

**City of Deer Park
City Council Agenda
February 21, 2024
Meeting Location ~ Deer Park City Hall
316 E. Crawford
7:00 p.m.**

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

To Access the Meeting by Phone Dial 1-669-224-3412 w/Access Code: 805-100-029#

1. Call to Order

Roll Call: Mayor Tim Verzal
Councilmember's: Jason Upchurch, Fred Senn, Heather Newsom,
Billy Costello and Diane Pfaeffle
City Staff: Brad Wainwright, Dan Pratt, Jake Barlass and
Clint Drury
Clerk/Treasurer: Deby Cragun

2. Invocation

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

5. Approval of February 7, 2024 regular council meeting minutes.

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

7. New Business

A. Deer Park Golf Course 2023 Year End Review ~ Craig Schuh
B. Swimming Pool Discussion

8. Resolutions

A. Resolution 2024-003 Agreement Between the City of Deer Park and the WA State Community Aviation Revitalization Board for Aid in Financing the Airport Water Main and Electrical Svc Installation.

9. Ordinances (Second Reading and Public Input)

A. Ordinance 2024-1023 Adding a New Subsection C to Section 18.12.020 and Repealing Section 18.12.030 of the Deer Park Municipal Code.

10. Consent Agenda

A. Approval of Voucher Claim Check Nos. 41791 through 41820 including EFT Debits in the amount of \$106,165.85 for the First Half of February 2024.
B. Deer Park Municipal Airport Use Agreement ~ Liberty Lake Police Dept.

11. Council Questions, Comments, or Reports

12. Report of Departments

13. Executive Session

14. Adjournment

Americans with Disabilities Act (ADA) accommodations provided upon request

**City of Deer Park
City Council Minutes
February 7, 2024
Meeting Location ~ Deer Park City Hall
316 E. Crawford
7:00 p.m.**

To Access the Meeting by Phone Dial 1-669-224-3412 w/Access Code: 805-100-029#
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: Jason Upchurch, Heather Newsom, Billy Costello, and Diane Pfaeffle
Absent:	Fred Senn (Unexcused)
City Staff:	Brad Wainwright, Jake Barlass, and Dan Pratt
Airport Manager:	Darold Schultz
Clerk/Treasurer:	Deby Cragun
Audience:	Six

2. Invocation

A moment of silence was given for former long-term Councilmember Dee Cragun.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

Mayor Verzal requested to add as Item A under New Business Change Order #5 Aeration Lagoon Replacement Project, Halme Construction, Inc. as a late Agenda item following the Deer Park Municipal Code Section 2.04.040 process.

IT WAS MOVED BY UPCHURCH, SECONDED BY NEWSOM; TO APPROVE ADOPTION OF THE PROPOSED LATE AGENDA ITEM TO THE AGENDA; MOTION CARRIED (4-0)

IT WAS MOVED BY UPCHURCH, SECONDED BY NEWSOM MOTION CARRIED (4-0) TO APPROVE THE AGENDA AS AMENDED.

5. Approval of January 3, 2024 regular council meeting minutes.

IT WAS MOVED BY UPCHURCH, SECONDED BY NEWSOM; MOTION CARRIED (4-0) TO APPROVE THE January 3, 2024, REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

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

No Comments

7. New Business

A. Change Order #5 Aeration Lagoon Replacement Project ~ Halme Construction, Inc.

Dan Pratt reviewed Change Order #5 Aeration Lagoon Replacement Project.

IT WAS MOVED BY UPCHURCH SECONDED BY NEWSOM, TO APPROVE CHANGE ORDER #5 AERATION LAGOON REPLACEMENT PROJECT WITH HALME CONSTRUCTION, INC.

Following discussion,

MOTION CARRIED 4-0.

8. Resolutions

- A. Resolution 2024-001 Fee Resolution Update

Mayor Verzal read the heading to Resolution 2024-001.

Darold Schultz, Airport Manager reviewed Resolution 2024-001 Fee Resolution Update.

IT WAS MOVED BY UPCHURCH, SECONDED BY NEWSOM, TO APPROVE RESOLUTION 2024-001 FEE RESOLUTION UPDATE.

Following discussion,

MOTION CARRIED 4-0.

- B. Resolution 2024-002 Ratifying City's Purchase of Real Property 407 E. Crawford

Mayor Verzal read the heading to Resolution 2024-002.

Brad Wainwright reviewed Resolution 2024-002 Ratifying City's Purchase of Real Property.

IT WAS MOVED BY NEWSOM, SECONDED BY COSTELLO, TO APPROVE RESOLUTION 2024-002 RATIFYING CITY'S PURCHASE OF REAL PROPERTY 407 E. CRAWFORD.

Following discussion,

MOTION CARRIED 4-0.

9. Ordinances (First Reading)

- A. Ordinance 2024-1023 Adding a New Subsection C to Section 18.12.020 and Repealing Section 18.12.030 of the Deer Park Municipal Code.

Mayor Verzal read the heading to Ordinance 2024-1023.

Jake Barlass reviewed Ordinance 2024-1023.

Mayor Verzal moved Ordinance 2024-1023, on to the second reading and public input.

10. Consent Agenda

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

IT WAS MOVED BY UPCHURCH, SECONDED BY NEWSOM; MOTION CARRIED (4-0) TO APPROVE THE CONSENT AGENDA as follows:

- A. Approval of Voucher Claim Check Nos. 41704 through 41728 in the amount of \$514,167.48 for the First Half of January 2024.
- B. Approval of Voucher Claim Check Nos. 41729 through 41762 including EFT Debits in the amount of \$469,211.43 for the Open Period 2023.
- C. Approval of Voucher Claim Check Nos. 41763 through 41790 including EFT Debits in the amount of \$32,980.29 for the Second Half of January 2023
- D. Approval of Payroll Check Nos. 15341 through 15371 including PFML, LTC, 941 Taxes and Health Benefits in the amount of \$155,329.07 for the month of January 2024.
- E. Mutual Rescission of Lease Lot #108 Josh Elston
- F. Deer Park Municipal Airport Use Agreement ~ City of Spokane Police Department.
- G. Deer Park Municipal Airport Use Agreement ~ Spokane County
- H. Deer Park Municipal Airport Lease Agreement ~ Cameron Lerum

11. Council Questions, Comments, or Reports

Councilmember Upchurch stated he and Councilmember Costello had been talking about Councilmember e-mails.

Deby Cragun stated she had been working with our IT support team and she will be sending each Councilmember their e-mail address and password in the morning.

Councilmember Costello stated the Deer Park Chamber of Commerce is working with Jeff Clark on a current map of the city. The map should be available soon.

12. Executive Session

No Executive Session.

13. Adjournment

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

Mayor Tim Verzal

Deby Cragun, City Clerk/Treasurer

RESOLUTION NO. 2024-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND THE WASHINGTON STATE COMMUNITY AVIATION REVITALIZATION BOARD FOR AID IN FINANCING THE COST OF PUBLIC FACILITIES CONSISTING OF THE AIRPORT WATER MAIN, AND ELECTRICAL SERVICE INSTALLATION PROJECT AT THE DEER PARK MUNICIPAL AIRPORT.

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

Section 1. The Mayor is hereby authorized and directed to execute on behalf of the City a final contract between the Community Aviation Revitalization Board ("CARB") and the City and to execute all other documents as may be necessary to secure financing for the cost of construction of the Deer Park Municipal Airport sewer system improvements consisting of the sewer main installation project. This authorization and direction is made with the understanding that the terms of the CARB financing contract shall be generally as set forth in Section 2 of this Resolution.

Section 2. The terms of the CARB financing contract shall consist of a CARB loan to the City in the amount of Three Hundred and Seventy Thousand Six Hundred Forty Five Dollars and No/100 (\$370,645.00) with an interest rate of two percent (2%) per annum. Repayment of said CARB loan shall be consistent with the terms provided in the signed Initial Offer of Financial Aid and more particularly as follows:

Term: 20 years maximum, including up to 3 years of deferred principal and interest.

A copy of said Initial Offer of Financial Aid is attached hereto as Exhibit "A" and is incorporated herein by this reference as if set forth in full. The City reserves the right to accelerate payments on principal and eliminate the interest on any accelerated principal

payments. This obligation shall be considered a legal general obligation of the City and the City hereby pledges its full faith and credit to the payment of the CARB loan.

Section 3. The City Clerk/Treasurer shall establish a separate fund to be known as the Community Aviation Revitalization Board (CARB) Fund. Sufficient monies shall be placed in this Fund to meet the loan repayment schedule for the general obligation loan described above in this Resolution. The source of the funds used to repay the loan shall include the funds received from airport hangar rents paid by renters to the City.

Section 4. This Resolution shall be effective immediately upon passage by the City Council.

APPROVED by the City Council at an
Open Public Meeting the ____ day of
_____, 2022.

TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER

EXHIBIT B
Washington State
Community Aviation Revitalization Board

Initial Offer of Financial Aid

City of Deer Park
SWV Number: 916001420 L
Offer Date: December 14, 2023

The Community Aviation Revitalization Board (CARB) is authorized by SB 5031 and SHB 1080, Section 4004, Session Laws of 2021 for direct loans to airport sponsors of public use airports in the State of Washington for the purposes of improvements that primarily support general aviation activities. This Initial Offer of Financial aid is contingent upon the availability of CARB funds. CARB hereby offers to make funds available to the **City of Deer Park**, hereafter referred to as the "Recipient," to aid in financing the cost of, or improvements to, airport facilities consisting of the **Airport Utilities Installation Project** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- General Obligation loan of \$370,645
- Interest rate: 2.0 percent (%) per annum on the outstanding principal balance
- Term: 20 years maximum, including up to 3 years of deferred principal and interest

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CARB prior to disbursement of funds. No project costs incurred prior to this offer date will be reimbursed by CARB. In the event a final contract is not executed, no CARB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CARB by **January 15, 2024**.

ACCEPTANCE

FOR CARB

Ann B. Richart
Director, WSDOT – Aviation
Board Member, CARB

Date: _____

FOR THE RECIPIENT

Timothy Uerzal

Signature*

Name: *Timothy Uerzal*

Title: *Mayor*

Date: *2-13-2024*

* Authorized to accept offer on behalf of RECIPIENT

ORDINANCE NO. 2024-1023

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON ADDING A NEW SUBSECTION C TO SECTION 18.12.020 AND REPEALING SECTION 18.12.030 OF THE DEER PARK MUNICIPAL CODE; REVISING EXISTING CITY CODE PROVISIONS TO COMPLY WITH STATE LAW; AND SETTING AN EFFECTIVE DATE.

WHEREAS, provisions within Deer Park Municipal Code 18.12.020 and 18.12.030 have been reviewed by City staff for compliance with existing State laws and City staff recommend the revisions set forth in this Ordinance to eliminate the involvement of the planning commission in the building permit review and issuance process in accordance with the requirements of existing state laws; and

WHEREAS, the City Council has reviewed the recommendation of City staff and determined that adoption of this Ordinance is in the best interest of the health, safety and welfare of the citizens of the City and will conform existing City Ordinances and code provisions to State law; NOW THEREFORE

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

Section 1. A new subsection C is added to Section 18.12.020 of the Deer Park Municipal Code to read as follows:

Section 18.12.020 Obtaining and Filing an Application.

...

C. In accordance with all requirements and procedures of DPMC Title 19, any building permit issued under the provisions of this Chapter shall be processed as a Type I (ministerial) or Type II (administrative) application, depending upon whether or not the application is subject to SEPA evaluation.

Section 2. Section 18.12.030 of the Deer Park Municipal Code is hereby repealed.

Section 3. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

Approved by the City Council of the City of Deer Park, Washington, at an Open Public Meeting the _____ day of _____, 2024.

MAYOR TIMOTHY VERZAL

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	<u>01/31/2024</u>
FIRST READING	:	<u>02/07/2024</u>
SECOND READING	:	_____
THIRD AND FINAL READING	:	_____
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	<u>2024-1023</u>

SUMMARY OF ORDINANCE NO. 2024-1023

of the City of Deer Park, Washington

On the ____ day of _____ 2024, the City Council of the City of Deer Park, Washington, passed Ordinance No. 2024-1023. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON ADDING A NEW SUBSECTION C TO SECTION 18.12.020 AND REPEALING SECTION 18.12.030 OF THE DEER PARK MUNICIPAL CODE; REVISING EXISTING CITY CODE PROVISIONS TO COMPLY WITH STATE LAW; AND SETTING AN EFFECTIVE DATE.

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

DATED this ____ day of _____, 2024.

CITY CLERK/TREASURER, DEBY CRAGUN

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 **41791 through 41820 including EFT Debits in the amount of \$106,165.85.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims **41791 through 41820 including EFT Debits in the amount of \$106,165.85 this 21st day of February 2024.**

Vouchers 1st Half February 2024

Fiscal : 2024

Period : 2024 - February

Voucher	Vendor Name	Account Description	Amount
41791	American Linen	Central Services Supplies	\$193.66
		Professional Services	\$124.68
		Check Total:	\$318.34
41792	American Water Works Association	Dues/memberships	\$412.00
41793	Anatek Labs	Water Testing - Anatek	\$240.00
41794	Autozone	Supplies	\$11.65
41795	Avista Utilities	Avista Lower Lvl City Hall	\$23.51
		Utilities	\$32,864.92
		Check Total:	\$32,888.43
41796	Bi-Mart Corporation	Supplies	\$71.29
41797	Carpenter Drilling LLC	N. Dalton Well	\$8,156.53
41798	Centurylink	Communications	\$1,724.06
41799	Centurylink	Communications	\$2,017.86
41800	City of Deer Park	Full Service Fuel Surcharge	\$166.55
		Utilities	\$1,467.02
		Check Total:	\$1,633.57
41801	City Service Valcon, LLC	Fuel	\$4,449.75
41802	Deer Park Chamber of Commerce	Visitor Information & Tourism Promotion	\$500.00
41803	Deer Park Printing LLC	Supplies	\$1,071.38
41804	Department of Health	State Health Permit	\$3,108.90
41805	Department of Ecology	Lagoon Liner 1400003 Interest	\$3,632.77
		Lagoon Liner 1400003 Principle	\$17,995.71
		Check Total:	\$21,628.48
41806	Dog Waste Depot	Supplies	\$475.54
41807	Edmo Distributors, Inc.	Supplies	\$146.91
41808	H2O Well Service inc	R & M Structures	\$967.50
41809	Ideal Mfg., Inc.	Supplies	\$95.15
41810	Inland Feed and Farm Supply	Fuel	\$21.06
		Vehicle Fuel	\$237.42
		Check Total:	\$258.48
41811	Inland Power And Light	Utilities	\$1,948.04
41812	Lakeside Equipment Corporation	Supplies	\$1,160.00
41813	Napa Auto Parts	Supplies	\$1,319.77
41814	Ricoh USA, Inc	Ricoh Copier Lease	\$198.02
41815	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$166.55

41816	Spokane County District Court	Professional Services	\$631.68
41817	Spokesman-Review	Ads And Legals	\$278.23
		Advertising	\$100.12
		Check Total:	\$378.35
41818	Vision Municipal Solutions LLC	Communications	\$447.37
		Computer Maintenance/Cyber	\$6,379.60
		Check Total:	\$6,826.97
41819	Washington Trust Bank	Communications	\$251.14
		Dues/memberships	\$644.55
		Professional Services	\$64.85
		Repair & Maintenance	\$252.64
		Spray/fertilizer	\$77.25
		Spraying Supplies	\$231.75
		Supplies	\$1,143.61
		Travel/training	\$549.96
		Check Total:	\$3,215.75
41820	Waste Management	Utilities	\$366.96
EFT Debit	State of Washington	Excise Tax Remit	\$4,417.62
Combined Excise Tax Jan 2024			
		Excise Tax Remittance	\$3,131.34
		Fuel Sales Tax	\$1,325.90
		Sales Tax Remit	\$903.08
		Check Total:	\$9,777.94
		Grand Total	\$106,165.85
Total Accounts Payable for Checks #41791 Through #EFT Debit Combined Excise Tax Jan 2024			

Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and LIBERTY LAKE POLICE DEPT., Washington (hereinafter "LIBERTY LAKE POLICE DEPT." or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2024 agree as follows:

1. PREMISES.

A. Premises. The City shall allow access to LIBERTY LAKE POLICE DEPT. 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 LIBERTY LAKE POLICE DEPT.'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. LIBERTY LAKE POLICE DEPT. 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. LIBERTY LAKE POLICE DEPT. agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. TERM. The term of this Use Agreement is for one (1) year beginning on April 1, 2024 and terminating March 31, 2025, subject to the provisions of paragraph 12. TERMINATION-HOLDING OVER of the Use Agreement. Upon termination of this Use Agreement, LIBERTY LAKE POLICE DEPT. 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 LIBERTY LAKE POLICE DEPT. during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. RENTAL. LIBERTY LAKE POLICE DEPT. shall pay to the City rental as follows:

One Hundred Fifty dollars (\$150.00) 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. LIBERTY LAKE POLICE DEPT. shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. LIBERTY LAKE POLICE DEPT. shall notify the airport manager of any cancellations. If LIBERTY LAKE POLICE DEPT. 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, LIBERTY LAKE POLICE DEPT. shall be deemed to be in default of this Use Agreement. See paragraph 13. **DEFAULTS** of the Use Agreement for default terms.

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

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

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

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

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

10. **INDEMNIFICATION, LIABILITY INSURANCE.** The City and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including , but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the LIBERTY LAKE POLICE DEPT. in, on or about the Premises by LIBERTY LAKE POLICE DEPT., its employees, agents, volunteers and invitees. LIBERTY LAKE POLICE DEPT. and LIBERTY LAKE POLICE DEPT. agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by LIBERTY LAKE POLICE DEPT., 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 LIBERTY LAKE POLICE DEPT., or the LIBERTY LAKE POLICE DEPT.'s employees, agents, volunteers and invitees while engaging in or arising from the LIBERTY LAKE POLICE DEPT.'S use of the Airport pursuant to the terms of this Use

Agreement. In addition, LIBERTY LAKE POLICE DEPT. shall maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence. The City shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled without first having given the City thirty (30) days advance written notice of an intended cancellation. LIBERTY LAKE POLICE DEPT. shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** LIBERTY LAKE POLICE DEPT. shall not assign, transfer or sublet the Premises.

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

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

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

15. **WAIVER.** The acceptance of rent by the City after default by LIBERTY LAKE POLICE DEPT. shall not be deemed a waiver of such default. No waiver by the City of any default by LIBERTY LAKE POLICE DEPT. shall be construed to be a waiver of any subsequent default by LIBERTY LAKE POLICE DEPT..

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

17. **MISCELLANEOUS.**

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

B. **Rules and Regulations.** LIBERTY LAKE POLICE DEPT. 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, LIBERTY LAKE POLICE DEPT., invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, LIBERTY LAKE POLICE DEPT. 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. LIBERTY LAKE POLICE DEPT. 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 LIBERTY LAKE POLICE DEPT.. LIBERTY LAKE POLICE DEPT. 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 LIBERTY LAKE POLICE DEPT.'s use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

18. NOTICES

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

City of Deer Park	Lessee
E 316 Crawford Ave.	City of Liberty Lake
PO Box F	Deputy Chief Morgan
Deer Park WA 99006	23127 E. Mission Ave.
(509)276-8802	Liberty Lake, WA. 99019
	509-919-0451
	dmorgan@libertylake.wapd.gov

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:  _____

Printed Name: DARIN MORGAN