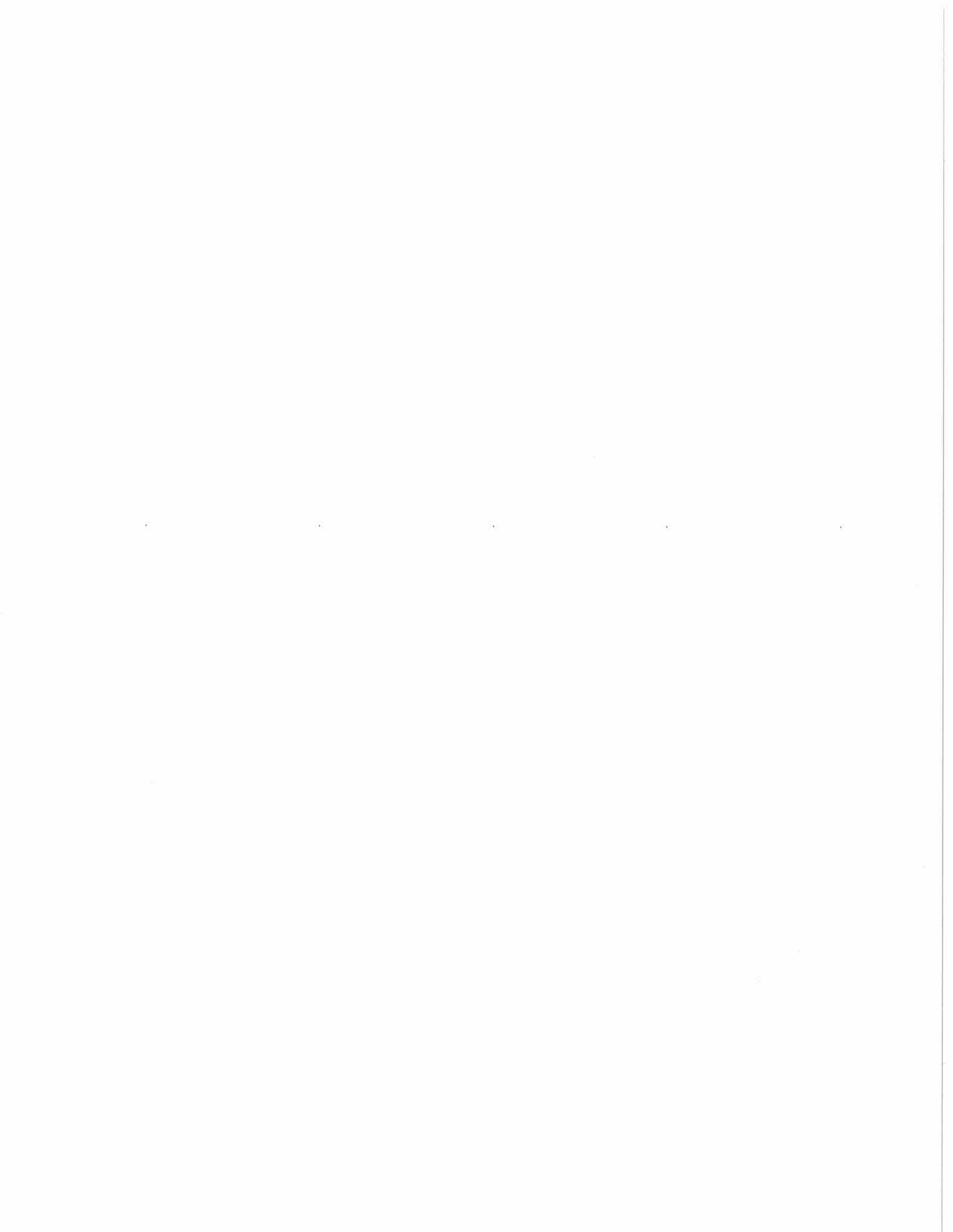


**City of Deer Park  
City Council Agenda  
March 16, 2016  
7:00 p.m.**

*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 March 2, 2016 regular council meeting minutes**
- 6. New Business**
  - A. Eagle Scout Presentation ~ Trae H. Taylor
  - B. Deer Park Municipal Airport Advisory Board BY-LAWS
  - C. Deer Park Municipal Airport Lease Plan Update
- 7. Resolutions**
- 8. Ordinances**
- 9. Consent Agenda**
  - A. Approval of Voucher Claim Check Nos. 34710 through 34742 including EFT Debits in the amount of \$136,129.27 for the first half of March 2016.
  - B. Declaring Surplus Property from Airport Inventory and Approving Disposal Method.
  - C. Deer Park Municipal Airport Use Agreement ~ Autosports NW.
- 10. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 11. Report of Departments**
- 12. Report of Officers**
- 13. Executive Session**
- 14. Adjournment**



**City of Deer Park  
City Council Minutes  
March 02, 2016**

Mayor Pro-Tem Cragun called the meeting to order at 7:02 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  
Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.  
Audience: 6

**2. Invocation** Pastor David Stapp gave the invocation.

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

*Mayor -Pro Tem Cragun* requested to remove item B under New Business and Resolution 2016-002 as HB 2610 died in the Senate Government Operations Committee.

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

**5. Approval of February 17, 2016 regular council meeting minutes**

**IT WAS MOVED BY VERZAL, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE FEBRUARY 17, 2016 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

A. Deer Park Library Presentation ~ Kris Barnes and Amber Williams

Kris Barnes and Amber Williams from the Spokane County Library located here in Deer Park thanked the Council for their approval in naming the park located behind the Library, Library Park. They updated the Council on their continuing efforts to keep the Park clean, as well as programs and services offered by the Spokane County Library, Deer Park Branch.

B. ~~HB2610 Concerning County Commissioner Elections Presentation ~ Sheila Collins~~

**7. Resolutions**

A. ~~Resolution 2016-002 ~ Support of HB 2610 and SB 6514 Relating to County Commissioner Elections~~

No Resolutions

## 8. Ordinances

No Ordinances

Deputy Dan Dutton introduced the City's newest evening Deputy Ryan Truman to the City Council.

## 9. 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 BABB; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.**

- A. Approval of Voucher Claim Check Nos. 34673 through 34709 including manual check 934618 in the amount of \$173,481.28 for the last half of February 2016.
- B. Approval of Payroll Check Nos. 12100 through 12129 including 941 Taxes in the amount of \$81,970.69 for the month of February 2016.

## 10. Interested Citizens: Oral Communications, Requests, Comments from Audience

Tom Costigan asked if all the required property for the new proposed roundabout had been purchased. Roger stated it hadn't.

## 11. Report of Officers

Councilmember Verzal reminded those in attendance the Settlers Auction and Dinner is this Saturday at the Eagles.

Mayor Pro-Tem Cragun asked if one of the Council members could meet with a Boy Scout on Friday afternoon at 3:30 p.m. Councilmember Steven stated he could be here on Friday afternoon.

## 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 7:41 P.M.

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Mayor Pro-Tem Dee Cragun

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Deby Cragun, City Clerk/Treasurer

Deer Park Municipal  
Airport

Advisory Board

BY-LAWS

Amended February , 2016

**ARTICLE I: General Purpose**

The purpose for which this Board is formed is defined in Revised Code of Washington (RCW) 35A.21.160 and City of Deer Park Ordinance 2002-786..

**ARTICLEII: Membership**

Section 1: The Advisory Board shall be composed of seven directors, four of whom are resident citizens of the City of Deer Park, and three are at-large member, one of which may be an airport lessee. *At the discretion of the Mayor, two alternate members may be appointed. One shall be a citizen of the City of Deer Park, one shall be at large.*

Section 2: Terms of service shall be four years or the remaining years of an unexpired term to which the director is appointed. Terms shall run from January 1<sup>st</sup> of the year of appointment. No more than three terms may expire in the same year. Any director who wishes to extend membership beyond the initial appointment shall submit an application for re-appointment and shall be considered with other applicants. The Board shall recommend applicants to the Mayor for appointment and confirmation by the Council.

Section 3: Directors shall serve without compensation

Section 4. Directors may resign from the Board at any time upon written notice addressed to the Mayor of the City of Deer Park.

Section 5. Any Director who misses three consecutive regularly scheduled meetings without notification of reason shall be deemed to have resigned from the Board and a new appointee shall be sought. *This section shall not apply to alternate members.*

Section 6. Notification of vacancy on Board shall be published in the local newspaper of record, plus other media as deemed desirable by the Board.

**ARTICLE III Board Meetings**

Section 1. Meetings shall be held monthly on regularly scheduled dates and times established by the Board. Notice of special meetings shall be given according to statute.

The Chairperson may schedule an Executive Board meeting as needed.

Section 2 A majority of the Directors shall constitute a quorum of the Board at all meetings and the affirmative vote of a majority present shall be necessary to pass any recommendation.

Section 3. Minutes of all meetings shall be submitted to the City Clerk within one week of each meeting.

Section 4: Each director shall have one vote. Voting in absentia shall be allowed. *The meeting agenda shall be distributed electronically five days prior to the meeting. Any votes in absentia must be submitted electronically a minimum of 24 hours in advance to be considered valid.* Member shall contact Airport Manager or Board Chairman to register a vote in absentia.

*Section 5: In the event of a directors absence the appropriate alternate shall fulfill the duties of the absent director with full voting authority. In the event of a vote received in absentia, the alternates vote shall be relinquished.*

*Section 6: Any alternate fulfilling a directors vacancy who wishes to extend membership beyond the original term of service shall submit an application for re-appointment and shall be considered with other applicants.*

#### **ARTICLE IV Officers**

Section 1. The Board shall elect a Chairperson and Vice Chairperson to serve a two year term starting January 1 of odd numbered years. If the office of Chair or Vice-Chair become vacant for any reason, the Board of Directors shall elect a successor who shall hold office for the unexpired term.

Section 2: The Chairperson shall coordinate with the Airport Manager to determine meeting agenda. The Chairperson shall call the meeting of the directors to order and shall act as presiding officer. The Vice Chairperson shall perform these duties in the absence of the Chairperson. The Chairperson, or appointee, may be called upon to present the recommendations of the Board to the City council.

Section 3 The Airport Manager (or appointee) shall take and publish the minutes of all meetings and send notices of upcoming meetings.

#### **ARTICLE V: Responsibilities of Board of Directors**

Section 1: The responsibilities of the Board are defined in Ordinance 2002-786 Sections 4-9. (attached). A summary of responsibilities includes:

- Recommendation for employment or discharge of Airport Manager and other airport personnel
- Adoption of Airport Rules and Regulations
- Recommendation to lease airport property
- Determination of Rents and Charges
- Preparation of annual budget
- Recommendations for Airport Master Plan and Capital Improvement Plan

These by-laws may be repealed or amended or new by-laws may be adopted at any meeting of the Board of Directors and ratified by the Deer Park City Council membership at the next meeting.

# Memo

**To: Deby Cragun**

**From: Darold Schultz**

**Date: March 11, 2016**

**RE: Council Agenda Item**

**The Deer Park Airport Board would like to recommend for City Council consideration:**

## **Deer Park Lease Plan Update**

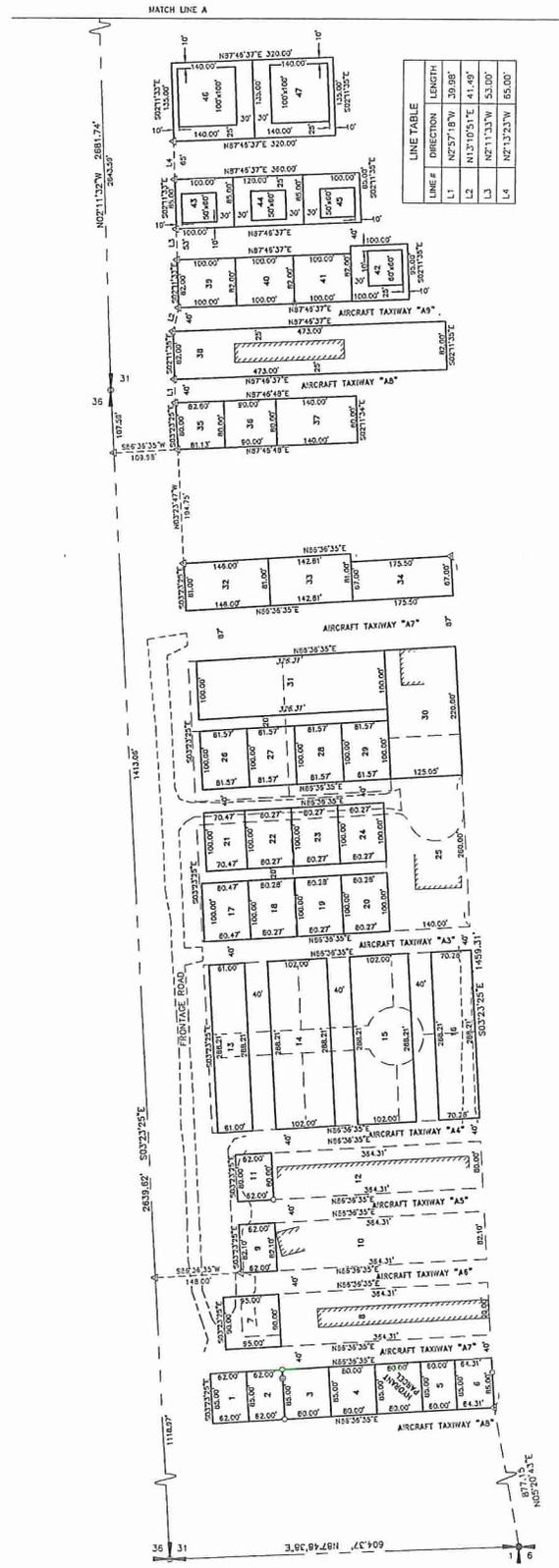
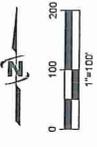
**JUB engineering has updated the lease plan to a simplified lot numbering system which captures all existing lots, and allows for leasing of new lots as the airport expands. The existing system was fractured in the method of identification, and does not make allowances for new lot leases.**



# DEER PARK MUNICIPAL AIRPORT LEASE PLAN

LOCATED IN THE SW 1/4 AND THE NW 1/4 OF SECTION 31, AND THE SW 1/4 SECTION 30, TOWNSHIP 29 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON

JUB ENGINEERS, INC.  
 422 Riverside Ave.  
 Suite 304  
 Spokane, WA 99201  
 Phone: 509.458.3762  
 Fax: 509.458.3762  
 www.jub.com



LINE#	DIRECTION	LENGTH
L1	N25°57'18\"/>	
L2	N43°10'51\"/>	
L3	N2°11'33\"/>	
L4	N2°13'23\"/>	

- LEGEND**
- SECTION CORNER
  - QUARTER SECTION CORNER
  - FOUND IRON PIPE, 1/2" DIAMETER
  - FOUND IRON PIN, 1/2" DIAMETER
  - △ CALCULATED POINT, NOTHING FOUND OR SET
  - - - ORIGINAL LEASE LINES
  - - - CHAINLINK FENCE
  - - - EDGE OF TRAVEL WAY

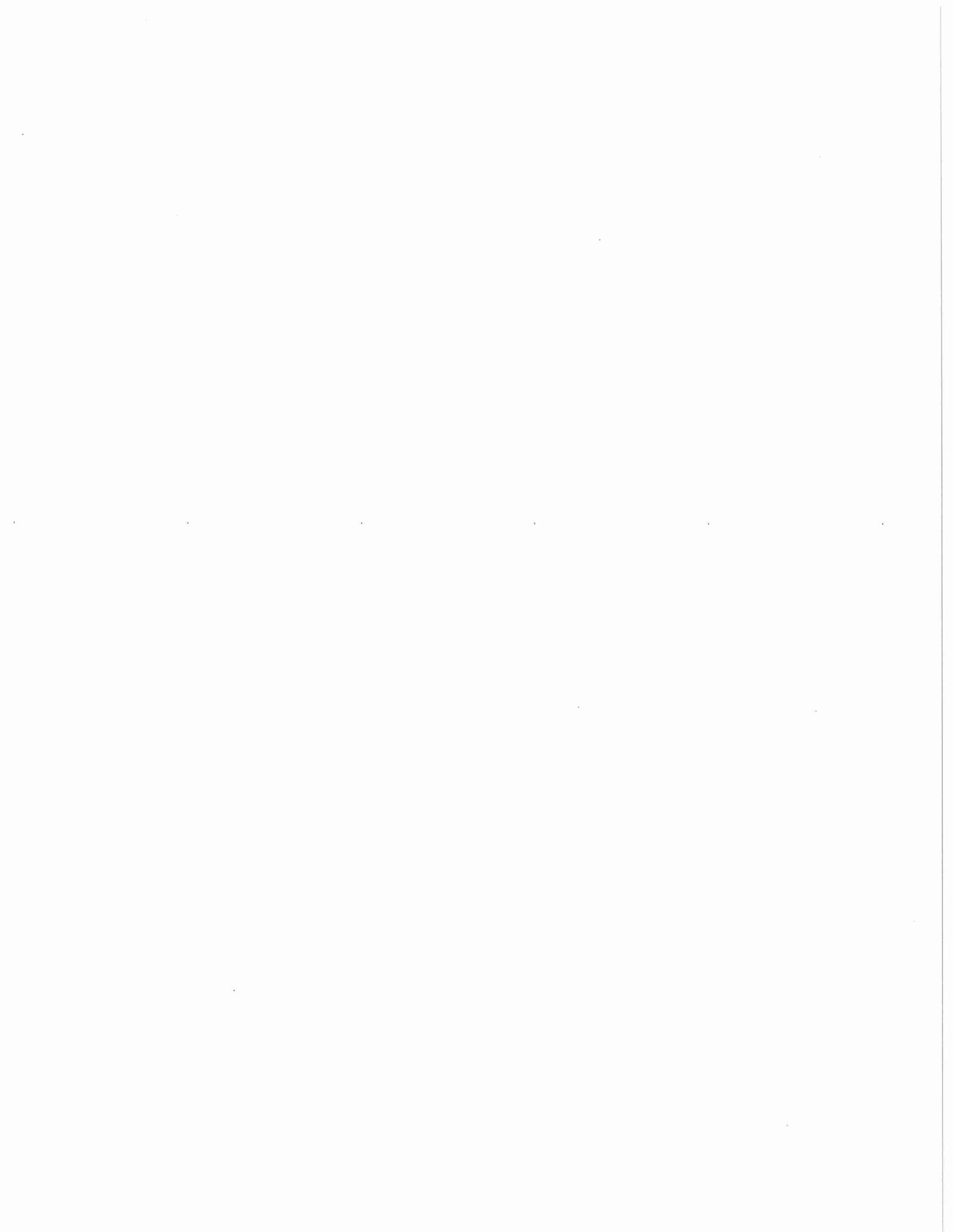
**BASIS OF BEARING**

THE BASIS OF BEARINGS IS SOUTH 02°33'35" EAST AS MEASURED ALONG THE WEST LINE OF THE WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, AS ESTABLISHED BY GPS OBSERVATIONS AT GRID AZIMUTH. ALL DISTANCES ARE PROJECTED TO GRID.



DEER PARK MUNICIPAL AIRPORT  
 LEASE PLAN 2016

SHEET NUMBER: 1



**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 34710 through 34742 including EFT Debits in the amount of \$136,129.27.

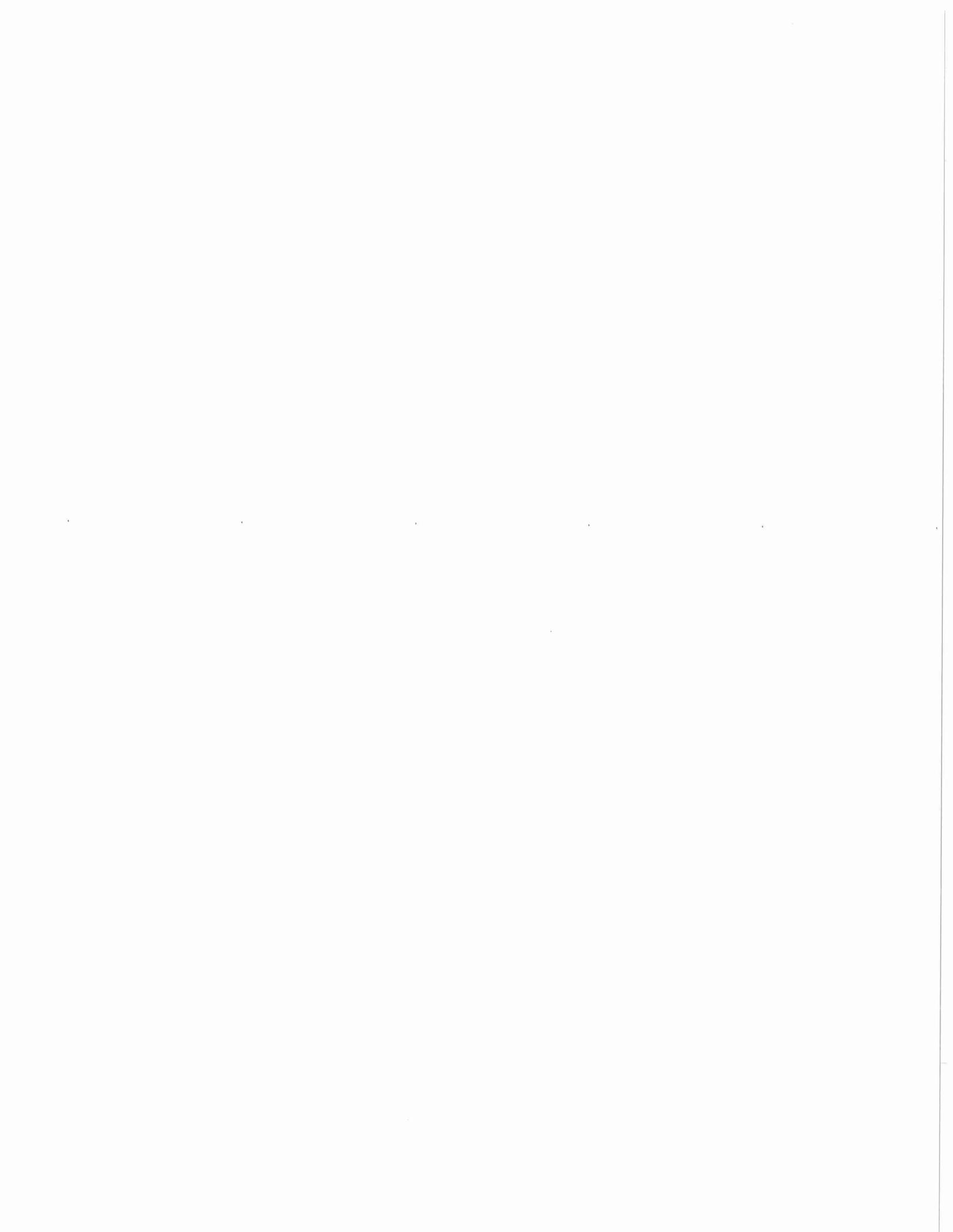
\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered 34710 through 34742 including EFT Debits in the amount of \$136,129.27 this 16<sup>th</sup> day of March 2016.

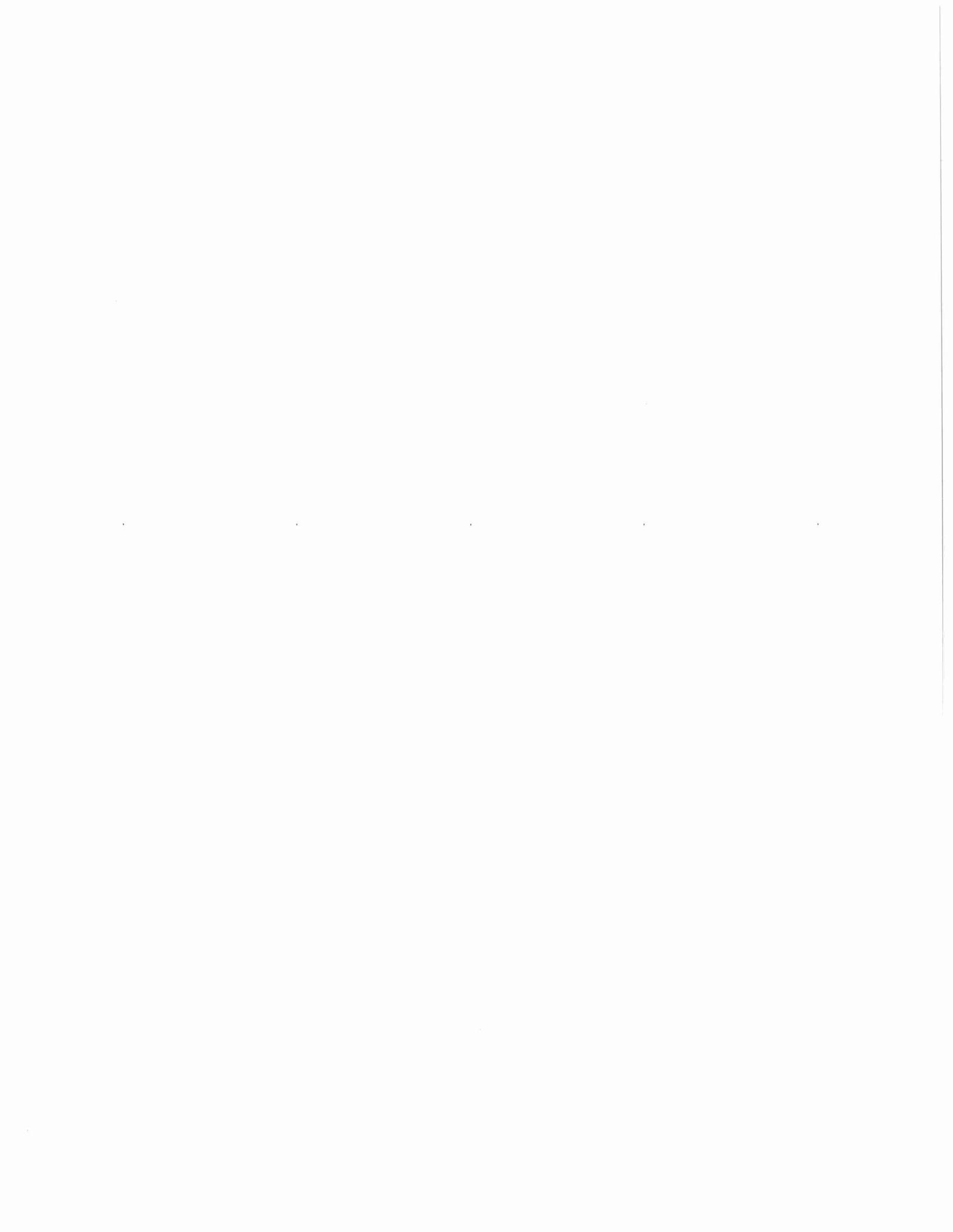
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## Vouchers 1st Half March 2016

Number	Vendor Name	Account Description	Amount
34710	7C's Construction, Inc	Golf Course Water Line	\$432.40
34711	American Linen	Mat Changes/Fresheners	\$58.02
		City Hall Cleaning Supplies	\$445.34
		Check Total:	\$503.36
34712	Applied Solutions, LLC	Misc Scada Support	\$833.00
34713	Avista Utilities	Electric Utilities	\$18,777.41
34714	Capital One Commercial	City Hall Breakroom Supplies	\$154.33
34715	Centurylink	Scope Phone Wire Repair	\$756.70
34716	Centurylink	Phone/Fax Charges	\$1,621.01
34717	City of Deer Park	Golf Course Restroom Permit	\$5,416.03
34718	City of Deer Park	City Water Bill Pymts	\$915.69
34719	City Service Valcon, LLC	City Equipment Fuel	\$602.72
		Terminal Maint Fee	\$16.00
		Resale Fuel	\$12,029.54
		Airport Vehicle Fuel	\$209.95
		Check Total:	\$12,858.21
34720	Consolidated Electrical Distributors	Light Fixture Ballasts	\$20.30
34721	Deer Park Ace Hardware	City/Airport Supplies	\$59.41
		Supplies	\$78.79
		Check Total:	\$138.20
34722	Deer Park Chamber of Commerce	Deer Park Chamber Assistance	\$700.00
34723	H.D. Fowler Company	Golf Course Waterline	\$970.24
		Golf Course Restroom Supplies	\$113.73
		Margaret Water Main	\$1,235.16
		Check Total:	\$2,319.13
34724	Inland Power And Light	Electric Utility Payment	\$1,264.20
34725	Jub Engineers, Inc.	Crawford/Colville Design	\$1,946.49
		Prof Svc/gma Comp Plan	\$6,044.59
		Subdivision DP Meadows Insp.	\$20,318.16
		Subdivision Hope Meadow Insp.	\$4,341.68
		Water Comprehensive Plan Update	\$782.69
		WW Comprehensive Plan Update	\$4,100.01
		WW Storage Lagoon Liner Replacement	\$11,263.15
		Check Total:	\$48,796.77
34726	Napa Auto Parts	Supplies	\$457.04
34727	National Barricade	Street Signs	\$647.85
34728	Oxarc Inc.	Welding Supplies	\$98.71
34729	Pat's Plumbing & Irrigation Supply	Supplies	\$49.62
34730	Prettyman's Septic Service	Airport Restroom Rental <i>Port to lets</i>	\$75.00
34731	Railroad Mgmt Company III, LLC	12 Inch Water Main Crossing	\$176.86
34732	Sharp Construction & Electric	Siding Replacement	\$9,056.80
34733	Soiltest Farm Consultants, Inc	Professional Services	\$2,087.50
34734	Spokane County Treasurer	Spok CO Law Enforc Contract	\$3,720.96
34735	Spokesman-Review	Ads And Legals	\$179.58
34736	The Drain Specialists	Sewer Video Inspection	\$275.66
34737	Tribune	Ads And Legals	\$43.40
34738	US BANK ST. PAUL	Revenue Bond Interest <i>SEWER</i>	\$11,685.00
34739	Verizon Wireless	City Cell Phone Charges	\$285.60
34740	Vision Municipal Solutions LLC	Computer Maintenance	\$2,287.00
34741	Washington Trust Bank	Central Services Supplies	\$8.56
		Items Purchased For Resale	\$923.47
		Professional Services	\$152.00
		R & M Equipment	\$80.54
		R & M Office Equipment	\$80.53
		Supplies	\$716.38
		Travel/training	\$176.18
		Check Total:	\$2,137.66
34742	Whitney Equipment Company, Inc.	R & M Structures	\$2,537.97
EFT Debit Excise	State of Washington	Excise Tax Remittance	\$4,325.31
		Fuel Sales Tax	\$495.01
		Check Total:	\$4,820.32
<b>Grand Total</b>			<b>\$136,129.27</b>
Total Accounts Payable for Checks #34710 Through #34742 EFT Debit Excise Tax Mar for Feb 2016			



# Memo

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To: Deby Cragun

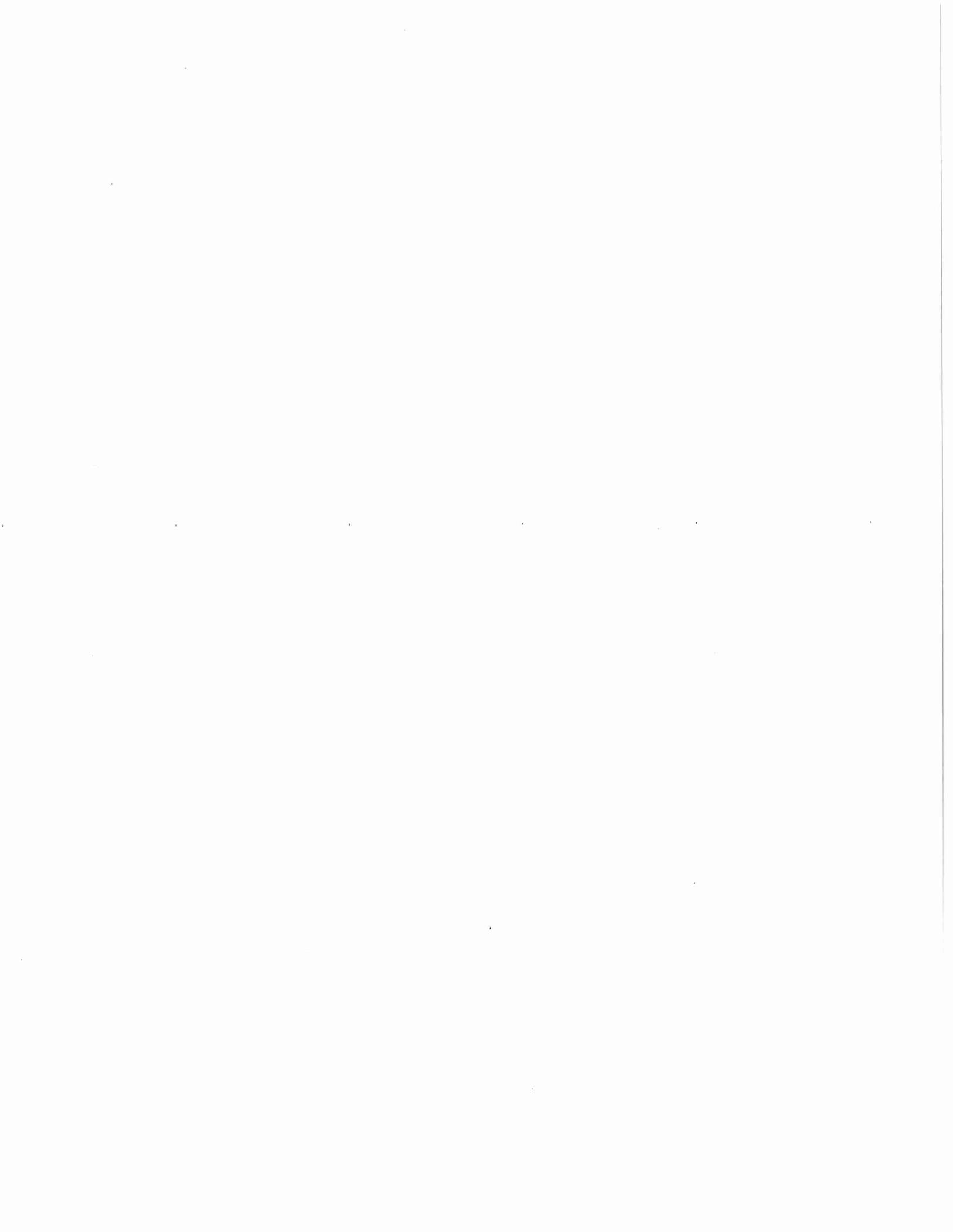
From: Darold Schultz

Date: March 2, 2016

RE: Surplus Equipment Designation

Airport Property to be declared surplus:

1. 500 gallon fuel storage skid painted Olive Drab, received from GSA surplus, 5+ years prior.  
Estimated value \$850.00
  2. 12 volt electric fuel transfer pump, estimated value \$150.
- Both items shall be sold through an online auction.-



**Deer Park Municipal Airport  
USE AGREEMENT**

THIS AGREEMENT is dated the 17th day of February, 2016 ("commencement date"), between the CITY OF DEER PARK, a Washington municipal corporation, (the "City") and AUTOSPORTS NORTHWEST, hereinafter referred to as "AUTOSPORTS NW".

1. **PREMISES.**

A. **Premises.** The City shall allow access to AUTOSPORTS NW the following premises (the "Premises"):

Portion of abandoned taxiway and adjacent unpaved land at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated November 10, 2008 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 AUTOSPORTS NW's intended purpose as a Rally Cross area.

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

C. **Rules and Regulations.** AUTOSPORTS NW 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. AUTOSPORTS NW agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, dust, 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 twelve months beginning on February 17, 2016 and terminating February 16, 2017

3. **RENTAL.** AUTOSPORTS NW shall pay to the City rental as follows: One Hundred (\$115.00) per event plus \$5.00 per registered driver.

Rent shall be due and payable within thirty (30) days of the associated event. If AUTOSPORTS NW 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, AUTOSPORTS NW shall be deemed to be in default of this agreement. See paragraph 13 for default terms

4. **MAINTENANCE AND REPAIR.** AUTOSPORTS NW 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.** AUTOSPORTS NW 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 AUTOSPORTS NW to remove such improvements at AUTOSPORTS NW's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

AUTOSPORTS NW expressly represents that all of AUTOSPORTS NW's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that AUTOSPORTS NW 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.** AUTOSPORTS NW shall limit rally cross activities to members and official rally cross registrants. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway to access rally cross event. 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.** AUTOSPORTS NW 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.

AutoSports NW shall notify the airport manager at least thirty (30) days prior to staging an event. Use of the premises shall be on a first come, first served basis. AutoSports NW is not guaranteed access to the area if other parties have made prior reservations.

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 of, or in any way related to the Premises, the use of the Premises or the operations of the AUTOSPORTS NW in, on or about the Premises by AUTOSPORTS NW or others. AUTOSPORTS NW agrees to indemnify, defend and save the City harmless from all claims, liabilities or expense arising from or related to AUTOSPORTS NW's leasing of the Premises including expense of litigation. In addition, AUTOSPORTS NW 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. AUTOSPORTS NW shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** AUTOSPORTS NW shall not assign, transfer or sublet the Premises.

12. **TERMINATION-HOLDING OVER.** Upon termination, AUTOSPORTS NW shall return the Premises and adjoining areas used by AUTOSPORTS NW to the City in clean condition, and in a condition acceptable to the City. If AUTOSPORTS NW shall, without the consent of the City, hold over after the expiration or termination of the tenancy, AUTOSPORTS NW shall pay to the City the rate of one and one-half (1 ½) times the then current rent, and AUTOSPORTS NW shall be bound by all of the provisions of this Agreement.
- The City reserves the right to terminate said Agreement upon ten (10) days written notice to the AUTOSPORTS NW without cause.
13. **DEFAULTS.** Time is of the essence, and if AUTOSPORTS NW is in default under this Agreement the City may immediately terminate this tenancy after having given AUTOSPORTS NW 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 AUTOSPORTS NW 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, AUTOSPORTS NW 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 AUTOSPORTS NW shall not be deemed a waiver of such default. No waiver by the City of any default by AUTOSPORTS NW shall be constructed to be a waiver of any subsequent default by AUTOSPORTS NW.
16. **BINDER.** This 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.** AUTOSPORTS NW 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, its AUTOSPORTS NW invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, AUTOSPORTS NW 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.** AUTOSPORTS NW 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. AUTOSPORTS NW shall indemnify, defend and save the City harmless from any and all of the costs, fees,

