City of Deer Park
City Council Agenda
March 01, 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 February 15, 2017 regular council meeting minutes**

6. **New Business**
   A. Cooperation Agreement for Community Development Block Grant Funds
   B. DNR Forest Stewardship Plan

7. **Resolutions**
   A.

8. **Consent Agenda**
   A. Approval of Voucher Claim Check Nos. 35572 through 35599 including EFT Debits in the amount of $72,791.66 for the Second Half of February 2017.
   B. Approval of Payroll Check Nos. 12482 through 12510 including 941 Taxes in the amount of $92,077.59 for the month of February 2017.
   C. Deer Park Municipal Airport Use Agreement ~ Autosports NW.
   D. 4th of July Display Agreement ~ Rocketman Pyros, LLC.
   E. Deer Park Municipal Airport Use Agreement ~ Spokane Police Department.
   F. Deer Park Municipal Airport Use Agreement ~ WA State Criminal Justice Training Commission.

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

10. **Report of Officers**

11. **Executive Session**
    A. Potential Litigation

12. **Adjournment**

Americans with Disabilities Act (ADA) accommodations provided upon request

City of Deer Park
City Council Minutes
February 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, Tim Verzal, Don Stevens and Joe Polowski
Staff:	Roger Krieger and Brian Ramsden
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Fire Chief District #4	Randy Johnson
Clerk/Treasurer:	Deby Cragun
Audience: 22	

2. Invocation

Pastor Jim Bridges from the Mountain Lakes Church in Loon Lake 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 January 18, 2017 regular council meeting minutes.

IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (5-0) TO APPROVE THE JANUARY 18, 2017 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

A. Eagle Scout Presentation ~ Ryan C. Warner

Mayor Whisman presented Ryan C. Warner with an Eagle Scout knife in recognition of obtaining his Eagle Scout Badge.

B. Emergency Response Communication Tax Renewal Presentation ~ Spokane County Sheriff

Undersheriff Jeff Tower discussed the 1/10th of one percent Emergency Response Communication Tax renewal with the Mayor and Council.

7. Resolutions

A. Resolution 2017-002 ~ 2017 Fee Resolution Update

Mayor Whisman read the heading to Resolution 2017-002

Following discussion,

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

APPROVE RESOLUTION 2017-002 ~ 2017 FEE RESOLUTION SETTING ADMINISTRATIVE & UTILITY FEES REPEALING RESOLUTION 2016-009

MOTION CARRIED 5-0.

B. Resolution 2017-003 ~ Authorizing City Clerk/Treasurer to Execute Federal Funding Related Documents.

Mayor Whisman read the heading to Resolution 2017-003.

Following discussion,

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

APPROVE RESOLUTION 2017-003 ~ AUTHORIZING CITY CLERK/TREASURER TO EXECUTE FEDERAL FUNDING RELATED DOCUMENTS.

MOTION CARRIED 5-0.

8. Ordinances

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 POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.

A. Approval of Voucher Claim Check Nos. 35503 through 35536 including EFT Debits in the amount of $124,078.21 for the Last Half of January 2017.
B. Approval of Voucher Claim Check Nos. 35537 through 35571 including EFT Debits in the amount of $154,206.42 for First Half February 2017.
C. Approval of Payroll Check Nos. 12452 through 12481 including 941 Taxes in the amount of $96,152.79 for the month of January 2017.

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

Fire Chief Randy Johnson gave an update on the progress of the new Fire Station.

Jim from the Vape Smoke store located at 2 W. Crawford discussed the areas overabundance of snow and how it is impeding on his customer parking area.

11. Report of Departments

Roger Krieger stated the City was awarded a CDBG Block Grant in the amount of $297,000.00 for the new N. Dalton Well Project.
Darold Schultz stated there has been lots of snow plowing.

Deby Cragun stated the Council was handed their January 2017 Month End Reports. 2016 is getting close to being buttoned up.

12. Report of Officers

Councilmember Stevens complimented the City Crew on their snow removal efforts this season.

13. Executive Session

There was no executive session.

14. Adjournment

There being no further business before the Council, Mayor Whisman adjourned the meeting at 7:56 P.M.

Mayor Robert Whisman

Deby Cragun, City Clerk/Treasurer

COOPERATION AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
AND RELATED FUNDS (HOME, AHTF, HHAA)

THIS AGREEMENT, made and entered into by and between Spokane County (hereinafter called the County) and the City of Deer Park (hereinafter called the City) this ____ day of _____, 2017.

WITNESSETH

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2018, 2019, and 2020; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG and HOME Entitlement Program with the County; and

WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the State Interlocal Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program and the HOME Investment Partnership Program (HOME).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2018, 2019, and 2020, the years during which the City is participating in the Spokane County CDBG and HOME Program.

2. The City may not participate in a HOME consortium except through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.

3. The Spokane County urban county qualification period is federal fiscal years 2018, 2019, and 2020.

4. This Agreement remains in effect until the CDBG and HOME funds and income received for federal fiscal years 2018, 2019, and 2020 are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect.

5. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

6. The County and the City will take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. This includes the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as well as obligation to comply with other applicable laws.

7. The County will not use CDBG or HOME funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

8. The City has adopted and is enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, b) a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

9. The County and the City will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.

10. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.

11. The County and City are subject to the same requirements applicable to CDBG subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

12. The County and City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

13. The City agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.

14. The Spokane County's Housing and Community Development Advisory Committee will review CDBG, HOME, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.

15. The Spokane County's Housing and Community Development Advisory Committee will include a representative of the City appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the City.

This Agreement is entered into on this _____day of _____, 2017 by:

City of Deer Park	Spokane County
_____	_____
Honorable Robert Whisman Mayor	Al French Chair, Spokane County Board of Commissioners

WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

For DNR Use Only	
Date Received	
Referred to	

Eastern Washington Forest Landowner
COST-SHARE APPLICATION

Valid for October 1, 2014 to September 30, 2015

CONTACT INFORMATION

Landowner(s): City of Deer Park

Mailing address: P.O. Box F

City: Deer Park; State: WA; Zip code: 99006

Daytime phone: 509-276-3379; Cell: _____; Email: deerparkairport@gmail.com

PROPERTY INFORMATION – Please attach a map or copy of an aerial photo to help locate the property.

County: Spokane; Nearest town: Deer Park; Forested Acres: 960

Legal Description (if known): ¼ Section: _____; ½ Section: _____;

Section: 29 & 32; Township: 29N; Range: 43E

Tax parcel number(s): 39294.0006 & 39321.0001

Property can be accessed from Missile Site road.

Does this property have a DNR approved Forest Stewardship Plan? ☒ Yes; ☐ No

If not, do you wish to apply for cost-share funds to hire a private consulting forester to develop one? ☐ Yes; ☐ No

Name of consulting forester (if known); Northwest Management, Inc.

Mailing address: P.O. Box 1103

City: Deer Park; State: WA; Zip code: 99006

Phone: 509-276-4699; Email: crossley@nmi2.com

Approximate number of acres you wish to treat: 35

PLEASE READ THE FOLLOWING CAREFULLY AND SIGN THE LAST PAGE

Forest Landowner Cost-Share Program Terms, Conditions, and Requirements

- Landowner Eligibility Requirement: The applicant must be a non-federal owner of no more than 5,000 forested acres within the state of Washington. Public agencies are exempt from the maximum acreage limitation.
- Minimum Ownership Requirement : Forest Stewardship Plans – minimum of 20 forested acres. All other practices: No minimum acreage.
- Maximum Ownership Limit: The applicant must own no more than a total of five thousand (5,000) forested acres in the state of Washington. Public agencies are exempt from the maximum acreage limitation.
- Minimum Cost-Share Approval: Applications must be for a minimum of five hundred dollars ($500) in cost-share funds.
- Maximum Cost-Share Payment : The maximum total potential cost-share that you can be paid will be stated in your approval letter. Assuming all conditions of the program are met, you will be paid either 50% of your total documented cost OR the "not to exceed" rate stated in the instructions for this application, whichever amount is less. If you complete less work than you were originally approved for, your payment will be proportionately less.
- Minimum Treatment Acreage: Forest Stewardship Plans – plan must be for a minimum of 20 acres. All other practices: No minimum treatment acreage.
- Maximum Treatment Acreage: There is no maximum treatment acreage.
- Cost-Share Rate Limit: Your payment cannot exceed the per acre "not to exceed" rates stated in this application, or 50% of your actual cost, whichever amount is less.
- Matching Funds Requirement/Other Cost-Share and Financial Incentive Programs: Cost-share recipients must provide written documentation that they have provided a non-federal match for the funds they receive. Other federally-funded cost-share or financial incentive programs (e.g. EQIP) **cannot** be used to fund the same practices on the same acres as this program.
- Prior Written Approval Requirement: Formal written approval from the DNR cost-share program administrator is required before any work begins.
- Forest Stewardship Plan Requirement: A DNR approved Forest Stewardship Plan is required for ownerships with 40 or more forested acres. Exceptions to the above requirement may be made for:
  - Multi-owner projects being conducted under a Community Wildfire Protection Plan;
  - Public ownerships; or
  - When there are not adequate funds available to cost-share the preparation of a Forest Stewardship Plan. When a Forest Stewardship Plan is required, it must be completed and approved by DNR before payment can be made for any other cost-shared practices.
- Eligibility of Forest Stewardship Plans for Cost-Sharing: Plans are eligible for cost-sharing if they meet these criteria:
  - Plan is approved by DNR as meeting Forest Stewardship Plan standards;
  - Plan covers at least 20 forested acres;
  - Plan is prepared, for a fee, by a private sector natural resource professional acceptable to DNR. Plans prepared by persons with an ownership interest in the property are not eligible for cost-sharing. Plans prepared through the Forest Stewardship Coached Planning Shortcourse are not eligible for cost-sharing.

- Practices Must Meet Specifications: Cost-shared practices must meet written specifications provided, or approved, by DNR. Any change in specifications or practice extents requires written approval in advance from DNR. The applicant is responsible for having, and understanding, written practice specifications before any work commences.
- Non-Commercial Requirement: Cost-share payments are limited to non-commercial operations in which there was a net cost to the landowner to complete the work. In mixed stands, containing both commercial and non-commercial sized trees, only that portion of the acreage occupied by non-commercial trees is eligible.
- Slash Disposal: If slash (forest debris) disposal is included in the cost-share approval, the slash must be disposed of according to specifications (e.g. piled and burned, masticated (ground up), chipped, or removed from the site. If slash is disposed of by piling and burning, the piles must be burned before the practice expiration date. Unburned slash piles are not eligible for cost-share reimbursement. Disposal of slash created by commercial harvest is not eligible for cost-sharing, with the following exceptions:
  - In mixed stands containing commercial and non-commercial sized trees, only that portion of the slash resulting from non-commercial trees is eligible.
  - Slash treatment following commercial harvest is eligible in cases where the land has been sold and the new owner (cost-share applicant) did not receive a financial benefit from the harvest.
- Practices Must Meet Permit and Regulatory Requirements: The applicant is required to comply with all appropriate legal requirements, including obtaining appropriate permits (e.g. approved forest practices application) when required. No cost-share funds will be paid for any practice implemented without proper permits, or for any practice which is out of compliance with regulatory requirements at the time of completion.
- Cost Documentation Requirement : The applicant must provide DNR with acceptable written documentation (e.g. receipts from contractors and suppliers and/or time logs for do-it-yourself work) of costs incurred for each practice category for which cost-sharing is to be paid. Landowners may charge up to $20 per hour for do-it-yourself labor, for which they will be reimbursed at 50% up to $10/hour with total reimbursement not to exceed the stated per acre maximums.
- Timely Completion Requirement: Cost-shared practices must be completed, and reported to DNR, no later than the completion deadline stated in the application approval letter, at which time the approval expires and no cost-sharing will be paid. Applications cannot be renewed or extended.
- Ten Year Practice Maintenance Requirement: Cost-share recipients are required to maintain their properties in forest land use, and to protect and maintain cost-shared practices in a fully viable condition for a period of 10 years. Failure to meet this obligation may require the applicant to repay the government for all, or part, of the cost-share funds received. The landowner is not liable for practice failures caused by events or circumstances beyond their control. There is no obligation whatsoever after the 10 year period.
- Sale of Property: If the property is sold within the above-mentioned 10 year period, the original cost-share recipient retains responsibility for practice protection and maintenance unless the new owner advises DNR in writing that they are assuming this responsibility for the balance of the ten year period.
- Property Access: Applicants agree to allow DNR staff, or persons authorized by DNR, access to the property to determine cost-share needs, feasibility, and specifications; certify practice completion; and to determine compliance with the ten year practice maintenance requirement. Cost-share recipients are not required to allow public access to their properties.

- Submission of Forms and Payment Disclosure: Upon practice completion, cost-share claimants are required to submit forms specified by the DNR, the State Office of Financial Management (OFM), and the Internal Revenue Service (IRS) on which disclosure of the claimant's Social Security Number or federal Employer Identification Number is required. Payees must submit Washington State Payee Registration forms, or have an existing Payee Registration number on file, at the time payment is requested. The State of Washington may be required to report your cost-share payment to the IRS in compliance with that agency's regulations.
- Appeals: Applicants can appeal any program determination within 30 days by sending a detailed letter of appeal to: Forest Stewardship Program Manager, WA DNR, P.O. Box 47012, Olympia, WA 98504-7012.

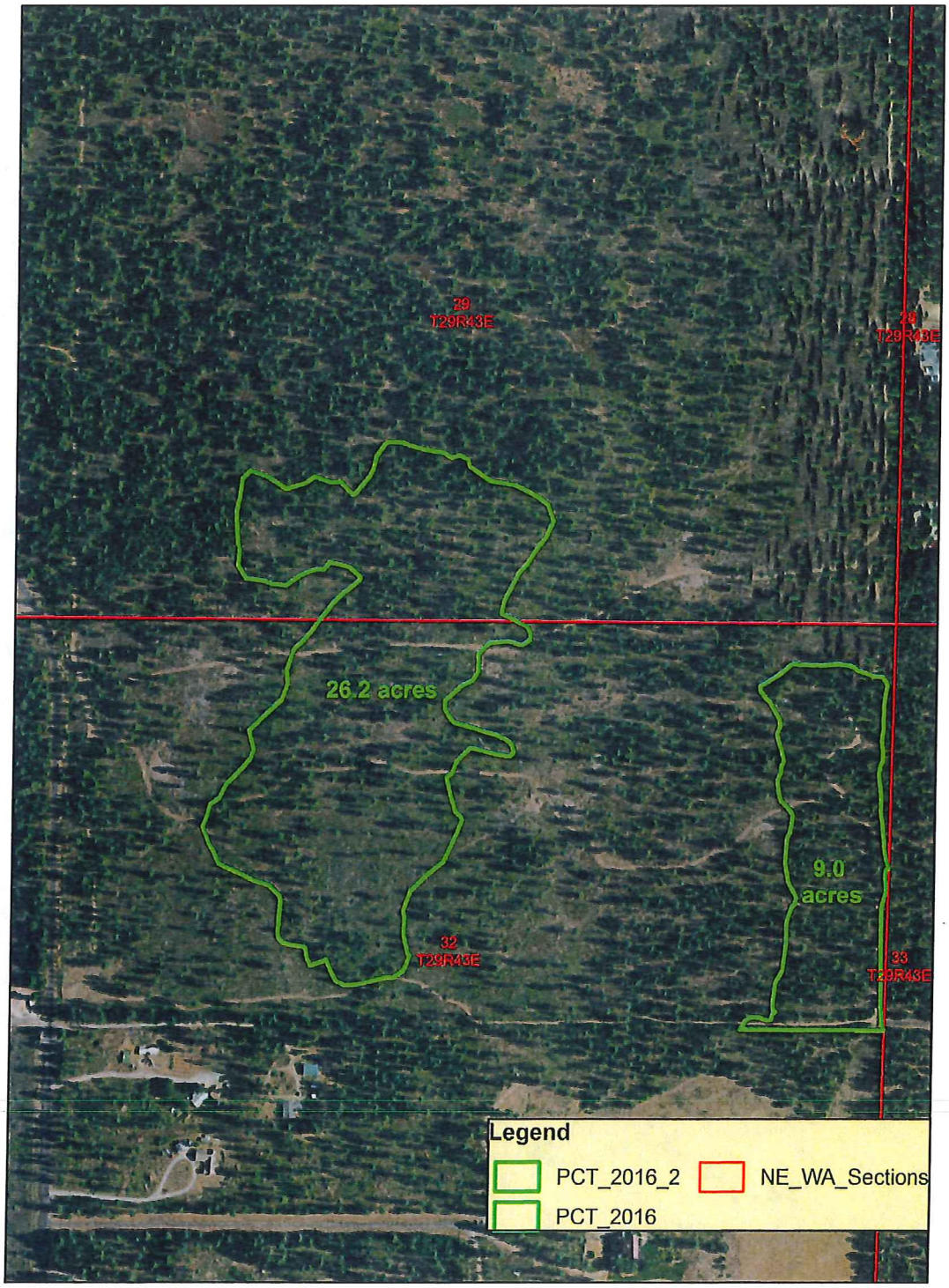
☐ I/we certify that the information in this application is correct; that I/we understand and agree to the terms, conditions and requirements of this program,

Name(s): _____; Date:_____

Please print and return to:

Washington DNR
Forest Stewardship Program
PO Box 47012
Olympia, WA 98504-7012

DP AIRPORT PCT 2016
Sectioins 29 & 32 T29N R43E



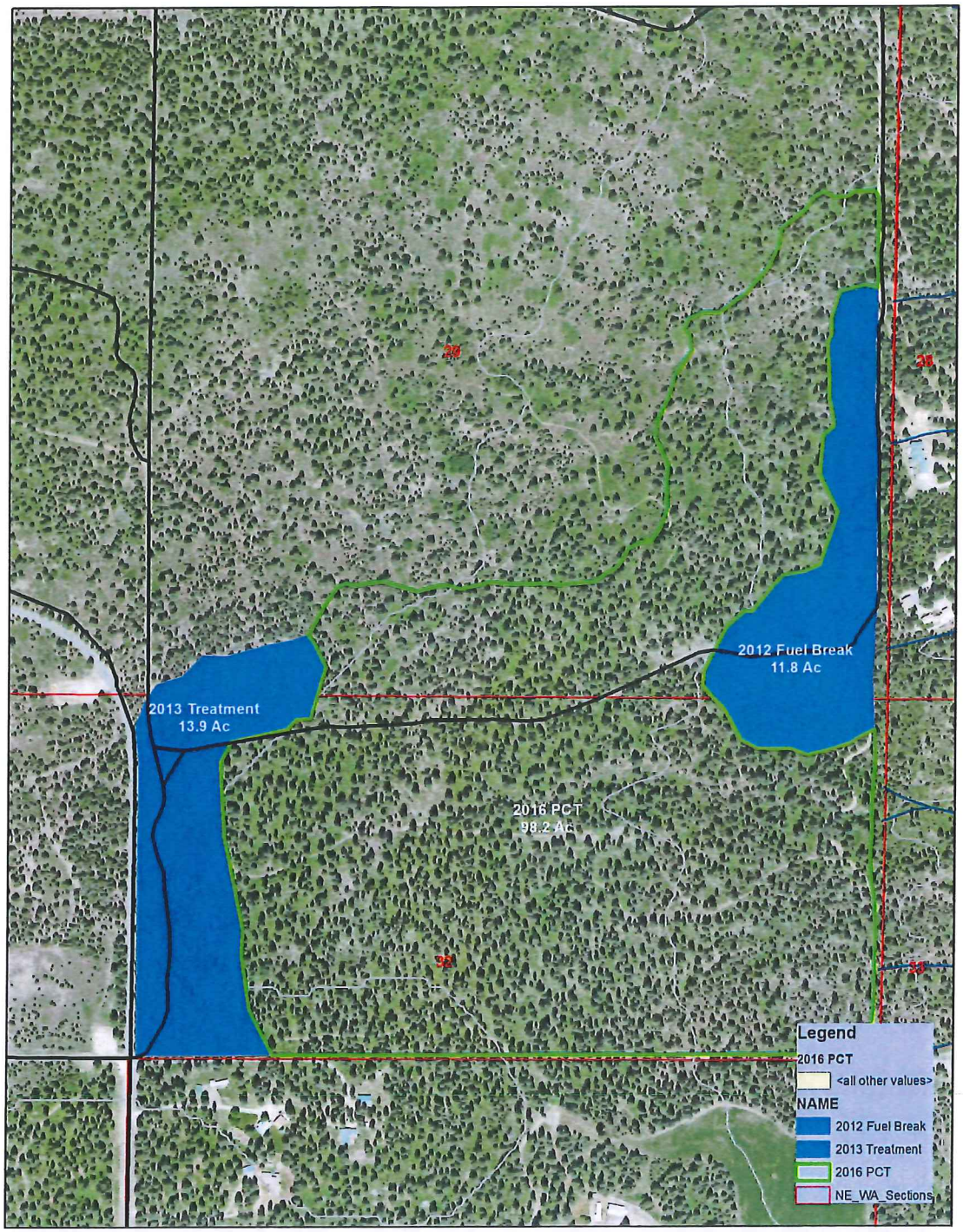
1:5,469.84

N

NORTHWEST
MANAGEMENT, INC.

Deer Park Airport PCT - 2016

Section 32 & 29 T29N R43E, W.M.



1 inch = 500 feet

NORTHWEST MANAGEMENT INC

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 **35572 through 35599 including EFT Debits in the amount of $72,791.66.**

_____

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the ***City of Deer Park*** approve the payment of Claims Checks numbered **35572 through 35599 including EFT Debits in the amount of $72,791.66 this 1st day of March 2017.**

_____ _____

_____ _____

_____

Vouchers Last Half Feb 2017

Number	Vendor Name	Account Description	Amount
35572	American Linen	Fresheners	$69.07
		Mat Changes	$201.17
		Check Total:	$270.24
35573	Anatek Labs	Water Testing	$80.00
35574	Avista Utilities	Electric Service Extension	$6,863.00
35575	Bi-Mart Corporation	Office Supplies	$6.88
35576	Canon Financial Services, INC	Airport Copier Charge	$56.97
35577	Cd'a Metals	Metal Supplies	$684.61
35578	Centurylink	Long Distance Charges Feb 2017	$47.13
35579	City Service Valcon, LLC	Terminal Maint Fee	$16.00
35580	Deer Park Air Center	Vac Truck Storage	$275.00
35581	Deer Park Summer Concert Series	2017 Sponsorship	$1,000.00
35582	Fastenal	Supplies	$304.79
35583	H & H Business Systems	Copier Image Charges	$17.82
35584	Industrial Communications	Radio Repair	$54.36
35585	Jub Engineers, Inc.	Crawford/Colville Design	$234.80
		FAA AIP #22 SRE	$4,875.11
		N. Dalton Well	$1,601.58
		Prof Svc/gma Comp Plan	$1,649.59
		W. Crawford Preservation Design	$7,818.32
		Waterline Extension	$560.35
		WW Comprehensive Plan Update	$12,355.40
		WW Storage Lagoon Liner Replacement	$12,564.71
		Check Total:	$41,659.86
35586	Laduke & Fogle Equipment	Airport Supplies	$169.50
35587	Lakeside Equipment Corporation	Wastewater Supplies	$79.99
35588	Napa Auto Parts	Supplies	$400.04
35589	Ogden/Murphy/Wallace PLLC	Crawford/Colville Design	$1,926.81
		Legal Services Rendered	$524.84
		Professional Services	$1,301.10
		W/W Legal Fees	$49.02
		Check Total:	$3,801.77
35590	Reliance Janitorial	Feb 2017 City Hall Janitorial Svcs	$490.00
35591	Ricoh USA, Inc	Feb 2017 City Hall Copier Contract Charge	$208.62
		Supplies	$128.79
		Check Total:	$337.41

35592	Schultz's Aviation, LLC	Feb 2017 Management Contract	$7,916.67
35593	Soiltest Farm Consultants, Inc	2016 Crop Report	$1,997.50
35594	Spokane County Treasurer	Spokane CO Jail Services	$3,335.14
35595	Spokane County Treasurer/SCRAPS	Feb 2017 Animal Control	$849.36
35596	Spokane House of Hose	Supplies	$419.76
35597	Spokane Power Tool	Supplies	$43.46
35598	Syn-Tech Systems, Inc.	Airport Phone Support	$656.71
35599	Wainwright, Brad	Reimbursement - Boot Purchase	$92.38
EFT Debit Acct. Analysis Fee	Washington Trust Bank	Professional Services	$83.31
EFT Debit Postage Refill 2/2017	United States Postal Svc	Communications	$782.00
	Grand Total		**$72,791.66**

Total Accounts Payable for Checks #35572 Through #35599 & EFT Debit Postage Refill 2/2017

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 **12482 through 12510 including 941 Taxes** in the amount of **$92,077.59.**

_____

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the ***City of Deer Park*** approve the payment of Payroll Checks numbered **12482 through 12510 including 941 Taxes** in the amount of **$92,077.59** this **1st day** of **March 2017.**

_____ _____

_____ _____

_____

RECEIVED
FEB 09 2017
CITY OF DEER PARK
(509) 276-8801

Deer Park Municipal Airport
USE AGREEMENT

THIS AGREEMENT is dated the 10th day of February, 2017 ("commencement date"), between the CITY OF DEER PARK, a Washington municipal corporation, (the "City") and AUTOSPORTS NORTHWEST, hereinafter referred to as "AUTOSPORTS NW".

1. **PREMISES**.

A. Premises. The City shall allow access to AUTOSPORTS NW the following premises (the "Premises"):

Portion of abandoned taxiway and adjacent unpaved land at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated November 10, 2008 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 AUTOSPORTS NW's intended purpose as a Rally Cross area.

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

C. Rules and Regulations. AUTOSPORTS NW 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. AUTOSPORTS NW agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, dust, 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 twelve months beginning on February 15, 2017 and terminating February 14, 2018

3. **RENTAL**. AUTOSPORTS NW shall pay to the City rental as follows: One Hundred ($115.00) per event plus $5.00 per registered driver.

Rent shall be due and payable within thirty (30) days of the associated event. If AUTOSPORTS NW 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, AUTOSPORTS NW shall be deemed to be in default of this agreement. See paragraph 13 for default terms

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

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

AUTOSPORTS NW expressly represents that all of AUTOSPORTS NW's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that AUTOSPORTS NW 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**. AUTOSPORTS NW shall limit rally cross activities to members and official rally cross registrants. All participants and visitors shall remain clear of active runways and taxiways. No participant shall cross any active runway to access rally cross event. 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**. AUTOSPORTS NW 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.

AutoSports NW shall notify the airport manager at least thirty (30) days prior to staging an event. Use of the premises shall be on a first come, first served basis. AutoSports NW is not guaranteed access to the area if other parties have made prior reservations.

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 of, or in any way related to the Premises, the use of the Premises or the operations of the AUTOSPORTS NW in, on or about the Premises by AUTOSPORTS NW or others. AUTOSPORTS NW agrees to indemnify, defend and save the City harmless from all claims, liabilities or expense arising from or related to AUTOSPORTS NW's leasing of the Premises including expense of litigation. In addition, AUTOSPORTS NW 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. AUTOSPORTS NW shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE**. AUTOSPORTS NW shall not assign, transfer or sublet the Premises.

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

The City reserves the right to terminate said Agreement upon ten (10) days written notice to the AUTOSPORTS NW without cause.

13. **DEFAULTS**. Time is of the essence, and if AUTOSPORTS NW is in default under this Agreement the City may immediately terminate this tenancy after having given AUTOSPORTS NW three (3) days notice in writing in the event of nonpayment or rent, or ten (10) days notice in writing for other defaults and giving AUTOSPORTS NW 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, AUTOSPORTS NW 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 AUTOSPORTS NW shall not be deemed a waiver of such default. No waiver by the City of any default by AUTOSPORTS NW shall be constructed to be a waiver of any subsequent default by AUTOSPORTS NW.

16. **BINDER**. This 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. AUTOSPORTS NW 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, its AUTOSPORTS NW invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, AUTOSPORTS NW 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. AUTOSPORTS NW 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. AUTOSPORTS NW 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 AUTOSPORTS NW's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air.

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. AUTOSPORTS NW is obligated to notify the City of current address and phone numbers. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

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

TENANT: Peter Lattman
2834 Nettleton Gulch
Coeur d Alene ID. 83815
(208) 664-0101

peterlattman@hotmail.com

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

CITY OF DEER PARK

By: _____
Robert Whisman, Mayor

ATTEST:

_____
Deby Cragun, City Clerk/Treasurer

AUTOSPORTS NORTHWEST

By: _____ Title: President 2/7/2017
Peter Lattman

STATE OF)
) ss
County of)

I certify that I know or have satisfactory evidence that Mike Gregg 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.

Daniel VerHeul
WA Lic # 4083

Steve Underwood
WA Lic # 4125

4912 N. Boeing Road
Spokane, WA 99206
509-981-8298 or 509-991-3268
rocketmanpyros@msn.com

City Of Deer Park Independence Day Celebration 2017

Date: Feb. 1, 2017

Your 2017 Fireworks Display Proposal

Exclusively Prepared For: City of Deer Park

Rocketman Pyros, L.L.C.

Excellence in Pyrotechnics

Producers of Fireworks, both indoor and outdoor

Dear Mayor Robert Wishman,

Enclosed for your review and consideration is our **08 PS-600 Package** in the amount of $5,000.00 for your July 4, 2017 fireworks display. The price is all-inclusive per the following proposal.

If there are any effects that you would particularly like to see in this display please feel free to discuss this with us.

For this and any other questions you may have, please **contact Dan Verheul or Steve Underwood** at **509-981-8298** or **509-991-3268**, or email: rocketmanpyros@msn.com

Included in our proposal package is a copy of our Display Agreement for your review. Please approve and return a copy of the signature page.

Thank you, for the opportunity to submit this proposal. It would be a privilege to work with you.
Sincerely,
Rocketman Pyros, LLC

Steve Underwood, Lic. # 4125
Dan Verhuel, Lic. # 4083
Owners and Operators

Rocketman Pyros, LLC. Is pleased to present this proposal for your July 4, 2017 fireworks production. This is a complete program and includes:

- Licensed Operator and Crew
- Liability Insurance
- Transportation
- All Equipment to Fire Display
- Administrative Coordination (all necessary permits and licenses)

Rocketman Pyros, LLC Purchases quality pyrotechnic materials from select sources in the United States, Europe, and Asia to provide your event with the best varieties possible. We make sure that you are getting plenty of high quality, crowd pleasing shells for your money. Each show we produce reflects an unquenchable passion that we have for fireworks.

These products have been selected with consideration of your budget, location and display to achieve, in our professional opinion, the maximum variety of color, size and overall effect.

If you wish to make any adjustment to quantities suggested, we would be happy to make changes of equivalent value at your request.

The following descriptions are representations of the types of aerial shells and other pyrotechnic materials to be used for your display.

And now to introduce your program…

Program 08 PS-600

Fireworks Display Proposal

Aerial Display Shells

2.5-inch Aerial Shells	Fancy Color	60
3-inch Aerial Shells	Fancy Color	144
4-inch Aerial Shells	Fancy Color	40
5-inch Aerial Shells	Fancy Color	10

Comets With Reports

	Comets w/reports 2.5-inch – 3

Special Effect Items

	Cakes Candles	2 5	Multi Shot 70 Shot	

Program 08 PS-600

Fireworks Display Proposal

Display Shot Recap

Total 2.5" Shells	60
Total 3" Shells	144
Total 4" Shells	40
Total 5" Shells	10
Total Comets 3" w/reports	3
Total Specialty Effects Shots	2 Multi Shot Cakes/5-70 Shot Candles

Grand Finale

Finale Shells: A sparkling burst of color on a velvet backdrop with bursts as brilliant as a million precious gems. A very special ending to your evening of breathtaking pyrotechnic display.

Quantity

3" Finale Shells	50
4" Finale Shells	5
5" Finale Shells	
6" Finale Shells	
Total Finale Shells	55

Fireworks Display Proposal

Recap

DISPLAY INVESTMENT: $ 5,000.00

Includes all expenses, except police or other protection to prevent intrusion of the public onto the firing grounds, and/or services of a standby fireman.

Payment in Full $5,000.00
On or before May 1, 2017

LIABILITY INSURANCE: Public liability and property damage insurance in the sum of $1,000,000 and provided compensation insurance for all help and assistance as required by state laws governing Fireworks Displays. Additional insurance coverage is available.

NOTE: **Customer to provide sand (if applicable) and security. Charges for barges and tugs, if applicable to the event, will be billed directly to the sponsor.**

CONTRACTS AND DELIVERIES MAY BE SUSPENDED OR CANCELLED PENDING ANY CONTINGENCIES BEYOND THE FIRM'S CONTROL, E.G. FORCE MAJEURE, LOCKOUTS, STRIKES, ACCIDENTS, TEMPORARY STOPPAGES, WAR, OR THE LIKE.
Refer to enclosed contract for specific terms of this agreement.

Rocketman Pyros, L.L.C
Excellence in Pyrotechnics

Rocketman Pyros, LLC
4912 N. Boeing Rd. Spokane, WA 99206
DISPLAY AGREEMENT

1. This Agreement, entered into this _____ day of _____, 2016, between **Rocketman Pyros, LLC**. Hereinafter referred to as "**RPLLC**", and City of Deer Park, herein after referred as **PURCHASER**.
2. **RPLLC** agrees to furnish **PURCHASER**, in accordance with terms and conditions hereinafter set forth, 1 fireworks display per PROGRAM A, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. Said display is scheduled to be performed on July 4, 2016 @ approximately 10:00 P.M. at a location to be agreed upon between RPLLC and Purchaser in or near the City of Deer Park.
3. **PURCHASER**, at its own expense, agrees to provide to **RPLLC**: A) a suitable DISPLAY SITE in which to stage the fireworks display, including a firing and fallout zone acceptable to **RPLLC** in which the fireworks and fireworks debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or its property not authorized by **RPLLC** into the display site. C) The services and cost of standby firemen and/or applicable permit fees required by state and local statutes, ordinances or regulations. D) Access by **RPLLC**, at all times to the **DISPLAY SITE** to set up the display. If **PURCHASER** fails to fully comply with all requirements of A, B, C, and/or D set forth above, **RPLLC** shall have no obligation to perform and **PURCHASER** agrees to pay **RPLLC** the entire contract price plus any additional expenses incurred because of said failure. If in it's sole discretion, **PURCHASER** designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the **PURCHASER** shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that **RPLLC**, (including it's operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to insure: I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, the Display Area is cleared of any live fireworks debris originating from the program.

4. **PURCHASER** shall pay **RPLLC** $ 5,000.00 on or before May 1, 2017. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate,

or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance from the afore mentioned date. **PURCHASER** agrees to assume the risk of weather, or causes beyond the control of **RPLLC** which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event the **PURCHASER** has purchased the display, or which may effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within **RPLLC**'s sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond **RPLLC**'s control, including without, limitation, inclement weather, **RPLLC** is unable to safely discharge the display on the scheduled date or should any event for which **PURCHASER** has purchased the display be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. **PURCHASER** further agrees to pay **RPLLC** for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date, **RPLLC** shall be entitled to liquidate damages from **PURCHASER** as if **PURCHASER** had cancelled the display on the date set for the display, as provided in the following paragraph.

5. **PURCHASER** shall have the option of unilaterally canceling this display prior to the date of the display. If **PURCHASER** exercises this option, **PURCHASER** agrees **RPLLC** may retain, as liquidated damages, the following percentages of the agreed contract price: 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the display, 2) 50% if cancellation occurs within two (2) days of the actual date set for the display, 3) 75% if the cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins, 100% thereafter. If cancellation occurs prior to the date of the display, **PURCHASER** agrees **RPLLC** may retain, in addition to the above percentages, the reasonable value associated with any specific custom work performed by **RPLLC** or it's agents including but not limited to music, narration tape, production and/or sponsor logo. In no event shall the Purchaser be required to pay RPLLC more than $5,000.00 total pursuant to this Agreement.
6. In the event the **PURCHASER** cancels the display, it will be impractical or extremely difficult to fix the actual amount of **RPLLC**'s damages. The foregoing represents a reasonable estimate of the damages **RPLLC** will suffer if **PURCHASER** cancels the display.
7. **RPLLC** reserves the ownership rights and trade names used in or a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of **RPLLC** is prohibited.
8. **RPLLC** agrees to furnish insurance coverage in connection with the display <u>only</u>, for the following risks and amounts: bodily injury and property damage, including products liability ONE MILLION DOLLARS ($1,000,000) combined single limit. RPLLC agrees to indemnify, defend, and hold harmless purchaser from and against any claims or liability for damages, injuries, and/or deaths arising out of RPLLC's negligence or intentional wrongful conduct in the performance of this Agreement.

9. This Agreement shall be interpreted under the laws of the State of Washington. It is further agreed the courts of the State of Washington shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided herein. It is further agreed that the Superior Court of Spokane County, Washington, shall be the proper venue for any such action. Each party shall pay its own cost and attorneys fee for any action arising out of This Agreement accept as may otherwise be specifically provided herein.
10. In the event **RPLLC** fails to provide the Fireworks Display Program or any portion thereof, except for the Industry Standard Misfiring, as defined in paragraph 13 below, **PURCHASER** shall, under no circumstances be entitled to recover monetary damages from **RPLLC** beyond the amount **PURCHASER** agreed to pay **RPLLC** under this Agreement. Nothing in this paragraph shall be construed as a modification or limit to the insurance or indemnification afforded in paragraph 9) above.
11. It is agreed, nothing in this Agreement or in **RPLLC**'s performance of the display provided for herein, shall be construed as forming a partnership or joint venture between **PURCHASER** and **RPLLC**. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of this written Agreement and agree to be bound by the terms of This written agreement only.
12. Any notice to the parties required under this Agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, and first class, addressed as follows: **ROCKETMAN PYROS, LLC. 4912 N. Boeing Rd., Spokane, WA 99206**. Purchaser's address shall be P.O.Box F, Deer Park, WA 99006.
13. This agreement shall become effective after it is executed and accepted by the **PURCHASER.** This agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original. This agreement shall be binding upon the parties hereto and upon their heirs, successors, executers, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance. (The Industry Standard Misfiring)

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

_____
ROBERT WISHMAN, Mayor

SIGNED ON THIS DATE Feb 1, 2017.
Pricing herein is firm through May 1, 2017

For ROCKETMAN PYROS, LLC

X_____
Daniel VerHeul

Title: Owner

Deer Park Municipal Airport
USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and CITY OF SPOKANE POLICE DEPARTMENT, Washington (hereinafter "SPOKANE POLICE DEPARTMENT" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the 1st day of March, 2017 agree as follows:

1. **PREMISES**.

A. Premises. The City shall allow access to SPOKANE 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 SPOKANE 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. SPOKANE 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. SPOKANE 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 March 1, 2017 and terminating February 28, 2018, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, SPOKANE 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 SPOKANE POLICE DEPARTMENT during the term shall be only those dates of use approved in writing by the City Airport Manager.

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

One Hundred fifteen dollars ($115.00) 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. SPOKANE POLICE DEPARTMENT shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. SPOKANE POLICE DEPARTMENT shall notify the airport manager of any cancellations. If SPOKANE 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, SPOKANE 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**. SPOKANE 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**. SPOKANE 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 SPOKANE POLICE DEPARTMENT to remove such improvements at SPOKANE POLICE DEPARTMENT's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

6. **COMPLIANCE WITH LAWS**. SPOKANE 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. SPOKANE POLICE DEPARTMENT shall indemnify, defend, and hold the City harmless from all expense directly or indirectly related to the noncompliance by SPOKANE POLICE DEPARTMENT of governing law, regulations and/or rules of the City.

SPOKANE POLICE DEPARTMENT expressly represents that all of SPOKANE POLICE DEPARTMENT's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that SPOKANE 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**. SPOKANE POLICE DEPARTMENT shall limit EVOC training activities to SPOKANE POLICE DEPARTMENT, 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**. SPOKANE 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 SPOKANE POLICE DEPARTMENT in, on or about the Premises by SPOKANE POLICE DEPARTMENT, its employees, agents, volunteers and invitees. SPOKANE POLICE DEPARTMENT and SPOKANE 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 SPOKANE 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 SPOKANE POLICE DEPARTMENT, or the SPOKANE POLICE DEPARTMENT's employees, agents, volunteers and invitees while engaging in or arising from the SPOKANE POLICE DEPARTMENT'S use

of the Airport pursuant to the terms of this Use Agreement. In addition, SPOKANE POLICE DEPARTMENT 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. SPOKANE POLICE DEPARTMENT shall furnish certificates of such insurance to the City prior to occupying the Premises.

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

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

13. **DEFAULTS**. Time is of the essence, and if SPOKANE POLICE DEPARTMENT is in default under this Use Agreement the City may immediately terminate this tenancy after having given SPOKANE 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 SPOKANE 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, SPOKANE 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, 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 POLICE DEPARTMENT shall not be deemed a waiver of such default. No waiver by the City of any default by SPOKANE POLICE DEPARTMENT shall be construed to be a waiver of any subsequent default by SPOKANE 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. SPOKANE 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, SPOKANE POLICE DEPARTMENT, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, SPOKANE 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. SPOKANE 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 SPOKANE POLICE DEPARTMENT. SPOKANE 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 SPOKANE 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. SPOKANE 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.	Spokane Police Department
PO Box F	
Deer Park WA 99006	2302 W. Waterworks
(509)276-8802	Spokane WA. 99260
	(509) 742-8110
	Email

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

By: _____
Robert Whisman, Mayor

ATTEST:

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee Spokane Police Department

By: _____
Chief of Police
ASST.

Printed Name: JUSTIN LUNDGREN

By: _____
City Clerk (Acting)

Printed Name: _____

Deer Park Municipal Airport
USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and , Washington (hereinafter "WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of March~~April~~, 2017~~6~~ agree as follows:

1. **PREMISES**.

A. Premises. The City shall allow access to WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION'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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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~~March 1, 2017~~6~~ and terminating February 28~~March 31~~, 2018~~7~~, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL**. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall pay to the City rental as follows:

One Hundred fifteen dollars ($115.00) 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment.

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall notify the airport manager of any cancellations. If WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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**. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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**. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION to remove such improvements at WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION expressly represents that all of WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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**. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall limit EVOC training activities to WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, 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**. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION in, on or about the Premises by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, its employees, agents, volunteers and invitees. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION and WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, or the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's employees, agents, volunteers and invitees while engaging in or arising from the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION'S use of the Airport pursuant to the terms of this Use Agreement. In addition, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE**. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not assign, transfer or sublet the Premises.

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

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

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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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 WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION'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. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION 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.	Washington State criminal Justice Training Commission
PO Box F	name~~Anthony Anderman M.S., Ed.~~ Rick Bowen
Deer Park WA 99006	2302 N. Waterworks Sgt. John Everly
(509)276-8802	Spokane, WA. 99212
	(509) 742-2145
	email~~aanderman@ocjtc.state.wa.us~~

rbowen@cjtc.state.wa.us
jeverly@spokanepolice.org

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

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

CITY OF DEER PARK

By: _____
Robert Whisman, Mayor

ATTEST:

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee

By: WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

_____

Printed Name: WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

SUE RAHR