

**City of Deer Park  
City Council Agenda  
May 04, 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 April 20, 2016 regular council meeting minutes**
- 6. New Business**
  - A. SR 395 Alternative Presentation ~ DOT
  - B. Wastewater Spray Farm – Fertilizer/Seed/Herbicide Bid Award
- 7. Resolutions**
- 8. Ordinances**
- 9. Consent Agenda**
  - A. Approval of Voucher Claim Check Nos. 34820 through 34850 including EFT Debits in the amount of \$348,165.02 for the last half of April 2016.
  - B. Approval of Payroll Check Nos. 12159 through 12189 including 941 Taxes in the amount of \$89,082.42 for the month of May 2016.
  - C. Airport Use Agreement ~ WSU Police Department.
- 10. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 11. Report of Officers**
- 12. Executive Session**
- 13. Adjournment**



**City of Deer Park  
City Council Agenda  
April 20, 2016  
7:00 p.m.**

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

**ROLL CALL**

Mayor Whisman called roll and the following were:

Present: Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,  
Don Stevens and Joe Polowski

Staff: Roger Krieger

Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.

Clerk/Treasurer: Deby Cragun

Audience: 8

**2. Invocation**

Casey Longly from the Vine Community Church gave the invocation.

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

Mayor Whisman requested to add as Item B under New Business A Grant Distribution Agreement from TIB for the Relight Washington Program.

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

**5. Approval of April 6, 2016 regular council meeting minutes**

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE April 6, 2016 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

A. Eagle Scout Presentation ~ Trae H. Taylor

This item was moved to the May 18, 2016 Council Meeting.

B. Grant Agreement Relight Washington Program ~ Transportation Improvement Board.

*Roger Krieger* reviewed the Program and stated TIB agrees to grant funds in the amount of \$86,850.00.

Following discussion,

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO:**

APPROVE THE RELIGHT WASHINGTON PROGRAM GRANT AGREEMENT WITH TIB IN THE AMOUNT OF \$86,850.00.

**MOTION CARRIED 5-0.**

**7. Resolutions**

No Resolutions

**8. Ordinances**

No Ordinances

**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 CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.**

- A. Approval of Voucher Claim Check Nos. 34782 through 34819 including EFT Debits in the amount of \$163,368.18 for the first half of April 2016.

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

Tom Costigan asked about the Swimming Pool and if it were going to be opened this summer. Mayor Whisman responded that it would be opened for open swim this season.

Ryan Moore, Deer Park Chamber of Commerce, Mr. Moore shared with those in attendance the Chamber activities of the past week.

**11. Report of Departments**

Roger Krieger updated the Mayor and Council on the Deer Park Meadows Subdivision and the Wastewater Lagoon Liner Project. Mr. Krieger stated the he and Brian Ramsden, Street Supervisor, would be attending a DOT briefing on the proposed fixes for highway 395.

Darold Schultz stated the FAA Grant Application on the Snow Equipment is moving forward. He also stated DNR has been interested in leasing a lot at the Airport and is in the process of securing a Lease Agreement with the City.

Deby Cragun stated she has begun the Annual Report Process and this year it has been trying keeping up with the updates. She also stated that City Hall will be closing early on Thursday, May 5, 2016 and all day Friday, May 6, 2016 for building repair and maintenance to the entrance hall in City Hall.

**12. Report of Officers**

No reports at this time.

**13. Executive Session**

There was no Executive Session.

**14. Adjournment**

There being no further business before the Council, Mayor Whisman adjourned the meeting at 7:35 P.M.

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Mayor Robert Whisman

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Deby Cragun, City Clerk/Treasurer



# Memorandum

**To:** Mayor and City Council  
**From:** Roger Krieger  
**Date:** April 21, 2016  
**Re:** Wastewater Spray Farm – Fertilizer / Seed / Herbicide Bid

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Pursuant to requirements of the State Auditor, we have advertised for bids for supplying the above listed items to the farmer of our Wastewater Effluent disposal operation. As required within our farming agreement with our current farmer, the City Wastewater Utility is responsible for supplying seed and fertilizer for the farming operation on an annual basis.

The bids were advertised as required in the Spokesman Review and are listed as unit price items with the potential to add / delete quantities as required. The intention of the bid process is to award the supply contract to one agency in its entirety.

Two bids were received at the bid opening on Wednesday, April 20, 2016 Bidders whom submitted bids were:

Lazy L Farm Service & Supply LLC – Clayton, Washington - \$18,990.80 (plus sales tax)

Horizon Distributors Inc – Spokane, Washington - \$24,717.90 (plus sales tax) However, bid was unresponsive to the bid requirements as 5 items were left off bid schedule.

It is the recommendation of staff, the award of the bid to Lazy L Farm Service & Supply LLC, for farm seed, fertilizer and herbicide for the 2016 wastewater irrigation and farming season.



**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 **34820 through 34850 including EFT Debits in the amount of \$348,165.02.**

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

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered **34820 through 34850 including EFT Debits in the amount of \$348,165.02 this 4<sup>th</sup> day of May 2016.**

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# Vouchers Last Half April 2016

Number	Vendor Name	Account Description	Amount
34820	Spokane County Auditor	6th and Cedar Construction	\$77.00
34821	American Linen	City Hall Fresheners	\$58.02
		City Hall Mat Changes	\$182.85
		Check Total:	\$240.87
34822	Anatek Labs	Water Testing	\$80.00
34823	Canon Financial Services, INC	Copier Contract Pymt	\$56.97
34824	Centurylink	Long Distance Charges	\$34.34
34825	City Service Valcon, LLC	Resale Fuel	\$12,252.76
34826	Contractors Northwest, Inc. (CNI)	Pay Request, Lagoon Liner Replacement	\$210,180.08
34827	Darold Schultz	Travel/training Reimbursement	\$366.98
34828	Deer Park Printing LLC	Water Bill Forms	\$756.15
34829	Department of Ecology/Cashiering Section	Aeration/Screening Loan Interest	\$4,812.69
		Aeration/Screening Loan Principle	\$16,815.79
		Check Total:	\$21,628.48
34830	Evergreen Truss	Boards for Golf Restroom Prep	\$80.21
34831	Fish Window Cleaning	City Hall & Shop Window Cleaning	\$542.00
34832	General Fire Extinguisher Svc.	Supplies	\$51.89
34833	H & H Business Systems	Graphics Equipment	\$57.62
34834	Hach Company	ww Lab Supplies	\$554.72
34835	Journal of Business	Magazine Ad	\$700.00
34836	Jub Engineers, Inc.	Prof Svc/gma Comp Plan	\$8,453.06
		Professional Services	\$17,368.07
		Subdivision DP Meadows Insp.	\$7,242.48
		SubdivisionHope Meadow Insp.	\$528.66
		WW Comprehensive Plan Update	\$5,572.86
		WW Storage Lagoon Liner Replacement	\$37,799.07
		Check Total:	\$76,964.20
34837	Magnuson, Waldo	Airport Equip Calibration Reimbursement	\$403.28
34838	Napa Auto Parts	Airport Supplies	\$150.00
34839	North Central Labs of Wisconsin, Inc	ww Lab Supplies	\$123.02
34840	Office Depot	Office Supplies	\$49.97
34841	Ogden/Murphy/Wallace PLLC	Crawford/Colville Design	\$2,751.55
		Legal Services Rendered	\$2,429.47
		Professional Services	\$1,070.69
		WW Storage Lagoon Liner Replacement	\$951.72
		Check Total:	\$7,203.43
34842	Oxarc Inc.	Chlorine Delivery Water System	\$541.13
		Chlorine Delivery WW System	\$1,623.38
		Check Total:	\$2,164.51
34843	Quality Control Services	Lab Equip Calibration	\$505.00
34844	Reliance Janitorial	City Hall Janitorial Svcs	\$490.00
34845	Ricoh USA, Inc	City Hall Copier Contract Pymt	\$208.62
34846	Schultz's Aviation, LLC	Management Contract	\$7,916.67
34847	Sid Hoots	Reimbursement For Water Trailer	\$1,500.00
34848	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$588.25
34849	Spokane County Treasurer's Office	1st Qtr 2016 Cadrms Cost	\$911.00
34850	Spokane Regional Hlth Dis	Permit Fees	\$510.00
EFT Debit	United States Postal Svc	Communications	\$817.00
Postage Refill			
4/2016			

**Grand Total**

**\$348,165.02**

**Total Accounts Payable for Checks #34820 Through #34850 & EFT Debit Postage Refill 4/2016**



**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 12159 through 12189 including 941 Taxes in the amount of \$89,082.42.

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

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12159 through 12189 including 941 Taxes in the amount of \$89,082.42 this 4<sup>th</sup> day of May 2016.

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## Deer Park Municipal Airport USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and WASHINGTON STATE UNIVERSITY POLICE DEPARTMENT, Washington (hereinafter "WSU POLICE DEPARTMENT" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2015 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to WSU POLICE DEPARTMENT 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 WSU POLICE DEPARTMENT'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.** WSU POLICE DEPARTMENT 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. WSU POLICE DEPARTMENT 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, WSU POLICE DEPARTMENT 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 WSU POLICE DEPARTMENT during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL.** WSU POLICE DEPARTMENT 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. WSU POLICE DEPARTMENT shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. WSU POLICE DEPARTMENT shall notify the airport manager of any cancellations. If WSU POLICE DEPARTMENT 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, WSU POLICE DEPARTMENT 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**. WSU POLICE DEPARTMENT 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**. WSU POLICE DEPARTMENT 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 WSU POLICE DEPARTMENT to remove such improvements at WSU POLICE DEPARTMENT's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

WSU POLICE DEPARTMENT expressly represents that all of WSU POLICE DEPARTMENT's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that WSU POLICE DEPARTMENT 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**. WSU POLICE DEPARTMENT shall limit EVOC training activities to WSU POLICE DEPARTMENT, its agents, employees, and registered volunteers ("Participants and Visitors"). All Participants and Visitors shall remain clear of active runways and taxiways. No Participant or Visitor 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**. WSU POLICE DEPARTMENT shall be solely responsible for supervision of the compliance of the Participants and Visitors with safety rules in the performance of this Agreement. 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 WSU POLICE DEPARTMENT in, on or about the Premises by WSU POLICE DEPARTMENT, its Participants and Visitors. WSU POLICE DEPARTMENT agrees to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by WSU POLICE DEPARTMENT, 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 WSU POLICE DEPARTMENT, or its Participants and Visitors while engaging in or arising from the WSU POLICE DEPARTMENT'S use of the Airport pursuant to the terms of this Use Agreement, to the

extent of the coverage afforded by the Revised Code of Washington (RCW) 43.19.766. The WSU POLICE DEPARTMENT is self-insured for all exposure to general liability as provided in the Revised Code of Washington (RCW) 43.19.766. The State of Washington's Self-Insurance Liability Program provides coverage up to \$5 million per occurrence for liabilities arising from the negligent acts of WSU and its Participants and Visitors acting in the performance of this Agreement. The Self-Insurance Program is continuous unless abolished by the Washington State Legislature. WSU POLICE DEPARTMENT will provide notice to City if such insurance program is abolished, and in that case shall procure replacement coverage sufficient to meet the requirements of this Agreement. The City shall be named as an additional insured. WSU POLICE DEPARTMENT shall furnish certificates of such insurance to the City prior to occupying the Premises. WSU POLICE DEPARTMENT will only provide a defense to City if the Office of the Attorney General of the State of Washington determines that it is appropriate to do so.

11. **ASSIGNMENT OR SUBLEASE.** WSU POLICE DEPARTMENT shall not assign, transfer or sublet the Premises.

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

13. **DEFAULTS.** Time is of the essence, and if WSU POLICE DEPARTMENT is in default under this Use Agreement the City may immediately terminate this tenancy after having given WSU POLICE DEPARTMENT 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 WSU POLICE DEPARTMENT 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, WSU POLICE DEPARTMENT 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, each side shall bear its own 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 WSU POLICE DEPARTMENT shall not be deemed a waiver of such default. No waiver by the City of any default by WSU POLICE DEPARTMENT shall be construed to be a waiver of any subsequent default by WSU POLICE DEPARTMENT.

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. WSU POLICE DEPARTMENT 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, WSU POLICE DEPARTMENT, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, WSU POLICE DEPARTMENT 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. WSU POLICE DEPARTMENT 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 WSU POLICE DEPARTMENT. Subject to Section 10 of this Agreement, WSU POLICE DEPARTMENT 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 WSU POLICE DEPARTMENT'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. WSU POLICE DEPARTMENT 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.	WSU Police Department
PO Box F	Jeff Olmstead
Deer Park WA 99006	P.O. Box 647300
(509)276-8802	Pullman, WA. 99164-7300
	(509) 335-4403
	jolmstead@wsu.edu

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: Approved By:**

**Lessee: Recommended By:**

By: [Signature] 3/22/16  
Printed Name: Amanda N. Owen,  
Contracts Manager, Finance and Admin

By: [Signature]  
Printed Name: BILL GARDNER  
Title: AVP SAFETY

EXHIBIT A  
DEPICTION OF PREMISES

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