

**City of Deer Park
City Council Agenda
November 15, 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 October 18, 2017 regular council meeting minutes and November 8, 2017 special council meeting minutes.**
- 6. Public Hearings**
 - A. Ad Valorem Taxes for 2018~ Ordinance 2017-970
 - B. 2018 Revenue Sources
- 7. New Business**
 - A. Change Order #1 N. Dalton Field Well #3 Well House and Piping Phase
Emergency Power Plug, Manual Switch Installation ~ DW Excavating, Inc.
- 8. Resolutions**
 - A. Resolution 2017-010 ~ Adopting a New Disposal of Surplus City Assets Policy and
Repealing Resolution No. 2012-002.
- 9. Ordinances (Waive Three Reading Process)**
 - A. Ordinance 2017-970 ~ 2018 Ad Valorem Taxes
- 10. Consent Agenda**
 - A. Approval of Voucher Claim Check Nos. 36190 through 36224 including EFT
Debits in the amount of \$290,715.86 for the Last Half of October 2017.
 - B. Approval of Voucher Claim Check Nos. 36225 through 36260 including EFT
Debits in the amount of \$141,087.98 for the First Half of November 2017.
 - C. Approval of Payroll Check Nos. 12734 through 12774 including 941 Taxes in the
amount of \$112,500.76 for the month of October 2017.
 - D. Extension and Amendment No. 2 of City of Deer Park Water Dept. Farming
Agreement.
 - E. Deer Park Municipal Airport Use Agreement ~ Spokane County
- 11. Interested Citizens: Oral Communications, Requests, Comments from Audience**

12. Report of Departments
13. Report of Officers
14. Executive Session
15. Adjournment

**City of Deer Park
City Council Minutes
October 18, 2017**

Mayor Whisman called the meeting to order at 7:02 p.m.

1. Call to Order

Mayor Whisman called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Tim Verzal, Don Stevens and Joe Polowski
Staff:	Roger Krieger, Brian Ramsden, Michael Reiter
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience:	10

2. Invocation

Pastor Duane Anderson, from Zion Lutheran Church Deer Park gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

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

5. Approval of October 04, 2017 regular council meeting minutes.

IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE OCTOBER 04, 2017 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

A. Change Order #7-1 Administrative Resolution of Claims Contract Holdback Work ~ Contractors Northwest, Inc.

Roger Krieger reviewed Change Order #7-1 with Contractors Northwest, Inc.

Following discussion,

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

APPROVE CHANGE ORDER #7-1 ADMINISTRATIVE RESOLUTION OF CLAIMS CONTRACT HOLDBACK WORK ~ CONTRACTORS NORTHWEST, INC.

MOTION CARRIED 5-0.

7. Resolutions

There were no Resolutions

8. Ordinances

There were no Ordinances

9. Consent Agenda

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

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

- A. Approval of Voucher Claim Check Nos. 36146 through 36189 including EFT Debits in the amount of \$1,267,956.89 for the First Half of October 2017.
- B. Memorandum of Understanding between the City and School District for the School Resource Deputy for the 2017-2018 School Year.
- C. Memorandum of Understanding for Implementation of VEBA

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

Richie Schut spoke to a proposed Broadband Feasibility Assessment and Scope of Work he had received from NoaNet. Mr. Schut passed this proposal on to the City Clerk for distribution to the Council and Mayor.

Ryan Moore wanted to know how the Fiber Task Force should be reporting to the City Council. Mr. Moore asked if there was a specific place on the Agenda for such reports. Deby Cragun stated if the Task Force wanted to be on the Agenda they would need to call City Hall and request to be placed on the Agenda. Mr. Moore also asked if there was a job description for Council members. Mayor Whisman stated there is no standardized job description for Council members.

Leilani Bly stated she was not aware that Council Meetings were open to the public and thought it would be a good idea to let the public know that Council Meetings were open Meetings.

Jim Palmer thanked all that participated in the Chamber Dinner and Auction.

11. Report of Departments

Roger Krieger gave an update on the Dalton Well and Wastewater Lagoon Projects.

Brian Ramsden stated the Council was given information on the two trucks he is getting ready to surplus and would like their input on putting a value to them. Once information is received they will be put on the Agenda for Surplus. Brian also stated the pool deck has been removed. The laying of the new pavement for First Street, Washington and Meadowmere has been delayed due to weather conditions. He has agreement with the Fire District to store the new WW Vac Truck at their facility in Riverside. The W. Crawford Project is substantially complete. Clean Green is this weekend.

Darold Schultz stated Fire Season has not ended as yet with the wind yesterday a plane was brought in.

12. Report of Officers

Councilmember Polowski reminded all that Pumpkin Lane was coming up.

Mayor Whisman stated he has been looking at the calendar and was thinking about the first Budget Workshop being held on November 8, 2017 at 6:00 pm if all were in agreement. After some discussion November 8th at 6:00 was agreed upon.

13. Executive Session

There was no executive session.

14. Adjournment

There being no further business before the Council, Mayor Whisman adjourned the meeting at 7:51 P.M.

Mayor Robert Whisman

Deby Cragun, City Clerk/Treasurer

**City of Deer Park
Special City Council Minutes
Budget Planning Workshop
November 08, 2017
6:00 p.m.**

1. Call to Order

Mayor Whisman called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor Whisman called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Tim Verzal, Don Stevens and Joe Polowski
Clerk/Treasurer:	Deby Cragun
Staff:	Roger Krieger and Brian Ramsden
Airport Manager:	Darold Schultz, Schultz's Aviation, LLC
Audience:	3

2. 2018 Budget Workshop Discussion

Mayor Whisman opened the meeting by explaining his ideas for the 2018 Budget.

Staff presented their various expense and revenue portions to the 2018 Budget.

Deby Cragun spoke to the Ad Valorem Tax and asked for concurrence on the 1% amount of 2,630.17.

Darold Schultz reviewed the proposed 2018 Airport Budget.

Mayor Whisman asked the Council if there were any changes they would like to see concerning the 2018 Budget as presented.

There were no changes requested.

3. Adjournment

Budget Planning Workshop ended at 7:04 p.m.

Change Order

Contract Number: JUB #70-16-034	Contract Title: City of Deer Park N. Dalton Field Well #3 Well House and Piping Phase	Federal Aid Number:
Change Order Number: 1	Change Order Description: Electrical Modifications	Date: 11/8/2017
Prime Contractor/Design-Builder: DW Excavating, Inc.		

- Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications
- Proposed by Contractor

Change Description given on the following pages

Verbal Approval Given By: Roger Krieger	Verbal Approval Date: 11/8/2017	Working Days +/-: +0 working days
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Original Contract Amount: \$442,761.39	Current Contract Amount: \$442,761.39	Est. Net Change This C.O.: \$13,987.45	Est. Contract Amount After C.O.: \$456,748.84
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If the amount authorized in the Local Agency Agreement is exceeded and federal funds are not available for this change, the Local Agency will assume the total cost of this Change Order.

<input checked="" type="checkbox"/> Approval Recommended <input type="checkbox"/> Approved	Approved
_____	_____
Project Engineer	Approving Authority per C.A. Agreement
_____	_____
Date	Date
<input type="checkbox"/> Approval Recommended	Approved
_____	_____
By Prime Contractor	Signature _____ Date _____
_____	_____
Date	Representing

Contract Number: JUB #70-16-034	Contract Title: City of Deer Park N. Dalton Field Well #3 Well House and Piping Phase	Change Order Number: 1
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Change Description:

This Contract is revised as follows:

Change Order Item 1-1: Install Emergency Electrical Plug, Updated Wiring Schedule

After the bid opening, the Department of Health requested that an emergency power generator plug be installed at the new well house. The City of Deer Park has a mobile generator to provide temporary power for its facilities. The City has provided information to the Contractor for furnishing an electrical plug compatible with the City emergency power equipment. AEI Engineers has provided instructions for installing new plug receptacle and manual power switch within the well building. An updated conduit and wire schedule was also provided to the contractor for implementation. New electrical sheets E2, E3, and E4 are to replace the previous drafts of the sheets.

Work to be completed includes, but is not limited to: materials and labor to install emergency power generator receptacle that is compatible with City of Deer Park equipment (200 amp, 480 volt, 3 phase, 4 wire, NEMA 4X), new manual transfer switch (200 amp, 480 volt, 3 phase 4 wire), update the wiring and conduit schedule (per sheet E3), and construct electrical components according to updated electrical sheets E2, E3, and E4.

Change Order Item 1-2: Control Input Change

Per request for information (RFI) #5, the 4-channel Analog Input card originally specified needs to be changed to an 8-channel Analog Input card to accommodate the control channels for the well level transducer and other controls.

Work to be completed includes, but is not limited to: materials and labor to install 8-channel Analog Input card instead of a 4-channel unit and wire the spares to the fuse block.

Change Order Item 1-3: Add Wires to Conduit P-3

Per RFI #7, one additional #10 AWG wire needs to be added to conduit P-3, bringing the total to three #10 AWG wires.

Work to be completed includes, but is not limited to: materials and labor to install one (1) additional #10 AWG wire to conduit P-3.

Change Order Item 1-4: Add Exterior Rated Receptacle

Per RFI #6, an exterior rated power receptacle is required near the HVAC unit, per inspections from Labor and Industries (L&I).

Work to be completed includes, but is not limited to: materials and labor to install weatherproof GFI receptacle on exterior wall of building between the HVAC unit and the pump room doors.

Summary of Contract Cost Changes

Bid Item	Item Description	Unit	QTY	Unit Price	Item Total Cost
CO1-1	Install Emergency Electrical Plug, Manual Switch	LS	1	\$ 11,406.08	\$ 11,406.08
CO1-2	Control Input Change	LS	1	\$ 791.84	\$ 791.84
CO1-3	Add Wires to Conduit P-3	LS	1	\$ 123.20	\$ 123.20
CO1-4	Add Exterior Rated Receptacle	LS	1	\$ 618.24	\$ 618.24
Total Proposed					\$ 12,939.36
Sales Tax @ 8.1%					\$ 1,048.09
Total Change Amount					\$ 13,987.45

Original Contract Amount	\$ 442,761.39
Contract Before Change Order	\$ 442,761.39
Change Order Amount	\$ 13,987.45
Contract After Change Order	\$ 456,748.84

RESOLUTION NO. 2017-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, ADOPTING A NEW DISPOSAL OF SURPLUS CITY ASSETS POLICY AND REPEALING RESOLUTION NO. 2012-002.

WHEREAS, the Mayor recommends the City Council modify the City's existing surplus property disposition procedures as set forth in this Resolution; and

WHEREAS, the City Council has reviewed the provisions of this Resolution and determined that adoption of the policies and procedures set forth in this Resolution are in the best interests of the City; NOW, THEREFORE,

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

Section 1. A disposal of surplus City assets policy and related procedures are adopted and approved as follows:

- A. **Council Determines Surplus.** Assets of the City that are no longer useable, are no longer of value to the City, or are surplus to the City's needs may not be removed from City ownership, sold, or in any other way disposed without a declaration by the City Council.
- B. **Reassignment of Assets.** When a City department makes a determination that an asset is surplus to its needs; notification shall be made to the Mayor and City Clerk. Prior to bringing the item to the City Council for determination of whether a declaration of surplus should be granted, the

Mayor shall evaluate whether the asset should be reassigned within the City where it can be of use or value.

- C. **Minimum Requirements.** If it is not reasonable and in the best interests of the City to reassign the asset, the City Clerk shall prepare the asset for a determination by the City Council. Each asset requiring a declaration of surplus must have a value assigned and a recommended method of disposal.
- D. **Methods of Disposal.** Primary methods of disposal to the general public are recognized as sealed bid, trade-in, or auction. Other methods of disposal to the general public must be clearly detailed in writing and must be pre-approved by the City Council.

The City Council may transfer a surplus asset to another public agency upon written request and a determination that it is in the public interest to do so. Such request shall specify the asset and the inability of the transferee agency to otherwise afford to buy it. For transfers to another public agency, the City Council may elect to authorize the Mayor to trade for another asset, negotiate payment, or transfer the asset without compensation.

- E. **Real Estate, Assets over \$50,000 and Utility Assets.** The surplus of real estate, assets over \$50,000 (RCW 39.33.020), and utility assets (Chapter 35.94 RCW), shall be processed pursuant to requirements of state law and as approved by the City Council.
- F. **Final Determination of Value.** When disposal is made to the general public through sealed bid or auction, final determination of value shall be the highest responsible bid or offer in excess of any minimum bid about established by the City Council.
- G. **Conflicts and Prohibited Action.** The Mayor, City Council members, and City employees shall be prohibited from acquiring or purchasing assets of the City declared surplus by the City Council and disposed of pursuant to this policy, except in instances when a sealed bidding process is used to dispose of the asset, in which cases, the Mayor, City Council members, and City employees may participate as members of the general public may participate in such process provided that this participation does not conflict with the then current City conflicts of interest policies or state laws.

Section 2. Resolution 2012-002 is hereby repealed.

Section 3. Severability. If any section, sentence, clause or phrase of this Resolution should 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 Resolution.

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

RESOLVED the _____ day of _____, 2017.

APPROVED:

MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER

ORDINANCE 2017-970

**AN ORDINANCE OF THE CITY OF DEER PARK,
WASHINGTON, COUNTY OF SPOKANE, TO SET THE
AMOUNT TO BE RAISED BY AD VALOREM TAXES IN THE
YEAR 2018.**

WHEREAS, the City of Deer Park (“City”) approved the following for 2017:

Amount levied in year 2017- \$275,000

Current Budget certification - \$295,000; and

WHEREAS, the City has met and considered its budget for the calendar year of 2018; and

WHEREAS, the population of the City is under 10,000; and

WHEREAS, the City after hearing and after duly considering all relevant evidence and testimony presented, determined that the City requires a regular levy in the amount of \$280,000, which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and after refunds are made, in order to discharge the expected expenses and obligations of the City; now, therefore,

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

Section 1: Recitals. The Recitals are made a part of this Ordinance as if set forth in full.

Section 2: Tax Levy. An increase over the 2017 regular tax levy is hereby authorized for the 2018 levy in the amount of \$2,630.17, which is a percentage increase of 1% from the previous year.

This increase is in addition to any additional revenue to be paid over to the City as a result of the addition of new construction and improvements to property, any increase in the value of state assessed property, any additional amounts resulting from any annexations that have occurred, and the amount of any refunds made.

Section 3: Banking. The City Council does specifically intend to “bank” as provided in RCW 84.55.092 and WAC 458-19-065 the future levy capacity of the City which would have been allowed and available in 2017 as calculated by multiplying the 2017 tax levy by 101 percent.

Section 4: Notice to Spokane County. Pursuant to RCW 84.52.020, the City Clerk/Treasurer shall certify to the County Legislative Authority a true and correct copy of this Ordinance, as well as, the budget estimates adopted by the City Council in order to provide for and direct that the taxes levied herein shall be collected and paid to the City Clerk/Treasurer of the City of Deer Park at the time and in the manner provided by the laws of the State of Washington.

Section 5: Severability. If any section, sentence, clause or phrase of this Ordinance should 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 6: Effective Date. 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 7: Three Reading Waiver. The Council hereby waives the three reading process due to time being of the essence for the passing of this ordinance.

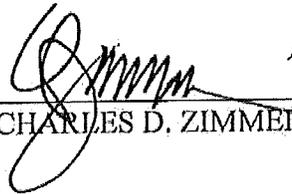
APPROVED:

MAYOR ROBERT WHISMAN

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>11/09/2017</u>
PASSED BY THE CITY COUNCIL :	_____
PUBLISHED :	_____
EFFECTIVE DATE :	_____
ORDINANCE NO. :	<u>2017-970</u>

SUMMARY OF ORDINANCE NO.2017-970

of the City of Deer Park, Washington

On the _____ day of _____ 2017, the City Council of the City of Deer Park, passed Ordinance No. 2017-970. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON,
COUNTY OF SPOKANE, TO SET THE AMOUNT TO BE RAISED
BY AD VALOREM TAXES IN THE YEAR 2018.

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

DATED this _____ day of _____, 2017

DEBY CRAGUN, CITY CLERK

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 **36190 through 36224 including EFT Debits in the amount of \$290,715.86.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **36190 through 36224 including EFT Debits in the amount of \$290,715.86 this 15th day of November 2017.**

Vouchers Last Half Oct 2017

Number	Vendor Name	Account Description	Amount
36190	American Linen	Fresheners	\$69.07
		Floor Mat Changes	\$201.17
		Check Total:	\$270.24
36191	Anatek Labs	Water Testing	\$80.00
36192	Brown Bearing Company Inc	Airport - Supplies	\$35.74
36193	Canon Financial Services, INC	Airport Copier Contract Pymt Oct 2017	\$56.97
36194	Centurylink	Long Distance Charges - Oct 2017	\$52.61
36195	Consolidated Electrical Distributors Inc.	Street Lights	\$106.82
36196	Costco Membership	Annual Renewel	\$240.00
36197	DW Excavating, Inc.	N. Dalton Well #3 Building & Piping	\$137,403.94
36198	Fastenal	City Shop Supplies	\$5.66
36199	Ferguson Waterworks	Radio Read Meters	\$3,470.72
		Supplies	\$72.97
		Check Total:	\$3,543.69
36200	Inland Empire Utility	3rd Qtr 2017 Locate Charges	\$71.00
36201	Jub Engineers, Inc.	N. Dalton Well	\$18,293.22
		W. Crawford Preservation Construction	\$32,905.59
		Waterline Extension	\$1,679.21
		WW Storage Lagoon Liner Replacement	\$5,704.67
		Check Total:	\$58,582.69
36202	Lounsberry Development LLC	Lease Payment VFW Park 2017	\$10.00
36203	Napa Auto Parts	Supplies	\$691.25
36204	National Barricade	Supplies	\$293.76
36205	Northwest Radiator	Repair & Maintenance - Airport	\$4,668.12
36206	Off. of The St. Treasurer	Building Code Fee Remittance 3rd Qtr '17	\$143.50
36207	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$826.19
		Professional Services	\$1,814.73
		W/W Legal Fees	\$1,102.79
		Check Total:	\$3,743.71
36208	Pat's Plumbing & Irrigation Supply	Airport - Supplies	\$6.90
36209	Reliance Janitorial	City Hall Janitorial Services Oct 2017	\$490.00
36210	Ricoh USA, Inc	City Hall Copier Contract Pymt Oct 2017	\$208.62
		Supplies	\$314.52
		Check Total:	\$523.14
36211	RWC International, Ltd	Air Tank - City Street Sweeper	\$477.66
36212	Salt Distributors, Inc	Road Salt	\$3,509.03

36213	Schultz's Aviation, LLC	Management Contract Oct 2017	\$8,154.17
36214	SME Solutions, LLC	Airport Professional Services	\$950.00
		Airport Repair & Maintenance	\$233.78
		Check Total:	\$1,183.78
36215	Soiltest Farm Consultants, Inc	Spray Field Soil Testing	\$100.00
36216	Spokane County District Court	Judicial Services Sept 2017	\$839.35
36217	Spokane County Treasurer	Spokane CO Jail Services - Oct 2017	\$3,335.14
36218	Spokane County Treasurer/SCRAPS	Spokane County Animal Control - Oct 2017	\$849.36
36219	Spokane County Treasurer's Office	Law Enforc Contract - Oct 2017, Deputy Retro Pymt, 3rd Qtr 2017 Cadrms.	\$58,265.35
		Spok County Extra Duty Officer	\$605.60
		Check Total:	\$58,870.95
36220	Spokane House of Hose	Airport - Supplies	\$124.80
36221	SWS Equipment	Vactor Truck Tools & Equipment	\$291.87
36222	Tribune	Advertising	\$43.00
		Communications	\$13.30
		Check Total:	\$56.30
36223	Washington State Auditor	State Auditor Fees 2016 Services	\$931.00
36224	Young Gun Industries	S. Dalton Generator. Custom Metal Cutting	\$158.71
EFT Debit	United States Postal Svc	Communications	\$814.00
Postage Refill			
October 2017			

Grand Total

\$290,715.86

Total Accounts Payable for Checks #36190 Through #36224 & EFT Debit Postage Refill October 2017

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 **36225 through 36260 including EFT Debits in the amount of \$141,087.98.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **36225 through 36260 including EFT Debits in the amount of \$141,087.98 this 15th day of November 2017.**

Vouchers 1st Half Nov 2017

Number	Vendor Name	Account Description	Amount
36225	Advanced Underground Utility Locating Inc	S. Dalton Well - Storm Drain Removal	\$170.00
36226	Airside Solutions, Inc.	Airport Supplies	\$339.02
36227	American Linen	Fresheners	\$153.94
		Floor Mat Changes	\$201.17
		Check Total:	\$355.11
36228	Anatek Labs	Water/Wastewater Testing	\$425.00
36229	Avista Utilities	Avista Lower Lvl City Hall	\$19.08
		Oct 2017 Avista Electric Bills	\$15,449.12
		Check Total:	\$15,468.20
36230	Carolina GSE, Inc.	Trans Out-416 Airport Grant	\$4,059.41
36231	Centurylink	Oct 2017 Phone/Fax Charges	\$1,781.62
36232	City of Deer Park	Water Bills Oct 2017	\$1,432.01
36233	City of Deer Park	Oct 2017 Fuel Surcharge 1433 Gal	\$143.30
36234	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$18,692.73
36235	City Service Valcon, LLC	City Equip Fuel	\$1,849.46
		Terminal Maint Fee	\$16.00
		Airport Supplies - Fuel Parts	\$3,965.87
		Airport Vehicle Fuel	\$349.60
		Check Total:	\$6,180.93
36236	Code Publishing CO	2017-2018 Web Hosting & Support	\$485.13
36237	Deer Park Ace Hardware	Hardware Charges	\$355.72
36238	Deer Park Chamber of Commerce	Chamber Assistance Pymnt	\$700.00
		Visitor Information & Tourism Promotion	\$250.00
		Check Total:	\$950.00
36239	Department of Ecology	M. Lewis WW Cert Annual Renewal	\$30.00
36240	H.D. Fowler Company	Water Items Purchased For Resale	\$147.17
36241	Horizon	Water Supplies	\$21.41
36242	Jub Engineers, Inc.	Invoice 111937 Underpayment	\$4,001.47
36243	Krieger, Roger	Reimbursement - JobSite Boot Purchase	\$300.00
36244	Magnuson, Waldo	Airport Professional Services	\$240.45
36245	N.A. Degerstrom, Inc.	FAA AIP #23 - Pavement	\$64,765.95
36246	Napa Auto Parts	Supplies	\$684.11
36247	Pacific Petroleum And Supply	Airport Oil & Supplies	\$773.21
36248	Postlewait Code LLC	Spokane CO Bldg/plan Checks	\$3,919.12
36249	Schultz's Aviation, LLC	Oct 2017 Fuel Surcharge 1433 Gal	\$143.30
36250	Spokane Concrete Cutting	Pool Deck Concrete Removal	\$1,381.52

36251	Spokane County Treasurer	Alcoholism/substance Abuse	\$254.86
36252	Spokane County Treasurer/Engineering & Roads	Road Cold Mix - Pot Hole Patch	\$1,125.84
36253	Spokesman-Review	Ads And Legals	\$1,371.33
36254	The Drain Specialists	S. Dalton Drain Root Removal	\$139.45
36255	Tokay Software	Annual Support 2018	\$380.00
36256	Verizon Wireless	City Cell Phone Charges	\$253.92
		Supplies	\$35.70
		Check Total:	\$289.62
36257	Washington Trust Bank	City Credit Card Charges	(\$41.12)
		R & M Cenex Spray	\$22.47
		Spokane CO Bldg/plan Checks	\$474.21
		Supplies	\$407.31
		Tools & Equipment	\$174.04
		Travel/training	\$794.22
		Check Total:	\$1,831.13
36258	Waste Management	Clean Dumpster Rent, Airport Weekly	\$517.87
36259	White Block	Sewer Rings	\$458.42
36260	Young Gun Industries	S. Dalton Emergency Generator Lift Parts	\$75.32
EFT Debit Combined Excise Oct. 2017	State of Washington	Excise Tax Remittance	\$5,676.74
		Fuel Sales Tax	\$1,721.51
		Check Total:	\$7,398.25
	Grand Total		\$141,087.98
Total Accounts Payable for Checks #36225 Through #36260 & EFT Debit Combined Excise Oct. 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 12734 through 12774 including 941 Taxes in the amount of \$112,500.76.

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12734 through 12774 including 941 Taxes in the amount of \$112,500.76 this 15th day of November 2017.

**EXTENSION AND AMENDMENT NO. 2 OF
CITY OF DEER PARK
WATER DEPARTMENT FARMING AGREEMENT**

This Extension and Amendment No. 2 Agreement ("Extension No. 2") is entered into between the City of Deer Park, Washington, hereinafter referred to as "Owner" and Kenneth Greer, hereinafter referred to as "Farmer." This Extension No. 2 extends the existing Water Department Farming Agreement with an effective date of June 5, 2007, by and between the parties (the "Agreement") as extended by the Extension and Amendment of City of Deer Park Water Department Farming Agreement executed by the parties and effective as of June 5, 2012 ("Extension No. 1"). Extension No. 1 extended the Agreement through September 31, 2017. This Extension No. 2 extends the Agreement for an additional period of five years commencing October 1, 2017 and ending on September 31, 2022, unless otherwise terminated or cancelled pursuant to the terms of the Agreement.

The Premises as to which this Extension No. 2 and the Agreement apply is the Deer Park Water Department land located in Spokane County, Washington and described as follows:

The Northwest quarter of Section 26, Township 29, Range 43 E, W.M., EXCEPT the East 660 feet of the South 1,000 feet, Spokane County, Washington. Further described as located on the Southwest corner of N. Dalton, and W. Montgomery Roads.

Except as extended and otherwise amended by this Extension No. 2, the remaining terms and conditions of the Agreement are reaffirmed as in force and shall be applicable during the term of this Extension No. 2.

The Parties have reviewed the provisions of Paragraph IV (C) of the Agreement and determined that the manner and method of sharing expenses and revenues should remain unchanged for the term of this Extension No. 2.

This Extension No. 2 shall be effective as of the 1st day of October, 2017.

APPROVED by the City Council of the City of Deer Park, Washington at an Open Public Meeting the _____ day of _____ 2017.

APPROVED by Kenneth Greer, the Farmer, the 25 day of October, 2017.

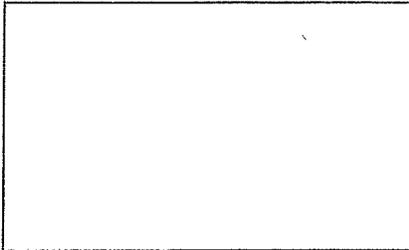
By: _____
ROBERT WHISMAN, Mayor

By: 
KENNETH GREER

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

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

Dated: _____

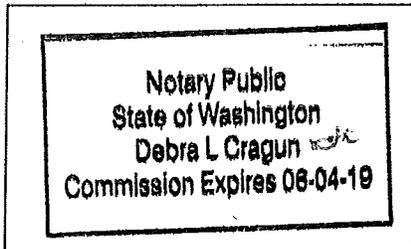


Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that Kenneth Greer is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 25 October 2017



Debra L Cragun
Notary Public
Print Name Debra L Cragun
My commission expires 06-04-2019

Deer Park Municipal Airport USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and Spokane County, Washington (hereinafter "SPOKANE COUNTY" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the 12th day of October, 2017 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to SPOKANE COUNTY the following premises (the "Premises"):

Eastern one-half of Airport Storage Building located at 712 N. Cedar Road, Deer Park, WA.

B. **Use of Premises.** The Premises shall only be used for storage of the SKID CAR and TRAILER, and for no other purpose without the prior written approval of the City.

C. **Rules and Regulations.** SPOKANE COUNTY 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. SPOKANE COUNTY 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 six (6) month's beginning on October 12, 2017 and terminating May 15, 2018.

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

One Hundred fifty dollars (\$150.00) per month 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 December 2017, and May 15, 2018, or upon earlier vacation of the space. If SPOKANE COUNTY 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, SPOKANE COUNTY shall be deemed to be in default of this Use Agreement. See paragraph 13 for default terms.

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

6. **COMPLIANCE WITH LAWS.** SPOKANE COUNTY shall comply with all state, federal and local laws and regulations and the rules of the City, as amended from time to time. SPOKANE COUNTY

shall indemnify, defend, and hold the City harmless from all expense directly or indirectly related to the noncompliance by SPOKANE COUNTY of governing law, regulations and/or rules of the City.

SPOKANE COUNTY expressly represents that all of SPOKANE COUNTY's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that SPOKANE COUNTY 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.** SPOKANE COUNTY shall limit access to the SKID CAR and TRAILER to SPOKANE COUNTY, 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 Cedar 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.** SPOKANE COUNTY 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 SPOKANE COUNTY in, on or about the Premises by SPOKANE COUNTY, its employees, agents, volunteers and invitees. SPOKANE COUNTY agrees to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by SPOKANE COUNTY 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 SPOKANE COUNTY's employees, agents, volunteers and invitees while engaging in or arising from SPOKANE COUNTY'S use of the Airport pursuant to the terms of this Use Agreement.

In addition Spokane COUNTY certifies that it is a member of the Washington Counties Risk Pool (WCRP), as provided by RCW 48.62.031. SPOKANE COUNTY is covered by the WCRP's Joint Memorandum of Liability Coverage Document.

As evidence of the coverage required by this Use Agreement, SPOKANE COUNTY shall furnish an acceptable Memorandum of Liability Coverage (MLC) as proof of membership in the Washington Counties Risk Pool to the CITY within fourteen (14) days of approval of this Use Agreement by SPOKANE COUNTY.

There shall be no cancellation, material change, reduction of limits or intent not to renew the liability coverage(s) without thirty (30) days written notice from SPOKANE COUNTY or the WCRP to the CITY.

11. **ASSIGNMENT OR SUBLEASE.** SPOKANE COUNTY shall not assign, transfer or sublet the Premises.

12. **TERMINATION-HOLDING OVER.** Upon termination, SPOKANE COUNTY shall return the Premises and adjoining areas used by SPOKANE COUNTY to the City in clean condition, and in a condition acceptable to the City. If SPOKANE COUNTY shall, without the consent of the City, hold over

after the expiration or termination of the tenancy, SPOKANE COUNTY shall pay to the City the rate of one and one-half (1 ½) times the then current rent, and SPOKANE COUNTY 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 SPOKANE COUNTY without cause.

13. **DEFAULTS.** Time is of the essence, and if SPOKANE COUNTY is in default under this Use Agreement the City may immediately terminate this tenancy after having given SPOKANE COUNTY 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 SPOKANE COUNTY 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, SPOKANE COUNTY 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 SPOKANE COUNTY shall not be deemed a waiver of such default. No waiver by the City of any default by SPOKANE COUNTY shall be construed to be a waiver of any subsequent default by SPOKANE COUNTY.

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.** SPOKANE COUNTY 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, SPOKANE COUNTY, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, SPOKANE COUNTY 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.** SPOKANE COUNTY 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 SPOKANE COUNTY. SPOKANE COUNTY 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 SPOKANE COUNTY'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. SPOKANE COUNTY 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.	Spokane County Office:
PO Box F	Stephen R. Bartel, Director
Deer Park WA 99006	Spokane County Risk Management
(509)276-8802	1033 W. Gardner
	Spokane, WA. 99260
	(509)477-6101

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: STEPHEN R. BARTEL