

**City of Deer Park  
City Council Agenda  
March 04, 2020  
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 Tim Verzal  
Councilmember's: Dee Cragun, Mary Babb, Richie Schut,  
Caleb Stapp and Ron Scholz  
Community Services Director: Roger Krieger  
Clerk/Treasurer: Deby Cragun

**2. Invocation**

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

**5. Approval of February 19, 2020 regular council meeting minutes**

**6. New Business**

- A. Eagle Scout Presentation ~ Tyler Bates and Jayden Dodgen, Deer Park Ward LDS Church Troop 203 and Brigham Collins and Carl Schick, Clayton Ward LDS Church Troop 28.
- B. Shamrock Glen Plat Approval ~ File LP 2018-1 along with Shamrock Glen Phase 1 Required Improvements Agreement.
- C. Agreement for Professional Services 2020 N. Apron 2 and Taxilane 6 Project AIP 3-53-0022-027-2020. ~ JUB Engineers, Inc.
- D. Council E-mail

**7. Resolutions**

- A. Resolution 2020-002 ~ Vacation of Colville Road Between 6<sup>th</sup> St. and 5<sup>th</sup> St.

**8. Ordinances**

- A.

**9. Consent Agenda**

- A. Approval of Voucher Claim Check Nos. 38376 through 38404 including EFT Debits in the amount of \$81,797.74 for the Second Half of February 2020.
- B. Approval of Payroll Check Nos. 13661 through 13690 including PFML & 941 Taxes in the amount of \$100,896.14 for the month of February 2020.
- C. Deer Park Airport Lease Agreement ~ Bryan D. Dearden.
- D. Deer Park Municipal Airport Use Agreement ~ Spokane County Sheriff.

**10. Interested Citizens: Oral Communications, Requests, and Comments from Audience on Unrelated Agenda Items.**

**11. Report of Officers**

Americans with Disabilities Act (ADA) accommodations provided upon request

**12. Executive Session**

**13. Adjournment**

**City of Deer Park  
City Council Minutes  
February 19, 2020**

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

**1. ROLL CALL**

Mayor Verzal called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Richie Schut, Caleb Stapp and Ron Scholz
Community Services Director:	Roger Krieger,
City Staff:	Brad Wainwright
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience:	14

**2. Invocation**

Doug Lilly from Happy Home Church gave the invocation.

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

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

**5. Approval of February 05, 2020 regular council meeting minutes.**

**IT WAS MOVED BY CRAGUN, SECONDED BY STAPP; MOTION CARRIED (5-0) TO APPROVE THE FEBRUARY 05, 2020 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

A. Cooperation Agreement for Community Development Block Grant Funds.

Roger Krieger reviewed the Cooperation Agreement for CDBG Funds.

Following discussion,

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

APPROVE THE COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

**MOTION CARRIED 5-0.**

B. Task Order 2020-002 Cedar Road N. Extension: 6<sup>th</sup> St. to Enoch Rd. ~ JUB Engineers, Inc.

Roger Krieger reviewed Task Order 2020-002 Cedar Road N. Extension.

Following discussion,

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

APPROVE TASK ORDER 2020-002 CEDAR ROAD N. EXTENSION: 6<sup>TH</sup> ST. TO ENOCH RD. WITH JUB ENGINEERS, INC. IN THE AMOUNT OF \$770,053.55.

**MOTION CARRIED 5-0.**

**7. Resolutions**

There were no Resolutions.

**8. Ordinances**

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

- A. Approval of Voucher Claim Check Nos. 38341 through 38375 including EFT Debits in the amount of \$261,209.48 for the First Half of February 2020.
- B. Management Contract for 206 S. Main ~ Jeff Hicketier, Ericks Realty.
- C. Addendum to Lease w/Rent Increase 206 S. Main.

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

No Comments were given.

**11. Report of Departments**

Craig Schuh presented to the Mayor and Council his Annual Report regarding the Golf Course operations for 2019. He gave a brief update of DPGC's ninth year of operation under the City's ownership. He also stated since revenue for 2019 came in less than the 2009 agreed to baseline of \$575,000 the City will not receive a profit-sharing check. Brad Wainwright stated he and his crew have been busy in anticipation of Spring. Darold Schultz stated he tested the City's water system a couple of weeks ago and appreciated the City's quick response.

**12. Report of Officers**

- A. Councilmember E-mail.

Mayor Verzal discussed options of Council e-mail. Councilmembers discussed rationale for either having or not having e-mail addresses. By consensus staff directed to move to New Business on Agenda for further discussion and action.

Councilmember Stapp appreciated SNAP at the Chamber Luncheon on Tuesday as they spoke to Small Business Assistance.

Councilmember Scholz wished the Deer Park Wrestling Team the best of luck on their journey west to compete at the State Wrestling Championship.

### **13. Executive Session**

There was no Executive Session.

### **14. Adjournment**

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:50 P.M.

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Mayor Tim Verzal

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Deby Cragun, City Clerk/Treasurer



## Memorandum

To: Mayor and City Council

From: Roger Krieger

Date: February 25, 2020

Re: Shamrock Glen Plat Approval – File LP 2018-1

Final approval of the first phase of the Shamrock Glen Subdivision submitted by OO Land Holding LLC is before the Council for approval pursuant to DPMC 17.28.040(C)(5), which provides “the City Council shall determine whether conditions imposed when the preliminary plat was approved have been met or bonded and the requirements of state law and this title have been satisfied by the subdivider. And, if the City Council determines that the above conditions have been met and have approved the plat, the mayor shall thereupon cause the original drawing to be sign and transmitted to the County Treasurer’s office”.

Attached for your information is the application packet, final plat drawings, SEPA Checklist and staff report, along with a copy of the original Findings of Fact and conditions by the Commission. This information was previously provided in April, 2019, as a status report to you after completion of the appeal period from the previous Planning Commission adoption of the preliminary plat. Further, DPMC 17.32.020 provides a path for Plat Approval should all elements of a subdivision project cannot be completed due to winter weather, etc., yet allows for the Plat to be recorded for beginning of dwelling construction. This plat is the first time where this type of agreement has been utilized, and has received Planning Commission concurrence and recommendation for adoption. The “Required Improvements Agreement”, has been signed by the applicant and is included in the packet for your approval, along with the Final Plat.

This plat and improvements have received all the engineering approvals and inspection and testing procedures required by the City during the project development work which has spanned over the past few months since the preliminary plat approval. This plat is complete in form, dedications, restrictions and signature blocks for approval. In addition, all as-built drawings have been received, fees collected and a warranty bond posted for the period of one year by the Contractor as required within the ordinance.

A specific motion of the Council is required to: 1) approve the Final Plat, that is located in the SW of Section 1, Township 28 North, Range 42 East, W.M., City of Deer Park, Spokane County, Washington, 2) to accept all easements, dedications, restrictions and rights-of-way as shown, 3) to accept all improvements completed within the subdivision for continued maintenance by the City of Deer Park, and 4) to approve the “Required Improvements Agreement” for recording of the plat.



FINAL PLAT OF SHAMROCK GLEN

LOCATED IN THE NORTH 1/2 OF SECTION 1, T.28 N., R. 42 E., W.14., CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON

DEDICATION

LET IT BE KNOWN THAT YOUNG BURGESS, LLC, THE OWNER OF SAID PROPERTY, HAS CAUSED TO BE PLATED...

SHAMROCK GLEN, CITY OF DEER PARK, COUNTY OF SPOKANE, STATE OF WASHINGTON.

CITY OF DEER PARK, CITY OF DEER PARK

WATER PURVEYOR, CITY OF DEER PARK

THE OWNER HEREBY DEDICATES TO THE CITY OF DEER PARK AND TO AUTHORIZED AGENTS AND TO THE CITY OF DEER PARK PUBLIC WORKS DEPARTMENT...

THE CITY OF DEER PARK HEREBY GRANTS TO THE OWNER OF SAID PROPERTY THE RIGHT OF EASE...

THE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE CITY OF DEER PARK AND TO THE PUBLIC FOR THE CONVEYANCE, STORAGE, AND DISPOSAL OF STORMWATER...

PROPERTY OWNERS WITHIN THIS PLAT SHALL BE HELD RESPONSIBLE FOR MAINTAINING THE SURFACE PART OF ANY AND ALL DRAINAGE FLOW LINES AND ACCESS STRUCTURES...

DRIVEWAY ACCESS TO "C" STREET FROM LOTS 9 AND 7, BLOCK 2 IS PROHIBITED.

DRIVEWAY ACCESS TO "B" STREET FROM LOTS 1 AND 12, BLOCK 2 IS PROHIBITED.

DRIVEWAY ACCESS TO WESTWICH AVENUE FROM LOT 1, BLOCK 1 IS PROHIBITED.

DRIVEWAY ACCESS TO "D" STREET FROM LOTS 1 THROUGH 11, BLOCK 1 IS PROHIBITED.

THE FENCE SEPARATING LOTS 1 THROUGH 11, BLOCK 1 FROM "D" STREET SHALL BE MAINTAINED, REPAIRED, AND/OR REPLACED BY THE NEAREST LOT FRONTAGE IN THE BLOCK.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, THE ABOVE SAID OWNER HAS CAUSED HER/HIS NAME TO BE HEREIN SUBSCRIBED...

BY: [Signature] ITS: [Signature]

STATE OF WASHINGTON COUNTY OF SPOKANE

I CERTIFY THAT I KNOW OR THAT I HAVE SATISFACTORY EVIDENCE THAT [Name] IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT...

DATED THIS 11 DAY OF FEBRUARY, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SPOKANE COUNTY

BY COMMISSION EXPIRES: 07/15/2023

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, THE ABOVE SAID OWNER HAS CAUSED HER/HIS NAME TO BE HEREIN SUBSCRIBED...

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DATED THIS 11 DAY OF FEBRUARY, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SPOKANE COUNTY

BY COMMISSION EXPIRES: 07/15/2023

SPOKANE COUNTY AUDITOR

PLAT FOR RECORDING THIS DAY OF FEBRUARY 2020 AT 10:00 AM AT THE OFFICE OF THE COUNTY CLERK, SPOKANE COUNTY, WASHINGTON, AT THE RESIDENCE OF 60 LAND BUILDING.

SPOKANE COUNTY AUDITOR

SPOKANE COUNTY TREASURER

TREASURER OF SPOKANE COUNTY, WASHINGTON DO HEREBY CERTIFY THAT ALL TAXES WHICH HAVE BEEN PAID TO THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON, HAVE BEEN FULLY PAID, SATISFIED AND RECEIVED.

DATED THIS DAY OF FEBRUARY 2020.

SPOKANE COUNTY TREASURER

CITY PUBLIC WORKS

EXAMINED AND APPROVED THIS DAY OF FEBRUARY 2020.

CITY OF DEER PARK PUBLIC WORKS DIRECTOR

EXAMINED AND APPROVED THIS DAY OF FEBRUARY 2020.

CITY PLANNING COMMISSION

EXAMINED AND APPROVED THIS DAY OF FEBRUARY 2020.

CITY OF DEER PARK PLANNING COMMISSION

EXAMINED AND APPROVED THIS DAY OF FEBRUARY 2020.

CITY OF DEER PARK CLERK

EXAMINED AND APPROVED THIS DAY OF FEBRUARY 2020.

DEER PARK TREASURER

EXAMINED AND APPROVED THIS DAY OF FEBRUARY 2020.

CITY TREASURER

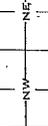
SURVEYOR'S CERTIFICATE

I, DAVID A. DOWELL, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HAVE PERSONALLY EXAMINED THE PLAT HEREIN SUBMITTED TO THE CITY OF DEER PARK...



DAVID A. DOWELL, P.L.S. CERTIFICATE NO. 12345

LOCATION



CITY OF DEER PARK, FILE NO. LP 2019-1

Table with columns: SHEET 1 OF 4, AMWCE, DATE, DRAWN BY, CHECKED BY, REVIEWED BY, DATE.



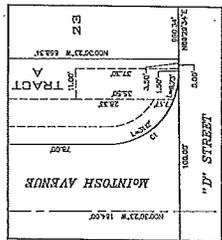




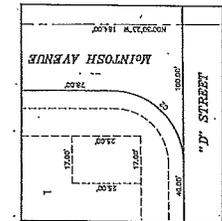
# FINAL PLAT OF SHAMROCK GLEN

LOCATED IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, T. 28 N., R. 42 E., W.M., CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON

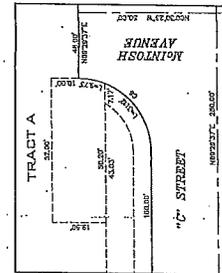
SPOKANE COUNTY AUDITOR  
 FILED FOR RECORD THIS DAY OF 2018 AT THE CLERK'S OFFICE OF SPOKANE COUNTY, WASHINGTON, AT THE REQUEST OF SAID AUDITOR.  
 SPOKANE COUNTY AUDITOR



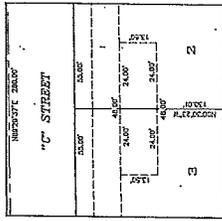
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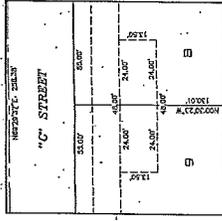
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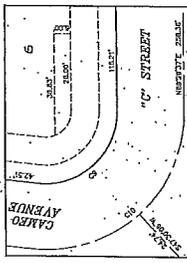
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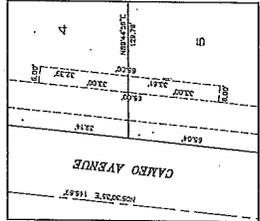
DETAIL "D"



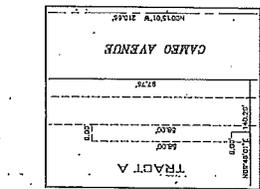
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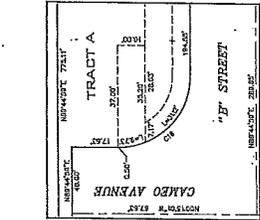
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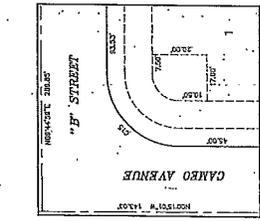
DETAIL "H"



DETAIL "I"



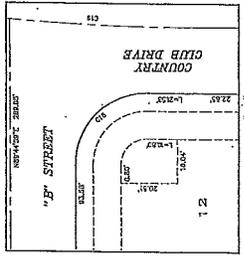
DETAIL "J"



DETAIL "K"



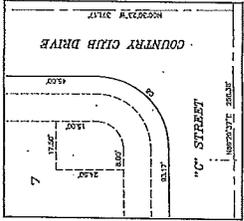
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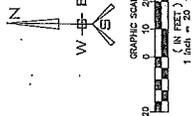
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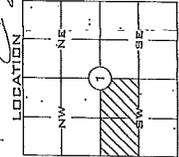
DETAIL "N"



DETAIL "O"



**SURVEYOR'S CERTIFICATE**  
 I, DAVID A. CAPPEL, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT REPRESENTATION OF THE FACTS AND CONDITIONS AS SHOWN, AND THAT THE SHOWN MEASUREMENTS AND CALCULATIONS ARE THE RESULT OF MY PERSONAL SUPERVISION AND CALCULATION.  
 DAVID A. CAPPEL, P.L.S. CERTIFICATE NO. 30573

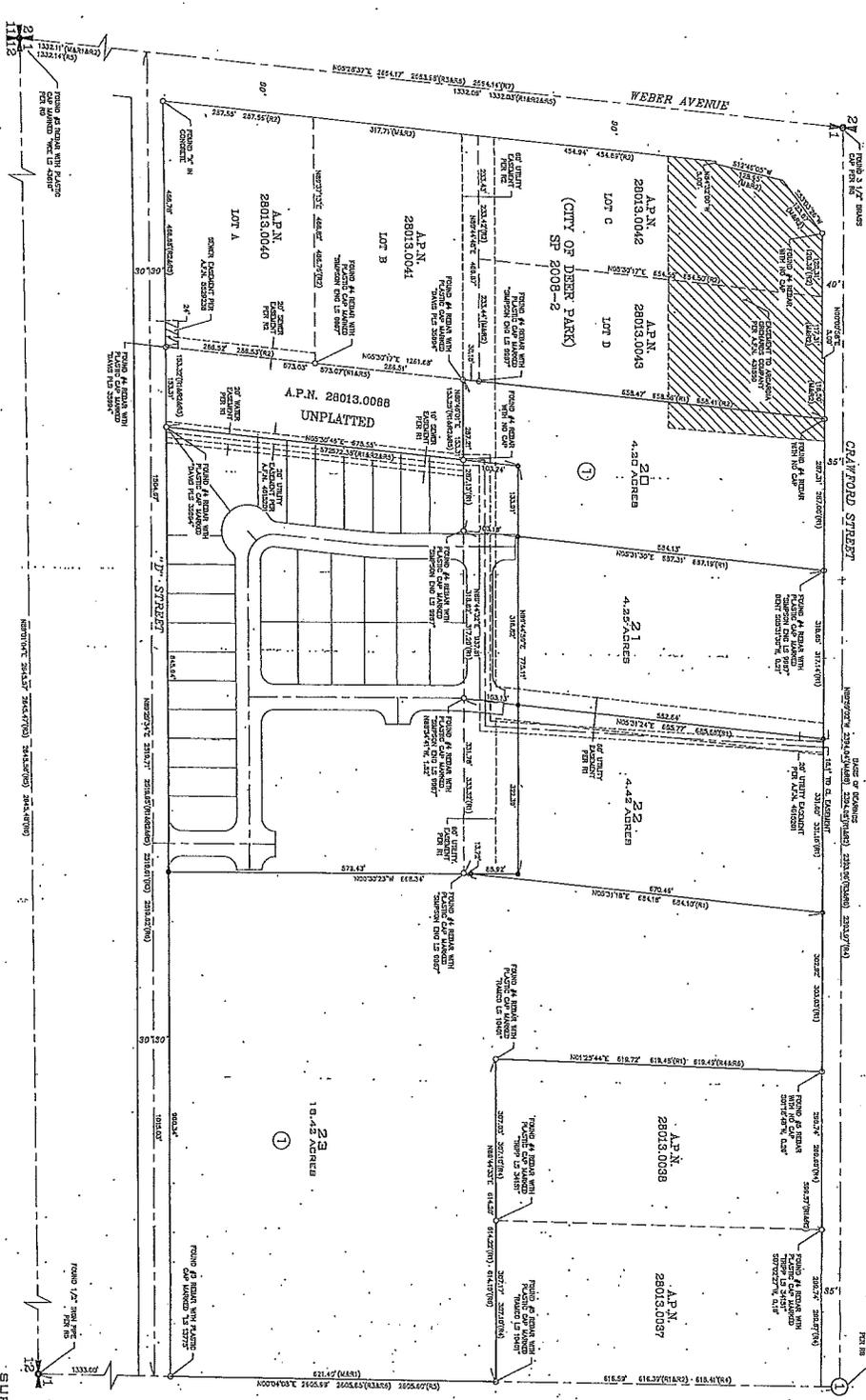


CITY OF DEER PARK FILE NO.: LP 2018-1  
 SHEET 4 OF 4  
**AWCFE**  
 WYNNE CONSULTING GROUP  
 18-2066



FINAL PLAT OF  
**SHAMROCK GLEN**  
 LOCATED IN THE NORTH 1/2 OF DEER PARK, SPOKANE COUNTY, WASHINGTON

SPOKANE COUNTY AUDITOR  
 FILED FOR RECORD THIS 20th DAY OF SEPTEMBER 2018  
 AT THE OFFICE OF SPOKANE COUNTY, WASHINGTON, AT  
 THE REQUEST OF DAVID W. WICE



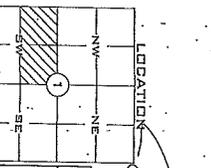
**BASIS OF BEARING**  
 THE DATA OF BEARING USED FOR THIS PLAT IS THE DATA OF THE SURVEY MADE BY THE SURVEYOR AND IS BASED ON THE MEAN SEA LEVEL DATUM. THE DATA OF BEARING IS BASED ON THE MEAN SEA LEVEL DATUM AND IS NOT BASED ON ANY OTHER DATUM.

**REFERENCES**  
 (1) SP 2008-1, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (2) SP 2008-2, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (3) SP 2008-3, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (4) SP 2008-4, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (5) SP 2008-5, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (6) SP 2008-6, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (7) SP 2008-7, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (8) SP 2008-8, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (9) SP 2008-9, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (10) SP 2008-10, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (11) SP 2008-11, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (12) SP 2008-12, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (13) SP 2008-13, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (14) SP 2008-14, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (15) SP 2008-15, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (16) SP 2008-16, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (17) SP 2008-17, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (18) SP 2008-18, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (19) SP 2008-19, SEC. 24 OF SPOKANE PLAT, PG. 20.  
 (20) SP 2008-20, SEC. 24 OF SPOKANE PLAT, PG. 20.

**SURVEYOR'S NOTES**  
 1. DATE OF SURVEY: SEPTEMBER 2018. MONUMENTS: IRON PIPES, 2018.  
 2. (SOURCE: COUNTY TITLE COMPANY, QUANTILE FROM SECTION, CORNER)  
 3. (SOURCE: DAVID W. WICE, 2018).

**EQUIPMENT AND PROCEDURES**  
 THIS SURVEY WAS CONDUCTED USING THE FOLLOWING EQUIPMENT AND PROCEDURES:  
 1. SURVEYING INSTRUMENT: TOTAL STATION, SOKKIA, MODEL: TS-6020, 2018.  
 2. SURVEYING METHOD: TRIPLE DISTANCE, 2018.  
 3. SURVEYING TECHNIQUE: TRIPLE DISTANCE, 2018.  
 4. SURVEYING PROCEDURE: TRIPLE DISTANCE, 2018.  
 5. SURVEYING STANDARD: 1/4" = 100', 2018.

**LEGEND**  
 ○ FOUND MONUMENT AS NOTED  
 ○ SET AS BOUNDARY MARKING ON THE LINE WITH NUMBER INDICATED  
 ○ SET AS BOUNDARY MARKING UNDER NOTED DIMENSION  
 ○ SECTION CORNER  
 ○ SECTION QUARTER CORNER  
 ○ X 2000' ADDRESS  
 ○ A.P.N. ADDRESS, NUMBER



**SURVEYOR'S CERTIFICATE**  
 I, DAVID W. WICE, A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF WASHINGTON, HAVE THIS DAY SURVEYED AND PLATTED THE ABOVE DESCRIBED LAND AND HAVE FOUND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS OWNED BY THE ABOVE NAMED PARTY AND I HAVE THEREFORE PLATTED THE SAME IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY OF SPOKANE, WASHINGTON, AND I HAVE THEREFORE AFFIXED MY SIGNATURE AND SEAL TO THIS PLAT.

DAVID W. WICE, SURVEYOR, LICENSE NO. 30873

**CITY OF DEER PARK FILE NO.: LP 2018-1**

PLATTED BY:	DAVID W. WICE
DATE:	SEPTEMBER 2018
SHOWED BY:	DAVID W. WICE
RECORDED BY:	DAVID W. WICE

**WICE**  
 DAVID W. WICE, SURVEYOR  
 1313-2066

**SHEET**  
 2 OF 4  
 JOB NUMBER  
 1313-2066



**SHAMROCK GLEN PHASE 1  
REQUIRED IMPROVEMENTS AGREEMENT**

THIS SHAMROCK GLEN PHASE 1 REQUIRED IMPROVEMENTS AGREEMENT (the "Phase 1 Agreement") is made by and between the City of Deer Park (the "City"), a Washington municipal corporation, Viking Builders, LLC ("Viking"), a Washington limited liability company, and OO Land Holding, LLC ("Land Holding"), a Washington limited liability company (Viking and Land Holding are collectively referred to herein as "Developer"). The City and Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Parties entered into a Development Agreement for Shamrock Glen Development recorded on January 22, 2019 under Spokane County Auditor's File No. 6777006 ("Development Agreement"). The Development Agreement is incorporated herein by this reference. Except as specifically modified in this Phase 1 Agreement, the terms of the Development Agreement shall apply to the Shamrock Glen Development, including Phase 1.
- B. The Developer is seeking final plat approval for Phase 1 of the Shamrock Glen Development ("Phase 1").
- C. Improvements to Phase 1 are required prior to final plat approval, however, the City is willing to waive this requirement and exercise its option under Deer Park Municipal Code ("DPMC") 17.32.020 by entering into this Phase 1 Agreement in order to grant final plat approval prior to completion of the Required Improvements identified herein.
- D. To guarantee the completion of all such improvements, Viking has deposited with the City Clerk a cashier's check, payable to the City in the amount of \$77,704.

Now, therefore, the Parties agree as follows:

**AGREEMENT**

- 1. Recitals. The above Recitals are incorporated herein by this reference as binding commitments of the Parties.
- 2. Title. The Developer warrants that it is or includes the owner and developer of certain real property located in Spokane County and in the City and bordered by Crawford Road, Weber Road, and D Street, and as legally described in the Development Agreement.
- 3. Required Improvements. The Parties acknowledge that the Phase 1 improvements that shall be made before the Completion Date (as defined below) are generally described as follows: sidewalks, underdrain pads, hydroseeding, final grade for all lots, and swales in areas between

curbs and sidewalks. The Required Improvements are more fully described in the letter and construction costs detail dated January 31, 2020 from Ray Kimball of Whipple Consulting Engineers, Inc. to Roger Kreiger, City Community Services Director, a copy of which is on file at the City (the "Required Improvements"). The Required Improvements shall be constructed to applicable City standards and codes. Deference shall be given to City Community Services Director and City Engineer interpretations and decisions of whether the improvements have been completed.

4. Guarantee; Cashier's Check. In order to guarantee timely and satisfactory completion of the improvements set forth above before the Completion Date, the Developer shall deposit with the City a Cashier's Check made payable to the City in the amount of SEVENTY-SEVEN THOUSAND SEVEN HUNDRED AND FOUR DOLLARS (\$77,704). The Cashier's Check shall be returned to the Developer only upon satisfactory completion of the improvements, as determined by the City Community Services Director and City Engineer prior to the Completion Date. The Cashier's Check shall be forfeited to the City for failure to perform as per the terms of this Phase 1 Agreement. All funds forfeited shall be used by the City to construct the Required Improvements for Phase 1 with any remaining funds after all improvements and expenses have been paid by the City to be reimbursed to the Developer.

5. Completion Date. The terms of this Phase 1 Agreement shall be fully completed on or before July 31, 2020 (the "Completion Date").

6. Inspection by City. Upon completion of all or any part of the Required Improvements, the Developer shall request the City to enter the Phase 1 area to inspect all improvements, and construction work related thereto, performed or completed by the Developer. The Developer shall be responsible for certifying that all materials and construction meet the intent of the respective design for each Required Improvement. Final approval by the City Community Services Director and the City Engineer of the Required Improvements shall commence the Warranty Period set forth below.

7. Warranty. The Developer shall warrant and guarantee that the Required Improvements and all other Phase 1 improvements remain in good condition and continue to meet specifications for a period of one year following City written acceptance of the Required Improvements and all other Phase 1 improvements which shall be provided by the City Community Services Director (the "Warranty Period"). The Developer's warranty shall include all defects in design, workmanship, materials, and any damages caused by Developer, or its agents to any improvements. The Developer shall have all of the improvements inspected by the City Engineer at least one month prior to the expiration of the Warranty Period. The City Engineer shall issue a final report to the City regarding the condition of the Required Improvements and all other Phase 1 improvements. In the event the City Engineer identifies any irregularities or flaws in the workmanship or materials of the improvements, the Warranty Period will be extended by the City as recommended by the City Engineer. The costs of these inspections and reports of the City Engineer shall be paid for by the Developer. The provisions in Chapter 17.32 of the DPMC shall apply to the correction of any deficiencies determined to exist by the City.

8. Letter of Credit. Developer shall secure an irrevocable letter of credit in a form acceptable to the City from a qualified banking institution in the amount of FIFTY-FOUR THOUSAND EIGHT HUNDRED AND FIFTEEN DOLLARS (\$54,815) (the "Warranty "). The Warranty will serve as security for the Required Improvements and all other Phase 1 improvements for the Warranty Period. Release of the Warranty is contingent upon final inspection and approval by City Community Services Director and City Engineer of the Required Improvements and all other Phase 1 Improvements and expiration of the Warranty Period.

9. Occupancy Permits for Phase 1 Residences. Until completion of the Requirement Improvements, no temporary or final occupancy permits will be issued by the City to occupy any of the residential structures constructed in Phase 1 of the Shamrock Glen Development. The Developer shall provide any purchaser of a Phase 1 residential lot and structure with written notification of this provision of this Phase 1 Agreement at or prior to the closing of the purchase and sale of any Phase 1 residential lot and structure.

10. Termination. This Phase 1 Agreement shall terminate upon final inspection and approval by City of the construction of the Required Improvements and expiration of the Warranty Period, including any extension of the Warranty Period.

11. Authority: Each person signing this Phase 1 Agreement has the full authority to execute this Agreement and bind the Parties relating to it.

12. Phase 1 Agreement Preparation Cost. The Developer shall reimburse the City for the cost of preparation of this Phase 1 Agreement.

13. Entire Agreement; Effective Date. This Phase 1 Agreement constitutes the entire agreement between the City and the Developer. Any modification of this Phase 1 Agreement or additional obligation assumed by the City and the Developer in connection with this Phase 1 Agreement shall be binding only if evidenced in writing and signed by both the City and the Developer. The Effective Date of this Phase 1 Agreement shall be the date of approval of this Phase 1 Agreement by the City Council.

APPROVED BY THE CITY COUNCIL OF  
THE CITY OF DEER PARK, WASHINGTON  
AT AN OPEN PUBLIC MEETING THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
MAYOR TIMOTHY VERZAL

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SPOKANE     )

I certify that I know or have satisfactory evidence that Timothy Verzal is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Deer Park to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
(Print Name)  
My Appointment Expires: \_\_\_\_\_

APPROVED BY DEVELOPER:

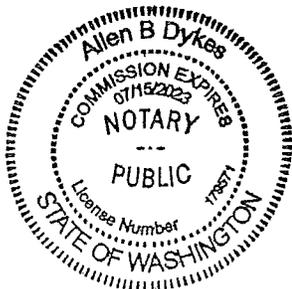
VIKING BUILDERS, LLC

[Signature]  
RYAN OLSON, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Ryan Olson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Viking Builders, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

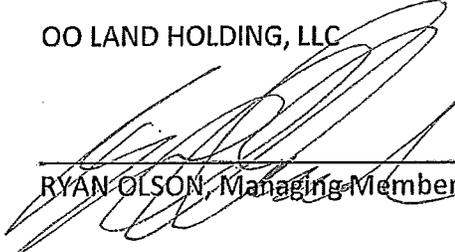
Dated: February 21, 2020.



[Signature]  
NOTARY PUBLIC  
ALLEN B. DYKES  
(Print Name)  
My Appointment Expires: 07/15/2023

APPROVED BY DEVELOPER:

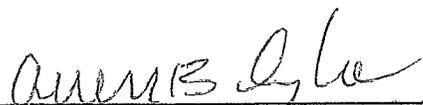
OO LAND HOLDING, LLC

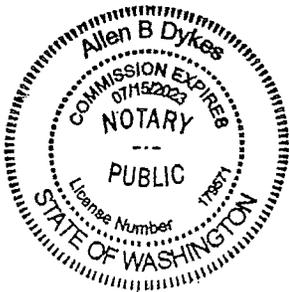
  
\_\_\_\_\_  
RYAN OLSON, Managing Member

STATE OF WASHINGTON     )  
  ) ss,  
COUNTY OF SPOKANE     )

I certify that I know or have satisfactory evidence that Ryan Olson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of OO Land Holding LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 21, 2020.

  
\_\_\_\_\_  
NOTARY PUBLIC  
ALLEN B. DYKES  
(Print Name)  
My Appointment Expires: 07/15/2023



**STAFF REPORT**

TO: Deer Park Planning Commission                      PREPARED BY: Roger Krieger  
RE: Shamrock Glen LP 2018-1                              DATED: February 15, 2019  
TYPE: Planning Commission Approval                      LOCATION: South of Crawford Avenue,  
North of D Street and East of S. Weber Ave.

**GENERAL INFORMATION**

Applicant: OO Land Holding, LLC  
19425 E. Broadway Ave, Spokane Valley, WA 99016

Status of Applicant: Owner

Parcel Owner: OO Land Holding, LLC  
19425 E. Broadway Ave, Spokane Valley, WA 99016

Requested Action/Purpose: Approval of Long Plat 2018-1, a Replat of a portion of land within the NW1/4, SW1/4 of Sec. 1, T28N, R42E, W.M., and more particularly identified as Spokane County Tax Parcels 28013.0042, 28013.0043, 28013.0031, 28013.0032, 28013.0033, 28013.0034, 28013.0040 and 28013.0041.

Size: 57.0 Acres.

Physical Characteristics: Land is slightly sloped to South from the North boundary of the parcels and covered with fields and small trees.

Development Characteristics: Subdivision into 210 lots of medium density residential development and multifamily development, a potential net density of 5.44 lots to the acre, lot size ranging from 6,380 square feet to 8,006 square feet.

Transportation: The proposed subdivision mostly fronts along the city streets of E. D Street, E. Crawford Avenue and S. Weber. However, through negotiated Development Agreement, no lots will directly access onto listed streets, but single access roadways throughout phased development will access each primary route giving access to lots with the interior street system proposed. Distribution of trips from the site is coincides with phasing per plan, with 211 am peak hour trips, 275 pm peak hour trips and ADT of 2,692 accessing the city street distribution system of D Street, S. Weber Avenue and E. Crawford Avenue. The future distribution is weighted towards Crawford Avenue because of the direct route to Main Street and which provides two connections to SR 395.

Parking: Residential zoning requirements include two off street parking spaces per unit. In addition, traffic mitigation fees are to be collected at building permit issuance for each parcel per the Development Agreement noted above.

Existing Zoning: Diversified Commercial (CD), which allows for residential and multifamily residential as permitted in the Residential 3A and Multifamily Zones.

Surrounding Use/Zoning:

North: Developed land, Diversified Commercial zoned.  
West: Developed land, Multifamily and Residential 3A zoned.  
South: Developed land, Public zoned.  
East: Developed land, Diversified Commercial zoned.

Comprehensive Plan Designations: Mixed Use – Residential and Commercial.

History: Lands that are part of the application are part of a Development Agreement, entered into on January 2, 2019, between OO Land Holding, LLC, and City of Deer Park covering the future development requirements for the parcel.

Environmental Documentation: A proposed Mitigated Determination of Nonsignificance for the project was issued January 28, 2019, by the City. As of this writing, no comments have been received regarding the determination made by the Lead Agency.

The original application submittals were received on May 1, 2018, which included the preliminary application for subdivision along with a Project – State Environmental Policy Act Checklist. From the submittal date, staff review comments and responses and/or changes to the plat have been completed as well as approval of a Subdivision Development Agreement and completion of a Mitigated Determination of Non-Significance.

The parcels of land is located South of Crawford Avenue, North of D Street, and East of S. Weber Avenue within the NW ¼, SW ¼ of Section 1, T.28N., R.42E., Willamette Meridian, Spokane County, and as noted above has a zoning classification of Diversified Commercial, allowing for Residential uses as permitted in the Residential 3A Zone, as well as Multi-family residential housing.

The subject parcel currently has a water distribution main passing North to South and through the parcel from E. Crawford Avenue to D Street. The subject parcel however does not have individual lot utilities including water, wastewater, power, natural gas, etc., and the access roadways of E. D Street and S. Weber Avenue which will require improvements to city standards as agreed to in the negotiated development agreement. Recognizing the conditions as recommended below and the City of Deer Park development standards, appropriate provisions have been identified to ensure the public health, safety and general welfare, and therefore the public use and interest will be served by the proposed preliminary plat and phases 1 through 7.

A threshold determination and environmental review pursuant to RCW 43.21C, the State Environmental Policy Act, and Chapter 16.04 of the Municipal Code, was completed and a Mitigated Determination of Non-Significance (MDNS) was issued on January 28, 2019.

Along with roadway improvements as noted, water main extensions from the utility main within the current undeveloped parcels, as well as wastewater utility main extensions from D Street, S. Weber and E. Crawford Avenue will need completion within the phasing plan of the development.

If conditions are adopted as noted below, the proposed Preliminary Plat would be in compliance with Chapter 17.28 and Chapter 16 of the Deer Park Municipal Code.

**ANALYSIS**

DENSITY: The proposed development is in conformance with the medium density residential designation of the Land Use Elements and with current zoning standards of the City. Minimum lot size for the zoning within this area when used as residential development is 6,000 square feet with a minimum of 50 foot of

frontage along a City Street, except for cul-de-sacs where the frontage is normally measured at the front setback line.

**STREET / SIDEWALK DEVELOPMENTS:** Original submittals from the applicant along with review comments and response and/or changes to the plat have been completed. Items of note from letters attached to the application deal with issues such as off site improvements, access restrictions to existing city street system, fencing and rear yard requirements.

The issue of numbers of and placement of sidewalks is specified in section 17.28.050 (B)(10) of the Subdivision ordinance. The section requires sidewalks to be placed on both sides of the roadway and at a minimum width of 5 feet. However, the section also allows reduction of the sidewalk width from 5 feet to 3 feet, if clear passing spaces are provided at 200 foot intervals. The street rights of way within the plat will be provided with sidewalks of 5 feet in width on both sides, including the off-site improvements of sidewalk along the frontage of the parcel along South Weber from the intersection of Crawford Avenue, south to D Street, and on both sides of D Street where the sidewalks currently end to the East, to the interior access roadway of phase 1 of the subdivision.

Roadway sections are noted on the plat as specified in section 17.28.050(B)(10) of the subdivision ordinance. The streets within the plat are designated as local access street with right-of-way widths of 48 feet, and pavement width of 38 feet. E. D Street which will be improved at the time Phase 1 is to occur will be improved to a paved width of 40 feet across the frontage of the development to a point identified within the development agreement. S. Weber Avenue will be improved along the frontage of the development along the Western boundary of the proposed subdivision at the time of Phase 2 is to occur or sooner if the lands identified for multifamily development is to occur at the intersection of D Street and S. Weber, as agreed to within the development agreement. Each of the proposed roadway sections are shown on the plans sheet 3 of 3 showing roadway sections.

**OPEN SPACE / PARKS:** A proposed Neighborhood Park area at approximately 1.3 acres is being set aside in an interior area of the proposed development and is being built with the development of phase 3. The park plan concept provides play area, parking, restroom and will have sidewalks around the perimeter of the area along the street frontages. Specific requirements within the development agreement identify features of the park and timing such that prior to occupancy of the 98<sup>th</sup> lot within the development, the park will be completed and dedicated to the City for continued operations and maintenance.

**POSTAL DELIVERY:** The U.S. Postal Service will only provide mail to residential areas with Neighborhood Box Units (NBU's). The NBU is a cluster of mailboxes strategically located to serve several home sites. The mailbox clusters must be situated in close proximity to the dwelling units served and they required design approval by both municipal and postal authorities and fit behind the walkways on the City street system.

**COMMISSION PROCESS:** The Planning Commission through development of "findings of facts, recommendation and conclusions" has the authority to rule on the above and other items which may be raised during the public hearing phase of the approval process. Further, although no platting variance have been requested or identified, potential conditions for consideration are:

- The granting of a platting variance will not be detrimental to the public safety, or welfare, or injurious to adjacent property.
- The tract to be subdivided is of such unusual size and shape or topographical conditions that the strict application of this title will result in undue and substantial hardship to the owner of the property.

With discussion of the proposed subdivision along with platting variance requests that may arise as noted above, the public hearing process and requirements are met.

Notice of public hearing on the matter were mailed to adjacent parcel owners, 3 signs were installed identifying the land use action and notification in the newspaper of record was completed prior to stated deadlines for notification to the public. In addition, comments were solicited from Fire District #4, Avista

Utilities, Qwest, Inland Power and Light, Comcast cable TV system and the Deer Park School District. To date, only comments from the Fire District regarding a water plan were received, and this issue will be addressed through the engineering process of utility and street improvements required for the subdivision. In addition, one verbal conversation was held with Washington State Department of Transportation personnel regarding additional traffic added to the State Highway system.

The purpose and scope of the public hearing is for the Commission to inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication, determine if provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets, alleys, and other public ways, water supplies, sanitary wastes, parks, playgrounds, sites of schools and playgrounds, and shall consider all other relevant facts, including sidewalks, bikeways, and other planning features that assure safe walking and riding conditions for students who walk or ride a bicycle to and from school, and determine whether the public interest will be served by the subdivision and dedication.

### **RECOMMENDATION**

Development of Findings of Facts with conditions noted following in support of the request, Commission approval and recommendation to the City Council for adoption.

1. Provisions of the development agreement relative to Parks, City Standards for Construction of Improvements, Transportation Facilities, Water and Sewer improvements shall be completed per the agreement entered into January 2, 2019.
2. All lots shall be graded to drain in accordance with the building code. A note shall be placed on the face of the plat stating: Property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man made drainage flow over and across their respective properties. There may exist properties located uphill and adjacent to and within this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after the development.
3. Mailbox cluster locations (NBU's) shall be incorporated into lot development grading plans and within easements provided on the lots but behind the back of sidewalks.
4. Storm water drainage facilities shall comply with the Spokane Regional Stormwater manual for the impervious surfaces created, the lot areas platted and the improved Neighborhood park spaces along the southern boundary of the development.
5. A wastewater system design shall be constructed to provide service to each lot in this development and shall be connected to the existing sanitary sewer system in a manner consistent with adopted city standards.
6. A water system design shall be constructed to provide service to each lot in this development and shall be connected to the existing water utility mains crossing the plat and also connected at S. Weber Avenue and the entry point to division 1 and extension of E. D Street.
7. Construction activities including the transportation of equipment and materials to the site shall comply with noise ordinance provisions of the City, including working days and holidays. Grading activities shall be performed, where feasible, in a manner which utilizes natural noise barriers adjacent to existing residential areas. Construction equipment shall have adequate mufflers, exhaust systems and spark arrestors, and excavation sites shall be watered on a regular basis and comply with Spokane Regional Clean Air requirements.
8. Building permits may be granted before all improvements are completed if all of the following conditions are met:
  - a) no use or occupancy of residences is permitted.
  - b) the access roadway is provided with a minimum 6" gravel base course, so places as to permit an additional 2" of gravel top course to protect the structural integrity of the road base.
  - c) the developer assumes all responsibility for damage to improvements during any building phase.

9. The developer shall submit plans and profiles of the proposed street, storm drain, water and sanitary sewer improvements prepared by a registered civil engineer to the City for review and approval.
10. All City incurred engineering review fees and construction observation costs, and construction costs for streets, utility mains, storm drain systems, utilities and ornamental street light costs for installation shall be provided by the developer at his expense. Costs for engineering review fees of plans shall be paid prior to sign off of construction documents and work commencing. Fees associated with construction observation services shall be based on full time city consultant observation for all underground utility, compaction, roadway and sidewalk work to be dedicated to the City, and shall be based on a construction schedule provided by the developer noting number of working days with 15% contingency, and provided to the City with submittal of final plans for approval for each phase of work.
11. All fees pertaining to subdivisions required by the Municipal Code to be paid prior to approval of the final plat map by the City Council, and shall be based on the fees which are in effect at such respective times, except for payment of Traffic Mitigation and Water Right payments in lieu fees which are to be collected at time of building permit issuance.
12. The developer shall provide all necessary on-site and off-site easements for public and private utility systems if required.
13. Development on the parcels shall be in compliance with provisions of the Residential 3A requirements of the zoning code for the residentially development areas. Additionally, if or where easements are provided that might be used for pedestrian sidewalks, the minimum setback distance from any back of sidewalk to proposed front of building where vehicles may be parked shall be 20 feet, to provide clear parking areas for vehicles to not block the sidewalks.
14. The Neighborhood park space or open space areas shall be deeded to the City in fee for natural open space and park purposes in perpetuity, and shall encompass the areas improved in approximate detail to the Concept Park Plan. All water and wastewater service shall be provided to the tracts of land, and shall be provided with improvements noted, including parking, restroom, pathway, play structures, green space with permanent irrigation systems, and other features as otherwise advised by a licensed landscape architect and soils engineer for slopes and cuts created.
15. All house plans shall be subject to approval by the Planning Commission or designee and approval shall be based on current adopted city codes at the time of the building permit application and compliment the neighborhood's current setting.
16. Timing of improvements and completion of Phases shall be in compliance with the Subdivision ordinance of the City. Extensions for completion of phases may be considered by the Planning Commission, but all phases shall be completed within 10 years or additional application and SEPA reviews shall be required and materials amended to ordinance provisions of the time.
17. The developer shall obtain comprehensive liability insurance, naming the City as additionally insured, for off-site damage to adjoin properties which might result during construction activities, including water flow, earth movements or dust caused by the development activities.

#### ATTACHMENTS

1. Shamrock Glen Long Subdivision application 2018-1.
2. Public Hearing Notice, Vicinity Map & Preliminary Plat Map of Deer Park Meadows.
3. Development Agreement.
4. Conceptual Sewer and Water Plan. With roadway sections.
5. Determination of Nonsignificance

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, CONDITIONS, AND DECISION**

**CITY OF DEER PARK  
PRELIMINARY SHAMROCK GLEN LONG PLAT APPLICATION  
NO. LP 2018-1**

In regards to the findings requirements of Chapter 17.28 of the Deer Park Municipal Code, the Infrastructure Concurrency management regulations of Chapter 17.28 of the Deer Park Municipal Code, and the consistency determinations required in Chapter 19.04 of the Deer Park Municipal Code, the Planning Commission of the City of Deer Park hereby finds and concludes the following with respect to Preliminary Long Plat Application No. LP 2018-1:

1. Application LP 2018-1 was submitted on May 1, 2018, for a subdivision of a portion of land within the NW1/4, SW1/4 of Section 1, Township 29N, Range 42E, Willamette Meridian, and more particularly identified as Spokane County Tax Parcels 28013.0042, 28013.0043, 28013.0031, 28013.0032, 28013.0033, 28013.0034, 28013.0040 and 28013.0041, and lying East of S. Weber Road, South of E. Crawford Avenue and North of E D. Street (collectively the “Property”). The Property is approximately 57.0 acres in size and the proposed subdivision would create 210 lots in size ranging from 6,380 square feet to over 8,006 square feet.
2. Following a public hearing, the City and Applicant entered into a Development Agreement approved by City Ordinance No. 2019-984, and recorded January 22, 2019 under Spokane County AFN 6777006 (the “Development Agreement”).
3. The proposed development is in conformance with the adopted Comprehensive Plan and is identified as Mixed Use – Residential and Commercial land use. The proposed preliminary plat and uses of the Property are in compliance with the land use designation, policies and densities in the comprehensive plan.
4. The proposed development is in conformance with the City’s adopted Zoning Regulations in terms of density and intensity, and other pertinent zoning requirements in that the Diversified Commercial zoning district allows for residential uses as permitted in the Residential 3A zoning classification and all proposed parcels have lot areas at or exceeding the minimum required in the Residential 3A zone which allows for single family housing. All proposed parcels will have public street frontage in accordance with the Development Agreement and applicable City codes.
5. The proposed development is located in a developed area that has multifamily residential land use within the boundaries of the parcels of the subdivision. Additional lands to the South are developed lands identified as Public Zone, with a

Elementary School provided. Lands to the North of the Property are developed lands with the Commercial Diversified Zoning classification and lands to the West are partially developed Multi-family Zoned lands with a Church located on portions of the site.

6. The proposed development is bordered on the South by E. D Street, and the West by S. Weber Road, and the North by E. Crawford Avenue. D Street pursuant to the Development Agreement is to be fully improved with curbs, gutters, paved roadway and sidewalks along the frontage of the proposed development to a point where the access roadway into the proposed development is to be constructed. S. Weber Road is to be improved with the addition of curb, gutter, eight foot pavement and sidewalk along the East side of the existing roadway with the addition of Phase 2 or the development of multifamily lands at the intersection of S. Weber and D Street as shown on the attached plat map and as required by the Development Agreement. All roadway improvements off site shall be designed and built to City Standards for the road classification.
7. Recognizing the conditions required herein and the City of Deer Park development standards, appropriate provisions have been made to ensure the public health, safety and general welfare, and therefore, the public use and interest will be served by the proposed Shamrock Glen Subdivision Plat, Phases 1, 2, 3, 4, 5, 6 & 7.
8. A threshold determination and environmental review pursuant to RCW 43.21C, the State Environmental Policy Act, was completed and a Mitigated Determination of Nonsignificance (MDNS) was issued on January 28, 2019.
9. The Deer Park Planning Commission held a duly noticed public hearing on the proposed subdivision on February 25, 2019, and closed the hearing and public comment period at the end of the hearing.
10. The subdivision proposal is generally consistent with RCW 58.17, promoting the public health, safety and general welfare in accordance with standards established by the state and the City of Deer Park. The City has considered the provision of adequate public facilities as cited in RCW 58.17.110(2). More specifically:
  - a. Public rights-of-way
  - b. Potable water
  - c. Sanitary wastewater disposal
  - d. Storm water drainage
  - e. Parks and recreation facilities
  - f. Play grounds
  - g. Schools and playgrounds
  - h. Pedestrian walkways and sidewalks

Based upon the above noted Findings of Fact and Conclusions, the Planning Commission for the City of Deer Park does hereby determine the following:

Preliminary Long Plat Application Number LP 2018-1 (Shamrock Glen Subdivision) is hereby **approved** subject to compliance with the following conditions noted below. Unless otherwise noted, the applicant and/or sponsor, prior to final approval of Phase 1 through 7, shall accomplish the conditions of approval. This decision is final unless appealed in writing, consistent with adopted appeal procedures.

The following Conditions shall be binding on the “Applicant”, which shall include owner or owners of the Property, heirs, assigns and successors:

1. Provisions of the Development Agreement relative to Parks, City Standards for Construction of Improvements, Transportation Facilities, Water and Sewer, and Project Improvement Costs shall be completed per the agreement entered into January 22, 2019 and recorded under Spokane County AFN 6777006 (the “Development Agreement”).
2. The phases of the proposed development if constructed under provisions of the residential zoning classification shall be provided with single family residential construction and future development of the phase shall comply with provisions of the Single Family Residential 3A Zoning District and the multifamily residential development shall comply with provisions of the Multi Family (MF) Zoning District. Portions of land developed outside of the proposed phases of the residential plat shall be constructed under provisions of the Diversified Commercial zoning district and other sections of the development code of the City. Additionally, if or where easements are provided that are used for pedestrian sidewalks within the residentially developed areas, the minimum setback distance from any back of sidewalk to proposed front of the building where vehicles may be parked shall be 20 feet, to provide clear off street parking areas for vehicles to not block the public sidewalks.
3. The Final Plat in all 7 phases, shall be designed substantially in conformance with the Preliminary Plat Map of record as identified as Exhibit B of the Development Agreement referenced in Condition #1 above and other materials submitted with the application. No increase of density or number of lots shall occur without an application for alteration, completed and approved.
4. The City Community Services Director or designee shall review the proposed final plat map and other documents to ensure compliance with the completed findings of fact, conclusions, and conditions of approval.
5. All existing or required easements for access, utilities or other purposes shall be designated and their purpose noted and shown on the face of the final plat map.

Written approval of the proposed utility easements by the appropriate utility provider shall be submitted with the final plat map. The Applicant is responsible for all necessary utility adjustments, relocations, or improvements as required for completion of the project.

6. The final plat map must contain Street names and addresses as designated by the City Community Services Director or designee.
7. The final plat maps for phases 1, 2, 3, 6 & 7, shall have the following notes on the face of the final plat map.
  - a. No additional single family parcels shall be permitted access driveways along the frontage of E. D Street, S. Weber Road or E. Crawford Avenue.
8. All material used for roadway construction or improvements shall comply with the materials specifications and compaction requirements of the WSDOT manual entitled STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (latest edition).
9. The Development shall require erosion and runoff control measures during construction to inhibit erosion and prevent silt and other materials from being carried off-site. The erosion/sedimentation control measures shall be consistent with the current Spokane Regional Stormwater Manual.
  - a. The erosion and runoff control measures shall be approved by the City's Consultant Engineer and must be in place prior to any clearing, grading or construction.
  - b. A temporary erosion and sedimentation control (TESC) plan prepared by a Washington State Licensed Engineer shall be prepared and clearly depicted on the construction drawings and shall be maintained during all phases of construction and shall comply with the manufacturer's specifications for installation.
  - c. All erosion and runoff measures shall be removed from the site when the site is stabilized and it has been determined by the design engineer that they are no longer necessary.
  - d. Measures must be taken to avoid the deposition of dirt and mud from unpaved surfaces on paved surfaces. If tracking or spills occur on paved surfaces, measures must be taken immediately to clean the site.
  - e. Dust emissions during construction and excavation projects must be controlled. This may require the use of water sprays, tarps, sprinklers or suspension of work during certain weather conditions.
10. Prior to final approval of construction documents for the overall development, the Applicant shall submit a final stormwater drainage report prepared by a Washington State licensed engineer for review and approval. The report shall address the water quantity, quality and conveyance systems to the detail required by the Consultant City Engineer and in compliance with the Stormwater

Management Manual for Eastern Washington and the Spokane Regional Stormwater Manual. The stormwater report and drainage plans shall be approved by the City prior to construction of improvements and Final Plat approval. If stormwater management plans include use of Tract's within the plat, place the following note on the final plat:

Tract(s) as shown on the final plat and part of the drainage conveyance system for the plat contain stormwater drainage systems designed to control runoff originating from streets and other impervious areas within the development. The Drainage Plan for this development was prepared and authorized by OO Land Holding LLC, a copy of which is on file with the City of Deer Park. It shall be the responsibility of the owners of the Tracts as identified on the Final Plat and their successors to hereafter maintain the stormwater drainage system in the originally designed condition by the formation of and ownership by a Subdivision Homeowners' Association with covenant provisions pertaining to ownership, maintenance and operation of the storm water facilities and tracts in a form approved by the City Community Services Director containing a provision identifying the City as a third party beneficiary of the stormwater related provisions.

If stormwater management plans include use of curb side swales within the plat and/or swales located behind sidewalk, place the following note on the final plat:

Swales as provided and shown on the easements within the final plat and are part of the stormwater drainage conveyance system of the plat and are part of a system designed to control runoff originating from streets and other impervious areas within the development. The drainage plan for this development was prepared and authorized by OO Land Holding LLC, a copy of which is on file with the City of Deer Park. It shall be the responsibility of the owners of the lots containing drainage swales within easements as identified on the final plat and their successors to hereafter maintain the stormwater drainage system in the originally designed condition which includes planted grass and irrigation systems at time of building permit issuance and final issuance of occupancy certificates for the individual permitted parcels.

11. Prior to any construction activity on E. D Street, S. Weber Road or E. Crawford Avenue, or any construction activities on the Property, a professional engineer, licensed in the State of Washington, shall submit:
  - a. A final road and drainage plan and a drainage report including all calculations for approval by the City of Deer Park and utility providers servicing the area for development. Further, E. D Street shall be designed to Collector Street classification within the City system, whereas remaining streets within the development shall be designed to Local Access classifications.

- b. A wastewater system design shall be provided and constructed to provide service to each lot in this development and shall be connected to the existing sanitary sewer system in a manner consistent with adopted City standards.
- c. A water system design shall be provided and constructed to provide service to each lot in this development and shall be connected to the existing water utility mains crossing the plat and also be connected at S. Weber Avenue and the entry point to Division 1 and the extension of E. D Street.

Three (3) complete sets of construction documents and specifications for each phase shall be provided to the City and all utility providers for review. Said plans shall show all proposed improvements including roadway grades and contours, street signage, stormwater systems, sanitary sewer, domestic water and fire protection, power, electrical distribution and ornamental street light specifications and layout, natural gas and telecommunication systems and shall comply with standards adopted by the City of Deer Park.

- 12. Prior to any construction activity on a City street or within the proposed development, a traffic control plan shall be submitted to the City for approval prior to work within the public right-of-way.
- 13. During construction, the Applicant shall comply with the most current edition of the WSDOT manual for construction inspections, including but not limited to:
  - a. Proper construction inspection of all water, wastewater, and storm water public utility installations.
  - b. Proper construction inspection of all public street improvements, including the compaction of utility trenches and road subgrade, testing of compaction and gradation of base course, and pavement by a qualified licensed testing agency.
  - c. Prior to placement of any surfacing material on the roadway, it will be the responsibility of the Applicant or its contractor to provide density test reports certified by a licensed testing agency. All material used for fill shall comply with the materials specifications and compaction requirements of the soils reports.
- 14. Prior to any construction activity the Applicant shall provide a construction calendar that addresses all phases of the proposed work. The City shall maintain services of their engineering consultant for full time construction observation for all phases of the construction project, and the costs for said services shall be reimbursed to the City by the Applicant at the fees negotiated between the Consultant Engineer and the City. The Applicant shall deposit with the City, prior to construction, the total dollar amount of the City's estimated costs for said services based on the proposed construction calendar plus a 15% contingency.

Any refunds owed or additional amounts due will be settled prior to approval of the final plat for each phase.

15. Prior to any development work commencing, the Applicant shall contact the City to schedule a pre-construction meeting for all entities impacted by or involved in the construction project.
16. As-built plans for all improvements, prepared to City standards shall be submitted to the City prior to final plat approval. In addition, stormwater disposal facilities Operation and Maintenance manuals shall be provided to the City for all facilities developed to control and dispose of water from the public way, and shall be the responsibility of the Applicant to provide to homeowner association(s) or other owners of the tracts of land proposed for stormwater detention.
17. A final plat meeting all requirements of this document shall be submitted to the City Community Services Director for approval pursuant to 17.28.030(G) for Phase 1 of the development. Phases 2 through 7 development approval phases shall be based on the completion date of subsequent phases for the overall development.
18. Pursuant to 17.28.040(C), all fees associated with the final plat approval for each phase shall be paid to and/or reimbursed to the City prior to the City processing the final plat approval. These fees shall include, but may not be limited to all fees and costs incurred by the City as a result of the utilization of non-City employee service providers, including engineering fees, legal fees, and any other fees that are incurred by the City to process, consider, examine, evaluate, approve, and uphold the activities of the Applicant associated with the application and public improvements constructed pursuant thereto. These fees shall be paid and/or reimbursed to the City in full prior to final approval of each phase of the subdivision. In addition, all final plat fees specifically established on a per lot basis pursuant to City Resolution, City Ordinance, and/or the Development Agreement, shall be timely paid by the Applicant. All traffic mitigation fees established by the City pursuant to Chapter 10.28 DPMC shall be deferred to the building permit stage for each lot rather than being paid prior to final plat approval of each phase of the subdivision pursuant to the Development Agreement.
19. All lots shall be graded to drain in accordance with the building code. In addition, a note shall be placed on the face of the final plat stating:

Property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man made drainage flow over and across their respective properties. There may exist properties located uphill and adjacent to and within this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected,

and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after the development.

20. Mailbox cluster locations (NBU's) shall be incorporated into lot development plans and within easements provided on the lots but behind the back of sidewalks. NBU's locations shall have prior concurrence by the Postal Service Manager for Deer Park, prior to submittal of engineering construction documents for review.
21. A current title insurance policy certificate (dated not more than 30 days prior to the recording date of the final plat) issued by a title company shall be provided, confirming that title of the land in the proposed final plat is vested in the name(s) of the owner(s) who appear on the certificate.
22. A spill prevention and pollution control plan shall be provided to the City prior to any construction activity on the site.
23. Construction activities including the transportation of equipment and materials to the site shall comply with noise ordinance provisions of the City, including working days and holidays. Grading activities shall be performed, where feasible, in a manner which utilizes natural noise barriers adjacent to existing residential areas. Construction equipment shall have adequate mufflers, exhaust systems and spark arrestors, and excavation sites shall be watered on a regular basis and comply with Spokane Regional Clean Air requirements.
24. Building permits may be granted before all improvements are completed if all of the following conditions are met:
  - a. No use or occupancy of residences is permitted.
  - b. The access roadway is provided with a minimum 6" gravel base course, so placed as to permit an additional 2" of gravel top course to protect the structural integrity of the road base.
  - c. The Applicant assumes all responsibility for damage to improvements during any building phase.
25. The Neighborhood park space or open space areas shall be deeded to the City in fee for natural open space and park purposes in perpetuity, and shall encompass the areas improved in approximate detail to the concept Park shown in the Preliminary Plat and provided with improvements as noted under Section 2.6 of the Development Agreement. A 2" water and 6" wastewater service shall be provided to the tract of land, and parks plans shall be submitted to the City for approval of improvements proposed prior to installation.

26. All house plans shall be subject to approval by the City Community Services Director or designee and Planning Commission and shall be based on and comply with City codes in effect at the time of the building permit application and comply with the Development Agreement.
27. Timing of improvements and completion of Phases shall be in compliance with the Subdivision ordinance of the City. Extensions for completion of phases may be considered by the Planning Commission, but all phases shall be completed within 10 years or additional application and SEPA reviews shall be required and Conditions of approval shall be amended to City ordinance provisions in effect at that time.
28. The Applicant shall obtain comprehensive liability insurance, naming the City as an additional insured, for off-site damage to adjoin properties which might result during construction activities, including water flow, earth movements or dust caused by the Applicant's development activities.

Adopted this 11<sup>th</sup> day of MARCH, 2019.

  
\_\_\_\_\_  
Alan Bain  
Planning Commission Chair Person

ATTEST:

  
\_\_\_\_\_  
Roger Krieger  
City Community Services Director

CITY OF DEER PARK  
DEER PARK MUNICIPAL CODE CHAPTER 17.28

APPLICATION FOR  
PRELIMINARY LONG SUBDIVISION

Date Received: 5/1/18 File Number: LP 2018-1  
Date Accepted: 5/9/18 By: PAK  
Total Fees: \$2475.00 Receipt Number: 29152

A. GENERAL INFORMATION

Name of Applicant: OO LAND HOLDING, LLC  
Mailing Address: 19425 E. BROADWAY AVE, SPOKANE VALLEY, WA 99016  
Phone: 509.241.3555 Fax: \_\_\_\_\_

If the applicant is not the property owner, include written authorization from the owner for the applicant to serve as the owner's representative.

Name of Legal Owner: OO LAND HOLDING, LLC  
Mailing Address: 19425 E. BROADWAY AVE, SPOKANE VALLEY, WA 99016  
Phone: 509.241.3555 Fax: \_\_\_\_\_

Site Area of Proposed Project (Acres or Square Feet): 57.0 ACRES  
Area of Adjacent Lands Owned or Controlled: NONE  
Assessor's Parcel Numbers of Proposed Project: 28013, 0042, 0043, 0031, 0032, 0033, 0041, 0040, 0034  
Assessor's Parcels of Adjacent Lands Owned or Controlled: NONE  
Street Address of Proposed Project: NOT ASSIGNED  
Comprehensive Plan Designation: MIXED USE - RESIDENTIAL AND COMMERCIAL  
Existing Zoning: DIVERSIFIED COMMERCIAL  
Proposed Zoning: DIVERSIFIED COMMERCIAL  
Existing Use of Property: Single Family ; Manufactured Home   
Duplex ; Multifamily ; Commercial ; Industrial   
Other (Describe) VACANT  
Proposed Use of Property: Single Family ; Manufactured Home   
Duplex ; Multifamily ; Commercial ; Industrial   
Other (Describe) \_\_\_\_\_  
List Previous City Actions Involving This Property: SHORT PLAT

B. LEGAL INFORMATION

Location of Proposed Project: SE CORNER OF CRAWFORD AND WEBER  
Section: 01 Township: Z8N Range: 42E  
Name of Public Street(s) Providing Access: CRAWFORD, WEBER, "D"  
Width of Property Fronting on Public Street(s): 5200 +/-

Legal Description (attach legal description stamped by Licensed Surveyor and include legal description for entire area to be subdivided on the preliminary long plat): \_\_\_\_\_  
SEE ATTACHED

If you do not hold title to the property, what is your interest in it? \_\_\_\_\_

Explain why you feel the proposed project is warranted: SEE ATTACHED NARRATIVE

What impact will the proposed subdivision have on adjacent properties? \_\_\_\_\_  
SEE ATTACHED NARRATIVE

What measures do you propose to mitigate the project's impacts on surrounding land uses? SEE ATTACHED NARRATIVE

### C. PRELIMINARY LONG PLAT GENERAL INFORMATION

Number of Lots: 210 Gross Area: 4.2  
Average Lot Size: 8,006 S.F. Net Density\*: 5.44  
Smallest Lot Size: 6,380 S.F. Minimum Frontage: 41'

\* Net Density is lots per acre excluding public street area.

Proposed Source of Water: Public System  ; Private System \_\_\_\_\_ ;

Other (Describe) \_\_\_\_\_

Proposed Means of Sewage Disposal: Public System  ; Septic Tank and Drainfield \_\_\_\_\_ ; Other (Describe) \_\_\_\_\_

Utility Companies Providing Service to This Project:

Electricity: INLAND POWER Phone: CENTURY LINK

Natural Gas: AVISTA Other: \_\_\_\_\_

Do you (or the legal owner) have any plans for future additions, expansions, or other further activity related to this proposal? Yes  ; No \_\_\_\_\_ ; If "Yes", Explain: \_\_\_\_\_

SEE NARRATIVE

### D. PRELIMINARY LONG PLAT IMPROVEMENT INFORMATION

Proposed Street Improvements:

	Area (Sq. Ft.)	Right-of-Way Width (Feet)	Roadway Width (Feet)
Private Driveway	_____	_____	_____
Private Street	_____	_____	_____
Public Street	<u>429,613</u>	<u>48</u>	<u>38</u>

Describe Type of Surface for Each of the Above: ASPHALT

Estimated Time Period Expected for Complete Development of the Subdivision: \_\_\_\_\_  
7-10 YEARS

Is phasing of the finalization of the long plat proposed? Yes:  ; No: \_\_\_\_\_. If "Yes", show phasing on the preliminary long plat map.

Is dedication of land for public use contemplated (parks, etc.)? Yes: X ; No: \_\_\_\_ . If "Yes", describe: 1.3 ACRE ~~NE~~ NEIGHBORHOOD PARK  
SEE NARRATIVE

**E. SURVEYOR VERIFICATION**

I, the undersigned, a Licensed Land Surveyor, have completed the information requested. The legal description and preliminary plat have been prepared by me, or under my supervision, in accordance with the requirements of the City of Deer Park Zoning and Subdivision regulations and the laws of the State of Washington.

Signature: [Signature] Date: 4-25-18  
Name (Print): Lon A. Gordon  
Address: ~~22~~ 1521 Pines Rd  
Phone: 509-893-7617 Registration No.: LS-43610

**F. APPLICANT/PROPERTY OWNER AUTHORIZATION**

I, the undersigned, swear or affirm, under penalty of perjury, that the above responses are made truthfully and to the best of my knowledge. I further swear or affirm that I am the owner of record of the area proposed for the long subdivision identified herein or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

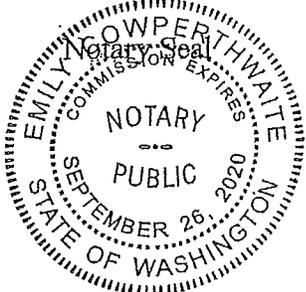
Signature: [Signature] Date: 3/29/18  
Name (Print): Ryan Olson member  
Address: 19425 E Broadway Ave Spokane Valley, WA 99016  
Phone: 509-241-3555

State of Washington )

SS

County of Spokane )

Signed and sworn or affirmed before me on this 29<sup>th</sup> day of March, 2018, by Ryan Olson



[Signature]  
Notary Public in and for the State of Washington  
Residing at: COA 30  
My Appointment Expires: 9/26/2020

**G. VERIFICATION OF PRELIMINARY CONSULTATION**

This section of the application will provide City staff with written verification that the applicant has had preliminary consultation with the agencies identified. Results of the preliminary consultation shall be incorporated into the proposed project before acceptance of the application for processing by the City.

**Water Purveyor:** Satisfactory arrangements for domestic water and fire flow requirements have  have not  been made. Comments and requirements: \_\_\_\_\_

Full Engineering/Construction Plans Required  
After Prelim Plat Approval.

Signature and Title: [Signature] Date: 10/18/18

**Fire Department:** Satisfactory arrangements for fire protection and fire flow requirements have  have not  been made. Comments and requirements: \_\_\_\_\_

Signature and Title: [Signature] Date: 4-20-18

**Sewer Purveyor:** A preliminary discussion has taken place and general requirements for the provision of public sewer are understood by the applicant. Comments and requirements: Full Engineering/Construction Plans

Required After Prelim Plat Approval

Signature and Title: [Signature] Date: 10/18/18

**City Engineer:** A preliminary discussion has taken place and general requirements for streets and drainage have been discussed with the applicant. Comments and requirements: LATER

Signature and Title: [Signature] Date: 10/18/18

**Health District:** A preliminary discussion has taken place and general requirements for submittal of this proposal have  have not  been made. Comments and requirements: \_\_\_\_\_

Public water/sewer  
Signature and Title: [Signature] EHS II Date: 4-19-18

LEGAL DESCRIPTION FOR SHAMROCK GLEN:

SITUATE IN THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON IN SECTION 01, TOWNSHIP 28 NORTH, RANGE 42 EAST, W.M.:

LOTS A, B, C AND D, FINAL SHORT PLAT SP-2008-1, ACCORDING TO PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 99, IN THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON.

TOGETHER WITH,

LOTS A, B, C AND D, FINAL SHORT PLAT SP-2008-2, ACCORDING TO PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 100, IN THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON.





Whipple Consulting Engineers, Inc.

**Shamrock Glenn**  
**Subdivision Narrative**

The site of the proposed 210 single family lot subdivision is located in the southwest  $\frac{1}{4}$  of section 01, T28N, R42E near the southeast corner of Weber Rd and Crawford Rd. The property consists of eight vacant parcels, totaling approximately 57 acres; and is bordered on the west by Weber Rd, and to the north by Crawford Rd, on the south by a multifamily development and "D" Street, and to the east by a dentist office and storage units. The property is zoned Diversified Commercial and the City's Comprehensive Plan Map designates the property as mixed use of commercial and residential.

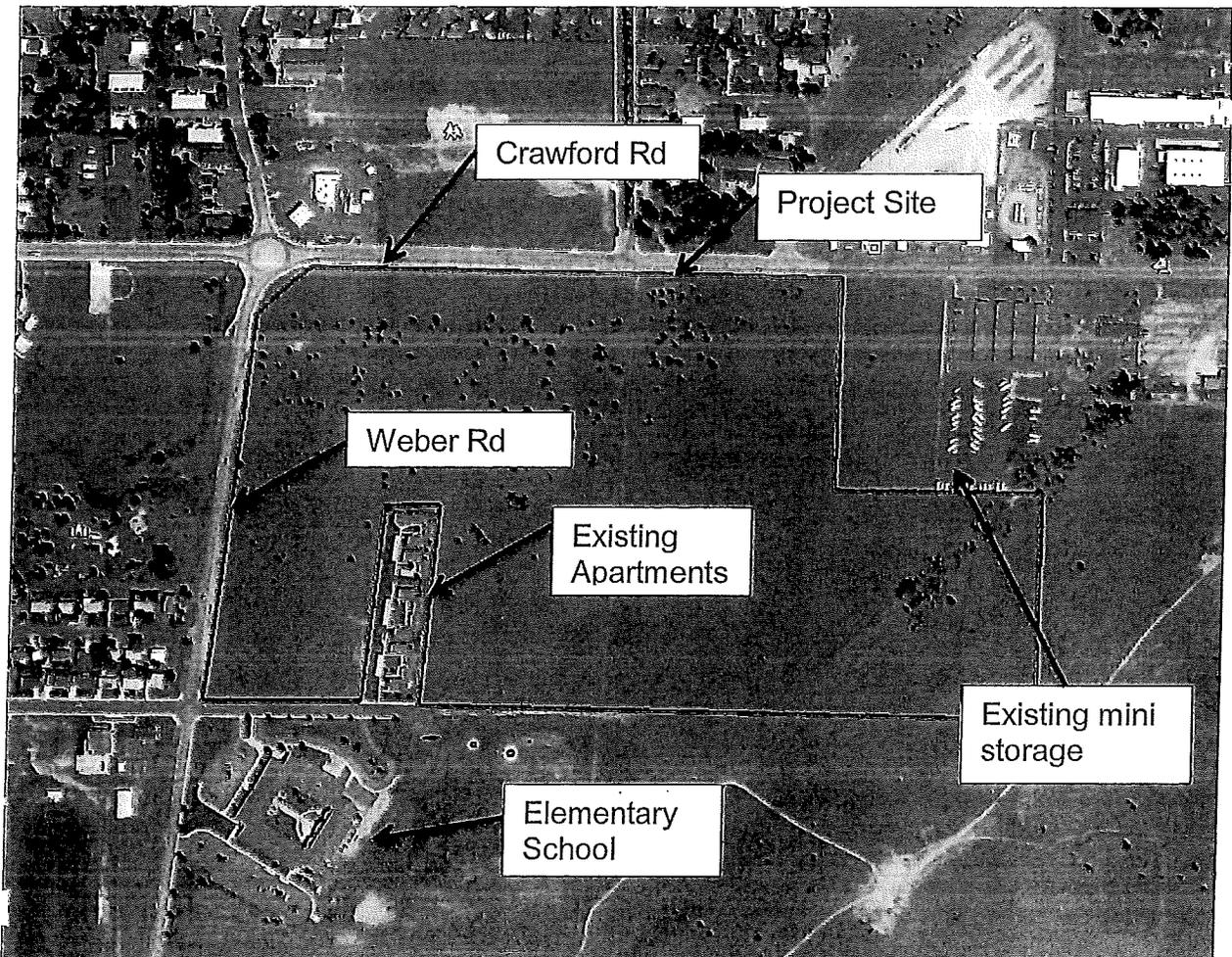


Figure 1: Vicinity Map

Currently, both the subject property and much of the commercial property in the vicinity is grossly underdeveloped. This 7-phase residential project will serve to help alleviate the housing shortage currently found within the northern part Spokane County and is phased in such a way as to allow for maximum development flexibility. The first four phases are located on the southern part of the property, leaving the frontage along Crawford available for neighborhood friendly commercial development until the last phases. Should that area not live up to its commercial development potential by the time the first four phases of the single-family homes are built, then it is anticipated that the single family will continue into phase five through seven as shown. A 1.3 acre neighborhood park is anticipated to be constructed as part of Phase 3 of the subdivision and will be dedicated to the City for ownership. The development is consistent with the Diversified Commercial zoning and the proposed lots meet the requirements of the zoning ordinance. No negative impacts on adjacent properties are anticipated. See the attached SEPA checklist for more detail.

#### **Utilities and Access:**

Primary access to this property will be from D Street and Weber Rd, which will be improved along the frontage of the property as required by code. Interior streets are designed in conformance with City code, and they have been designed such that there is interconnectivity, yet long straight "race tracks" are avoided. This helps keep neighborhood driving speed in check and helps discourage "cut through" traffic. Sidewalks will be built on both sides of each interior street and along the frontage of the exterior streets for pedestrian circulation. This will provide safe routes of travel for children walking to and from school. Stormwater will be treated in street side swales and discharged to drywells in accordance with the Spokane Regional Stormwater Manual. A City water main is located on the property and sewer is both stubbed into and immediately adjacent to the property. Although infrastructure extensions will be required, both are adequate to serve the proposed development. A preliminary utility and street plan is included as part of preliminary plat submittal package.

MITIGATED  
DETERMINATION OF NONSIGNIFICANCE (DNS)

Description of Proposal: 210 lot single family residential subdivision known as Shamrock Glen Subdivision. Complete proposal is on file at Deer Park City Hall.

Proponent: OO, Land Holding, LLC, a Washington Limited Liability Company AND Viking Builders, LLC, a Washington Limited Liability Company

Location of proposal, including street address, if any: Property bordered by Crawford Road, Weber Road and D Street in the City of Deer Park, in Spokane County, WA.

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Lead Agency: City of Deer Park

Determination: The lead agency for this proposal has determined that, as mitigated, it does not have a probable significant adverse impact on the environment. The mitigation required is that the Proponent shall comply with the Development Agreement approved by City Ordinance No. 2019-984 and recorded under Spokane County Auditor File No. 6777006 on the 22<sup>nd</sup> day of January, 2019 (the "Development Agreement"). The Development Agreement is incorporated into this mitigated DNS as if set forth in full herein. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made pursuant to Chapter 16.40 of the Deer Park Municipal Code and WAC Chapter 197-11 and after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen (14) days from the date below. Comments must be submitted on or before the 13th day of February, 2019.

Responsible Official:

Name: Timothy Verzal

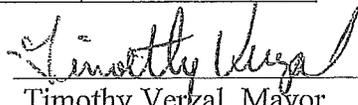
Position/Title: Mayor

Phone: (509) 276-8802

Address: 316 East Crawford, P.O. Box F, Deer Park, WA. 99006-0228

Date Issued: January 28, 2019

Signature: \_\_\_\_\_

  
Timothy Verzal, Mayor  
City of Deer Park

There is no agency appeal.



Filed for and return to:

City of Deer Park  
Attn: City Clerk-Treasurer  
P. O. Box F  
Deer Park, WA 99006

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** OO, Land Holding, LLC, a Washington limited liability company; Viking Builders, LLC, a Washington limited liability company

**Grantee(s):** City of Deer Park, a Washington municipal corporation

**Reference Number(s) of Documents Amended or Released:** N/A

**Abbreviated Legal Description:** Portion of SW ¼ of S01, T28N, R42, E.W.M.

**Legal Description:** See attached Exhibit "A"

**Assessor's Parcel Number(s):** 28013.0031, 28013.0032, 28013.0033, 28013.0034, 28013.0040, 28013.0041, 28013.0042, 28013.0043

### DEVELOPMENT AGREEMENT FOR SHAMROCK GLEN DEVELOPMENT

This Development Agreement ("Agreement") is entered into by and between the City of Deer Park, Washington, a Washington municipal corporation ("City"), and Viking Builders, LLC, a Washington limited liability company ("Viking") and OO, Land Holding, LLC, a Washington limited liability company ("Land Holding") (collectively Viking and Land Holding are referred to herein as the "Developer"). Sometimes the City and Developer are collectively referred to as the "Parties" or individually as a "Party".

#### I. RECITALS

1.1 Developer is or includes the owner and developer of certain real property located in Spokane County and in the City and bordered by Crawford Road, Weber Road, and D Street, and as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"). The Property is zoned Diversified Commercial.

(CDZ1839368.DOC/A/00003.150019/)  
DEVELOPMENT AGREEMENT  
Page 1 of 10

R. E. Excise Tax Exempt  
Date 1/22 2019  
Spokane County Treas.  
By *[Signature]*

2.4 D Street Improvements. Prior to occupancy of any lot in Phase 1 of the Development, the Developer shall complete curb/gutter, sidewalk, and road improvements, including extension of utility infrastructure (water and sewer) on the full width and on both sides of D Street from the East end of the existing sidewalks through five feet past the East side of the access to the Development on "GG Ave" as identified on the Preliminary Plat, Exhibit "B". The Developer shall not be required to make any further improvements within the right of way of D Street to the East end of the Property as this portion of D Street accesses City-owned property and is bordered to the South by Deer Park School District-owned and already developed property. Prior to the occupancy of any home abutting D Street in Phase 1 of the Development, the Developer agrees to construct a fence along the North side of D Street from the Western-most point of Lot 11, Block 1, in Phase 1 to the intersection with "GG Ave". Prior to the occupancy of any home in Phase 3 of the Development, the Developer agrees to construct a fence along the North side of D Street from the intersection of "GG Ave" East to the end of Property to prevent access from the lots within the Development onto D Street from the homes that abut D Street. The fences shall be six feet high and made of material approved by the City which may include wood, vinyl, or chain link as proposed by the Developer at that time. The fences shall be maintained, repaired, and replaced by the abutting lot owners in perpetuity, as shall be noted on the Final Plat. The Final Plats for Phases 1 and 3 of the Development shall include provisions that the lots abutting D Street shall have no access to D Street.

2.5 Weber Road Improvements. Prior to the occupancy of any lot constructed in Phase 2 of the Development, the Developer shall construct curb/gutter, sidewalk, and add shoulder pavement on the East side of Weber Road from the intersection of Crawford Road to the intersection of D Street.

2.6 Public Park. As part of the development of Phase 3, the Developer shall construct a park in the 1.3 acre area identified on the Preliminary Plat as "PARK" which park shall include at least one unisex disability accessible restroom approved by the City and shall be completed and dedicated to the City prior to occupancy of the 98<sup>th</sup> lot within the Development. The park shall include a paved parking area with no less than four off street parking spaces, one of which will be a designated disabled parking space. The park construction shall include irrigation, grass, and other features, including at least one set of playground equipment selected and approved by the City for use by children. Developer's maximum required expenditure for the playground equipment shall be \$25,000 including labor, materials, and taxes. Following completion of construction of the park, the Developer shall dedicate and transfer title to the park property to the City and the City shall thereafter own and maintain the park.

2.7 Crawford Road Access Restriction. The single family residential access to the Development from Crawford Road shall only be on "COUNTRY CLUB DR" as shown on the Preliminary Plat, Exhibit "B". A fence similar to the fences to be constructed on D Street as described above shall be constructed by the Developer along the North side of all of the lots abutting Crawford Road prior to the time any lot abutting Crawford Road is occupied. The

{CDZ1839368.DOC;4/00003.150019/}

DEVELOPMENT AGREEMENT

Page 3 of 10

Weber Road shall be located within 150 feet of the North boundary of the multifamily parcel, unless permitted to be located in a different location by the City at the time of application for development of the multifamily parcel.

2.14 Mailboxes. The Developer shall coordinate with the United States Postal Service for construction of locked, cluster mailboxes with locations within the Development to be subject to approval by the City. There shall be no individual residence mailboxes within the Development or on the multifamily parcel.

2.15 City Code Provisions. Except as specifically provided otherwise herein, the Parties agree that the provisions of the Deer Park Municipal Code and the City of Deer Park Design/Construction Standards dated July 2009, as both exist now or may hereafter be amended, shall apply to development of the Property. The provisions in effect at the time of application to develop each Phase of the Development shall apply. The Developer agrees that the Property shall be subject to the current and future codes, ordinances, and resolutions of the City.

2.16 Construction & Development Standards. Nothing in this Agreement shall be deemed to alter the development project proposed for this Property except to the extent of the items specifically identified in this Agreement. Unless otherwise specifically provided in this Agreement or as may be modified by subsequent written agreement of the Parties, the Developer agrees to subdivide, develop and construct buildings and improvements on the Property and within the Property pursuant to plans prepared and submitted by Developer and now on file with the City and in accordance with all applicable City ordinances, codes, regulations, construction standards, state and federal laws in existence at the time of application for the permits.

2.17 Traffic Impact Mitigation. The provisions of Chapter 10.28 of the Deer Park Municipal Code, the City Traffic Impact Mitigation fees, shall apply to development of the Property. The Developer shall pay to the City the applicable traffic impact fees that are in effect at the time of issuance of each building permit. The current single family residential fee is \$700.

2.18 Water Right Transfers – Payment in Lieu. The provisions of Chapter 13.12 of the Deer Park Municipal Code, providing for water right transfers or payments in lieu shall apply to development of the Property. As there are no water rights associated with the Property, payments in lieu of transfer of water rights shall be calculated by the City and paid by the Developer to the City at the time of issuance of each building permit. The current single family residential fee is \$1,227.

2.19 City Reviews. To the extent matters identified in this Agreement are subject to approval and review by the City, those matters shall be reviewed by the City Community Services Director in coordination with the City contract engineering firm. The reviews and

of the Preliminary Plat prepared by Whipple Consulting Engineers dated November 26, 2018 for Job #18-2066 shall not be recorded, but instead shall be kept on file with the City Ordinance that approves this Agreement and by this notification within this Agreement, shall have the same binding effect on successors and assigns as if the same were recorded with the Spokane County Auditor and shall run with the Property. The provisions within Exhibits "B", "C", and "D" to this Agreement, shall be incorporated into the final provisions of the Preliminary and Final Plats. The only alteration to the Exhibits approved by the Parties herein is to reduce the primary access point distance from the North boundary for access to Weber Road to the multifamily property from 300 feet to 150 feet as shown on Exhibit "C", "Sheet 2 of 3".

2.24 Mitigated Determination of Non-Significance. Following approval of this Agreement by passage of a City Ordinance, the City's State Environmental Policy Act ("SEPA") responsible official shall issue a mitigated determination of non-significance ("MDNS") with respect to development of the Property and the Developer shall agree in writing to comply with the terms and conditions of the MDNS. The mitigation in the MDNS that shall be applicable to development of the Property in the manner described in this Agreement shall be as set forth in this Agreement.

2.25 No Presumption Against Drafter. City and Developer understand, agree, and acknowledge that this Agreement has been fully negotiated by both Parties, and that in any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

2.26 Attorneys' Fees. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall pay for its own costs and attorney's fees.

2.27 Jurisdiction and Venue. Jurisdiction and Venue for any action to enforce any provisions of this Agreement shall be in the Superior Court of Spokane County, Washington.

2.28 Severability and Validity. Any provision of this Agreement which shall prove invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

2.29 Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.



**Exhibit "A"**

Real property in the County of Spokane, State of Washington, described as follows:

**PARCEL 1:**

**LOTS A, B, C AND D, FINAL SHORT PLAT SP-2008-1, ACCORDING TO PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 99, IN THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON.**

**PARCEL 2:**

**LOTS A, B, C AND D, FINAL SHORT PLAT SP-2008-2, ACCORDING TO PLAT RECORDED IN VOLUME 24 OF PLATS, PAGE 100, IN THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON.**

**Tax Parcel Number: 28013.0031, 28013.0032, 28013.0033, 28013.0034, 28013.0040, 28013.0041, 28013.0042 and 28013.0043**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Seattle Airports District Office  
2200 S. 216<sup>th</sup> Street  
Des Moines, WA 98198

February 24, 2020

Mayor Timothy Verzal  
City of Deer Park  
316 E. Crawford, PO Box F  
Deer Park, WA 99006

Deer Park Municipal Airport  
Deer Park, WA  
AIP: 3-53-0022-027-2020  
Engineering Services –2020 Apron & Taxilane  
Design and Construction Management

Dear Mr. Verzal:

We have reviewed the JUB Engineers, Inc. scope of work, fee proposal, your record of negotiations, and the Myaak. LLC. Independent Fee Estimate (IFE) for the 2020 Scope of Services for the subject project. Based on your analysis, we accept \$235,870 in eligible costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement (whether for eligible or ineligible work) will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

**Please provide our office with a copy of the executed engineering agreement.**

If you have questions, please call me at 206.231.4133

Sincerely,

KAREN  
JEAN MILES

Digitally signed by  
KAREN JEAN MILES  
Date: 2020.02.24  
06:08:27 -08'00'

Karen Miles, PE  
Project Manager



**AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)**  
**2020 NORTH APRON 2 AND TAXILANE 6 PROJECT, A.I.P. 3-53-0022-027-2020**  
**DEER PARK MUNICIPAL AIRPORT, DEER PARK, WASHINGTON**

THIS AGREEMENT is effective as of the 11th day of February, 2020 by and between, City of Deer Park, Washington, P.O. Box F, Deer Park, WA 99006 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., W. 422 Riverside, Suite 304, Spokane, Washington, 99201, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: Construct a General Aviation (GA) Apron and Taxilane 6 hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

**WITNESSETH**

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

**ARTICLE 1**  
**J-U-B'S SERVICES**

**1.01 BASIC SERVICES**

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**1.02 SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**1.03 ADDITIONAL SERVICES**

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

**ARTICLE 2  
CLIENT'S RESPONSIBILITIES**

**2.01 CLIENT'S RESPONSIBILITIES**

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

**ARTICLE 3  
J-U-B'S COMPENSATION**

**3.01 BASIC SERVICES COMPENSATION**

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of

performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

### **3.02 ADDITIONAL COMPENSATION**

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

### **3.03 COMPENSATION ADJUSTMENT**

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

### **3.04 ADDITIONAL CONDITIONS OF COMPENSATION**

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

## **ARTICLE 4 GENERAL PROVISIONS**

### **4.01 OWNERSHIP OF DOCUMENTS**

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached

thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

#### **4.02 DELEGATION OF DUTIES**

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

#### **4.03 GENERAL**

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at PO Box F Deer Park, WA 99006 and to J-U-B at W. 422 Riverside, Suite 304, Spokane, Washington, 99201. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no

other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

#### **4.04 MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Spokane County, Washington.

#### **4.05 INSURANCE AND INDEMNITY**

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees

and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

#### **4.06 EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

#### **4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY**

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

#### **4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL**

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

**ARTICLE 5  
FAA FEDERAL CLAUSES**

**5.01 SUCCESSORS AND ASSIGNMENTS**

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

**5.02 TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**B. TERMINATION FOR DEFAULT**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:

- 1. Perform the services within the time specified in this contract or by CLIENT approved extension;
- 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
- 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **5.03 CERTIFICATIONS OF J-U-B AND CLIENT**

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
  1. employ or retain, or agree to employ or retain, any firm or persons; or
  2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

### **5.04 TAX DELINQUENCY AND FELONY CONVICTIONS**

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **5.05 CIVIL RIGHTS GENERAL**

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and subtier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS**

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
  1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
  2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

#### **5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)**

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CLIENT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

#### **5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)**

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

#### **5.10 EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

#### **5.11 ACCESS TO RECORDS AND REPORTS**

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)**

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. J-U-B may rely on the certification of a

prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

### **5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **5.14 OCCUPATIONAL HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **5.15 FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **5.16 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **5.17 TEXTING WHILE DRIVING.**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

#### **5.18 HUMAN TRAFFICKING**

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
  1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
  2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **5.19 ENERGY CONSERVATION**

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

#### **5.20 PROHIBITION OF SEGREGATED FACILITIES**

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **5.21 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)**

Any violation or breach of terms of this contract on the part of J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold payments to Contractor until such time J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT's notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if J-U-B fails to correct the breach by deadline indicated in the CLIENT's notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **5.22 CLEAN AIR AND WATER POLLUTION CONTROL**

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed \$150,000.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF DEER PARK

BY:

Name: Timothy Verzal

Title: Mayor

ATTEST

Name:

Title:

J-U-B:

J-U-B ENGINEERS, Inc.

By:

Name: Toby Epler, P.E.

Title: Assistant Aviation Group Manager

ATTEST

Name:

Title:

*Applicable Attachments or Exhibit to this Agreement are indicated as marked*

- Certification For Contracts Grants, Loans, and Cooperative Agreements
- J-U-B Debarment Lookup
- Attachment 1 – Scope of Services, Basis of Fee and Schedule
- Attachment 1A – Detailed Scope of Work
- Attachment 1B – Fee Breakdown
- Attachment 2 – Special Provisions
- Exhibit A – Construction Phase Services
-

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: \_\_\_\_\_  
Sponsor's Authorized Representative

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**SAM Search Results**  
**List of records matching your search for :**  
**Search Term : J-U-B ENGINEERS, Inc.\***  
**Record Status: Active**

<b>ENTITY</b>	J-U-B ENGINEERS, INC.	Status: Active
DUNS: 078408341	+4:	CAGE Code: 0KJY0 DoDAAC:
Expiration Date: 03/12/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 250 S Beechwood Dr Ste 201		
City: Boise	State/Province: IDAHO	
ZIP Code: 83709-0944	Country: UNITED STATES	



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** 2020 NORTH APRON 2 AND TAXILANE 6 PROJECT

**AIRPORT NAME:** Deer Park Municipal

**CLIENT:** City of Deer Park, Washington

**A.I.P. NUMBER:** 3-53-0022-027-2020

**J-U-B PROJECT NUMBER:** 70-19-019

**CLIENT PROJECT NUMBER:** \_\_\_\_\_

ATTACHMENT TO:

- AGREEMENT DATED: 2/11/2020; or**
- AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: \_\_\_\_\_**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

FAA AIP 3-53-0022-027-2020 includes the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following work:

- Construct a General Aviation (GA) Apron and Taxilane 6.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

**PART 2 - BASIS OF FEE**

**A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:**

1. **Project Design and Bidding Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Ninety Nine Thousand Four Hundred Twenty Dollars and No Cents (\$99,420.00). See Attachment 1B for a detailed cost breakdown.
2. **Construction Phase**
  - a. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
    - i. **Payroll Cost:** Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any reasonable salary increases, promotions and other payroll adjustments during the course of this work.
    - ii. **Payroll Additives:** Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 61.20 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : AEI Engineering Inc.\***  
**Record Status: Active**

<b>ENTITY</b>	CASC Engineering and Consulting, Inc.	Status: Active
DUNS: 003068090	+4:	CAGE Code: 1TYU5 DoDAAC:
Expiration Date: 01/13/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1470 E. Cooley Drive		
City: Colton	State/Province: CALIFORNIA	
ZIP Code: 92324-3933	Country: UNITED STATES	

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Raymond Watkins\***  
**Record Status: Active**

**No Search Results**



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

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Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 3:00 PM

- Entity Dashboard
- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members
- RETURN TO SEARCH

STRATA, INC.  
 DUNS: 120791975 CAGE Code: 1SR34  
 Status: Active  
 Expiration Date: 07/10/2020  
 Purpose of Registration: All Awards

8653 W HACKAMORE DR  
 BOISE, ID, 83709-1667,  
 UNITED STATES

Entity Overview

Entity Registration Summary

Name: STRATA, INC.  
 Business Type: Business or Organization  
 Last Updated By: Kristy Hagle  
 Registration Status: Active  
 Activation Date: 07/11/2019  
 Expiration Date: 07/10/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200124-1615  
WWW8

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

- iii. **General and Administrative Overhead Cost:** These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 112.93 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
  - iv. **Direct Cost and Out-of-Pocket Cost:** These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
  - v. **Fixed Fee:** The Fixed Fee for performance completed under this task shall be Fifteen Thousand Two Hundred Fifty Seven Dollars and Eighty Cents (\$15,257.80). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
- b. Total estimate for Construction Phase, including fixed fee, for the work under this AGREEMENT shall not exceed One Hundred Thirty Six Thousand Four Hundred Fifty Dollars and No Cents (\$136,450.00). This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Authorization for Additional Services.
3. Total Project Fees. Total fees as outlined above are Two Hundred Thirty Five Thousand, Eight Hundred Seventy Dollars and No Cents (\$235,870.00). See Attachment 1B for a detailed fee breakdown.

### **PART 3 - SCHEDULE OF SERVICES**

J-U-B will perform all services according to the following schedule:

Design shall begin February 18, 2020 and run through June 30, 2020.  
Construction to begin July 1, 2020 and run through March 31, 2021.

This Agreement shall be in effect from February 18, 2020 to April 30, 2021. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
- Attachment 1B Fee Breakdown
- Standard Exhibit A: Construction Phase Services

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For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

GROUP: Airport

PROJECT DESCRIPTION(S):

**A. Airport (A05)**



J-U-B ENGINEERS, INC.

## J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

### Attachment 1A – Detailed Scope of Work

**PROJECT NAME:** 2020 NORTH APRON 2 AND TAXILANE 6 PROJECT

**AIRPORT NAME:** Deer Park Municipal

**CLIENT:** City of Deer Park, Washington

**A.I.P. NUMBER:** 3-53-0022-027-2020

**J-U-B PROJECT NUMBER:** 70-19-019

**CLIENT PROJECT NUMBER:** Click or tap here to enter text.

ATTACHMENT TO:

**AGREEMENT DATED: 2/11/2020; or**

**AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

#### **PART 1 - PROJECT UNDERSTANDING**

FAA AIP 3-53-0022-027-2020 included the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Construct a General Aviation (GA) Apron and Taxilane 6. The design will include the development of three (3) tie down layout alternatives for Owner approval, installation of pavement markings and aircraft tie downs, grading Taxiway/Taxilane Safety Area(s), and installation of drainage improvements.

#### **PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

##### **A. Task 001: Project Formulation Phase**

1. Conduct a Pre-design meeting with CLIENT and FAA via conference call. The meeting will be held to determine the issues that will need to be addressed during the design of the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Upon approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet with "empty cells" for person-hours, hourly rates, expenses, and costs for this project. This spreadsheet will be used for both J-U-B and the Independent Fee Estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

5. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
6. Assist CLIENT in the submittal of FAA Sponsor Certifications as applicable. These may include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts", and "Construction Project Final Acceptance".
7. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
  - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in preparing a three-year goal for 2021-2023 for ACIP projects. The three-year goal shall incorporate the recently published WSDOT Disparity Study.
  - b. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speakerphone and respond if anyone does call in.
  - c. Coordinate CLIENT DBE Goal Advertisements for the new 2021-2023 three-year goal on the CLIENT's website for a minimum of 30 days.
  - d. Finalize and submit new 2021-2023 three-year goal to FAA Civil Rights office, notify FAA ADO in writing once goal has been submitted.
  - e. Update sponsor's DBE Program Plan and submit to FAA Civil Rights for review and approval.
  - f. Prepare and submit DBE Annual Reports (2).
8. Prepare and submit six (6) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
9. Attend four (4) meetings with the Airport Advisory Board during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
10. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eight (8) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

**B. Task 002: Preliminary Design Phase**

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the project impact areas, and otherwise document findings of visit.
2. Obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed is the work area footprint. The survey area shall include the Taxilane and GA Apron work areas plus an additional 50' beyond the limits of work in order to properly develop transitions to existing pavements. The pavement and shoulder surfaces within this area shall be section surveyed on 50-ft stations. The infield and grass surfaces within this area shall be surveyed on a 100-ft by 100-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers,

edge of pavements, and lighting and electrical components. The total of all areas are approximately 15,000 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +/-0.02-feet for paved surfaces and +/-0.05-feet for unpaved surfaces. Horizontal tolerances shall be +/-0.03-feet.

The collected data shall be provided with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer ten (10) test pit excavations within the work area to a depth of 15-feet or refusal.

The geotechnical engineer shall immediately fill and compact all core holes with native material. Data shall be collected on the soil type, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, and Grain Size Distribution. A sieve analysis shall be performed on the native material for each core/bore location. The sieve analysis for subbase course should include the following classifications: percentage by weight passing sieves of 3-inch, No. 10, No. 40, No. 200, and 0.02 mm. Ground water depth shall be recorded if encountered. Three (3) California Bearing Ratio (CBR) test shall be performed on the test pit samples.

Drainage characteristics of the soil will be determined by completing percolation tests (2) alongside the test pit.

The geotechnical engineer shall coordinate with the Engineer to determine exact test pit locations. The geotechnical work shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. It should be anticipated that the logs shall be taken during daytime hours. The geotechnical firm will need to coordinate with the Airport Manager and the Engineer personnel for closure time and date if applicable.

The geotechnical firm shall submit an electronic copy of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with the Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Analyze the geotechnical testing data to determine the most cost effective form of new construction. Analyze the performance and stability of existing adjacent asphalt sections. Hold a meeting with the CLIENT and FAA (via conference call) at the Airport to present findings of the Geotechnical Testing and analysis. Determine construction method best suited for the project.
5. Coordinate with an electrical subcontractor for lighting design. This line item shall include the coordination and contracting with a Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section. Electrical Subcontractor will verify the loading requirements for any proposed apron. Any significant alterations of the electrical vault equipment or modification to the building itself based on these load changes will be considered an additional service.

6. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5320-6F. This will include calculating and reporting the Airport Pavement Strength- PCN.
7. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Perform stormwater conveyance calculations for the new taxiway and adjacent future apron areas. Determine sizing for stormwater swale and infiltration area for the new pavement areas. Any necessary drainage improvements will be sized to accommodate local drainage standards.
8. Determine the operational and phasing effects of closing the apron and Taxiway A during construction. Closing the taxiway will impact the airport users, FBO's and transient aircraft during the construction period. Study the effects of the various alternatives including night construction, or phased construction. Complete a cost analysis on all alternatives to present to CLIENT. Two meetings at the Airport will be needed to present preliminary alternatives and phasing plan to the CLIENT and stakeholders.
9. Assemble base data and base maps for the project work area from the design survey.
10. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require fifteen (15) plan sheets including:
  - Sheet 1 – Cover
  - Sheet 2 – Construction Layout Plan
  - Sheet 3 – Operation & Safety Plan- Phase 1
  - Sheet 4 – Operation & Safety Plan- Phase 2
  - Sheet 5 – Demolition Plan
  - Sheet 6 – Demolition Plan
  - Sheet 7 – Grading & Drainage Plan
  - Sheet 8 – Plan & Profile Taxiway
  - Sheet 9 – Plan & Profile Taxiways Connector
  - Sheet 10 – Plan & Profile GA Apron
  - Sheet 11 – Pavement Marking Plan
  - Sheet 12 – Pavement Marking Details
  - Sheet 13 – Typical Sections
  - Sheet 14 – Typical Sections
  - Sheet 15 – Civil Details
11. Prepare preliminary Construction Contract Documents and Technical Specifications based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports".
12. Prepare an Engineer's Opinion of Probable Construction Cost based on construction cost estimates, phasing, budget, and construction schedule and advise the CLIENT as to budget status.
13. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.
14. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
15. Conduct in-house quality control/quality assurance review of preliminary design documents.
16. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.

17. Submit preliminary documents to FAA (1 copy) and CLIENT (2 copies) for approval.

**C. Task 003: Final Design Phase**

1. Finalize bidding contract documents and technical specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize design plans, details, and sections based on Peer, CLIENT, and FAA Reviews.
3. Prepare Final Construction Safety and Phasing Plan (CSPP) to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Engineer's Opinion of Probable Construction Cost.
5. Prepare Final Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval.

**D. Task 004: Bidding Phase**

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at Deer Park City Hall.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine an opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D Change 1-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

**E. Task 005: Construction Phase**

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.

4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety Plan Compliance Document, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm control has not been altered.
7. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review.
8. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
9. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 45 working days at 10 hours per day plus 1.5 hours a day for drive time. In addition, the Project Manager will visit the site once a week (9 visits) for 4 hours each visit plus 1.5 hours of drive time to provide construction review.
10. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
11. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
12. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
13. The pavement contract on this project is expected to exceed \$500,000; as such a Quality Control (QC)/ Quality Assurance (QA) Workshop shall be conducted by the ENGINEER in accordance with the latest version of AC 150/5370-12.
14. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
15. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
16. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D- Change 1 Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
17. Conduct final and substantial completion inspections. The apron and taxiway project will be constructed in two phases. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
18. Conduct part-time field observation of project punch list item completion. Issue a recommended final acceptance upon contractor completion of punch list items.
19. Prepare Record Drawings of as-constructed revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of

Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

**F. Subtask 006: Project Closeout Phase**

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
4. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
5. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to State Division of Aeronautics.

**PART 3 - ASSUMPTIONS AND EXCEPTIONS**

- No SMS plan is required on this project during the design or other portions of the project.
- No AGIS survey is required for this project.
- Design will be in accordance with FAA AC 50/5300-13A.
- Environmental Clearance is satisfied through the flightline Categorical Exclusion dated 10-19-2016.
- Submittal of FAA Form 7460 to airspace the project construction will not be required.

## ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		FY 2020 Deer Park Municipal Airport Project AIP 3-53-0022-027-2020											
CLIENT:		City of Deer Park											
JOB NUMBER:		70-19-019											
DATE:		February 11, 2020											
		J-U-B Engineers, Inc. Fee Estimate (Design and Bldg Phase)											
TASK NO	PROJECT TASK	Principal \$69.00	Senior Engineer \$65.00	Project Manager \$54.00	Design Engineer \$37.00	CAD Designer \$37.00	Environ. Specialist \$47.00	Profess. Land Surveyor \$53.00	\$36.00	Admin. \$20.00	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>001. Project Formulation Phase</b>													
1	Conduct Pre-Design Meeting	0	0	2	2	0	0	0	0	0	4	\$182.00	
2	Project Scope Development & Formulation	1	0	3	9	0	0	0	0	2	1	\$604.00	
3	Prepare IFE sheets	0	0	0	1	0	0	0	0	2	3	\$77.00	
4	Prepare Professional Service Agreement	2	0	2	3	0	0	0	0	6	13	\$477.00	
5	FAA Grant Application (review)	0	0	0	2	0	0	0	0	1	3	\$94.00	
6	Prepare FAA Sponsor Certifications	0	0	0	2	0	0	0	0	1	3	\$94.00	
7	Federal Disadvantaged Business Enterprises	0	0	0	35	0	0	0	0	0	35	\$1,295.00	
8	Prepare and submit FAA quarterly reports	0	0	1	3	0	0	0	0	0	4	\$165.00	
9	Attend four (4) Airport Advisory meetings	0	0	12	12	0	0	0	0	4	24	\$1,092.00	
10	Prepare RFRs	0	3	3	0	0	0	0	0	10	16	\$557.00	
<b>002. Preliminary Design Phase</b>													
1	Perform Site Walk Through	0	0	6	6	0	0	0	0	0	1	12	\$546.00
2	Obtain field surveys	0	0	0	5	0	0	4	10	0	2	19	\$757.00
3	Coordinate with Geotechnical Sub	0	0	2	5	0	0	0	0	0	1	7	\$293.00
4	Analyze geotechnical testing data	0	1	1	5	0	0	0	0	0	7	\$304.00	
5	Coordinate with Electrical Sub	0	0	2	2	0	0	0	0	0	4	\$182.00	
6	Define critical aircraft and pavement section design	0	1	1	7	0	0	0	0	0	9	\$378.00	
7	Review existing stormwater drainage	0	0	2	6	0	0	0	0	0	8	\$330.00	
8	Partial apron and Taxiway A closure alternatives and associated costs.	0	1	3	3	2	0	0	0	0	2	9	\$412.00
9	Assemble base data and basemaps	0	0	1	3	8	0	0	0	0	12	\$461.00	
10	Prepare 75% Preliminary Plans	0	4	8	85	50	0	0	0	8	155	\$5,847.00	
11	Prepare 75% Preliminary Contract Docs & Specs	0	4	4	40	0	0	0	0	15	63	\$2,256.00	
12	Prepare 75% Opinion of Probable Construction Costs	0	1	1	8	0	0	0	0	1	11	\$435.00	
13	Prepare preliminary CSPP	0	0	2	15	8	0	0	0	2	27	\$999.00	
14	Prepare preliminary Engineer's Design Report	0	1	1	20	0	0	0	0	0	22	\$859.00	
15	In-house QA/QC	0	4	0	0	0	0	0	0	4	8	\$340.00	
16	Preliminary design review meeting	0	0	5	5	0	0	0	0	0	1	10	\$455.00
17	Submit preliminary documents to FAA	0	0	0	1	0	0	0	0	1	2	\$57.00	
<b>003. Final Design Phase</b>													
1	Finalize Contract Docs & Specs	0	2	6	15	0	0	0	0	6	29	\$1,129.00	
2	Finalize Construction Plans	0	2	8	15	20	0	0	0	0	45	\$1,857.00	
3	Finalize CSPP	0	0	2	6	0	0	0	0	0	8	\$330.00	
4	Complete Final Quantity Calculations	0	0	1	4	0	0	0	0	0	5	\$202.00	
5	Finalize Design Report	0	0	1	3	0	0	0	0	1	5	\$185.00	
6	Submit Final Documents to FAA & Owner	0	0	1	2	0	0	0	0	4	7	\$208.00	

## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>		FY 2020 Deer Park Municipal Airport Project AIP 3-53-0022-027-2020											
<b>CLIENT:</b>		City of Deer Park											
<b>JOB NUMBER:</b>		70-19-019											
<b>DATE:</b>		February 11, 2020											
<b>J&amp;B Engineers, Inc. Fee Estimate (Design and Bid/le Phase)</b>													
TASK NO	PROJECT TASK	Principal	Senior Engineer	Project Manager	Design Engineer	CAD Designer	Environ. Specialist	Profess.		Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
								Land Surveyor	Surveyor				
<b>004. Bidding Phase</b>													
1	Administer Bidding Process (bid document reproduction, distribution to and coordination with planrooms/newspapers, maintaining bidders list)	0	0	2	20	0	0	0	0	8	1	30	\$1,008.00
2	Provide Pre-Bid Conference	0	0	4	5	0	0	0	0	0	1	10	\$421.00
3	Prepare Bid Addendums	0	0	1	5	0	0	0	0	4	0	10	\$319.00
4	Respond to Bidders Questions	0	0	2	8	0	0	0	0	0	0	10	\$404.00
5	Conduct Bid Opening	0	0	0	3	0	0	0	0	0	1	3	\$111.00
6	Prepare Bid Tabulations	0	0	0	1	0	0	0	0	2	0	3	\$77.00
7	Prepare Bid & Cost Analysis, Review Responsiveness, Recommend Award	0	0	0	5	0	0	0	0	2	0	7	\$225.00
<b>LABOR:</b>													
	Labor	3	24	90	377	88	0	4	10	81	14	677	\$26,024.00
	Direct Overhead									174.13%			\$45,315.59
	Fixed Fee									15.0%			\$10,700.94
	<b>Total Labor + Overhead + Fixed Fee</b>												<b>\$82,040.53</b>
<b>EXPENSES:</b>													
	Air Travel	\$600.00	0							1.0			\$0.00
	Mileage	\$0.575		14				45		1.0			\$362.25
	Per Diem	\$55.00			0					1.0			\$0.00
	Lodging	\$150.00			0					1.0			\$0.00
	GPS Survey Unit	\$20.45					10			1.0			\$204.50
	Printing	\$750.00								1.0			\$750.00
<b>SUBCONSULTANTS:</b>													
1	Electrical							\$5,000		1.0			\$5,000.00
2	Geotechnical							\$11,060		1.0			\$11,060.00
	<b>Subtotal - Labor + Overhead + Fixed Fee</b>												<b>\$82,040.53</b>
	<b>Subtotal - Expenses</b>												<b>\$1,316.75</b>
	<b>Subtotal - Subconsultants</b>												<b>\$16,060.00</b>
	<b>Total - Section A.1.-Project Design and Bidding Phase Fees</b>												<b>\$99,420.00</b>

## ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		FY 2020 Deer Park Municipal Airport Project AIP 3-53-0022-027-2020											
CLIENT:		City of Deer Park											
JOB NUMBER:		70-19-019											
DATE:		February 11, 2020											
		AFU-B Engineers, Inc. Fee Estimate (Construction Phase)											
TASK NO	PROJECT TASK	Principal \$69.00	Senior Engineer \$65.00	Project Manager \$54.00	Design Engineer \$37.00	Construct Observer \$36.00	Construct Manager \$44.00	CAD Designer \$37.00	Surveyor \$36.00	Admin. \$20.00	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>005. Construction Phase</b>													
1	Prepare Construction Award Documents	1	0	1	3	0	0	0	0	2	7	\$274.00	
2	Coordinate with FAA & Client on Award	0	0	1	4	0	0	0	0	1	6	\$222.00	
3	Conduct Pre-Construction Conference	0	0	4	4	4	0	0	0	0	12	\$508.00	
4	Review & Coordinate Contractor Schedule	0	0	1	1	0	0	0	0	0	2	\$91.00	
5	Review Shop Drawings & Submittals	0	0	4	10	2	0	0	0	1	17	\$678.00	
6	Provide benchmarks and horizontal control points	0	0	0	0	0	0	0	6	0	6	\$216.00	
7	Prepare Construction Management Plan	0	0	1	8	0	6	0	0	0	15	\$614.00	
8	Conduct Weekly Construction Meeting	1	0	16	22	0	0	0	0	0	39	\$1,747.00	
9	Provide Project Representative and Attend Four (4) Airport Advisory meetings	0	0	18	0	520	0	0	0	0	49	538	\$19,692.00
10	Provide Office Administration Support	0	0	40	30	0	0	0	0	0	70	\$3,270.00	
11	Review Contractor's Pay Request	0	0	2	10	0	0	0	0	10	22	\$678.00	
12	Monitor and coordinate Contractor Quality Control Testing Program	0	0	1	5	5	0	0	12	0	23	\$851.00	
13	Conduct QC/QA workshop	0	3	0	0	3	0	0	0	1	7	\$323.00	
14	Review Contractor Wage & EEO Docs	0	0	0	4	8	0	0	0	25	37	\$936.00	
15	Coordinate with FAA & Client on Change Orders, Weekly Reports, and Project Status/Schedule	0	0	2	18	14	0	0	0	0	34	\$1,278.00	
16	Prepare Construction Change Orders	0	0	3	6	4	0	0	0	10	23	\$728.00	
17	Conduct Final & Substantial Completion	0	0	8	8	0	0	0	0	1	17	\$748.00	
18	Part-time field observation of project punch list	0	0	4	10	30	0	0	0	0	5	44	\$1,666.00
19	Prepare Record Drawings	0	0	0	4	0	0	8	0	0	12	\$444.00	
<b>006. Project Close Out Phase</b>													
1	Prepare Final Report	0	0	4	20	10	0	0	0	4	38	\$1,396.00	
2	Update ALP Drawing	0	0	1	2	0	0	4	0	0	7	\$276.00	
3	Report DBE project participation	0	0	0	3	0	0	0	0	2	5	\$151.00	
4	Assist with Independent Audit	0	0	0	2	0	0	0	0	4	6	\$154.00	
5	Assist with 5-year CIP	0	0	1	3	0	0	0	0	0	4	\$165.00	

### ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>		FY 2020 Deer Park Municipal Airport Project AIP 3-53-0022-027-2020											
<b>CLIENT:</b>		City of Deer Park											
<b>JOB NUMBER:</b>		70-19-019											
<b>DATE:</b>		February 11, 2020											
<b>J-U-B Engineers, Inc. Fee Estimate (Construction Phase)</b>													
TASK NO	PROJECT TASK	Principal	Senior Engineer	Project Manager	Design Engineer	Construct Observer	Construct Manager	CAD Designer	Surveyor	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>LABOR:</b>													
	Labor	2	3	112	177	600	6	12	18	61	68	991	\$37,106.00
	Direct Overhead									174.13%			\$64,612.68
	Fixed Fee									15.0%			\$15,257.80
	<b>Total Labor + Overhead + Fixed Fee</b>												<b>\$116,976.48</b>
<b>EXPENSES:</b>		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Air Travel	\$600.00	0						1.0				\$0.00
	Mileage	\$0.575		68			45		1.0				\$1,759.50
	Per Diem	\$55.00			0				1.0				\$0.00
	Lodging	\$150.00			0				1.0				\$0.00
	GPS Survey Unit	\$20.45				0			1.0				\$0.00
	Printing	\$0.00							1.0				\$0.00
<b>SUBCONSULTANTS:</b>													
1	Electrical						\$3,000		1.0				\$3,000.00
2	Geotechnical						\$14,710		1.0				\$14,710.00
3							\$0		1.0				\$0.00
	<b>Subtotal - Labor + Overhead + Fixed Fee</b>												<b>\$116,976.48</b>
	<b>Subtotal - Expenses</b>												<b>\$1,759.50</b>
	<b>Subtotal - Subconsultants</b>												<b>\$17,710.00</b>
	<b>Total - Section A.2.-Construction Fees</b>												<b>\$136,450.00</b>



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Deer Park

Project: 2020 North Apron 2 and Taxilane 6

The Agreement for Professional Services dated 2/11/2020 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No

- Yes      10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- No
- Yes      11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- No
- Yes      12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- No
- Yes      13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- No
- Yes      14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- No
- Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*
  - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
  - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
  - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
  - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
  - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
  - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
  - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

RESOLUTION NO. 2020-002

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, PROPOSING VACATION OF 11 FEET OF RIGHT-OF-WAY ON THE EAST SIDE OF COLVILLE ROAD LOCATED BETWEEN 6<sup>TH</sup> STREET AND 5<sup>TH</sup> STREET, EXPLAINING THE CIRCUMSTANCES RELATING TO THE PROPOSED RIGHT-OF-WAY VACATION AND DESCRIBING THE CONSIDERATION CONSISTING OF DEDICATION TO THE CITY OF NEW ADDITIONAL RIGHT-OF-WAY TO THE NORTH OF THE INTERSECTION OF COLVILLE AND 6<sup>TH</sup> STREET ON THE EAST SIDE OF COLVILLE ROAD FROM THE ST. MARY PRESENTATION CATHOLIC PARISH; PROVIDING FOR NOTICES AND A PUBLIC HEARING CONCERNING THE RIGHT-OF-WAY VACATION AND MAKING A PRELIMINARY FINDING THAT THE VALUE OF THE RIGHT-OF-WAY PROPOSED TO BE VACATED TO BE APPROXIMATELY THE SAME AS THE RIGHT-OF-WAY PROPOSED TO BE DEDICATED TO THE CITY.**

---

**WHEREAS**, by letter to the City dated September 26, 2019 the Reverend Thomas Connelly of the St. Mary Presentation Catholic Church in Deer Park, Washington (the "Church"), the Church proposed an exchange of property in the form of the right-of-way vacation as set forth and described in more detail below herein in exchange for a dedication of additional new right-of-way as set forth in more detail below herein; and

**WHEREAS**, the City staff and City Engineers have reviewed the proposal and determined that passage of this Resolution outlining the terms of the proposal is in the best interest of the City and the Church; and

**WHEREAS**, the Church presently has graves and headstones that are a part of the church cemetery located within the right-of-way proposed to be vacated by this Resolution and vacation of the right-of-way proposed to be vacated by this Resolution in exchange for the dedication by the Church to the City of new right-of-way will assist the City with a realignment of Colville Road in the area of the intersection of 6<sup>th</sup> Street in a manner that will make Colville Road safer and more efficient for vehicle traffic and pedestrians in the vicinity of 6<sup>th</sup> Street; and

**WHEREAS**, Chapter 35.79 RCW authorizes the City to proceed with the vacation of right-of-way by City Council Resolution; and

**WHEREAS**, this Resolution provides for the notices that are necessary to vacate the right-of-way and provides for a public hearing before the City Council; **NOW THEREFORE**

**THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON HEREBY RESOLVE AS FOLLOWS:**

Section 1. On April 15, 2020 beginning at 7:00 PM at the Regular Meeting of the City Council, the City Council shall hold a public hearing to consider vacation of that portion of the Colville Road right-of-way described in Exhibit "1" to this Resolution and depicted in Exhibit "2" to this Resolution which consists of approximately 2,732 square feet of right-of-way 11 feet wide by approximately 248 feet in length immediately to the South of the 6<sup>th</sup> Street intersection and on the East side of Colville Road.

Section 2. The City Clerk-Treasurer is directed to post notice of the public hearing to be held pursuant to Section 1 of this Resolution in three (3) of the most public places in the City and in a conspicuous place on the right-of-way proposed to be vacated. The form of the notice shall consist of posting a copy this Resolution in those locations together with copies of all exhibits to this Resolution.

Section 3. The City Clerk-Treasurer is hereby directed to mail notices at least 15 days prior to the date of the public hearing set forth in Section 1 of this Resolution to all owners abutting any portion of the Colville Road right-of-way proposed to be vacated as those owners appear in the records of the Spokane County Treasurer. The notice to be provided by mail shall consist of mailing of a copy of this Resolution together with all exhibits to this Resolution.

Section 4. At the public hearing to be held pursuant to Section 1 of this Resolution, the City Council shall consider whether the relative fair market value of the right-of-way proposed to be vacated as described in Exhibits "1" and "2" to this Resolution is roughly equivalent to the right-of-way value proposed to be dedicated by right-of-way deed by the Church to the City as that right-of-way is described in Exhibit "3" and depicted in Exhibit "4" to this Resolution. The right-of-way described in Exhibit "3" and depicted in Exhibit "4" will add a triangular shaped property to the Colville Road right-of-way between the North side of 6<sup>th</sup> Street and the South side of 7<sup>th</sup> Street on the East side of Colville Road in order to enable the Colville Road right-of-way to be aligned in a manner that will enable safer and more efficient use of the right-of-way by vehicular traffic and pedestrians traveling in this area. The City staff and City Engineers have preliminarily found that the value of the approximate 4,450 square feet to be dedicated in this triangular shaped dedication to the City is roughly equivalent to the value of the right-of-way proposed to be vacated in Section 1 of this Resolution as described in Exhibit "1" and depicted in Exhibit "2" to this Resolution. The City Council hereby makes a preliminarily finding that the value of the right-of-way to be vacated as described and depicted in Exhibits "1" and "2" to this Resolution is roughly equivalent to the value of the right-of-way to be dedicated to the City as described and depicted Exhibits "3" and "4" to this Resolution.

Section 5. Following the public hearing to be held pursuant to Section 1 of this Resolution, the City Council may consider vacation of the right-of-way proposed to be vacated and if the Council determines the right-of-way should be vacated, the City Council may do so by the passage of an Ordinance at the April 15, 2020 City Council Meeting.

**Section 6.** This Resolution shall be effective immediately upon passage by the City Council.

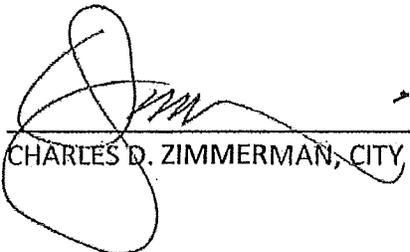
APPROVED by the City Council of the City of Deer Park, Washington at an Open Public Meeting the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
DEBY CRAGUN, CITY CLERK/TREASURER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CHARLES D. ZIMMERMAN, CITY ATTORNEY



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANODON GROUP



GATEWAY MAPPING INC.

EXHIBIT 1

LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY

to be exchanged

CITY OF DEER PARK  
to  
ST. MARY PRESENTATION CATHOLIC PARISH

FEBRUARY 27, 2020

That portion of the Colville Road right-of-way lying adjacent to and westerly of Block 4 of Assessor's Plat No. 11, according to the plat thereof recorded in Volume R of plats at page 29, Records of Spokane County, Washington, being situated in Government Lot 3 of Section 2, Township 28 North, Range 42 East, Willamette Meridian, City of Deer Park, Spokane County, Washington, described as follows:

BEGINNING at the northwest corner of said Block 4 (from which the southwest corner of said Block bears South 02°29'33" East), said point being the intersection of the existing easterly right-of-way line of Colville Road and the southerly right-of-way line of 6<sup>th</sup> Street (note: this area is shown on Record of Survey recorded under Auditor's File No. 5051905, Records of Spokane County);

thence South 88°41'08" West along the westerly extension of said south right-of-way line of 6<sup>th</sup> Street, 11.00 feet;

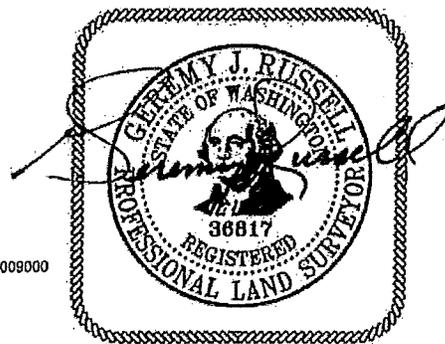
thence South 02°29'33" East, parallel to and 11.00 feet westerly of said easterly right-of-way line of Colville Road, 248.40 feet;

thence North 88°41'08" East, 11.00 feet, more or less, to said easterly right-of-way line;

thence North 02°29'33" West, along said easterly right-of-way line 248.40 feet, more or less, to the POINT OF BEGINNING.

Containing 2,732 square feet, more or less.

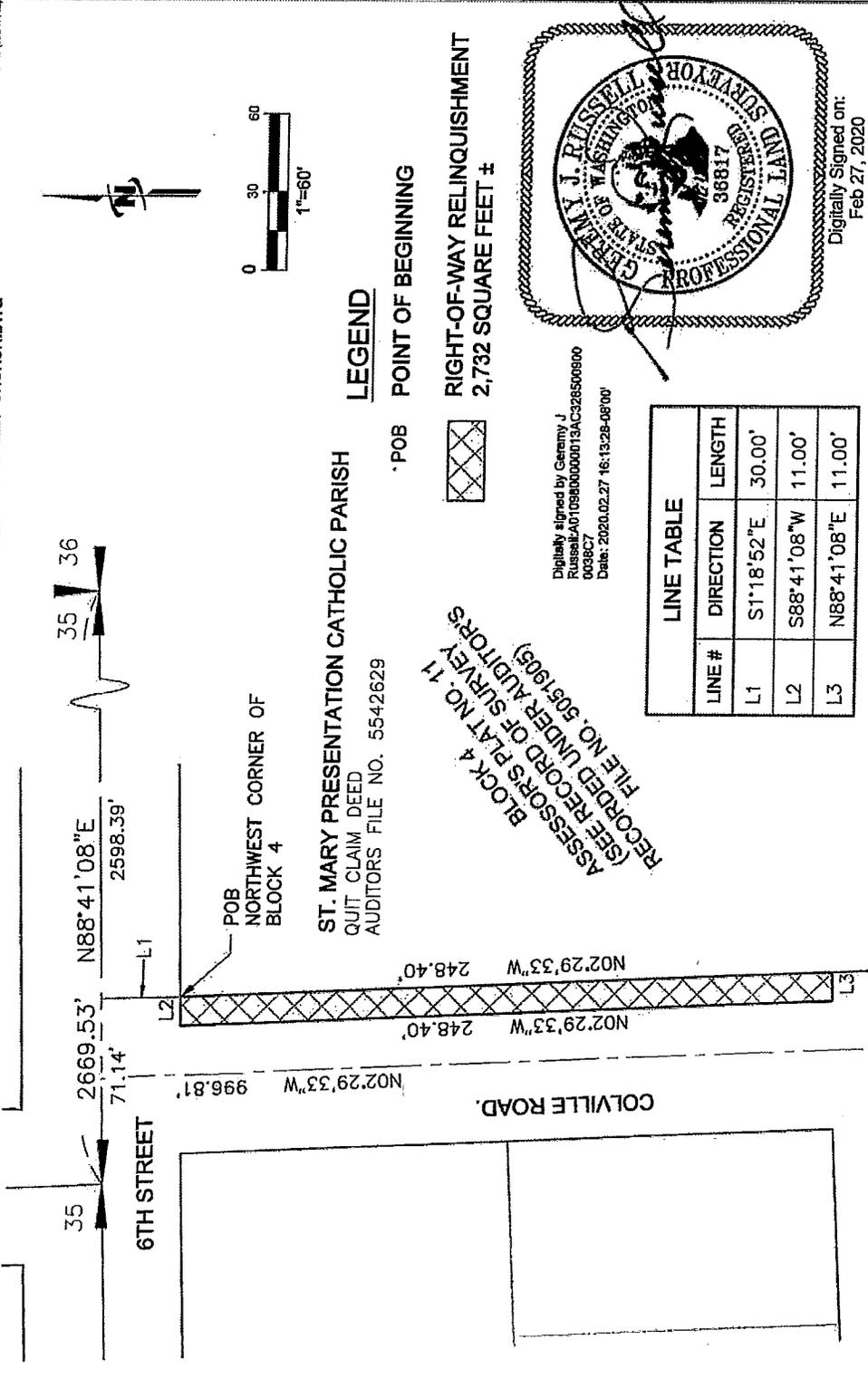
Digitally signed by Jeremy J Russell; A010980000013AC3285009000 038C7  
Date: 2020.02.27 16:13:00-08'00'



Digitally Signed on:  
Feb 27, 2020

\\CDAFILES\Public\Projects\JUB\70-19-022 Deer Park-Colville Water & Sewer Design\CAD\SURVEY\LEGALS\CITY OF DEER PARK TO ST MARY\DeerPark-Church 2.27.20.docx

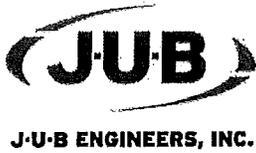




BLOCK 4  
ASSESSOR'S PLAT NO. 11  
(SEE RECORD OF SURVEY  
FILE NO. 5051905)



JUB ENGINEERS, INC.  
CAD FILE: 020204



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

**EXHIBIT 3**

**LEGAL DESCRIPTION  
of  
RIGHT-OF-WAY  
to be  
EXCHANGED**

**ST. MARY PRESENTATION CATHOLIC PARISH  
to the  
CITY OF DEER PARK**

**JANUARY 15, 2020**

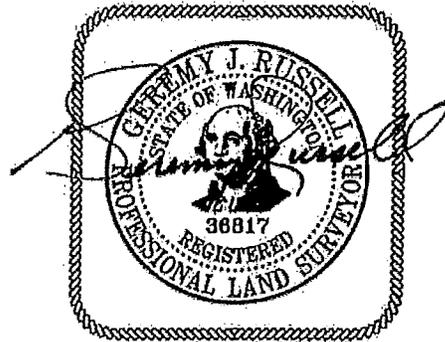
That portion of the S1/2 of the S1/2 of the SW1/4 of the SE1/4 of Section 35, Township 29 North, Range 42 East, Willamette Meridian, City of Deer Park, Spokane County, Washington, described as follows:

BEGINNING at the intersection of the easterly right-of-way line of Colville Road and the northerly right-of-way line of 6<sup>th</sup> Street (note: shown as the southwest corner of Parcel E on that certain Record of Survey recorded under Auditor's File No. 6423961, Records of Spokane County); thence North 02°44'34" West, along said easterly right-of-way line of Colville Road, 303.35 feet, more or less, to the north line of said S1/2 of the S1/2 of the SW1/4 of the SE1/4 of Section 35;

thence South 08°15'13" East 305.50 feet, more or less, to said northerly right-of-way line of 6<sup>th</sup> Street;

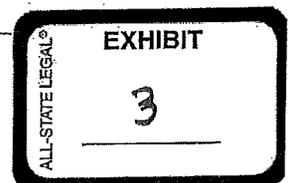
thence South 88°41'08" West, 29.35 feet, more or less, to the POINT OF BEGINNING.

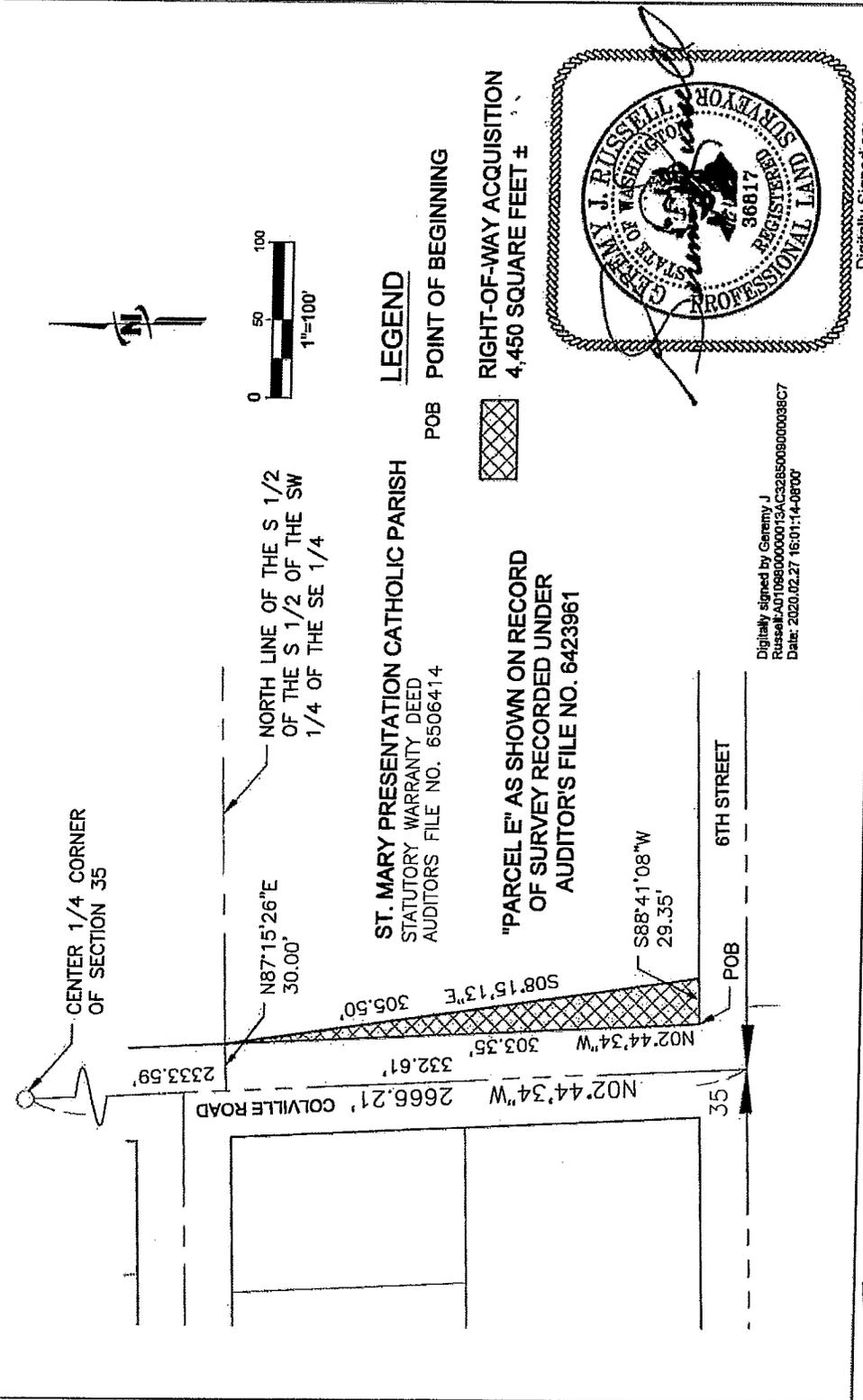
Containing 4,450 square feet (0.102 acres), more or less.



Digitally Signed on;  
Feb 27, 2020

Digitally signed by Jeremy J  
Russell:A0109800000013AC3285009000038C7  
Date: 2020.02.27 16:01:39-08'00'





**JUB**  
 J-U-B ENGINEERS, INC.  
 GND FILE CHECKS

**EXHIBIT 4**

ST. MARY PRESENTATION CATHOLIC PARISH TO CITY OF DEER PARK  
 RIGHT OF WAY ACQUISITION  
 S1/2 S1/2 SW1/4 SE1/4 OF SEC. 35 T29N. R42E. W.M. SPOKANE CO. WASHINGTON

**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 **38376 through 38404 including EFT Debits in the amount of \$81,797.74.**

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

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38376 through 38404 including EFT Debits in the amount of \$81,797.74 this 4<sup>th</sup> day of March 2020.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Vouchers 2nd Half Feb 2020

Fiscal: : 2020

Number	Vendor Name	Account Description	Amount
38376	U.S. Postal Service	PO Box Yearly Subscription	\$208.00
38377	Krieger, Roger	Travel/training	\$132.00
38378	Wainwright, Brad	Travel/training	\$132.00
38379	Advanced Underground Utility Locating Inc	Locates at Golf Course	\$440.00
38380	Airside Solutions, Inc.	Airport Supplies	\$286.44
38381	American Linen	Supplies	\$122.93
		Mat Change Out	\$56.70
		Check Total:	\$179.63
38382	Anatek Labs	Water Testing - Anatek	\$125.00
38383	Bud Clary Chevrolet	Dity Replacement 2020 Equ	\$27,288.62
38384	Centurylink	Communications	\$1,831.72
38385	City Service Valcon, LLC	Resale Fuel	\$23,321.04
38386	Deer Park Chamber of Commerce	Luncheon Dues	\$135.00
38387	Deer Park Summer Concert Series	Community Celebrations	\$1,000.00
38388	Fastenal	Supplies	\$83.40
38389	G S I Auto Glass	Grader Repair & Maintenance	\$324.30
38390	Kajun Electric	Light Install and Generator testing	\$1,642.04
		Sewer Pump Electrical Repair	\$216.20
		Check Total:	\$1,858.24
38391	Myaak Engineering, PLLC	FAA AIP #27 Taxilane/Apron Const.	\$3,000.00
38392	National Barricade	Supplies	\$192.75
38393	Northwest Insurance Group	Airport Insurance	\$5,584.00
38394	Office Depot	Central Services Supplies	\$105.28
38395	Owl Fence	Shop Fence Repair	\$324.30
38396	Racom	Tools & Equipment	\$860.83
38397	Department of Licensing	2020 Equ Vehicle Registration	\$60.75
38398	Reliance Janitorial	City Hall Janitorial Services	\$525.00
38399	Ricoh USA, Inc	City Hall Copier Contract	\$208.62
		Supplies	\$144.68
		Check Total:	\$353.30
38400	Schultz's Aviation, LLC	Airport Management Contract Feb 2020	\$9,441.67
38401	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control Feb	\$894.07
38402	Spokane House of Hose	Supplies	\$531.63
38403	SWS Equipment	Repair & Maintenance Sewer Vac Truck	\$1,212.77

38404	US Bank	GoBond Loan Admin Fee	\$300.00
		Sewer Rev Refi Bond	\$170.00
		Check Total:	\$470.00
EFT Debit Feb 2020 Postage Refill	United States Postal Svc	Communications	\$896.00
	<b>Grand Total</b>		<b>\$81,797.74</b>
	<b>Total Accounts Payable for Checks #38376 Through #EFT Debit Feb 2020 Postage Refill</b>		

**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 **13661 through 13690 including PFML and 941 Taxes in the amount of \$100,896.14.**

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

**Council Approval**

We, the undersigned Council Members of the ***City of Deer Park*** approve the payment of Payroll Checks numbered **13661 through 13690 including PFML and 941 Taxes in the amount of \$100,896.14 this 4<sup>th</sup> day of March 2020.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_



## 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 Bryan D. Dearden, hereinafter referred to as "Lessee."

### WITNESS THAT

WHEREAS, THE CITY OF DEER PARK is the owner of certain described real estate, more fully described below; 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

The City of Deer Park hereby leases to Lessee the parcel of land shown in the 2018 Deer Park Municipal Airport Lease Plan Revision #6 dated 08/08/2018 and described as **Lot #19**, located at 1002 N. Cedar Rd. Deer Park Municipal Airport, Spokane County, Washington (hereinafter the "Premises" or "Leased Premises").

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.

The City reserves the right 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.

The City reserves the right but shall not be obligated to the Lessee, 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.

The City reserves the right 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.

The City shall have the right to temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

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 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 instrument 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 30 years commencing from the First day of March, 2020 and ending the Twenty Eighth day of February 2050, unless otherwise terminated or canceled as provided in this document.

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 terms for new leases. The Lessee shall be eligible for a new lease agreement on the Leased Premises provided Lessee is in compliance with all terms, covenants, and conditions of this Lease and any amendments thereto.

## **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 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.

**V. FINANCIAL OBLIGATION**

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

Rent Rate	Sq. Ft.	Rent	Leasehold Tax	Total Due	Semi Annual
\$ 0.20	10,000	\$ 2,000.00	\$ 256.80	\$ 2,256.80	\$ 1,138.40

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. 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.

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

E. Installation, hook-up, and payment for utilities shall be the responsibility of the Lessee. Utilities are to be installed to the City's specifications and those of the utility service provider.

**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 ninety (90)days advance notice of intent to do so, if said monetary default has not been remedied within the ninety (90) day period after notice is sent.

## VII. DISPOSITION OF BUILDINGS AND IMPROVEMENTS UPON LEASE EXPIRATION

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 lease renewal or disposition of buildings and improvements on the Leased Premises. Upon termination for reasons other than default, the City and Lessee shall agree upon one of the following three courses of action with respect to the disposition of Lessee's buildings and improvements located at the Premises:

1. In the event that the Lessee desires to continue occupying the Leased Premises, the Lessee may request that the City grant a new lease agreement. If the City desires to continue to lease the Leased Premises with the existing improvements, the City may concur with this request. Any such request concurred with by the City must be accompanied by the lease renewal application fee then in effect. In the event the City concurs with the Lessee's request to lease the Leased Premises, then the Lessee shall be eligible for a new lease agreement for the Leased Premises provided the following conditions are met by the Lessee:

- 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.
- 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. OR

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 improvements. Restoration of Leased Premises shall also include fine grading to allow for proper drainage into the appropriate drainage system. All components of the improvement removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Lessee. Removal of 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 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 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 comply with Option 2 above.

If the City and Lessee are unable to agree upon any of the above three options, then option 2 shall, by default, apply upon termination of the Lease term.

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.

City, at its discretion, may extend the time period for resolution 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 Article III of this Lease.

#### VIII. INDEMNIFICATION AND INSURANCE BY LESSEE

The Lessee shall indemnify 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.

City shall indemnify Lessee, its members, employees, and agents from and against any and all claims, demands, causes of action, suites or judgments, including attorney fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for death or injury to persons or for loss of or damage to property caused by the City's breach of any term of this Lease or the negligence of the City.

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.

Lessee, as a material part of the consideration to be tendered to City, waives all claims against City for damages to goods, wares, merchandise and loss of business, in upon or about the Leased Premises and for injury to Lessee, its agents, employees, or invitees in or about the Leased Premises from any cause arising at any time, other than for City's sole negligence or willful misconduct.

From and after the commencement date of the initial term of this Lease and continuing for the initial term and any extension 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 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.

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.

The insurance required shall be issued by carriers acceptable to the City, and City's approval shall not be unreasonably withheld.

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.

In the event a fire or other casualty loss results in destruction of the building to the extent that Lessee determines not to use insurance proceeds to repair or rebuild the hangar building, 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 a building on the Leased Premises and the remaining insurance proceeds shall be the property of Lessee.

Lessee's construction contractor shall provide at least \$1,000,000 general liability insurance naming the City of Deer Park as an additional insured.

#### **IX. DAMAGE OR DESTRUCTION**

If the improvements on the Premises are partially or totally damaged by fire or other casualty, the Lessee will repair or replace the damaged improvements (or similar) to meet existing building code 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 City of Deer Park Building Department.

In the event Lessee decides not 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.

City may, at its discretion, extend the period for 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.

If the Lessee opts not to rebuild, upon payment of the remainder of the rent due under the Lease 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 AND MAINTENANCE OF PREMISES**

Lessee shall pay 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.

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:

- (a) Not allow trash, garbage, rubbish or refuse to collect on the exterior of any building on the Premises;

- (b) Mow vegetation on Premises;
- (c) Keep Premises around building free from inoperable and junk equipment;
- (d) 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.

#### **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. CITY'S RIGHT OF CANCELLATION**

In addition to any conditions as specified herein and all other remedies available to the "City," this agreement shall be subject to cancellation by the City should any one or more of the following occur:

A. If Lessee shall file a voluntary petition in bankruptcy or proceedings in bankruptcy instituted against the Lessee are thereafter adjudicated, a bankruptcy pursuant to such proceedings, or a court shall take jurisdiction of the Lessee's property and its assets pursuant to proceedings brought under the provision of the Federal Reorganization or Bankruptcy Act, or a receiver for the Lessee's assets is appointed, or the Lessee is divested of its rights, powers, and privileges under this Lease by other operation of law.

B. If Lessee shall default, fail to perform, or breach any covenants, terms, or conditions of this Lease, the Lessee shall be given written notice to correct or cure such default, failure to perform, or breach. If, within ninety days (90) from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the City, the City shall have the right to immediately declare this Lease terminated and to proceed to evict Lessee and may require Lessee to remove all improvements to the Leased Premises or at the City's option keep or dispose of the improvements.

#### **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. 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. 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.

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 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.

#### **XV. 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, do 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 may be amended.

#### **XVI. PAYMENT OF TAXES AND FEES**

Lessee shall pay all license, excise fees, permits, and taxes covering the 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.

#### **XVII. RIGHT TO ENTER PREMISES**

The City reserves the right to inspect the Premises and any improvements at any reasonable time for the purpose of ensuring compliance with rules and regulations governing the use of the Premises. The City shall make reasonable attempts to contact Lessee first by telephone, and if no answer, by certified mail (according to the current information provided by the Lessee) to arrange a convenient time for inspection. When immediate entry is deemed necessary for emergency purposes, if Lessee is not present to permit such entry, the City, its agents and employees shall be permitted to enter the Premises and any improvements. The City's agents or employees 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.

#### **XVIII. 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 at the airport. Lessee is an independent contractor in every respect and not an agent of the "City."

#### **XIX. LIENS AND ENCUMBRANCES**

Lessee agrees that it shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and improvements, during the Term, for improvement to the Premises. Lessee shall keep the Premises free and clear of all liens. 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.

#### **XX. 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, which may affect said property or the use thereof.

#### **XXI. HAZARDOUS SUBSTANCES**

**A. Presence and Use of 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 (See Exhibit B). 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 Article, XVII to check 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.

Any and all costs incurred by the City and associated with the City's inspection of Lessee Premises and the City's monitoring of Lessee compliance with this Article, including the City's attorneys' fees and costs, shall be additional rent and shall be due and payable to the City immediately upon demand by the City.

**B. Cleanup Costs, Default, and Indemnification**

1. Lessee shall 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. Lessee shall 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 Article, 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.

## **XXII. 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.

## **XXIII. SUCCESSORS**

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

## **XXIV. TIME IS OF THE ESSENCE**

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

## **XXV. CONFLICT RESOLUTION**

All claims, disputes and other matters in controversy (herein called "dispute") arising directly or indirectly out of or related to this Lease, or the breach thereof, whether contractual or non-contractual, and whether during the term of or after the termination of this Lease, shall be resolved exclusively according to the procedures set forth in this Article XXV.

### **Mediation.**

Neither party shall commence an arbitration proceeding pursuant to the provisions of this Article XXV unless such party shall first give a written notice (a "Dispute Notice") to the other party in the same manner otherwise provided for notice in this Lease, setting forth with reasonable specificity the nature of the dispute. The Dispute Notice shall constitute a notice and demand for mediation. The parties shall attempt in good faith to resolve the dispute by non-binding mediation. If the parties cannot agree on the selection of a mediator within fifteen (15) days after delivery of the Dispute Notice, the Seattle, Washington office of JAMS shall select the mediator. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the Dispute Notice, then the dispute shall be determined by arbitration in accordance with the provisions of this Article XXV below.

### **Arbitration.**

Any dispute that is not settled by mediation as provided in Section 8.1 shall be resolved by arbitration in the City of Spokane, State of Washington in accordance with the JAMS Arbitration Rules in effect on the date of the Dispute Notice, by an arbitrator appointed by the Seattle, Washington office of JAMS. The judgment on the arbitration shall be entered in Spokane County Superior Court.

The arbitrator shall issue an award in writing specifying its findings of fact and conclusions of law. Each party shall pay one-half of the fees and costs of the arbitrator.

Upon the application by either party to Spokane County Superior Court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator, the award should be confirmed, or should be modified or vacated in order to correct any errors of the law that may have been made by the arbitrator. In order to effectuate such judicial review limited to issues of law, the parties agree (and shall stipulate to the court) that the findings of fact made by the arbitrator shall be final and binding on the parties and shall serve as the facts to be submitted to and relied on by the court in determining the extent to which the award should be confirmed, modified or vacated.

#### **Costs and Attorneys' Fees.**

Except as otherwise specifically provided in this Lease, each party shall pay its own costs and attorneys fees incurred in any mediation, arbitration or any Spokane County Superior court hearing or further appeal or other litigation relating to or arising out of the existence of this Lease.

#### **JAMS.**

References in this Lease to the Seattle, Washington office of JAMS shall be considered references to the Spokane office of JAMS in the event a Spokane office is available on the date of the Dispute Notice. In the event there is no Seattle or Spokane office of JAMS on the date of the Dispute Notice, the Spokane County Superior Court shall appoint the mediator referred to in the Mediation provisions of this Article XXV and the arbitration provisions shall be interpreted as eliminated and stricken from this Lease and either party may only resolve disputes through commencement of litigation in Spokane County Superior Court.

#### **XXVI. VENUE**

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.

#### **XXVII. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement of the parties, including Exhibits "A and B" (and any addendum). 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.

#### **XXVIII. NOTICES**

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. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

City: City of Deer Park  
Attn: Airport Manager  
E. 316 Crawford, PO Box F  
Deer Park, WA 99006  
(509)276-8802

Lessee: Bryan D. Dearden  
1221 W. Railroad Alley #11  
Spokane WA. 99201  
bdearden@comcast.net  
509-994-4397

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

#### **XXIX. ENCUMBRANCE OF LESSEE'S INTEREST**

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.

#### **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 \_\_\_\_\_, 20\_\_.

City of Deer Park

\_\_\_\_\_  
Timothy Verzal, Mayor

Attest:

By: \_\_\_\_\_  
Deby Cragun City Clerk/Treasurer

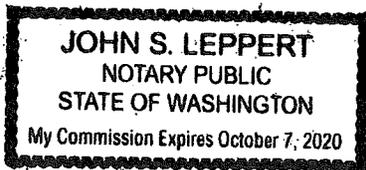
LESSEE:

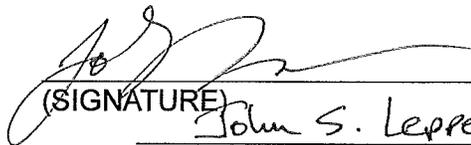
By:   
Bryan D. Dearden

STATE OF Washington )  
County of Spokane ) ss

I certify that I know or have satisfactory evidence that BRYAN D. DEARDEN is the person who appeared before me, and said person acknowledged that he/she 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 Feb. 21, 2020



  
(SIGNATURE)  
John S. Leppert  
(TYPED OR PRINTED NAME)  
Notary Public in and for the State of  
Washington, residing in Spokane  
My Commission Expires: Oct. 7, 2020

NO. 20-0120 -

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE DEER PARK )  
MUNICIPAL AIRPORT USE AGREEMENT BETWEEN )  
THE CITY OF DEER PARK, SPOKANE COUNTY AND )  
THE SPOKANE COUNTY SHERIFF'S OFFICE )

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and management of county funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 36.28.010, the Spokane County Sheriff is the Chief Law Enforcement Officer and conservator of the peace of Spokane County; and

**WHEREAS**, the Spokane County Sheriff desires to enter Deer Park Municipal Airport property for the purpose of conducting EVOC training operations, parking, and other related activity thereto; and

**WHEREAS**, the City of Deer Park desires to allow the Spokane County Sheriff's Office access to Deer Park Municipal Airport property for the purpose of conducting EVOC training operations, parking, and other related activity thereto.

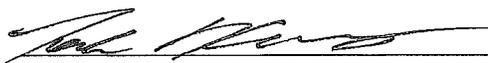
**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, that either the Chairman of the Board, a majority of the Board, the Spokane County Sheriff, or the Spokane County Sheriff's designee is hereby authorized to execute at other than an open meeting, that document titled "Deer Park Municipal Airport Use Agreement" (Agreement), and all documents to implement, as well as any subsequent amendments to, said document, pursuant to which, under certain terms and conditions, the City of Deer Park will allow the Spokane County Sheriff's Office to enter Deer Park Municipal Airport property for the purpose of conducting EVOC training operations, parking, and other related activity thereto on said property, as further described in the Agreement and Exhibit "A" to the Agreement, attached hereto and incorporated herein.

**PASSED AND ADOPTED** this 11th day of February 2020.

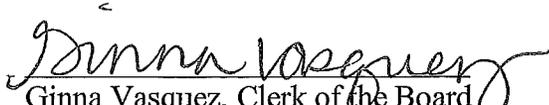


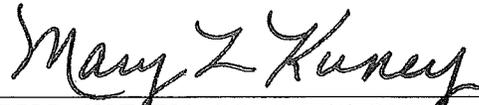
BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
AL FRENCH, CHAIR

  
JOSH KERNS, VICE-CHAIR

ATTEST:

  
Ginna Vasquez, Clerk of the Board

  
MARY L. KUNEV, COMMISSIONER

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

### AGENDA SHEET

**SUBMITTING DEPARTMENT:** Spokane County Sheriff's Office

**CONTACT PERSON:** Esther Larsen

**PHONE NUMBER:** 477-5709

**CHECK TYPE OF MEETING ITEM BELOW:**

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA:   
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:   
BY LEAVE:

SPECIAL SESSION:

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 20-0120  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

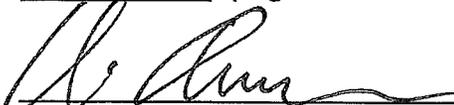
**AGENDA TITLE:** IN THE MATTER OF EXECUTING THE DEER PARK MUNICIPAL AIRPORT USE AGREEMENT BETWEEN THE CITY OF DEER PARK, SPOKANE COUNTY AND THE SPOKANE COUNTY SHERIFF'S OFFICE

**BACKGROUND:** (Attach separate sheet(s) if necessary): On February 26, 2019, the Board of County Commissioners under Resolution 19-0155 authorized an agreement for the use of the Deer Park Municipal Airport by the Spokane County Sheriff's Office for EVOC training operations, parking, and other related activity. The subject agreement provides for the Spokane County Sheriff's Office to use the same premises for the same purposes for one (1) year effective March 1, 2020, and ending February 28, 2021. The day use rental rate has increased by three dollars (\$3.00) from the prior rate of one hundred and seventeen dollars (\$117.00) per day use to one hundred and twenty dollars (\$120.00) per day use. The total amount paid in the prior year was one thousand, seven hundred and fifty-five dollars (\$1,755.00) for fifteen (15) days of use.

**FISCAL IMPACT:** One hundred and twenty dollars (\$120.00) per day use.

**REQUESTED BOARD ACTION:** Approve and execute Deer Park Municipal Airport Use Agreement.

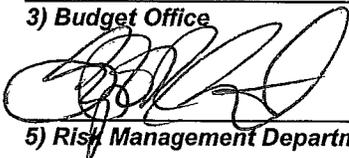
**SIGNATURES:** (Signatures must be completed before submitting to the Clerk of the Board).

  
1) Legal Department

  
2) Auditor's Office

See attached.  
3) Budget Office

  
4) Department Head/Elected-Official or Designated Authority (Requesting Agenda Item)

 2-7-2020  
5) Risk Management Department

This item will need to be codified in the Spokane County Code.

# Deer Park Municipal Airport

## USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and Spokane County, Washington (hereinafter "SHERIFF" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the 1st day of March 2020 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to SHERIFF 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 SHERIFF'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.** SHERIFF 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. SHERIFF 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 March 1, 2020 and terminating February 28, 2021, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, SHERIFF 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 SHERIFF during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL.** SHERIFF shall pay to the City rental as follows:

One Hundred Twenty dollars (\$120.00) 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. SHERIFF shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. SHERIFF shall notify the airport manager of any cancellations. If SHERIFF 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, SHERIFF shall be deemed to be in default of this Use Agreement. See paragraph 12. **DEFAULTS** of the Use Agreement for default terms.

Submit to Clerk of the Board with accompanying paperwork (Resolution, Agreements, etc.)

### AGENDA SHEET

**SUBMITTING DEPARTMENT:** Spokane County Sheriff's Office

**CONTACT PERSON:** Esther Larsen

**PHONE NUMBER:** 477-5709

**CHECK TYPE OF MEETING ITEM BELOW:**

9:30 AM CEO MEETING:

2:00 PM CONSENT AGENDA: X  
BY LEAVE:

5:30 PM LEGISLATIVE SESSION:   
BY LEAVE:

SPECIAL SESSION:

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. 20-0120  
Approved: Majority/Unanimous \_\_\_\_\_  
Denied: Majority/Unanimous \_\_\_\_\_  
Renews/Amends No. \_\_\_\_\_  
Public Works No. \_\_\_\_\_  
Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** IN THE MATTER OF EXECUTING THE DEER PARK MUNICIPAL AIRPORT USE AGREEMENT BETWEEN THE CITY OF DEER PARK, SPOKANE COUNTY AND THE SPOKANE COUNTY SHERIFF'S OFFICE

**BACKGROUND:** (Attach separate sheet(s) if necessary): On February 26, 2019, the Board of County Commissioners under Resolution 19-0155 authorized an agreement for the use of the Deer Park Municipal Airport by the Spokane County Sheriff's Office for EVOC training operations, parking, and other related activity. The subject agreement provides for the Spokane County Sheriff's Office to use the same premises for the same purposes for one (1) year effective March 1, 2020, and ending February 28, 2021. The day use rental rate has increased by three dollars (\$3.00) from the prior rate of one hundred and seventeen dollars (\$117.00) per day use to one hundred and twenty dollars (\$120.00) per day use. The total amount paid in the prior year was one thousand, seven hundred and fifty-five dollars (\$1,755.00) for fifteen (15) days of use.

**FISCAL IMPACT:** One hundred and twenty dollars (\$120.00) per day use.

**REQUESTED BOARD ACTION:** Approve and execute Deer Park Municipal Airport Use Agreement.

**SIGNATURES:** (Signatures must be completed before submitting to the Clerk of the Board).

1) Legal Department

2) Auditor's Office

3) Budget Office

4) Department Head/Elected Official or Designated Authority (Requesting Agenda Item)

5) Risk Management Department

This item will need to be codified in the Spokane County Code.

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

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

SHERIFF expressly represents that all of SHERIFF's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that SHERIFF 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.

7. **SITE SPECIFIC REQUIREMENTS.** SHERIFF shall limit EVOC training activities to SHERIFF, 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.

8. **SAFETY RULES, TIME OF USE.** SHERIFF 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.

9. **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 SHERIFF in, on or about the Premises by SHERIFF, its employees, agents, volunteers and invitees. SHERIFF agrees to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by SHERIFF, 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 SHERIFF, or the SHERIFF's employees, agents, volunteers and invitees while engaging in or arising from the SHERIFF's use of the Airport pursuant to the terms of this Use Agreement. Spokane County is a member of the Washington Counties Risk Pool (WCRP) as provided by RCW 48.62.031. Spokane County and SHERIFF are covered by WCRP's Joint Self-Insurance Policy.

As evidence of the coverage required by this Use Agreement, Spokane County shall furnish an acceptable Certificate of Insurance (COI) or Memorandum of Liability Coverage (MLC) as proof of membership in the Washington Counties Risk Pool to the City within (14) days of approval of this Use

Agreement by Spokane County. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. Spokane County shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from Spokane County or the WCRP to the City.

10. **ASSIGNMENT OR SUBLEASE**. SHERIFF shall not assign, transfer or sublet the Premises.

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

12. **DEFAULTS**. Time is of the essence, and if SHERIFF is in default under this Use Agreement the City may immediately terminate this tenancy after having given SHERIFF 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 SHERIFF 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, SHERIFF shall be fully liable for any and all direct or indirect damages suffered by the City.

13. **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.

14. **WAIVER**. The acceptance of rent by the City after default by SHERIFF shall not be deemed a waiver of such default. No waiver by the City of any default by SHERIFF shall be construed to be a waiver of any subsequent default by SHERIFF.

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

16. **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**. SHERIFF 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, SHERIFF, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, SHERIFF 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. SHERIFF 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 SHERIFF. SHERIFF 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 SHERIFF'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.

**17. 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. SHERIFF 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:

<b>City of Deer Park</b>	<b>Lessee</b>
E 316 Crawford Avenue.	Name: Spokane County Sheriff's Office
PO Box F	Contact: Sgt. Martin Tucker
Deer Park, WA 99006	Address: 1100 West Mallon Avenue
(509) 276-8802	Spokane, WA 99260-0300
	Phone: (509) 477-3206 Cell: (509) 435-8783
	Email: MVTucker@spokanesherriff.org

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: \_\_\_\_\_  
Timothy Verzal, Mayor

By: \_\_\_\_\_  
Deby Cragun, City Clerk/Treasurer

**LESSEE**

By:   
Ozzie D. Khezovich, Spokane County Sheriff

PASSED AND ADOPTED this 11th day of February, 2020.

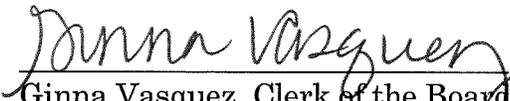


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
AL FRENCH, CHAIR

ATTEST:

  
JOSH KERNS, VICE-CHAIR

  
Ginna Vasquez, Clerk of the Board

  
MARY L. KUNEY, COMMISSIONER

DEER PARK AIRPORT EXHIBIT A MARCH 24, 2010

