

**City of Deer Park
City Council Agenda
April 05, 2017
7:00 p.m.**

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

- 1. Call to Order**
Roll Call: Mayor Robert Whisman
Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,
Don Stevens and Joe Polowski
Clerk/Treasurer: Deby Cragun
- 2. Invocation**
- 3. Pledge of Allegiance & Welcome**
- 4. Approval of Agenda**
- 5. Approval of March 15, 2017 regular council meeting minutes**
- 6. Public Hearing**
 - A. Comprehensive Plan Periodic Update
- 7. New Business**
 - A. Spokane County Sheriff's Department Presentation ~ Captain Dave
- 8. Resolutions**
 - A. Resolution 2017-004 WSDOT Aviation Division Guaranteeing Grant Match Money Availability.
- 9. Ordinances (Second Reading and Public Input)**
 - A. Ordinance 2017-968 Amending the 2017 Annual Budget
- 10. Consent Agenda**
 - A. Approval of Voucher Claim Check Nos. 35639 through 35676 including EFT Debits in the amount of \$228,956.85 for the Second Half of March 2017.
 - B. Approval of Payroll Check Nos. 12511 through 12539 including 941 Taxes in the amount of \$96,447.11 for the month of March 2017.
 - C. Deer Park Municipal Airport Use Agreement ~ WSU Police Department
 - D. Extension and Amendment # 2 Wastewater Farming Agreement ~ Loren Lentz
 - E. Deer Park Municipal Airport Use Agreement ~ NW Mini Cooper/Inland Empire BMW Clubs.
- 11. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 12. Report of Officers**
- 13. Executive Session**
- 14. Adjournment**

**City of Deer Park
City Council Minutes
March 15, 2017**

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

ROLL CALL

Mayor Whisman called roll and the following were:

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

Absent: Councilmember Tim Verzal, Excused Absent
(Cragun/Polowski)

Staff: Roger Krieger

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

Clerk/Treasurer: Deby Cragun

Audience: 7

2. Invocation

Phil Hines from the Tri-County Christian Center gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (4-0) TO APPROVE THE AGENDA AS PRESENTED.

5. Approval of March 01, 2017 regular council meeting minutes.

IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (4-0) TO APPROVE THE MARCH 01, 2017 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

- A. Amendment No. 1 to Deer Park Municipal Airport Management Agreement ~ Schultz's Aviation, LLC.

Darold Schultz reviewed Amendment No. 1.

Following discussion,

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

APPROVE AMENDMENT NO. 1 TO DEER PARK MUNICIPAL AIRPORT MANAGEMENT AGREEMENT ~ SCHULTZ'S AVIATION, LLC.

MOTION CARRIED 4-0.

- B. Acceptance of Work Snow Removal Equipment Procurement Project ~ PacWest Machinery, Inc.

Darold Schultz reviewed the Notice of Acceptance of Work ~ Snow Removal Equipment.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY BABB TO:

APPROVE THE NOTICE OF ACCEPTANCE OF WORK SNOW REMOVAL EQUIPMENT PROCUREMENT PROJECT ~ PACWEST MACHINERY, INC.

MOTION CARRIED 4-0.

C. Request for Alley Right of Way Vacation.

Roger Krieger reviewed the Street Vacation process.

Following discussion,

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

CONSIDER REQUEST FOR ALLEY RIGHT OF WAY VACATION FROM A. EMBLER, J. HIGHLAND AND M. JAMES

MOTION CARRIED 4-0.

D. Task Order 2017-01 Hope Meadows Phase III Construction Observation Services ~ J-U-B Engineers, Inc.

Roger Krieger reviewed Task Order 2017-01 Hope Meadows Phase III Construction Observation Services.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE TASK ORDER 2017-01 HOPE MEADOWS PHASE III CONSTRUCTION OBSERVATION SERVICES ~ J-U-B ENGINEERS, INC.

MOTION CARRIED 4-0.

7. Resolutions

There were no Resolutions

8. Ordinances

A. Ordinance 2017-968 Amending the 2017 Annual Budget **(First Reading)**

Mayor Whisman read the heading to Ordinance 2017-968 indicating it is the first reading.

Mayor Whisman moved Ordinance 2017-968 on to the second reading and public input.

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 POLOWSKI; MOTION CARRIED (4-0) TO APPROVE THE CONSENT AGENDA.

- A. Approval of Voucher Claim Check Nos. 35600 through 35638 including EFT Debits in the amount of \$441,024.67 for the First Half of March 2017.
- B. Deer Park Municipal Airport Use Agreement ~ Spokane County Sheriff.

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

Gary Ashby spoke to the Council and Mayor regarding WSDOT's 395 Roundabout Plans.

11. Report of Departments

Roger Krieger stated he has been keeping an eye on the rising water down by McDonalds. He stated that our Airport Manager Darold Schultz was able to fly over the area and take some aerial photographs. He is hoping the photographs will be able to Pin point the flooding issues.

Brian Ramsden stated he and his crew have been busy patching pot holes and street sweeping.

Darold Schultz stated Hanger construction has slowed due to weather conditions. He stated the Border Patrol has submitted two plans to build Airplane Hangers.

Deby Cragun stated she has started the 2016 Annual Report. She spoke to the Mayor and Council about their PDC filings that are due by April 15, 2017. She also gave an update on the new video and audio projects for the Council room.

12. Report of Officers

Councilmember Stevens updated the Council on the SWAC meeting he attended earlier in the day. He also stated there are two openings on the SWAC Committee if any of the Council members are interested.

Mayor Whisman stated he spoke to the Sheriff's Department this afternoon and they will have a representative at the next Council meeting to discuss law enforcement concerns.

13. Executive Session

There was no executive session.

14. Adjournment

There being no further business before the Council, Mayor Whisman adjourned the meeting at 8:15 P.M.

Mayor Robert Whisman

Deby Cragun, City Clerk/Treasurer

CITY OF DEER PARK

RESOLUTION 2017-004

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF DEER PARK,
COUNTY OF SPOKANE, WASHINGTON, TO THE WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION AVIATION DIVISION
GUARANTEEING GRANT MATCH MONEY AVAILABILITY**

WHEREAS, The City of Deer Park has submitted an Airport Aid Application to the Washington State Department of Transportation-Aviation Division (WSDOT-AD) for partial funding of the construction of a 680x35 foot taxi lane and approximately 9250 square yard apron, and

WHEREAS, the total project funding is to be comprised of \$ 750,000.00 from the Federal Aviation Administration, \$ 37,545.00 from the WSDOT-AD and a mandatory local match amount of \$ \$ 45,788.00 from the Deer Park Municipal Airport Grant Fund #416.

NOW THEREFORE, be it resolved that the City Council of the City of Deer Park, Washington, supports this project and allocates \$ 45,788.00 in the 2017 budget to fulfill the local match contribution requirement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK
WASHINGTON THIS ____ DAY OF _____, 2017

APPROVED:

ATTEST:

Robert Whisman, Mayor

Deby Cragun, Clerk/Treasurer

ORDINANCE NO. 2017-968

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, AMENDING THE 2017 ANNUAL BUDGET, AS ADOPTED IN ORDINANCE 2016-967. THIS AMENDMENT IS TO THE AIRPORT GRANT FUND

WHEREAS, certain changes needed to be made to the 2017 budget and are deemed to be in the best interest of the citizens of the City of Deer Park, and

WHEREAS, it is necessary to reflect these changes in the budget for the funds identified in section 1 of this ordinance due to under expended Grant Funds from 2016.

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

Section 1. The appropriations in the annual city budget for the year 2017 as set forth in Ordinance 2016-967 are amended as follows:

	<u>Original</u> <u>Appropriations</u>	<u>Amended</u> <u>Appropriations</u>
<u>416~AIRPORT GRANT FUND</u>	\$0.00	\$325,000.00

Section 2. 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 a regular meeting thereof this 15TH day of March, 2017.

APPROVED:

MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:

DEBY CRAGUN CITY CLERK/TREASURER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK:	<u>March 07, 2017</u>
PASSED BY THE CITY COUNCIL:	_____
PUBLISHED:	_____
EFFECTIVE DATE:	_____
ORDINANCE NO.	<u>2017-968</u>

SUMMARY OF ORDINANCE NO. 2017-968

of the City of Deer Park, Washington

On the ____ day of _____, 2017, the City Council of the City of Deer Park, Washington, passed Ordinance No. 2017-968. A summary of the content of said Ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, AMENDING THE 2017 ANNUAL BUDGET, AS ADOPTED IN ORDINANCE 2016-967. THIS AMENDMENT IS TO THE AIRPORT GRANT FUND.

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

DATED this _____ day of _____, 2017.

DEBY CRAGUN CITY CLERK/TREASURER

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 **35639 through 35676 including EFT Debits in the amount of \$228,956.85.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered **35639 through 35676 including EFT Debits in the amount of \$228,956.85 this 5th day of April 2017.**

Vouchers Last Half March 2017

Number	Vendor Name	Account Description	Amount
35639	Edensaw Woods, LTD	Void Check	\$8,161.55
35640	Edensaw Woods, LTD	Skate Park Repair Sheeting	\$7,756.18
35641	AALL RITE Services	Annual Backflow Testing	\$120.00
35642	Allied Fire And Security	Senior Center Rekey	\$317.81
35643	American Linen	Fresheners	\$138.14
		Mat Changes	\$402.34
		Check Total:	\$540.48
35644	Anatek Labs	Water Testing	\$80.00
35645	C & B Upholstery, Inc	City Vehicle Seat Repair	\$298.92
35646	Canon Financial Services, INC	Airport Copier Contract	\$56.97
35647	Centurylink	Long Distance Charges, March	\$50.09
35648	City Service Valcon, LLC	Terminal Maint Fee	\$16.00
		Resale Fuel	\$19,942.23
		Check Total:	\$19,958.23
35649	Controlfreak, Inc	R & M Scada System	\$1,751.22
		Scada Support	\$1,275.58
		Check Total:	\$3,026.80
35650	Deer Park Air Center	Vac Truck Storage Rental Fee	\$275.00
35651	Department of Retirement System	Oasi 2016	\$25.00
35652	Environmental Resource Associates	Wastewater Testing	\$451.46
35653	Fastenal	Supplies	\$34.73
35654	Ferguson Waterworks	Items Purchased For Resale	\$2,893.04
35655	H & H Business Systems	Graphics Equipment	\$41.12
35656	H.D. Fowler Company	Water Line Supplies	\$342.58
35657	Horizon	Supplies	\$58.26
35658	Inland Asphalt Company	Pavement Restoration Retainage Release	\$16,583.41
35659	Jub Engineers, Inc.	Crawford/Colville Design	\$5,414.61
		FAA AIP #22 SRE	\$4,211.15
		FAA AIP #23 - Pavement	\$9,890.40
		N. Dalton Well	\$1,846.09
		Prof Svc/gma Comp Plan	\$986.06
		Professional Services	\$4,074.78
		W. Crawford Preservation Design	\$7,994.82
		WW Comprehensive Plan Update	\$6,111.96
		WW Storage Lagoon Liner Replacement	\$2,108.93
		Check Total:	\$42,638.80

35660	MailFinance	Folder/inserter Lease Pymt	\$330.58
		Folder/inserter	\$536.14
		Check Total:	\$866.72
35661	National Barricade	Supplies	\$103.70
35662	Ogden/Murphy/Wallace PLLC	Crawford/Colville Design	\$7,051.70
		Legal Services Rendered	\$5,629.33
		Professional Services	\$951.63
		Check Total:	\$13,632.66
35663	Pat's Plumbing & Irrigation Supply	Supplies	\$9.91
35664	Reliance Janitorial	City Hall Janitorial Services March 2017	\$490.00
35665	Ricoh USA, Inc	City Hall Copier Contract Pymt	\$180.07
		Ricoh Copy Machine Principle	\$208.62
		Check Total:	\$388.69
35666	Schultz's Aviation, LLC	Management Contract March 2017	\$8,629.17
35667	Solid Waste Systems, Inc	Sweeper Brooms	\$903.40
35668	Special Asphalt Products	Road Pot Hole Patch	\$880.47
35669	Spokane County Treasurer	Spokane CO Jail Services	\$3,335.14
35670	Spokane County Treasurer	1st qtr 2017 Liquor Profits/Taxes	\$259.05
35671	Spokane County Treasurer/Engineering & Roads	2016 Road Striping Settle & Adjust	\$641.97
35672	Spokane County Treasurer/SCRAPS	Scraps Animal Control March 2017	\$849.36
35673	Spokane County Treasurer's Office	Spok CO Law Enforc Contract March 2017	\$38,539.00
35674	Sunbelt Rentals, Inc	Locate Paint	\$91.48
35675	Wainwright, Brad	CDL Endorsement Reimbursement	\$102.00
35676	Western Equipment Dist	Golf Course Radio, Fcc License, Irrig Update	\$62,750.79
935639	Edensaw Woods, LTD	Credit For Void Check	(\$8,161.55)
EFT DEBIT ACCT. ANALYSIS CHGE 2/2017	Washington Trust Bank	Professional Services	\$136.46
EFT DEBIT POSTAGE REFILL 3/2017	United States Postal Svc	Communications	\$798.00

Grand Total

\$228,956.85

Total Accounts Payable for Checks #35639 Through #35676 & EFT DEBIT POSTAGE REFILL 3/2017

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 12511 through 12539 including 941 Taxes in the amount of \$96,447.11.

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12511 through 12539 including 941 Taxes in the amount of \$96,447.11 this 5th day of April 2017.

Deer Park Municipal Airport USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and WASHINGTON STATE UNIVERSITY POLICE DEPARTMENT, Washington (hereinafter "WSU POLICE DEPARTMENT" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2017 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to WSU POLICE DEPARTMENT the following premises (the "Premises"):

Portion of abandoned taxiway and runway at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated March 24, 2010, and its terms incorporated herein by this reference.

The City reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for WSU POLICE DEPARTMENT's intended purpose as a EVOC Training area.

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

C. **Rules and Regulations.** WSU POLICE DEPARTMENT shall comply with all reasonable rules and regulations regarding the use and care of the Premises and City's DEER PARK MUNICIPAL AIRPORT as adopted or amended from time to time. WSU POLICE DEPARTMENT agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. **TERM.** The term of this Use Agreement is for one (1) year beginning on April 1, 2017 and terminating March 31, 2018, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, WSU POLICE DEPARTMENT shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by WSU POLICE DEPARTMENT during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL.** WSU POLICE DEPARTMENT shall pay to the City rental as follows:

One Hundred Seventeen dollars (\$117.00) per day use.

Rent shall be due and payable within thirty (30) days of receipt of invoice from the City of Deer Park. Unless other arrangements have been agreed upon, the City shall invoice the County at the end of a season of use. WSU POLICE DEPARTMENT shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. WSU POLICE DEPARTMENT shall notify the airport manager of any cancellations. If WSU POLICE DEPARTMENT does not pay the rent by the due date, the City may add a late charge of up to ten percent (10%) of the rent for each month rent is

delinquent. If rent is not paid, WSU POLICE DEPARTMENT shall be deemed to be in default of this Use Agreement. See paragraph 13. **DEFAULTS** of the Use Agreement for default terms.

4. **MAINTENANCE AND REPAIR.** WSU POLICE DEPARTMENT has viewed the Premises, and accepts them in their present "AS-IS" condition, with all faults and defects. The City makes no representations about the condition or fitness for purpose of the Premises.

5. **ALTERATIONS AND IMPROVEMENTS.** WSU POLICE DEPARTMENT shall make no alterations or improvements to the Premises without first having obtained the written consent of the City. Upon termination, the City has the option to require WSU POLICE DEPARTMENT to remove such improvements at WSU POLICE DEPARTMENT's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

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

8. **SITE SPECIFIC REQUIREMENTS.** WSU POLICE DEPARTMENT shall limit EVOC training activities to WSU POLICE DEPARTMENT, its officials, employees, and registered volunteers ("Participants and Visitors"). All Participants and Visitors shall remain clear of active runways and taxiways. No Participant or Visitor shall cross any active runway to access the training site. Access shall be via Missile Site Road only. Participants and Visitors shall not consume or expose themselves to water from the irrigation sprinklers. This water is treated municipal waste water. Sprinklers shall not be tampered with or disabled.

9. **SAFETY RULES, TIME OF USE.** WSU POLICE DEPARTMENT shall be solely responsible for 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 WSU POLICE DEPARTMENT in, on or about the Premises by WSU POLICE DEPARTMENT, its Participants and Visitors. WSU POLICE DEPARTMENT and WSU POLICE DEPARTMENT agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by WSU POLICE DEPARTMENT, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of the WSU POLICE DEPARTMENT, or its Participants and Visitors while engaging in or arising from the WSU POLICE DEPARTMENT'S use of the Airport pursuant to the terms of this Use Agreement, to the extent of the coverage afforded by the Revised

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

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

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

The City reserves the right to terminate said Use Agreement upon ten (10) days written notice to the WSU POLICE DEPARTMENT without cause.

13. **DEFAULTS.** Time is of the essence, and if WSU POLICE DEPARTMENT is in default under this Use Agreement the City may immediately terminate this tenancy after having given WSU POLICE DEPARTMENT three (3) days notice in writing in the event of nonpayment of rent, or ten (10) days notice in writing for other defaults and giving WSU POLICE DEPARTMENT an opportunity to cure such defaults. If not so cured within the specified time, then the City may immediately terminate this tenancy and repossess the Premises and store any personal property found thereon, and later sell such property to reimburse the City for part of its damages. In the event of such default, WSU POLICE DEPARTMENT shall be fully liable for any and all direct or indirect damages suffered by the City.

14. **ATTORNEY'S FEES.** Should a dispute arise between the parties hereto as to the effect of any provision hereof and refer said dispute to an attorney, each side shall bear its own attorney's fees and costs of court, including such fees and costs on any appeal.

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

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

17. **MISCELLANEOUS.**

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

B. Rules and Regulations. WSU POLICE DEPARTMENT agrees to comply with all applicable rules, regulations and covenants of the City pertaining to the Premises for the general safety and convenience of the City, WSU POLICE DEPARTMENT, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, WSU POLICE DEPARTMENT signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the City's property or adjoining property.

C. Environmental and Premises Cleanup Costs. WSU POLICE DEPARTMENT shall be fully and completely liable to the City for any and all cleanup costs and any and all other charges, fees and penalties imposed by any governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or City facilities by WSU POLICE DEPARTMENT. Subject to Section 10 of this Agreement, WSU POLICE DEPARTMENT shall indemnify, defend and save the City harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the City, as well as the City's attorneys' and engineers' fees and costs, as a result of WSU POLICE DEPARTMENT's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

18. NOTICES

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

City of Deer Park	Lessee
E 316 Crawford Ave.	WSU Police Department
PO Box F	Jeff Olmstead
Deer Park WA 99006	P.O. Box 647300
(509)276-8802	Pullman, WA. 99164-7300
	(509) 335-4403
	jolmstead@wsu.edu

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

The parties hereto have executed this Use Agreement as of the day and year first above written.

CITY OF DEER PARK

ATTEST:

By: _____
Robert Whisman, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee: Approved By:

Lessee: Recommended By:

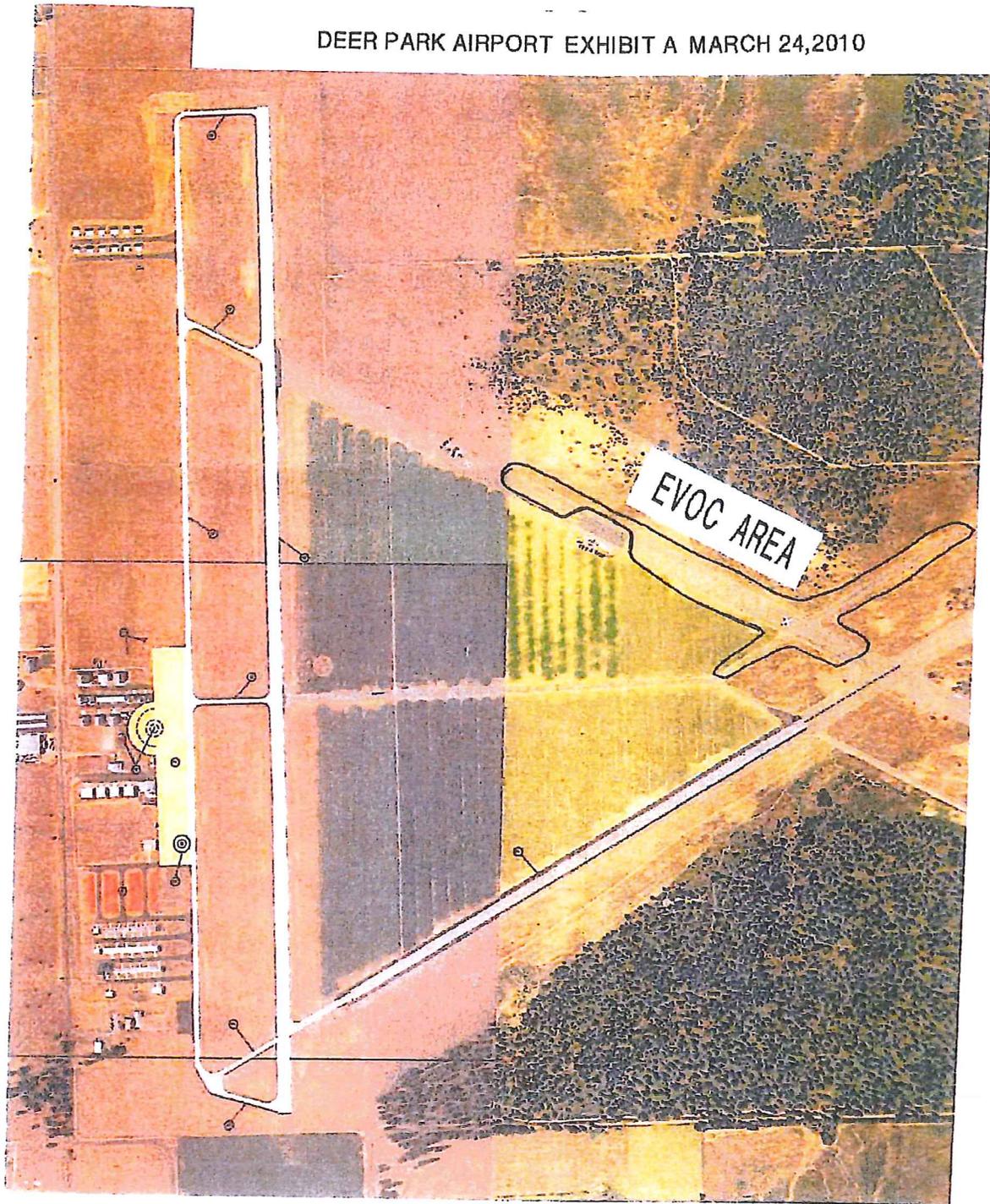
By:  _____

By:  _____

Amanda N. Owen
Contracts Manager
Washington State University

Printed Name: BILL GARDNER

DEER PARK AIRPORT EXHIBIT A MARCH 24, 2010



**EXTENSION AND AMENDMENT NO.2
OF CITY OF DEER PARK
WASTEWATER FARMING AGREEMENT
WITH LOREN LENTZ**

Whereas, for several years Loren Lentz, (hereinafter referred to as "Farmer") has conducted farming operations on property owned by the City of Deer Park, Washington (hereinafter referred to as "Owner") at the Deer Park Municipal Airport in the area more particularly described below herein; and

Whereas, the Farmer presently is farming pursuant to the "CITY OF DEER PARK WASTEWATER FARMING AGREEMENT" effective of June 5, 2007 between Owner and Farmer as amended and extended by the "EXTENSION AND AMENDMENT OF CITY OF DEER PARK WASTEWATER FARMING AGREEMENT" which extended the Agreement from June 5, 2012 through September 30, 2017 (collectively together hereinafter referred to as the "ORIGINAL EXTENDED AND AMENDED AGREEMENT"); and

Whereas, the Owner and Farmer now desire to further extend the ORIGINAL EXTENDED AND AMENDED AGREEMENT as set forth below herein, now therefore, Owner and Farmer agree as follows:

1. The Recitals set forth above herein are made a part of this EXTENSION AND AMENDMENT NO. 2 as if set forth in full herein.

2. The Term of the ORIGINAL EXTENDED AND AMENDED AGREEMENT is hereby extended for one additional five year term commencing October 1, 2017 and ending September 31, 2022, unless otherwise terminated or cancelled pursuant to the terms of the ORIGINAL EXTENDED AND AMENDED AGREEMENT.

3. The Premises to which this EXTENSION AND AMENDMENT NO. 2 and the ORIGINAL EXTENDED AND AMENDED AGREEMENT apply is the Deer Park Municipal Airport land describes as follows:

The west 1250 feet of the Northwest quarter of Section 6, Township 28, Range 43, and Section 31, Township 29 North, Range 43 East W.M., EXCLUDING the West 1,780 feet, Spokane County, Washington.

[The remainder of this page left blank intentionally]

Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and North West Mini Cooper Club/Inland Empire BMW Club, Washington (hereinafter "North West Mini Cooper Club" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2017 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to North West Mini Cooper Club Inland Empire BMW Club 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 North West Mini Cooper Club Inland Empire BMW Club's intended purpose as a EVOC Training area.

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

C. **Rules and Regulations.** North West Mini Cooper Club Inland Empire BMW Club 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. North West Mini Cooper Club/Inland Empire BMW Club 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, 2017 and terminating March 31, 2018, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, North West Mini Cooper Club Inland Empire BMW Club 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 North West Mini Cooper Club/Inland Empire BMW Club during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL.** North West Mini Cooper Club/Inland Empire BMW Club shall pay to the City rental as follows:

One Hundred fifteen dollars (\$117.00) per day use, plus \$5.00 per registered driver.

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. North West Mini Cooper Club/Inland Empire BMW Club shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. North West Mini Cooper Club/Inland Empire BMW Club shall notify the airport manager of any cancellations. If North West Mini

Cooper Club/Inland Empire BMW Club 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, North West Mini Cooper Club/Inland Empire BMW Club 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.** North West Mini Cooper Club/Inland Empire BMW Club 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.** North West Mini Cooper Club/Inland Empire BMW Club 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 North West Mini Cooper Club/Inland Empire BMW Club to remove such improvements at North West Mini Cooper Club/Inland Empire BMW Club's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

North West Mini Cooper Club/Inland Empire BMW Club expressly represents that all of North West Mini Cooper Club/Inland Empire BMW Club's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that North West Mini Cooper Club/Inland Empire BMW Club 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.** North West Mini Cooper Club/Inland Empire BMW Club shall limit Autocross activities to North West Mini Cooper Club/Inland Empire BMW Club, 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.** North West Mini Cooper Club/Inland Empire BMW Club 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 North West Mini Cooper Club in, on or about the Premises by North West Mini Cooper Club/Inland Empire BMW Club, its employees, agents, volunteers and invitees. North West Mini Cooper Club/Inland Empire BMW Club and North West Mini Cooper Club/Inland Empire BMW Club agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability,

claims and actions brought by North West Mini Cooper Club/Inland Empire BMW Club, 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 North West Mini Cooper Club/Inland Empire BMW Club, or the North West Mini Cooper Club/Inland Empire BMW Club's employees, agents, volunteers and invitees while engaging in or arising from the North West Mini Cooper Club's use of the Airport pursuant to the terms of this Use Agreement. In addition, North West Mini Cooper Club/Inland Empire BMW Club 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. North West Mini Cooper Club/Inland Empire BMW Club shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** North West Mini Cooper Club/Inland Empire BMW Club shall not assign, transfer or sublet the Premises.

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

13. **DEFAULTS.** Time is of the essence, and if North West Mini Cooper Club/Inland Empire BMW Club is in default under this Use Agreement the City may immediately terminate this tenancy after having given North West Mini Cooper Club/Inland Empire BMW Club 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 North West Mini Cooper Club/Inland Empire BMW Club 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, North West Mini Cooper Club/Inland Empire BMW Club 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 North West Mini Cooper Club/Inland Empire BMW Club shall not be deemed a waiver of such default. No waiver by the City of any default by North West Mini Cooper Club/Inland Empire BMW Club shall be construed to be a waiver of any subsequent default by North West Mini Cooper Club/Inland Empire BMW Club.

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. North West Mini Cooper Club/Inland Empire BMW Club 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, North West Mini Cooper Club/Inland Empire BMW Club, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, North West Mini Cooper Club/Inland Empire BMW Club 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. North West Mini Cooper Club/Inland Empire BMW Club 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 North West Mini Cooper Club/Inland Empire BMW Club. North West Mini Cooper Club/Inland Empire BMW Club 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 North West Mini Cooper Club/Inland Empire BMW Club'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. North West Mini Cooper Club/Inland Empire BMW Club 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.	Chris Brown
PO Box F	Inland Empire BMW Club
Deer Park WA 99006	2821 W. Cleveland
(509)276-8802	Spokane, WA. 99205
	509-981-4620
	addaxx4@mac.com

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

The parties hereto have executed this Use Agreement as of the day and year first above written.

CITY OF DEER PARK

ATTEST:

By: _____
Robert Whisman, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee
By: 

Printed Name: Chris Brown

