

**City of Deer Park  
City Council Agenda  
October 07, 2020  
7:00 p.m.**

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

**Councilmembers will not be physically present at this October 7<sup>th</sup> meeting per Proclamation 20-28 by the Governor Amending Proclamation 20-05.  
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: Dee Cragun, Mary Babb, Richie Schut,  
Caleb Stapp and Ron Scholz  
Community Services Director: Roger Krieger  
Clerk/Treasurer: Deby Cragun

**2. Invocation**

**3. Approval of Agenda**

**4. Approval of September 16, 2020 regular council meeting minutes**

**5. Public Hearings**

A. Vacating Portions of Spruce Ave., W. 2<sup>nd</sup> Street, and Unnamed Alley Right-of-Ways: Reserving an Easement for Existing and Future Utility Purposes.

**6. New Business**

A. City of Deer Park Golf Course Lease Renewal ~ One Stroke, Inc.  
B. Deer Park Municipal Airport Lease Plan Update  
C. Task Order 2019-08 Crawford/Colville Roundabout & N. Colville Reconstruction ~ JUB Engineers, Inc.

**7. Resolutions**

A.

**8. Ordinances ~ Waive Three Readings**

A. Ordinance 2020-995 ~ Vacating Portions of Spruce Ave., W. 2<sup>nd</sup> Street, and Unnamed Alley Right-of-Ways: Reserving an Easement for Existing and Future Utility Purposes

**9. Consent Agenda**

A. Approval of Voucher Claim Check Nos. 38828 through 38870 including EFT Debits in the amount of \$442,400.57 for the Second Half of September 2020.  
B. Approval of Payroll Check Nos. 13887 through 13919 including PFML & 941 Taxes in the amount of \$117,004.01 for the month of September 2020.  
C. Deer Park Airport Lease Agreement ~ Deer Park Hanger Assoc.  
D. Approval of Equipment Sale

10. Report of Officers

11. Adjournment

City of Deer Park  
City Council Minutes  
September 16, 2020

**Councilmembers were not physically present at this September 16<sup>th</sup> meeting per the current version of Governor Proclamation 20-28 Amending Proclamation 20-05.**

**Access to the Meeting was by Phone.**

Mayor Verzal called the meeting to order at 7:00 p.m. and stated this council meeting of the City Council is being conducted via telephone conference call pursuant to Governor Inslee's Proclamations. Before the roll call for attendance Mayor Verzal went over some telephonic procedures for tonight's meeting.

**1. Call to Order**

Mayor Verzal conducted a roll call to document telephone attendance.

Councilmember Cragun – Present  
Councilmember Babb – Present  
Councilmember Schut – Present  
Councilmember Stapp – Present  
Councilmember Scholz – Present  
City Airport Manager Darold Schultz – Present  
City Attorney Chuck Zimmerman – Present  
Street Supervisor Brad Wainwright – Present

Present with Mayor Verzal at City Hall and observing social distancing were City Clerk/Treasurer Deby Cragun and City Community Services Director Roger Krieger.

**2. Invocation**

The Invocation for tonight's meeting was led by Pastor Phil Hines from the Tri-County Christian Center

**3. Approval of Agenda**

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

**4. Approval of September 02, 2020 regular council meeting minutes**

**IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE SEPTEMBER 02, 2020 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**5. New Business**

A. Deer Park Airport Lease Amendment ~ Jim Vanderweg

Darold Schultz reviewed the Deer Park Airport Lease Amendment with Jim Vanderweg

Following discussion,

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

APPROVE DEER PARK AIRPORT LEASE AMENDMENT WITH JIM VANDERWEG

**MOTION CARRIED 5-0.**

**6. Resolutions**

- A. Resolution 2020-009 ~ Spruce Street Vacation and Alley

Roger Krieger reviewed Resolution 2020-009.

Following discussion,

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

APPROVE RESOLUTION 2020-009 SPRUCE STREET VACATION AND ALLEY.

**MOTION CARRIED 5-0.**

**7. Ordinances**

There were no Ordinances

**8. 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. 38789 through 38827 in the amount of \$369,516.12 for the First Half of September 2020.
- B. Declaring Surplus Property from Airport Inventory and Approving Disposal Method.

**9. Report of Departments**

Roger Krieger gave a status report on current projects. He stated he started the application process for an expanded Treatment Lagoon which ties into Resolution 2020-009 from earlier this evening. He explained the reason to complete the vacation as shown. The Lagoon will be on WW owned property and across street ROW. Because of that street ROW must be vacated for Grant/Loan Funds. The application is due October 13 and with that we may need to waive the three readings on the Ordinance at the next meeting. He also stated he will be giving a 20-minute Splash Pad presentation next Tuesday and hopes to score well as there are many applications out there for money for similar projects.

Brad Wainwright stated the Street Preservation Project has been completed. He also stated there has been a major clean up in the Parks after the windstorm that just blew in.

Airport Manager, Darold Schultz stated Airport Improvement Project 26 Masterplan Update, continues to move along. Also, Grant 27 has finally been funded.

**10. Report of Officers**

Councilmember Schut thanked Roger for speaking to the Lagoon project and he really appreciates knowing the reason behind waiving the three readings.

Councilmember Stapp stated he spoke with Mayor Verzal and Brad Wainwright about the City assisting the Rotary Club in maintaining the pocket park by Napa on Main Street. Both Mayor Verzal and Brad Wainwright stated the City will assist.

Mayor Verzal stated there have been some problems at Swinyard Park with juveniles, as well as Construction Sites. Mayor Verzal spoke with the Sheriff's office and they will be sending District 15 to help with the situation. SCOPE will also be helping to monitor the parks.

#### **11. Adjournment**

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:30 P.M.

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Mayor Tim Verzal

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Deby Cragun, City Clerk/Treasurer

## CITY OF DEER PARK GOLF COURSE LEASE RENEWAL

THIS LEASE RENEWAL ("Lease Renewal") is entered into by and between the City of Deer Park, a Washington municipal corporation (the "City"), and One Stroke, Inc., a Washington corporation ("Lessee"). City and Lessee are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

### RECITALS

- A.** The Parties entered into the "City of Deer Park Golf Course Lease-2011" with an effective date of January 19, 2011 to lease the real property owned by the City commonly known as the Deer Park Golf Course which real property is legally described in Exhibit "A" to said lease, all of which is incorporated herein by this reference (the "Lease").
- B.** The term of the Lease is from January 19, 2011 through October 31, 2020.
- C.** Section 4 of the Lease titled "Option to Renew and Possible Extension," provides Lessee shall have the option to renew the Lease and must exercise said option no earlier than October 31, 2019 and no later than December 31, 2019. The renewal period for this Lease Renewal shall commence November 1, 2020 and extend through October 31, 2024.
- D.** Lessee timely exercised its option to renew via written notice pursuant to the Lease.
- E.** The Parties wish to renew the Lease for an additional term of four (4) years.
- F.** Partial consideration for this Lease Renewal is the release of Lessee's obligation to pay the Base Rent for 2019 because of the severe 2018-2019 winter season which resulted in unforeseen mold issues, lack of course availability for play, and restoration costs. The City and Lessee agreed to forego expenditure of City funds for reconstruction of fairways and other course areas which saved the City significant expense, but in turn caused a delay in course availability for use and lower revenue (profit) for Lessee. The City was not entitled to any Profit Sharing Rent for 2019.
- G.** Due to the late season opening for the 2020 golf season because of the COVID-19 pandemic restrictions on golf courses and restaurants imposed by the Governor's Proclamations, Lessee shall not be required to pay the Base Rent amount to the City for 2020. However, the City shall still be entitled to payment of any Profit Sharing Rent amount that may be due for 2020 pursuant to the terms of the Lease.

H. During the Lease Renewal term the water agreement between the City and the Lessee may expire and the favorable water rate structure in place now may be terminated which may significantly increase golf course operating costs.

I. The foregoing recitals support lowering the minimum Base Rent required to be paid pursuant to this Lease Renewal and changing the Profit Sharing Rent minimum threshold.

#### AGREEMENT

1. **Recitals.** The foregoing Recitals are incorporated herein as if set forth in full.

2. **Reconfirmation.** Except as specifically provided herein, all terms, conditions, and exhibits of the Lease are incorporated herein by this reference and remain in full force and effect and are binding upon the Parties. The Lease is hereby restated and reconfirmed, subject only to the modifications set forth in this Lease Renewal.

3. **Term.** The term of the Lease is hereby extended to October 31, 2024.

4. **Amendment to Rent.** Section 6 of the Lease is amended to read in full as follows:

6. **Rent.** During the term of the Lease, Lessee shall pay the City Base Rent as set out below, together with Profit Sharing Rent as set out below. The term of the Lease shall include the Lease Renewal period.

6.1 **Base Rent.** The annual Base Rent shall be \$15,000. The annual Base Rent shall be paid in six equal installments on the last day of each month from April through September during each year of the Lease term. Base Rent does not include leasehold tax.

6.2 **Profit Sharing Rent.** For each year of the Lease term, Lessee agrees to pay Profit Sharing Rent in an amount equal to twenty percent of the daily greens' fees and cart revenue, including season pass revenue and reasonable actual greens' fees and cart revenues associated with tournaments, in excess of the threshold amount of \$625,000. (the "Threshold Revenue Level"), to the City. The Threshold Revenue Level shall be based upon total gross revenue received by Lessee for those items, which shall be calculated after deducting any applicable sales taxes on these items. Timing of receipt of revenue shall be adjusted for purposes of making the Profit Sharing Rent calculation so that the revenue used to calculate whether the Profit Sharing Rent Threshold Revenue Level has been met is associated with the years in which the greens' fees and cart usage and season pass usage occurs and not the date payment for the same is made. By way of example, if total green fees and cart rentals for the calendar year, after deducting applicable sales taxes, are \$725,000, the Profit Sharing amount due to City shall be \$20,000 (20% of \$725,000 - \$625,000). The Profit Sharing Rent payment shall be made on or before April 1

of the year following the year in which the Profit Sharing Rent was earned. Profit Sharing Rent does not include leasehold tax.

6.3 Leasehold Tax. Simultaneously with the payment of rent pursuant to this Section 6 as set forth above, Lessee shall pay to the City (to be remitted by City to the State Department of Revenue) such sums as may be required by law for payment of leasehold or other tenant taxes as required, imposed, assessed, or imputed by the State of Washington or other tax entity, as such laws now exist or may hereafter be amended (such leasehold tax currently being 12.84%). If leasehold tax is increased or decreased, the total monthly amount payable to the City for such tax shall increase or decrease, but the amount of the Base Rent and Profit Sharing Rent shall not be changed as a result of any change in the leasehold tax rate.

6.4 No Pro Rata Rent. There shall be no prorating of rent paid for partial years that the Leased Premises are occupied by Lessee pursuant to this Lease, unless otherwise specifically provided pursuant to other provisions of this Lease.

6.5 Taxes. Lessee shall pay, before the same become due, all taxes assessed against Lessee's personal property, furniture, fixtures, equipment, inventory, and other property located on the Leased Premises.

6.6 Net Lease. The City shall have no obligation to expend monies relative to the Leased Premises except as expressly set out in this Lease. Except as may be otherwise specifically set out in this Lease, Lessee shall pay for all repair, maintenance, upkeep, snow removal, utilities, taxes, and insurance.

6.7 Late Charge. In the event any amount of rent required to be paid pursuant to this Lease, including the leasehold tax, is not paid within ten (10) days from the date it is due, then Lessee shall pay to City a late charge of five percent (5%) of the amount due, plus interest in the amount of one percent (1%) per month, for each unpaid amount until such payment is paid. The late charge and interest are due immediately and are in addition to all of the City's other rights in this Lease.

5. Amendment to Utilities and Services. Section 16 of the Lease is hereby amended to read in full as follows:

16. Utilities and Services.

16.1 Lessee shall make all arrangements for and pay all utilities and services to the Leased Premises, including, but not limited to gas, electricity, water, sewer, telephone, cable television, security, and all other utilities or services furnished to the Leased Premises.

16.2 Garbage collection services for the Leased Premises as provided in the City's current contract for Solid Waste Collection Services with Waste Management of Washington, Inc., shall be provided for the Leased Premises at no cost to Lessee. Any additional garbage collection services required by Lessee shall be paid for by Lessee.

16.3 The City does not warrant that any utilities and services will be free from interruption. The City shall not be liable to Lessee for any loss or damage caused by or resulting from any variation, interruption, or failure of utility services due to any cause, other than the City's negligent or willful acts. No temporary interruption or failure of any utility service, due to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond the City's control shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations under this Lease.

6. **Possible Additional Extension Revised Dates.** The provisions in Section 4 of the Lease identify a five (5) year option to renew. The Parties have agreed to reduce this renewal term to four (4) years. The Parties agree to adjustment of the provisions in Section 4 of the Lease so that the references to the year 2024 shall be read and applied as references to the year 2023 and the references to the year 2025 shall be read and applied as references to the year 2024.

[Remainder of page intentionally left blank]



APPROVED by Lessee this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

ONE STROKE, INC.

By: \_\_\_\_\_  
Craig Schuh, President

By: \_\_\_\_\_  
Debbie Schuh, Secretary/Treasurer

STATE OF WASHINGTON     )  
  ) ss.  
County of Spokane         )

I certify that I know or have satisfactory evidence that Craig Schuh and Debbie Schuh are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary/Treasurer, respectively of One Stroke, Inc., to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
\_\_\_\_\_(Printed  
name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

# Memo

To: Mayor Timothy Verzal  
Deer Park City Council

From: Darold Schultz  
Airport Manager

Date: October 02, 2020

RE: Airport Lot Line Adjustments

In order to encourage development of airport property, the airport recommends adjustments to several lease lots within airport boundaries. These lot changes involve lots which were previously planned for multiple unit T hangars, demand for this style of hangar has diminished while demand for box style hangars has increased. This change will allow for six box style hangars rather than two multiple unit T hangars. In addition adjustments will be made to the lots adjacent to the taxiway to be constructed in the spring of 2021 allowing for hangar sizes which are currently in demand.

# DEER PARK MUNICIPAL AIRPORT LEASE PLAN

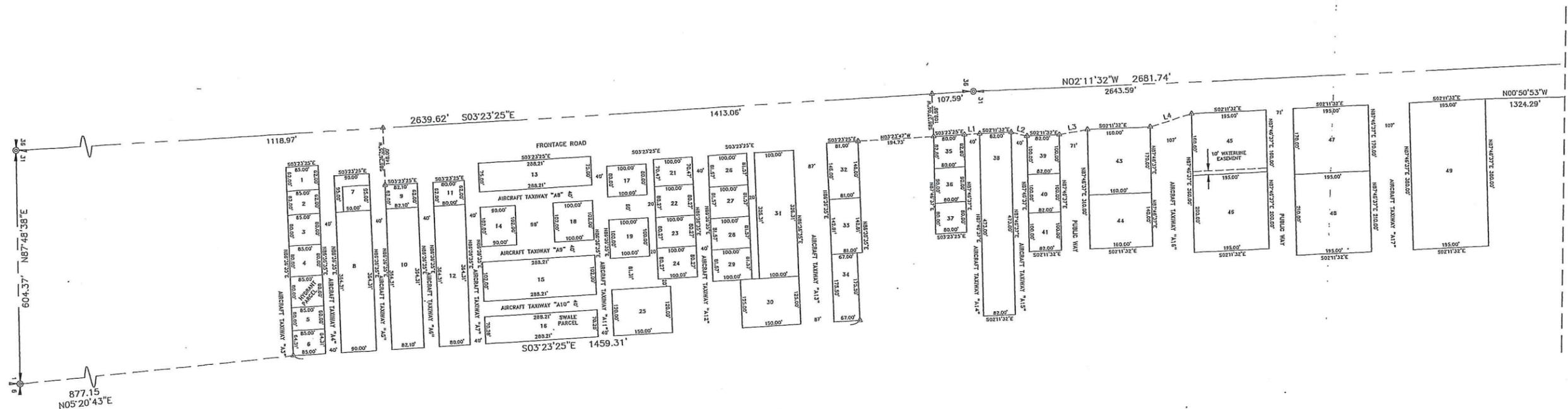
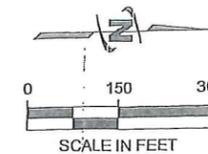
LOCATED IN THE SW 1/4 AND THE NW 1/4 OF SECTION 31, AND THE SW 1/4 SECTION 30, TOWNSHIP 29 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON

Existing  
2



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.  
W. 422 Riverside Ave.  
Suite 304  
Spokane, WA 99201  
Phone: 509.458.3727  
Fax: 509.458.3762  
www.jub.com



LINE #	DIRECTION	LENGTH
L1	N2°57'18"W	40.00'
L2	N13°10'45"E	41.49'
L3	N10°14'27"W	71.70'
L4	N17°51'41"W	111.11'

### LEGEND

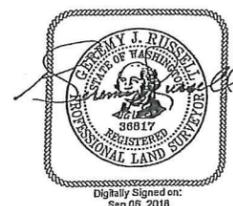
- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND IRON PIPE,
- CALCULATED POINT, NOTHING FOUND OR SET

### BASIS OF BEARING

THE BASIS OF BEARINGS IS SOUTH 03°23'25" EAST AS MEASURED ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 31, TOWNSHIP 29 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, AS ESTABLISHED BY GPS OBSERVATIONS. WASHINGTON STATE PLANE SOUTH ZONE COORDINATE SYSTEM. ALL BEARINGS SHOWN ARE AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND.

### NOTES:

1. UNLESS OTHERWISE SHOWN, INTERSECTING LINES ARE PERPENDICULAR.
2. LOT 20 NOT USED.



Digitally Signed on:  
Sep 05, 2018

REUSE OF DRAWINGS  
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED THEREIN, ARE THE PROPERTY OF J-U-B ENGINEERS, INC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

NO.	REVISION	DATE
6	LOT BOUNDARY REVISIONS	11/16/18
5	LOT 25 BOUNDARY REVISION	11/16/18
4	LOT 25 BOUNDARY REVISION	11/16/18
3	LOT 25 BOUNDARY REVISION	11/16/18
2	LOT 25 BOUNDARY REVISION	11/16/18
1	LOT 25 BOUNDARY REVISION	11/16/18

DEER PARK MUNICIPAL AIRPORT  
CITY OF DEER PARK, WASHINGTON

LEASE PLAN 2018

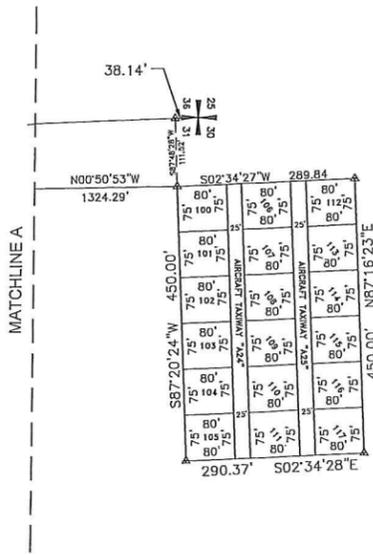
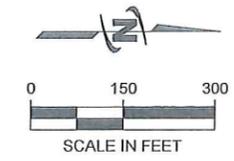
FILE: 70-05-000-LEASELOTS 8-30-2
JUB PROJ.#:
DRAWN BY: TJF
DESIGN BY: TDJ
CHECKED BY: GJR
SCALE: ONE INCH = 100 FEET
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 8/20/2018
SHEET NUMBER:

Plot Date: 09/05/2018 11:27 AM. Printed By: Alex DeRico  
 Data Checked: 09/05/2018 10:04 AM. Project: JUB-18-000-000-DEER PARK LEASE LOTS 8-30-2018.DWG

# DEER PARK MUNICIPAL AIRPORT LEASE PLAN

LOCATED IN THE SW 1/4 AND THE NW 1/4 OF SECTION 31, AND THE SW 1/4 SECTION 30, TOWNSHIP 29 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON

Proposed



LINE #	DIRECTION	LENGTH
L1	N2°57'18\"/>	

- LEGEND**
- SECTION CORNER
  - QUARTER SECTION CORNER
  - FOUND IRON PIPE,
  - CALCULATED POINT, NOTHING FOUND OR SET

**BASIS OF BEARING**

THE BASIS OF BEARINGS IS SOUTH 03°23'25\"/>



Digitally signed by  
Geremy J  
Russell:AO10980000001  
3AC3285009000038C7  
Date: 2020.09.10  
13:58:30-0700'

- NOTES:**
- UNLESS OTHERWISE SHOWN, INTERSECTING LINES ARE PERPENDICULAR.
  - LOTS 20, 24, 29 NOT USED.

**JUB**  
J-U-B ENGINEERS, INC.  
J-U-B ENGINEERS, INC.  
W. 422 Riverside Ave.  
Suite 304  
Spokane, WA 99201  
Phone: 509.458.3727  
Fax: 509.458.3762  
www.jub.com

NO.	DESCRIPTION	BY	DATE
5	LOT 13, 15, 21, 24, 25, 29 BOUNDARY	AAJ/GJR	9/9/20
4	LOT BOUNDARY REVISIONS	AAJ/GJR	8/20/19
3	LOT BOUNDARY REVISIONS	AAJ/GJR	8/14/17
2	LOT 45, 46, 47, 48, 49 BOUNDARY	AAJ/GJR	8/14/16
1	LOT 45, 46, 47, 48, 49 BOUNDARY	AAJ/GJR	8/14/16

DEER PARK MUNICIPAL AIRPORT  
CITY OF DEER PARK, WASHINGTON

LEASE PLAN 2020

FILE: 70-06-000-LEASELOTS 9-08-20  
JOB PROJ. #: \_\_\_\_\_  
DRAWN BY: JF  
DESIGN BY: TDI  
CHECKED BY: GJR  
ONE INCH  
AT FULL SIZE, IF NOT ONE  
INCH SCALE ACCORDINGLY  
LAST UPDATED: 9/10/2020

SHEET NUMBER:  
**1**

<b>Supplemental Agreement Number 1</b>		Organization and Address	
Original Agreement Number Task Order 2019-08		J-U-B ENGINEERS, Inc. 422 W. Riverside Ave. Suite 304 Spokane, WA 99201 Phone: 509-458-3727	
Project Number 70-19-021	Execution Date	Completion Date	
Project Title Crawford/Colville Roundabout & N Colville Reconstruction	New Maximum Amount Payable \$465,725.50		
Description of Work Consulting engineering services for the construction phase services on the Crawford/Colville Roundabout and N Colville roadway reconstruction project from Crawford north to 3rd Street.			

The Local Agency of City of Deer Park  
desires to supplement the agreement entered in to with J-U-B ENGINEERS, Inc.  
and executed on October 3, 2019 and identified as Agreement No. Task Order 2019-08  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
The Consultant shall provide the professional services required to bid the project and construction management phase services for the project in accordance with the scope of work provided in Exhibit A 1, attached to this Supplement.

**II**

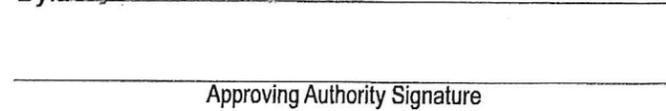
Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The Completion Date of the Agreement is extended to the Completion  
Date shown above on this Supplement No. 1

**III**

Section V, PAYMENT, shall be amended as follows:  
The Maximum Amount Payable under this Agreement is increased by \$265,339.46 to a new Maximum Payable Amount of \$465,725.50 as shown in the attached Exhibit "A" Summary of Payments.  
All other Payment Provisions in the original Agreement remain unchanged.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: J-U-B ENGINEERS, Inc. By: City of Deer Park

 Consultant Signature  Approving Authority Signature

\_\_\_\_\_ Date

Exhibit A-1  
City of Deer Park  
Crawford/Colville Roundabout  
and N Colville Reconstruction  
Scope of Work for Construction Phase Services  
Local Agency Guidelines Approach

prepared by

J-U-B ENGINEERS, Inc.

for the

City of Deer Park  
September 2020

CITY OF DEER PARK  
CRAWFORD/COLVILLE ROUNDABOUT & N COLVILLE RECONSTRUCTION  
CONSTRUCTION PHASE SERVICES  
TASK ORDER NO. 2019-08, SUPPLEMENT NO. 1

**OBJECTIVES**

The City's objective in this Agreement is to obtain consulting engineering services for the construction phase services on the Colville Roundabout and roadway reconstruction project from Crawford north to 3<sup>rd</sup> street. The Consultant shall provide the professional services required to bid the project with direction, review, and support provided by the City of Deer Park. The Consultant shall provide construction management phase services for the project. The Consultant shall coordinate, as required, with other regulatory agencies, the City of Deer Park and the lowest responsible bidding contractor that is awarded the contract. All work & documents provided by the consultant shall be in compliance with the Local Agency Guidelines manual and the most current WSDOT standard specifications manual.

**PROJECT DESCRIPTION**

This project will provide for the reconstruction of Colville from Crawford to a point where it intersects 3<sup>rd</sup> Street. A roundabout will replace the existing standard 4-way intersection at Crawford. The required connections of existing streets and intersections with Colville will also be included in this project.

**TASKS**

1. The Consultant shall provide the City of Deer Park the required Pre-construction project administration as described below. The Consultant shall be available to answer contractor questions during bid preparation. The Consultant shall also resolve any necessary clarifications if required by addendum. The project will be administered, and materials will be reviewed and inspected in accordance with WSDOT Construction Manual, the 2020 edition of the Standard Specifications for Road and Bridge Construction and the Local Agency Guidelines Manual.
2. The Consultant shall provide construction engineering administration services for the duration of the project including conducting the bid opening and preparing award notices. The Consultant shall review the bid documents for any irregularities and prepare a tabulation of bids for review by the City of Deer Park. The consultant shall then make a recommendation of award to the City of Deer Park.
3. The Consultant shall prepare a preconstruction conference Agenda and coordinate inclusion of topics of importance with the City of Deer Park and the WSDOT. The consultant shall then coordinate the scheduling of the preconstruction conference in such a manner that it is performed within current WSDOT accepted practices related to COVID19 guidelines.

CITY OF DEER PARK  
CRAWFORD/COLVILLE ROUNDABOUT & N COLVILLE RECONSTRUCTION  
CONSTRUCTION PHASE SERVICES  
TASK ORDER NO. 2019-08, SUPPLEMENT NO. 1

4. The Consultant shall conduct the preconstruction conference in a manner as approved by the City of Deer Park and WSDOT. COVID 19 guidelines may be discussed per WSDOT direction.
5. The Consultant shall evaluate, review and determine the acceptability of substitute or "or equal" materials and equipment proposed by the Contractor subject to the provisions of the contract documents. These reviews will be made in a timely manner and the results will be shared with the Contractor and the City of Deer Park team.

As part of the construction administration the Consultant shall also track the contract materials acceptance using the Record of Materials (ROM) form supplied by the Local Programs. Also, the Consultant shall sign off on the materials certification at the project closeout.

6. The Consultant shall administer the project by providing construction observation with field documentation to assure general compliance with the plans and specifications. The Consultant shall act as the City of Deer Park's representative through the project duration.

The construction observer shall act as Consultant's liaison with the contractor working principally through the contractor's superintendent and assist in understanding the intent of contract documents. The construction observer shall assist in obtaining additional details or information when required, from the City of Deer Park for proper execution of the work. The construction observer shall conduct on-site observations of the work in progress and assist in determining if the work is proceeding in accordance with the contract documents. The construction observer shall report to the project engineer when clarifications and interpretations of the contract documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

In connection with observations for the work of the Contractor while it is in progress, it is anticipated that the Consultant will provide one on site construction inspector for the duration of the project. The inspector's duties and responsibilities shall include to act as directed by and under supervision of the Consultant's project manager, and will confer with the project manager regarding his actions. He shall attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings.

7. The Consultant shall perform construction phase survey staking including control and slope staking. It will be the Contractor's responsibility to protect staking as multiple trips by the survey crew to reset staking already performed is not included in this fee proposal.

CITY OF DEER PARK  
CRAWFORD/COLVILLE ROUNDABOUT & N COLVILLE RECONSTRUCTION  
CONSTRUCTION PHASE SERVICES  
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8. The Consultant shall perform construction phase roadway surfaces staking. It will be the Contractor's responsibility to protect staking as multiple trips by the survey crew to reset staking already performed is not included in this fee proposal.
9. The Consultant shall perform construction grade staking for curbs. It will be the Contractor's responsibility to protect staking as multiple trips by the survey crew to reset staking already performed is not included in this fee proposal.
10. The Consultant shall perform construction phase survey staking including gravity sewer staking including manholes and side service connections. It will be the Contractor's responsibility to protect staking as multiple trips by the survey crew to reset staking already performed is not included in this fee proposal.
11. The Consultant shall perform construction phase survey staking including water line staking including valves vaults and fire hydrants. It will be the Contractor's responsibility to protect staking as multiple trips by the survey crew to reset staking already performed is not included in this fee proposal.
12. The Consultant shall re-establish and record section corner location as required during construction. It will be the Contractor's responsibility to protect staking as multiple trips by the survey crew to reset staking already performed is not included in this fee proposal.
13. The Consultant shall prepare a weekly statement of working days form. The construction observer shall prepare daily reports recording the contractors' hours on the job site, weather conditions, data relative to questions of work, change orders or changed conditions, list of job site visitors, daily activities, pay items completed, decisions, observations and specific observations in more detail as in the case of observing test procedures, and send copies to the project engineer and the City copying other agencies as required.
14. The Consultant shall provide the services of a project engineer to provide construction contract administration for the City of Deer Park. The Consultant's responsibilities shall include making visits to the site at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractors' work. The Consultant shall have the authority to disapprove of or reject the contractor's work while it is in progress if the Consultant believes that such work will not produce a completed project that generally conforms to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.

The Consultant shall not be responsible for the acts or omissions of any contractor, or of any subcontractor, any supplier, or of any other person or

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organization performing or furnishing any of the work. The Consultant shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the contract documents.

15. The Consultant shall assist the City with reviewing monthly applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the project engineer, 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.
16. The Consultant shall recommend change orders and work change directives to the City of Deer Park as appropriate and shall prepare change orders and work change directives directed and/or approved by the City. The Consultant will be prepared to review change orders with the Contractor as may be required.
17. The Consultant shall conduct wage rate interviews as well as assist the City of Deer Park on an as requested basis for other general office engineering and documentation services in compliance with the requirements of funding agencies, WSDOT Construction Manual and the specifications.
18. The Consultant shall review certified payrolls and assist the City of Deer Park on related questions that may arise during construction.
19. The Consultant and its observation team shall independently tabulate construction quantities during the project and work with the Contractor to resolve discrepancies.
20. The Consultant will require special inspections and or material testing and shall provide, through the use of the subconsultant, Strata, Inc., for materials testing services as the work progresses to monitor the Contractor's compliance with the contract documents. Such tests may include gradation and compaction tests, asphalt content tests, rice density testing, etc. The frequency and procedures shall be as outlined in the WSDOT Construction Manual and the project specifications. Test results will be forwarded to the City of Deer Park and the contractor. In addition, field tests shall be documented on WSDOT forms or on a form with equivalent WSDOT information.
21. The Consultant shall provide the Electrical Engineer of Record, AEI Engineering, Inc. for field issues related to project illumination, etc.
22. Before final completion of the construction is issued, the Consultant provide a project walk through in conjunction with City of Deer Park staff. The construction observer shall submit to the Contractor a list of observed items requiring completion or correction. The construction observer will conduct a final inspection

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walk thru in the company of the project engineer and a representative from the City of Deer Park and the contractor to prepare a final list of items to be completed or corrected. The construction observer will also observe whether all items on the final list have been completed or corrected and make recommendation to the project engineer concerning acceptance and issuance of the notice of acceptability of the work.

23. The Consultant shall do final compilation of all project records and work with WSDOT as required to facilitate project closeout.
24. The Consultant shall incorporate Contractor provided red lines of as-constructed utility and surface feature records on to the original contract document plan set to the fullest extent possible. The Contractor shall retain responsibility for the accuracy of information he or she provides to the Consultant towards creation of the as-built documents.

**ORDINANCE NO. 2020-995**

**AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON; VACATING PORTIONS OF SPRUCE AVENUE, WEST 2<sup>ND</sup> STREET, AND UNNAMED ALLEY RIGHT-OF-WAYS; RESERVING AN EASEMENT FOR EXISTING AND FUTURE UTILITY PURPOSES; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.**

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**WHEREAS**, the City Council adopted Resolution No. 2020-009 on September 16, 2020 to initiate the right-of-way vacations that are the subject of this Ordinance pursuant to Chapter 35.79 RCW; and

**WHEREAS**, after consideration of all the facts and circumstances surrounding the right-of-way vacation proposal, the City Council has determined that it is in the best interest of the City to vacate the right-of-ways described in this Ordinance; and

**WHEREAS**, the City Council pursuant to City Resolution No. 2020-009, held a public hearing pursuant to proper notice for the purpose of hearing comments for and against the right-of-way vacations; NOW, THEREFORE

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

**Section 1.** A Public Hearing to consider the vacation of right-of-ways described in this Ordinance was duly noted and a Public Hearing was held before the City Council on October 7, 2020, at 7:00 p.m. No members of the public appeared to express opposition to the vacation of right-of-way that is the subject of this Ordinance.

**Section 2.** The portions of Spruce Avenue, West 2<sup>nd</sup> Street, and the unnamed alley public right-of-ways depicted in Exhibit "A", which is attached hereto and incorporated herein by this reference, and which are described below, are hereby vacated:

- a. Spruce Avenue from the south side of the unnamed alley located between West 1<sup>st</sup> Street and West 2<sup>nd</sup> Street to the south side of West 3<sup>rd</sup> Street;

- b. West 2<sup>nd</sup> Street from the west side of Spruce Avenue to the east side of Larch Avenue ; and
- c. The unnamed alley running parallel to and located between West 1<sup>st</sup> Street and West 2<sup>nd</sup> Street from the west side of Spruce Avenue to the east side of former Larch Avenue.

**Section 3.** The abutting property owners to Spruce Avenue, located between West 1<sup>st</sup> Street and West 3<sup>rd</sup> Street, have quitclaimed all present and future interest in the Spruce Avenue right-of-way vacated in Section 2 of this Ordinance to the City in exchange for the City relieving the abutting property owners of all responsibility to maintain the vacated Spruce Avenue right-of-way.

**Section 4.** The purpose of the right-of-way vacations identified in Section 2 of this Ordinance is to facilitate the construction, maintenance, and fencing of an aeration sewer lagoon area on the easterly portion of the vacated right-of ways and to reserve an easement over the entire vacated right-of-way areas as described in this Ordinance.

**Section 5.** The City hereby reserves an easement over the entire area of the vacated right-of-ways for existing and future City sewer utility and other utility purposes as permitted by the City and for so long as the City deems this easement to be necessary.

**Section 6.** The City Council finds the relative fair market value of the vacated right-of-ways to be of approximately equal value to the value of the adjacent private property on a per square foot basis. This value is \$83,250.

**Section 7.** The City Council hereby directs the relative fair market value of the right-of-way vacations as identified in Section 6 of this Ordinance to be transferred from the City's Sewer Utility Fund to the City's Street Fund.

**Section 8.** The vacation of right-of-ways, pursuant to this Ordinance will result in ownership of the vacated right-of-ways by operation of law. The City makes no commitment or warranty as to the specific ownership of the vacated right-of-ways.

**Section 9.** 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 10.** 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.

**Section 11.** The City Clerk is directed to record a conformed copy of this Ordinance with the Spokane County Auditor following its passage and publication as provided for herein.

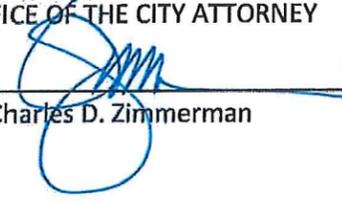
APPROVED:

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

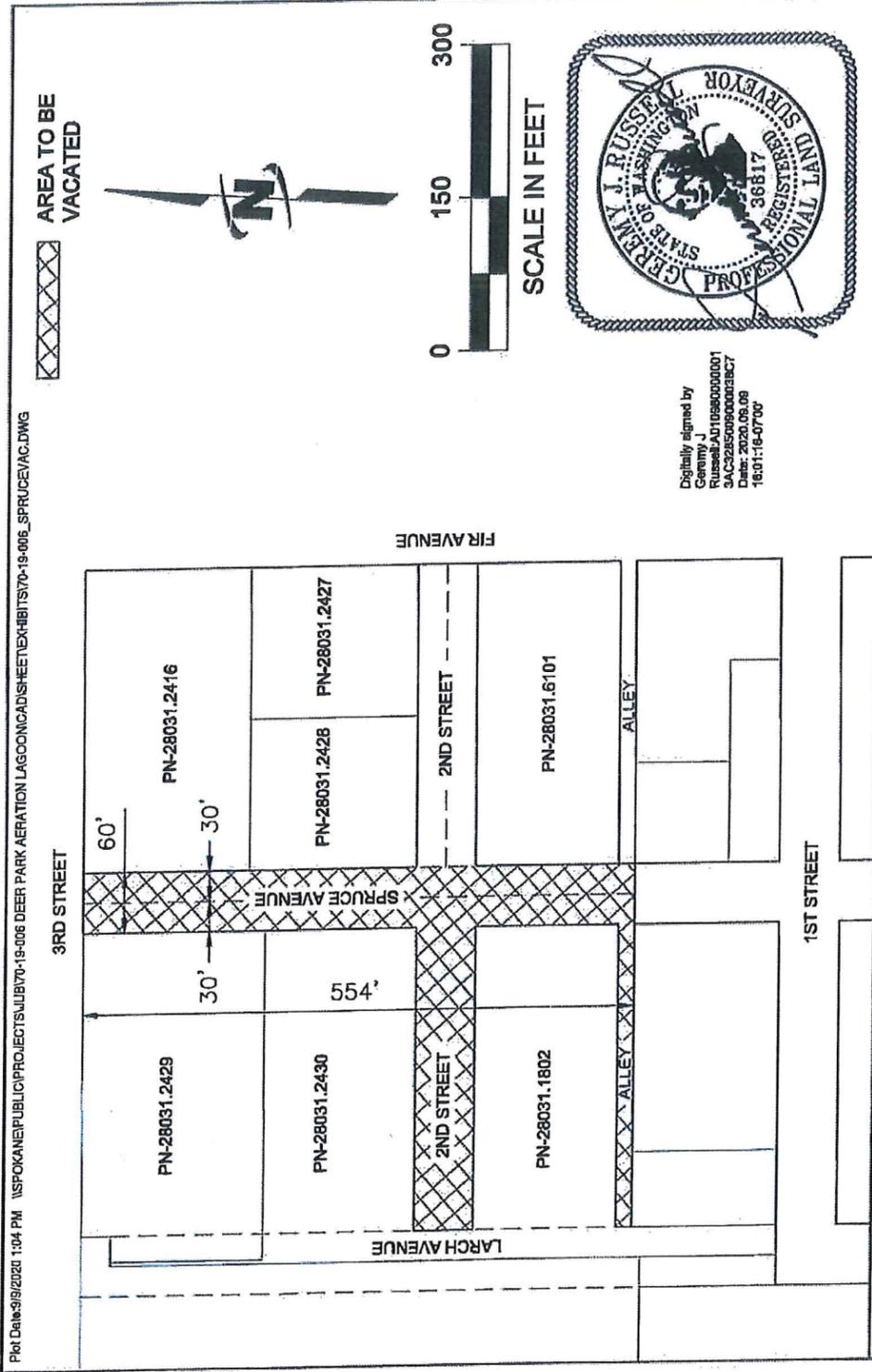
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Deby Cragun, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY:   
\_\_\_\_\_  
Charles D. Zimmerman

FILED WITH THE CITY CLERK	<u>9/17/2020</u>
PASSED BY THE CITY COUNCIL	_____
PUBLISHED	_____
EFFECTIVE DATE	_____
ORDINANCE NO.	<u>2020-995</u>



AREA TO BE VACATED



SCALE IN FEET



Digitally signed by  
Gerrit J. Russell  
DN: cn=Gerrit J. Russell, o=Professional Land Surveyors, ou=Professional Land Surveyors, email=gerrit@rusSELL.com, c=US, postalCode=99201, serial=160711640700



EXHIBIT "A"

RIGHT-OF-WAY VACATION  
CITY OF DEER PARK, WASHINGTON  
PORTIONS OF THE NORTHEAST 1/4 SECTION 3  
TOWNSHIP 28 NORTH, RANGE 42 EAST, W.M.  
CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON 1 OF 1

SUMMARY OF ORDINANCE NO. 2020-995

of the City of Deer Park, Washington

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On the \_\_\_\_ day of \_\_\_\_\_ 2020, the City Council of the City of Deer Park, passed Ordinance No. 2020-995 A summary if the content of said ordinance, consisting of the title, provides as follows:

**AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON; VACATING PORTIONS OF SPRUCE AVENUE, WEST 2<sup>ND</sup> STREET, AND UNNAMED ALLEY RIGHT-OF-WAYS; RESERVING AN EASEMENT FOR EXISTING AND FUTURE UTILITY PURPOSES; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

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Deby Cragun, City Clerk