

**City of Deer Park
City Council Agenda
April 01, 2020
7:00 p.m.**

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

Councilmembers will not be present at this April 1st meeting per Proclamation 20-28 by the Governor Amending Proclamation 20-05.

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

1. Call to Order

Roll Call:	Mayor Tim Verzal
Councilmember's:	Dee Cragun, Mary Babb, Richie Schut, Caleb Stapp and Ron Scholz
Community Services Director:	Roger Krieger
Clerk/Treasurer:	Deby Cragun

2. Approval of Agenda

3. Approval of March 04, 2020 regular council meeting minutes

4. New Business

5. Resolutions

- A. Resolution 2020-003 ~ Authorizing the Adoption of The Spokane County Multi-Jurisdiction Hazard Mitigation Plan.
- B. Resolution 2020-004 ~ Six Year Transportation Improvement Program (Introduction)
- C. Resolution 2020-005 ~ Approving Purchase of Metal Pless Maxxpro Wing Blade.
- D. Resolution 2020-006 ~ Declaring a State of Emergency with Respect to COVID-19
- E. Resolution 2020-007 ~ RCO Grant Application No. 20-1477 Swinyard Park Splash Pad & Exercise Path

6. Ordinances

A.

7. Consent Agenda

- A. Approval of Voucher Claim Check Nos. 38405 through 38445 including EFT Debits in the amount of \$214,566.28 for the First Half of March 2020.
- B. Approval of Voucher Claim Check Nos. 38446 through 384467 in the amount of \$94,149.23 for the Second Half of March 2020.
- C. Approval of Payroll Check Nos. 13691 through 13720 including PFML & 941 Taxes in the amount of \$107,493.86 for the month of March 2020.
- D. Deer Park Municipal Airport Use Agreement ~ American Medical Response Service, Inc.
- E. Deer Park Municipal Airport Use Agreement ~ Liberty Lake Police Dept.
- F. Deer Park Municipal Airport Use Agreement ~ Spokane Police Dept.
- G. Deer Park Municipal Airport Use Agreement ~ MM Racing Club.

Americans with Disabilities Act (ADA) accommodations provided upon request

8. Report of Officers

9. Adjournment

**City of Deer Park
City Council Minutes
March 04, 2020**

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

1. ROLL CALL

Mayor Verzal called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Richie Schut, Caleb Stapp and Ron Scholz
Community Services Director:	Roger Krieger,
City Attorney:	Chuck Zimmerman
City Staff:	Brad Wainwright
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience:	47

2. Invocation

Pastor Phil from the Tri-County Christian Church gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

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

5. Approval of February 19, 2020 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY STAPP; MOTION CARRIED (5-0) TO APPROVE THE FEBRUARY 19, 2020 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

- A. Eagle Scout Presentation ~ Tyler Bates and Jayden Dodgen, Deer Park Ward LDS Church Troop 203 and Brigham Collins and Carl Schick, Clayton Ward LDS Church Troop 28.

Mayor Verzal presented an Eagle Scout knife to each Eagle Scout in recognition of their Eagle Scout Badge accomplishments.

- B. Shamrock Glen Plat Approval ~ File LP 2018-1 along with Shamrock Glen Phase 1 Required Improvements Agreement.

Roger Krieger reviewed the Shamrock Glen Plat Approval and Phase 1 Required Improvements Agreement.

Following discussion,

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

APPROVE 1) THE FINAL PLAT, THAT IS LOCATED IN THE SW OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 42 EAST, W.M., CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON, 2) TO ACCEPT ALL EASEMENTS, DEDICATIONS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN, 3) TO ACCEPT ALL IMPROVEMENTS COMPLETED WITHIN THE SUBDIVISION FOR CONTINUED MAINTENANCE BY THE CITY OF DEER PARK, AND 4) TO APPROVE THE "REQUIRED IMPROVEMENTS AGREEMENT" FOR RECORDING OF THE PLAT.

MOTION CARRIED 5-0.

C. Agreement for Professional Services 2020 N. Apron 2 and Taxilane 6 Project AIP 3-53-0022-027-2020. ~ JUB Engineers, Inc.

Darold Schultz reviewed the Agreement for Professional Services 2020 N. Apron 2 and Taxilane 6 Project.

Following discussion,

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

APPROVE THE AGREEMENT FOR PROFESSIONAL SERVICES 2020 N. APRON 2 AND TAXILANE 6 PROJECT AIP 3-53-0022-027-2020 WITH JUB ENGINEERS, INC.

MOTION CARRIED 5-0.

D. Council E-mail

Mayor Verzal discussed his attendance at the NE Mayor's Meeting last Thursday where this topic was on the Agenda.

Councilmember Schut discussed his desire for a City assigned e-mail address.

Councilmember Stapp also discussed his desire for a City assigned e-mail address and the rationale for having one.

Councilmember Cragun stated she likes the face to face contact.

Councilmember Scholz stated he as well appreciates the one on one contact he has with his constituents.

Following discussion,

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

AUTHORIZE CITY STAFF TO WORK WITH THE CITY IT SERVICE PROVIDER TO ASSIGN INDIVIDUAL COUNCILMEMBER CITY E-MAIL ADDRESSES.

MOTION FAILED 2-3. (CRAGUN, BABB AND SCHOLZ)

7. Resolutions

A. Resolution 2020-002 ~ Initiate the Process for Vacation of a Portion of Colville Road Between 6th St. and 5th St.

Roger Krieger reviewed Resolution 2020-002.

Following discussion,

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

APPROVE RESOLUTION 2020-002 ~ INITIATING THE PROCESS FOR THE VACATION OF A PORTION OF COLVILLE ROAD BETWEEN 6TH ST. AND 5TH ST.

MOTION CARRIED 5-0.

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

- A. Approval of Voucher Claim Check Nos. 38376 through 38404 including EFT Debits in the amount of \$81,797.74 for the Second Half of February 2020.
- B. Approval of Payroll Check Nos. 13661 through 13690 including PFML & 941 Taxes in the amount of \$100,896.14 for the month of February 2020.
- C. Deer Park Airport Lease Agreement ~ Bryan D. Dearden.
- D. Deer Park Municipal Airport Use Agreement ~ Spokane County Sheriff.

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

Comments were given.

11. Report of Officers

Councilmember Stapp commented on Northwest Steel Fab's write up in the Deer Park Tribune.

Councilmember Scholz congratulated the Math is Cool Club's 5th grade team on placing 5th in their division.

12. Executive Session

There was no Executive Session.

13. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:58 P.M.

Mayor Tim Verzal

Deby Cragun, City Clerk/Treasurer

**CITY OF DEER PARK
RESOLUTION 2020-003**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, SPOKANE COUNTY, WASHINGTON, AUTHORIZING THE ADOPTION OF THE SPOKANE COUNTY MULTI-JURISDICTION HAZARD MITIGATION PLAN

WHEREAS, all of Spokane County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established requirements for pre and post disaster hazard mitigation programs requiring that "local and tribal government applicants for sub-grants must have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receipt of a Hazard Mitigation Grant Program sub-grant funding." The purpose of such local mitigation plan is to represent the Multi-Jurisdiction's commitment to reduce risks from natural and man-made hazards; and

WHEREAS; pursuant to 44 CFR 201.6, a coalition of Spokane County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partner's identified capabilities within the Spokane County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, pursuant to 44 CFR 201.6 and 44 CFR 201.7, the Spokane County Multi-Jurisdiction Hazard Mitigation Plan has been reviewed and found to meet the regulatory criteria, and following adoption by participating jurisdictions, will be approved by FEMA, making all adopting jurisdictions eligible for mitigation project grants.

NOW THEREFORE, BE IT RESOLVED that the City of Deer Park:

The Spokane County Multi-Jurisdiction Hazard Mitigation Plan is hereby adopted in its entirety, including the City of Deer Park Jurisdictional Annex,

which represents each planning partner's commitment to reduce risks from natural and man-made hazards.

This Resolution shall take effect and be in full force immediately upon passage by the City Council.

Adopted the ____ day of _____, 20__.

APPROVED:

MAYOR TIMOTHY VERZAL

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER

U.S. Department of Homeland Security
FEMA Region 10
130 – 228th Street, SW
Bothell, Washington 98021



FEMA

March 4, 2020

Mr. Tim Cook
State Hazard Mitigation Officer
Washington State Emergency Management Division
Building 20, MS TA-20
Camp Murray, Washington 98430-5122

Dear Mr. Cook:

The Federal Emergency Management Agency (FEMA) Region 10 completed a pre-adoption review of the draft *Spokane County Multi-Jurisdictional Hazard Mitigation Plan*. The attached Mitigation Plan Review Tool documents the Region's review and compliance with all required elements of 44 CFR Part 201.6, as well as identifies the jurisdictions participating in the planning process. This letter serves as Region 10's commitment to approve the plan upon receiving documentation of its adoption by participating jurisdictions.

Formal adoption documentation must be submitted to FEMA Region 10 by at least one jurisdiction within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. Once FEMA approves the plan, the jurisdictions are eligible to apply for FEMA Hazard Mitigation Assistance grants.

Please contact John Schelling, Regional Mitigation Planning Program Manager, at (425) 487-2104 or john.schelling@fema.dhs.gov with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tamra Biasco".

Tamra Biasco
Chief, Risk Analysis Branch
Mitigation Division

JS

Spokane County

Hazard Mitigation Plan

Volume 1: Planning-Area-Wide Elements

April 2020

Final Adopted Version



EXECUTIVE SUMMARY

The Disaster Mitigation Act (DMA) is federal legislation that requires proactive, pre-disaster planning as a prerequisite for some funding available under the Robert T. Stafford Act. The DMA encourages state and local authorities to work together on pre-disaster planning. The enhanced planning network called for by the DMA helps local governments' articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

Hazard mitigation is the use of long- and short-term strategies to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects and other activities that can mitigate the impacts of hazards. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses that disasters can cause. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state and federal government.

Spokane County and a partnership of local governments have developed and maintained a hazard mitigation plan to reduce risks from natural disasters and to comply with the DMA. This plan will, and has, acted as the keyway to federal funding afforded under FEMA hazard mitigation grant programs.

PLAN UPDATE – WHAT'S NEW – WHAT'S DIFFERENT

Federal regulations require monitoring, evaluation and updating of hazard mitigation plans. An update provides an opportunity to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. A jurisdiction covered by a plan that has expired is no longer in compliance with the DMA.

Initial Response to the DMA in Spokane County

On May 2, 2007, FEMA Region X approved the County's first multi-jurisdiction hazard mitigation plan for Spokane County and the cities of Spokane and Spokane Valley.

Recognizing limitations in the initial plan, the Spokane Department of Emergency Management (DEM) used the plan update requirements to significantly enhance the Spokane County Hazard Mitigation Plan in scope and content with development of the 2015 Multi-Jurisdiction Hazard Mitigation Plan, which greatly increased the planning partnership. In continuation of that effort, the County again moved forward with the 2020 update, inviting additional planning partners while also updating the scope and content of the new edition.

2020 Hazard Mitigation Plan Update - Changes

With development of the 2020 update, the County is again taking the initiative to not only increase the planning partnership to include additional partners, but further expanding the data contained within the plan.

The 2020 updated plan differs from previous plan editions for the following reasons:

- Updated guidance on what is required to meet the intent of the DMA.

- Further expansion of the scope of the plan to include Special Purpose District and Tribal planning partners not involved in previous editions. These planning partners are true stakeholders in mitigation within the planning area.
- New data and tools provide for an enhanced risk assessment, further expanding on the use of tools such as FEMA’s Hazards U.S. Multi-Hazard (HAZUS-MH) computer model.
- New studies and reports will be integrated to the various hazards of concern as appropriate.
- All maps, charts, and census data information have been updated as appropriate.
- The risk assessment has again been prepared to better support future grant applications by providing risk and vulnerability information that will directly support the measurement of “cost-effectiveness” required under FEMA mitigation grant programs.
- A new hazard ranking methodology is utilized for the 2020 update, which is more user-friendly for any planning partners wishing to join on at a later date through an established linkage procedure.
- This plan is written to support the DEM’s quest to obtain Emergency Management Accreditation Program (EMAP) standards through the International Association of Emergency Managers (IAEM).
- The plan identifies mitigation action items which meet multiple objectives that are measurable, so that each planning partner can measure the effectiveness of their mitigation actions. Previous action items have been updated to their current status, and new action items developed for this update process.
- The hazards of concern remain the same; however, the non-natural hazard section of this plan, *Chapter 14 Hazards of Interest*, have been removed as the information is repetitive in both the County’s and Region’s THIRA documents.

Updating the plan consisted of the following phases:

- **Phase 1, Organize and Review**—A planning team was assembled to provide technical support for the plan update, consisting of key staff from DEM and a technical consultant. The first step in developing the plan update was to re-organize the planning partnership. The initial planning effort covered 3 local governments. This partnership was increased to 22 as identified in Chapter 2, an increase from the 2015 effort of 10 planning partners.

The planning team led the plan update, consisting of planning partner staff and other stakeholders in the planning area. Coordination with other county, state and federal agencies involved in hazard mitigation occurred throughout the plan update process. This phase included a comprehensive review of the existing plan, the Washington State Hazard Mitigation Plan, and existing programs that may support or enhance hazard mitigation actions.

- **Phase 2, Update the Risk Assessment**— Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. This process assesses the vulnerability of people, buildings and infrastructure to natural hazards. It focuses on the following parameters:

- Hazard identification and profiling
- The impact of hazards on physical, social and economic assets
- Vulnerability identification
- Estimates of the cost of potential damage or costs that can be avoided through mitigation.

The risk assessment for this hazard mitigation plan meets requirements outlined in Chapter 44 of the Code of Federal Regulations (44 CFR 201.6). Phase 2 occurred simultaneously with Phase 1, with the two efforts using information generated by one another to create the best possible risk assessment. This was the most comprehensive phase of the plan update process. All facets of the risk assessment of the plan were visited by the planning team and updated with the best available data and technology.

- **Phase 3, Engage the Public**—A public involvement strategy developed by the planning team was implemented, and included public meetings to present the risk assessment as well as the draft plan, distribution of a hazard mitigation survey, a County-sponsored website for the plan update, and multiple media releases.
- **Phase 4, Assemble the Updated Plan**—The planning team assembled key information into a document to meet the DMA requirements for all planning partners. The updated plan contains two volumes. Volume 1 contains components that apply to all partners and the broader planning area. Volume 2 contains all components that are jurisdiction-specific. Each planning partner has a dedicated chapter in Volume 2.
- **Phase 5, Plan Adoption/Implementation**—Once pre-adoption approval was granted by Washington State Emergency Management Division and FEMA Region X, the final adoption phase began. Each planning partner individually adopt the updated plan. The plan maintenance process includes a schedule for monitoring and evaluating the plan's progress periodically and producing a plan revision every 5 years. This plan maintenance strategy also includes process for continuing public involvement and integration with other programs that can support or enhance hazard mitigation.

IMPLEMENTATION

Full implementation of the recommendations of this plan will require time and resources. The measure of the plan's success will be its ability to adapt to the changing climate of planet earth as well as the field of hazard mitigation. Funding resources are always evolving, as are state and federal mandates. Spokane County and its planning partners will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan commits all planning partners to pursue initiatives when the benefits of a project exceed its costs. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan's success.

CHAPTER 1. INTRODUCTION

Hazard mitigation is defined as the use of long- and short-term strategies to reduce or alleviate the loss of life, personal injury, and property damage that can result from a disaster. It involves strategies such as planning, policy changes, programs, projects and other activities that can mitigate the impacts of hazards. The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state and federal government.

1.1 AUTHORITY

The federal Disaster Mitigation Act (DMA) of 2000 (Public Law 106-390) required state and local governments to develop hazard mitigation plans as a condition for federal disaster grant assistance. Prior to 2000, federal disaster funding focused on disaster relief and recovery, with limited funding for hazard mitigation planning. The DMA increased the emphasis on planning for disasters before they occur.

The DMA encourages state and local authorities to work together on pre-disaster planning, and it promotes sustainability for disaster resistance. Sustainable hazard mitigation includes the sound management of natural resources and the recognition that hazards and mitigation must be understood in the largest possible social and economic context. The enhanced planning network called for by the DMA helps local governments articulate accurate needs for mitigation, resulting in faster allocation of funding and more cost-effective risk reduction projects.

1.1.1 Local Concerns

Natural hazards impact citizens, property, the environment and the economy of Spokane County. Flooding, landslides, windstorms, severe winter storms, volcanoes and earthquakes have exposed Spokane County residents and businesses to the financial and emotional costs of recovering after natural disasters. Other events, such as urban fire, terrorism and hazardous material spills, also pose dangers to the population of Spokane County. The risk associated with natural hazards increases as more people move to areas affected by hazards.

The inevitability of natural hazards and the growing population and activity within Spokane County create an urgent need to develop strategies, coordinate resources and increase public awareness to reduce risk and prevent loss from future hazard events. Identifying risks posed by hazards, and developing strategies to reduce the impact of a hazard event can assist in protecting life and property of citizens and communities. Local residents and businesses can work together with the County to create a hazard mitigation plan that addresses the potential impacts of hazard events.

1.1.2 Purposes for Hazard Mitigation Planning

This hazard mitigation plan identifies resources, information and strategies for reducing risk from natural hazards. Elements and strategies in the plan were selected because they meet a program requirement and because they best meet the needs of the planning partners and their citizens. One of the benefits of multi-jurisdictional planning is the ability to pool resources and eliminate redundant activities within a planning area that has uniform risk exposure and vulnerabilities. The Federal Emergency Management Agency (FEMA) encourages multi-jurisdictional planning under its guidance for the DMA. The plan will help guide

and coordinate mitigation activities throughout Spokane County. It was developed to meet the following objectives:

- Meet or exceed requirements of the DMA.
- Enable all planning partners to continue using federal grant funding to reduce risk through mitigation.
- Meet the needs of each planning partner as well as state and federal requirements.
- Create a risk assessment that focuses on Spokane County hazards of concern.
- Create a single planning document that integrates all planning partners into a framework that supports partnerships within the county, and puts all partners on the same planning cycle for future updates.
- Meet the planning requirements of FEMA’s Community Rating System (CRS), allowing planning partners that wish to participate in the CRS program to maintain or enhance their CRS classifications (currently there are no CRS communities within Spokane County).
- Coordinate existing plans and programs so that high-priority initiatives and projects to mitigate possible disaster impacts are funded and implemented.

All citizens and businesses of Spokane County are the ultimate beneficiaries of this hazard mitigation plan. The plan reduces risk for those who live in, work in, and visit the county. It provides a viable planning framework for all foreseeable natural hazards that may impact the county. Participation in development of the plan by key stakeholders in the county helped ensure that outcomes will be mutually beneficial. The resources and background information in the plan are applicable countywide, and the plan’s goals and recommendations can lay groundwork for the development and implementation of local mitigation activities and partnerships.

1.2 PLAN LAYOUT

This plan has been set up in two volumes so that elements that are jurisdiction-specific can easily be distinguished from those that apply to the whole planning area:

- **Volume 1**—Volume 1 includes all federally required elements of a disaster mitigation plan that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, countywide mitigation initiatives, and a plan maintenance strategy.
- **Volume 2**—Volume 2 includes all federally required jurisdiction-specific elements, in annexes for each participating jurisdiction. It includes a description of the participation requirements established by the planning team. Volume 2 also includes “linkage” procedures for eligible jurisdictions that did not participate in development of this plan but wish to adopt it in the future.

All planning partners will adopt Volume 1 in its entirety, in addition to each partner’s jurisdiction-specific annex and the appendices contained in Volume 2.

The following appendices provided at the end of Volume 1 include information or explanations to support the main content of the plan:

- Appendix A — Glossary of acronyms and definitions
- Appendix B — Public outreach information questionnaire/survey
- Appendix C — A template for progress reports to be completed as this plan is implemented
- Appendix D — Plan Adoption Resolutions from Planning Partners

1.3 PLAN INTEGRATION

This plan update includes the integration of other comprehensive planning documents that are in effect within the planning area. These plans include:

- The Spokane County Community Wildfire Protection Plan (CWPP);
- The Spokane County Threat and Hazard Identification and Risk Assessment; and
- The Comprehensive Plans for Spokane County and all incorporated cities within the County.

Spokane County completed a threat and hazard identification and risk assessment (THIRA) that is compliant with federal guidance. The THIRA was completed at both the County and Regional levels. Key components of the THIRA development were originally completed during the 2015 plan update process. These components, while not discoverable under public disclosure, serve as the County's documentation and analysis for the non-natural hazard. This linkage will continue through all subsequent updates to the Hazard Mitigation Plan (HMP). The THIRA will remain a stand-alone document for security purposes as the HMP and THIRA are two entirely different documents created for entirely different program directives.

Comprehensive Plans are mandated by Washington statute (Revised Code of Washington (RCW) 36.70A.070) adopted under its Growth Management Act. The comprehensive plan of a county or city that is required or chooses to plan under RCW 36.70A.040 shall consist of a map or maps, and descriptive text covering objectives, principles, and standards used to develop the comprehensive plan. The plan shall be an internally consistent document and all elements shall be consistent with the future land use map. All municipal planning partners have adopted comprehensive plans pursuant to the Growth Management Act. Recognizing the value of the information contained in the Hazard Mitigation Plan in making wise land use decisions, each municipal planning partner has adopted action(s) that promote the integration of the Hazard Mitigation Plan and the comprehensive plans in effect within the planning area. These actions can be found in the jurisdictional annexes contained in Volume 2 of this plan.

1.4 PLAN ADOPTION

44 CFR Section 201.6(c)(5) requires documentation that a hazard mitigation plan has been formally adopted by the governing body of the jurisdiction requesting federal approval of the plan. For multi-jurisdictional plans, each jurisdiction requesting approval must document that it has been formally adopted. This plan will be submitted for a pre-adoption review to the Washington State Division of Emergency Management and FEMA prior to adoption. Once pre-adoption approval has been provided, all planning partners will formally adopt the plan. All partners understand that DMA compliance and its benefits cannot be achieved until the plan is adopted. FEMA Region X granted final approval of the 2020 Hazard Mitigation Plan Update to Spokane County and its eligible planning partners in April 2020. Copies of the resolutions adopting the plan as well as the FEMA approval letter can be found in Appendix C.

Spokane County
HAZARD MITIGATION PLAN
VOLUME 2: PLANNING PARTNER ANNEXES

April 2020
Final Approved

Prepared for:
Spokane County Department of Emergency Management
1121 W. Gardner
Spokane, WA 99201



Prepared by:



**BRIDGEVIEW
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**Spokane County
Hazard Mitigation Plan
Volume 2—Planning Partner Annexes
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CHAPTER 4. CITY OF DEER PARK ANNEX

4.1 INTRODUCTION

This Annex details the hazard mitigation planning elements specific to the City of Deer Park, a participating jurisdiction to the Spokane County Hazard Mitigation Plan Update. This Annex is not intended to be a standalone document, but rather appends to and supplements the information contained in the base plan document. As such, all sections of the base plan, including the planning process and other procedural requirements apply to and were met by the City of Deer Park. For planning purposes, this Annex provides additional information specific to the jurisdiction, with a focus on providing greater details on the risk assessment and mitigation strategy for this community only. This document serves as an update to the previously completed plan. All relevant data has been carried over and updated with new information as appropriate and as identified within the planning process discussed in Volume 1.

4.2 HAZARD MITIGATION PLANNING TEAM POINT(S) OF CONTACT

The City of Deer Park followed the planning process detailed in Section 2 of the Base Plan. In addition to providing representation on the County's Planning Team, the City of Deer Park also formulated their own internal planning team to support the broader planning process. Individuals assisting in this Annex development are identified below, along with a brief description of how they participated.

LOCAL PLANNING TEAM MEMBERS		
Name	Position/Title	Planning Tasks
Roger Krieger, Community Services Director 316 E Crawford Avenue Deer Park, WA 99006 Telephone: 509-276-8802 e-mail: RKrieger@ci.deerpark.wa.us	Primary Point of Contact	Update Annex Template data; coordinate meetings with City Council members; attended planning team meetings and workshops; attended annex development workshop; conducted risk assessment review and hazard ranking process for presentation during October 1 st public outreach session; worked with city departments to identify 2020 strategies and obtain status of previous strategies; completed plan review, and presented and coordinated council and citizen briefings.
Deby Cragun, City Clerk 316 E Crawford Avenue Deer Park, WA 99006 Telephone: 509-276-8802 e-mail: DCragun@ci.deerpark.wa.us	Alternate Point of Contact	Coordinate meetings with City Council members; assisted with the update of information, and information gathering from other departments as appropriate.

LOCAL PLANNING TEAM MEMBERS		
Name	Position/Title	Planning Tasks
City of Deer Park City Council and Mayor		Receive updates on HMP process and risk assessment. Completed plan review, approval and adoption.

4.3 COMMUNITY PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**— 1908
- **Current Population**— 4,390 as of April 1, 2019
- **Population Growth**— The City has used a population growth rate of 2.7 percent for key infrastructure planning, as the 2015 State of Washington Office of Financial Management population figure is 3,950 and this equates to this 2.7% growth rate over the last 10 years of 2005-2015.
- **Location and Description**— Deer Park is the only city in the northern portion of Spokane County and sits between SR 2 and SR 395, the main transportation corridors to Canadian trading partners. The total land area of the city is approximately 7.0 square miles, with an elevation of 2,123 above sea level. The area is generally flat, without natural hazards of severe slope instability or floodways, and located at GPS coordinates 47.956922, -117.470230.
- **Brief History**— Deer Park was settled in 1889 when a railroad siding was built for the Spokane Falls & Northern Railway. Deer Park got its name when railroad surveyors saw deer grazing in large numbers in the area. Soon the Standard Lumber Company sawmill was established to provide the lumber needed to rebuild the nearby city of Spokane Falls (later named Spokane) following the great fire of 1889. By 1900 the population of Deer Park was approximately 300 residents. Arcadia Apple Orchards Company was established in 1906, and orchards of apple trees were planted on land surrounding Deer Park that had been cleared by the logging activity. Water was diverted from Loon Lake by a series of canals and flumes to provide water to the orchard activity but was forced to be abandoned when a draw-down in Deer Park was observed due to the water diversion. By this time there were as many as eight sawmills within 10 miles of Deer Park, all of which got their supplies in, and employed members of the town.
- **Climate**--- Deer Park experiences a semi-arid climate with significant precipitation. The area is typified by hot, arid climate during the summer and a cold, snowy and moist climate in the winter. Because of Deer Park’s location between the Cascade Range to the West and Rocky Mountains to the East and North, the city is protected from the weather patterns experienced in other parts of the Pacific Northwest. As a result of the rain shadow effect of the Cascade Mountains, the Deer Park area also has half the rainfall of Seattle, Washington, from the West side of the state. The average precipitation in the Deer Park area is 17 inches, whereas the Seattle area received 37 inches annually. The most precipitation occurs in December, and the summer is the driest time of the year. The Rocky Mountains shield Deer Park from the winter season’s cold air masses traveling southward across Canada, sparing the City from the worst effects of Arctic air in the winter. Still, Deer Park’s normal year snow accumulation is in excess of 46 inches.
- **Governing Body Format**— Deer Park’s government structure is established as a code city, with a strong mayor and city council (5 members).

- **Development Trends**— Deer Park continues to grow with a mix of residential and support industry type facilities for the residential expansion going on. The proximity to the metropolitan area of Spokane provides a strong supply of employment, and continued improvements to the State Highway System reduce commute times greatly, making the area an ideal place for citizens who want to reside in a small town setting.
- **Economy** – The City of Deer Park’s economic base consists of retail sales and services; recreational and healthcare services; agricultural; and light manufacturing. The largest employers include: the Deer Park School District, Northwest Steel Fabrication and Knight Construction. Additionally, continued efforts are in place to create additional acreage for industrial and business park developments, which are intended to promote living wage jobs and thus create additional demands on support industries, commercial growth and residential dwellings.

The jurisdiction boundaries are identified in the map below.

4.4 HAZARD EVENT HISTORY

Within the Base Plan, the Planning Team identified all hazard events which have occurred within the County. In the context of the planning region, it was determined that there are no additional hazards that are unique to the jurisdiction. Table 4-1 lists all past occurrences of natural hazards within the jurisdiction. If available, dollar loss data is also included.

TABLE 4-1 NATURAL HAZARD EVENTS			
Type of Event	FEMA Disaster # (if applicable)	Date	Dollar Losses (if known)
Roadway Failure flooding / rain	– FEMA-4309-DR		\$89,600
Winter Weather Snow	FEMA 8959993		Unknown
Winter Weather Ice Storm	FEMA 118746		\$10,000
Winter Weather Snow	FEMA 66842		\$250,000

4.5 CAPABILITY ASSESSMENT

Coordination with other community planning efforts is paramount to the successful implementation of this plan. This section provides information on how planning mechanisms, policies, and programs are integrated into other on-going efforts. It also identifies the jurisdiction’s capabilities with respect to preparing and planning for, responding to, recovering from, and mitigating the impacts of hazard events and incidents.

Capabilities include the programs, policies and plans currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. The capabilities are divided into the following sections: National Flood Insurance Information; regulatory capabilities which influence mitigation; administrative and technical mitigation capabilities, including education and outreach, partnerships, and other on-going mitigation efforts; fiscal capabilities which support mitigation, and classifications under various community programs.

4.6 NATIONAL FLOOD INSURANCE INFORMATION

Information on the community’s National Flood Insurance Program (NFIP) compliance is presented in Table 4-2. This identifies the current status of the jurisdiction’s involvement with the NFIP.

Repetitive flood loss records are as follows:

- Number of FEMA-Identified Repetitive Loss Properties: None.
- Number of FEMA-Identified Severe Repetitive Loss Properties: None.
- Number of Repetitive Flood Loss/Severe Repetitive Loss Properties That Have Been Mitigated: None.

TABLE 4-2 NATIONAL FLOOD INSURANCE COMPLIANCE	
What department is responsible for floodplain management in your community?	Building Department
Who is your community’s floodplain administrator? (department/position)	Roger Krieger, Community Services Director
Do you have any certified floodplain managers on staff in your community?	No
What is the date of adoption of your flood damage prevention ordinance?	June 16, 2010
When was the most recent Community Assistance Visit or Community Assistance Contact?	May, 2010
To the best of your knowledge, does your community have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your community? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	No
Does your community participate in the Community Rating System (CRS)? If so, is your community seeking to improve its CRS Classification? If not, is your community interested in joining the CRS program?	No

4.6.1 Regulatory Capability

The assessment of the jurisdiction’s legal and regulatory capabilities is presented in Table 4-3. This includes planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are currently in place.

**TABLE 4-3
LEGAL AND REGULATORY CAPABILITY**

	Local Authority	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements				
Building Code Version IBC / IRC Year 2015	Yes	No	Yes	Title 15, Deer Park Mun. Code
Zoning Ordinance	Yes	No	Yes	Title 18
Subdivision Ordinance	Yes	No	Yes	Title 17
Floodplain Ordinance	Yes	No	Yes	Title 18
Stormwater Management	Yes	No	No	Title 12
Post Disaster Recovery	No	No	No	---
Real Estate Disclosure	No	No	Yes	RCW64.06.020
Growth Management	Yes	No	Yes	Title 17, 18, 19
Site Plan Review	Yes	No	Yes	Title 18
Public Health and Safety	Yes	No	No	Title 8
Coastal Zone Management	N/A	N/A	N/A	
Climate Change Adaptation	N/A	N/A	N/A	
Natural Hazard Specific Ordinance (stormwater, steep slope, wildfire, etc.)	Yes	No	No	Title 18
Environmental Protection	Yes	No	Yes	Title 16
Planning Documents				
General or Comprehensive Plan	<i>Is the plan equipped to provide linkage to this mitigation plan? Yes</i>			
Floodplain or Basin Plan	No	No	No	
Stormwater Plan	No	No	No	
Capital Improvement Plan	Yes	No	Yes	
Habitat Conservation Plan	Yes	No	Yes	
Economic Development Plan	Yes	No	Yes	
Shoreline Management Plan	N/A	N/A	N/A	
Community Wildfire Protection Plan	No	No	No	
Transportation Plan	Yes	No	Yes	
Response/Recovery Planning				
Comprehensive Emergency Management Plan	No	No	No	Spokane County DEM
Threat and Hazard Identification and Risk Assessment	No	No	No	Spokane County DEM
Terrorism Plan	No	No	No	Spokane County DEM

TABLE 4-3 LEGAL AND REGULATORY CAPABILITY				
	Local Authority	Other Jurisdictional Authority	State Mandated	Comments
Post-Disaster Recovery Plan	No	No	No	
Continuity of Operations Plan	No	No	No	
Public Health Plans	No	No	No	
Boards and Commission				
Planning Commission	Yes	No	Yes	
Mitigation Planning Committee	No	No	Yes	The City was part of the County's Previous HMP, and served on the Committee at that time. The City continues to be part of the effort with the 2020 update, and will remain an active participant over the lifecycle of the 2020 edition.
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems, chipping, etc.)	Yes	No	No	
Mutual Aid Agreements / Memorandums of Understanding	Yes	No	No	The City has an Interlocal Agreement with County DEM to provide emergency management services, including
Other				

4.6.2 Administrative and Technical Capabilities

The assessment of the jurisdiction's administrative and technical capabilities, including educational and outreach efforts, and on-going programmatic efforts are presented in Table 4-4. These are elements which support not only mitigation, but all phases of emergency management already in place that are used to implement mitigation activities and communicate hazard-related information.

TABLE 4-4 ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available (Yes/No)	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	City Planning Staff
Professionals trained in building or infrastructure construction practices (building officials, fire inspectors, etc.)	Yes	City Building Staff
Engineers specializing in construction practices?	Yes	Contract for service with Engineering Firm
Planners or engineers with an understanding of natural hazards	Yes	Contract for service with Engineering Firm
Staff with training in benefit/cost analysis	Yes	Contract for service with Engineering Firm

**TABLE 4-4
ADMINISTRATIVE AND TECHNICAL CAPABILITY**

Staff/Personnel Resources	Available (Yes/No)	Department/Agency/Position
Surveyors	Yes	Contract for service with Engineering Firm
Personnel skilled or trained in GIS applications	Yes	Contract for service with Engineering Firm
Emergency Manager	Yes	Contract with Spokane County DEM
Grant writers	Yes	City Staff
Warning Systems/Services	Yes	Reverse 9-1-1, Alert Spokane
Hazard data and information available to public	Yes	In addition to the HMP, the City also maintains a Wastewater Dam Plan
Maintain Elevation Certificates	No	
Education and Outreach		
Local citizen groups or non-profit organizations focused on emergency preparedness?	No	The City has an Interlocal Agreement with the County to provide various Emergency Management services and functions. In that regard, the County does have trained CERT members countywide, which would be utilized throughout the
Ongoing public education or information program	Yes	Fire District #4
Natural disaster or safety related school programs?	Yes	School Districts are compliant with necessary safety plans in place. Information from the HMP will further support their efforts in this respect.
Multi-seasonal public awareness program?	Yes	The City receives these benefits through an interlocal agreement with County DEM, who provides awareness and outreach efforts for the various hazards of concern, both on an educational basis, but also as emergencies are evolving.
On-Going Mitigation Efforts		
Hazardous Vegetation Abatement Program	Yes	This service is something that is coordinated by the Conservation District and WA DNR at various times.
Noxious Weed Eradication Program or other vegetation management	Yes	Spokane County Noxious Weed Control
Fire Safe Councils	Yes	Fire District #4
Chipper program	No	This service is something that is provided by the Conservation District at various times, when coordinated as a CWPP strategy.
Defensible space inspections program	Yes	This service is something that is available through WA DNR in a cost-share capacity.
Address signage for property addresses	Yes	This service is something that is provided by the Conservation District at various times, and possibly through the Fire District #4

4.6.3 Fiscal Capability

The assessment of the jurisdiction's fiscal capabilities is presented in Table 4-5. These are the financial tools or resources that could potentially be used to help fund mitigation activities.

TABLE 4-5 FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	

4.6.4 Community Classifications

The jurisdiction’s classifications under various hazard mitigation programs are presented in Table 4-6. Each of the classifications identified establish requirements which, when met, are known to increase the resilience of a community.

TABLE 4-6. COMMUNITY CLASSIFICATIONS		
	Participating (Yes/No)	Date Enrolled
Community Rating System	No	
Building Code Effectiveness Grading Scales	Yes Residential – Grade 3 Commercial – Grade 3	11/2/2011
Protection Class	4	11/2/2011
Storm Ready	Yes	
Firewise	No	

4.7 HAZARD RISK AND VULNERABILITY RANKING

The jurisdiction’s internal Planning Team reviewed the hazard list identified within the Base Plan, and have identified the hazards that affect the City of Deer Park, computing their Calculated Priority Risk Index (CPRI) scores as follows:

CALCULATED PRIORITY RISK INDEX RANKING SCORES						
Hazard	Probability	Magnitude and/or Severity	Extent and Location	Warning Time	Duration	Calculated Priority Risk Index Score
Drought	2	2	2	1	4	1.95
Earthquake	2	3	2	4	1	2.45
Flood	3	2	2	4	2	2.7
Landslide	1	1	1	1	2	1.05
Severe Weather	4	2	4	2	3	3.25
Volcano	1	1	1	1	4	1.15
Wildfire	3	2	3	4	3	2.95
Storage Lagoon Failure	1	2	2	2	3	1.65

The Calculated Priority Risk Index scoring method has a range from 0 to 4. "0" being the least hazardous and "4" being the most hazardous situation.

Table 4-7 presents the ranking of the hazards of concern based on their CPRI score. A qualitative vulnerability ranking was then assigned based on a summary of potential impact determined by: past occurrences, spatial extent, damage, casualties, and continuity of government. The assessment is categorized into the following classifications:

- Extremely Low – No or very limited impact. The occurrence and potential cost of damage to life and property is very minimal-to-nonexistent. No impact to government functions with no disruption to essential services.
- Low (Negligible) – Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal. Government functions are at 90% with limited disruption to essential services.
- Medium (Limited) – Moderate potential impact. This ranking carries a moderate threat level to the general population and /or built environment. The potential damage is more isolated, and less costly than a more widespread disaster. Government functions are at 80% with limited impact to essential services.
- High (Critical) – Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread. Hazards in this category may have occurred in the past. Government functions are at ~50% operations with limited delivery of essential services.
- Extremely High (Catastrophic) – Very widespread with catastrophic impact. Government functions are significantly impacted for in excess of one month.

**TABLE 4-7.
HAZARD RISK AND VULNERABILITY RANKING**

Hazard Rank	Hazard Type	CPRI Score	Vulnerability Rank
1	Severe Weather	3.25	High
2	Wildfire	2.95	High
3	Flood	2.7	Medium
4	Earthquake	2.45	Medium
5	Drought	1.95	Low
6	Storage Lagoon Fail	1.65	Low
7	Volcano	1.15	Extremely Low
8	Landslides	1.05	Extremely Low

4.8 MITIGATION GOALS AND OBJECTIVES

The City of Deer Park adopts the hazard mitigation goals and objectives developed by the Planning Team described in Volume 1.

4.9 HAZARD MITIGATION ACTION PLAN

The Planning Team for the jurisdiction identified and prioritized a wide range of actions based on the risk assessment, and their knowledge of the jurisdiction’s assets and hazards of concern. Table 4-8 lists the action items/strategies that make up the jurisdiction’s hazard mitigation plan. Background information and information on how each action item will be administered, responsible agency/office (including outside the district), potential funding sources, the timeframe, who will benefit from the activity, and the type of initiative associated with each item are also identified.

**TABLE 4-8.
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost (High/Medium/Low) or \$ Figure if Known	Sources of Funding (List Grant type, General Fund, etc.)	Timeline (Long-Term, Short-Term)	Included in Previous Plan? Yes/No	Initiative Type: Public Information, Preventive Activities, Structural Projects, Property Protection, Emergency Services, Recovery, Natural Resource Protection	Who or What Benefits? Facility, Local, County, Region
INITIATIVE # DP-1 – Continue to support the countywide initiatives identified in this plan.									
New & Existing	All Hazards	1,3,4,8	DEM, Deer Park	Low	Local	Ongoing	Yes	Public Information, Prevention, Emergency Services	Local, County
INITIATIVE # DP-2 – Actively participate in the plan maintenance strategy identified in this plan.									

**TABLE 4-8.
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost (High/Medium/Low) or \$ Figure if Known	Sources of Funding (List Grant type, General Fund, etc.)	Timeline (Long-Term, Short-Term)	Included in Previous Plan? Yes/No	Initiative Type: Public Information, Preventive Activities, Structural Projects, Property Protection, Emergency Services, Recovery, Natural Resource Protection	Who or What Benefits? Facility, Local, County, Region
New & Existing	All Hazards	1,4,8	DEM	Low	Local	Ongoing	Yes	Public Information Preventive Activities	Local, County
INITIATIVE # DP-3 – Where appropriate, support retrofitting, purchase, or relocation of structures located in hazard-prone areas to protect structures from future damage, with properties with exposure to repetitive losses as a priority.									
Existing	All Hazards	2,10,11	Deer Park	High	FEMA Grant, Local Funds	Long Term	Yes	Preventive Activities, Structural Projects, Property Protection	Local
INITIATIVE # DP-4 – Integrate the hazard mitigation plan into other plans, ordinances or programs to dictate land uses within the jurisdiction.									
New & Existing	All Hazards	2,3,4,5,11	Deer Park	Low	Local	Short Term	Yes	Preventive Activities, Resource Protection	Local
INITIATIVE # DP-5 – Implement wildfire mitigation recommendations identified in the Spokane County CWPP.									
New & Existing	Wildfire	1,2,3,4,5,7,8,9,10,11,12	Conservation District, Fire District	Medium	Local, Fire Grants, FEMA	Short Term and ongoing	Yes	Public Information, Preventive Activities, Property Protection, Natural Resource Protection	Local
INITIATIVE # DP-6 – Continue to maintain and/or enhance the City's capability to enforce its codes and regulations that result in decreased risk exposure of existing and new development.									
New & Existing	All Hazards	4,5,11	Deer Park	Low	Local	Ongoing	Yes	Public Information, Preventive Activities, Property Protection	Local
INITIATIVE # DP-7 – Consider, where appropriate, the adoption of higher regulatory standards that will result in an increase in the community resilience of new development.									

**TABLE 4-8.
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost (High/Medium/Low) or \$ Figure if Known	Sources of Funding (List Grant type, General Fund, etc.)	Timeline (Long-Term, Short-Term)	Included in Previous Plan? Yes/No	Initiative Type: Public Information, Preventive Activities, Structural Projects, Property Protection, Emergency Services, Recovery, Natural Resource Protection	Who or What Benefits? Facility, Local, County, Region
New	All Hazards	4,5,11	Deer Park	Low	Local	Long Term	Yes	Preventive Activities, Property Protection, Natural Resource Protection	Local
INITIATIVE # DP-8 – Continue to maintain compliance and good standing under the National Flood Insurance Program. This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the NFIP, which include the following: Enforcement of the adopted flood damage prevention ordinance, Participation in floodplain identification and mapping updates, Providing public assistance/information on floodplain requirements and impacts.									
New & Existing	Flood	2,4,5,6, 8,12	Deer Park	Low	Local	On-Going	Yes	Preventive Activities, Property Protection, Natural Resource Protection	Local
INITIATIVE # DP-9 – Consider participation on the NFIP Community Rating System program.									
New & Existing	Flood	2, 4, 5, 6, 8, 12	Deer Park	Low	Local	On Going	Yes	Preventive Activities, Property Protection, Natural Resource Protection	Local

4.10 PRIORITIZATION OF MITIGATION INITIATIVES

Once the mitigation initiatives items were identified, the Planning Team followed the same process outlined within Volume 1 to prioritize their initiatives. An analysis of six different initiative types for each identified action item was conducted. Table 4-9 identifies the prioritization for each initiative.

**TABLE 4-9.
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Priority ^a
DP-1	4	Medium	Low	Yes	Yes	Yes	High

**TABLE 4-9.
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Priority ^a
DP-2	3	Medium	Low	Yes	Yes	Yes	High
DP-3	3	High	High	Yes	Yes	Yes	Medium
DP-4	5	Medium	Low	Yes	No	Yes	High
DP-5	10	High	Low	Yes	No	Yes	High
DP-6	3	Medium	Low	Yes	No	Yes	High
DP-7	3	Medium	Low	Yes	No	Yes	Medium
DP-8	6	Medium	Low	Yes	No	Yes	High
DP-9	6	Medium	Low	Yes	No	Yes	Medium

a. See Chapter 1 for explanation of priorities.

4.11 STATUS OF PREVIOUS PLAN INITIATIVES

Table 4-10 summarizes the initiatives that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

**TABLE 4-10.
STATUS OF PREVIOUS HAZARD MITIGATION ACTION PLAN**

Mitigation Strategy	Project Status	Current Status			
		Completed	Continual/Ongoing Nature	Removed -/No Longer Relevant / No Action	Carried Over
Repair/retrofit earthen wastewater dam.	Facility was rebuilt with new liner and leak detection in 2017. While the City of Deer Park attempted to gain grant funds for this project, none were available which met the criteria of the granting source.	✓			

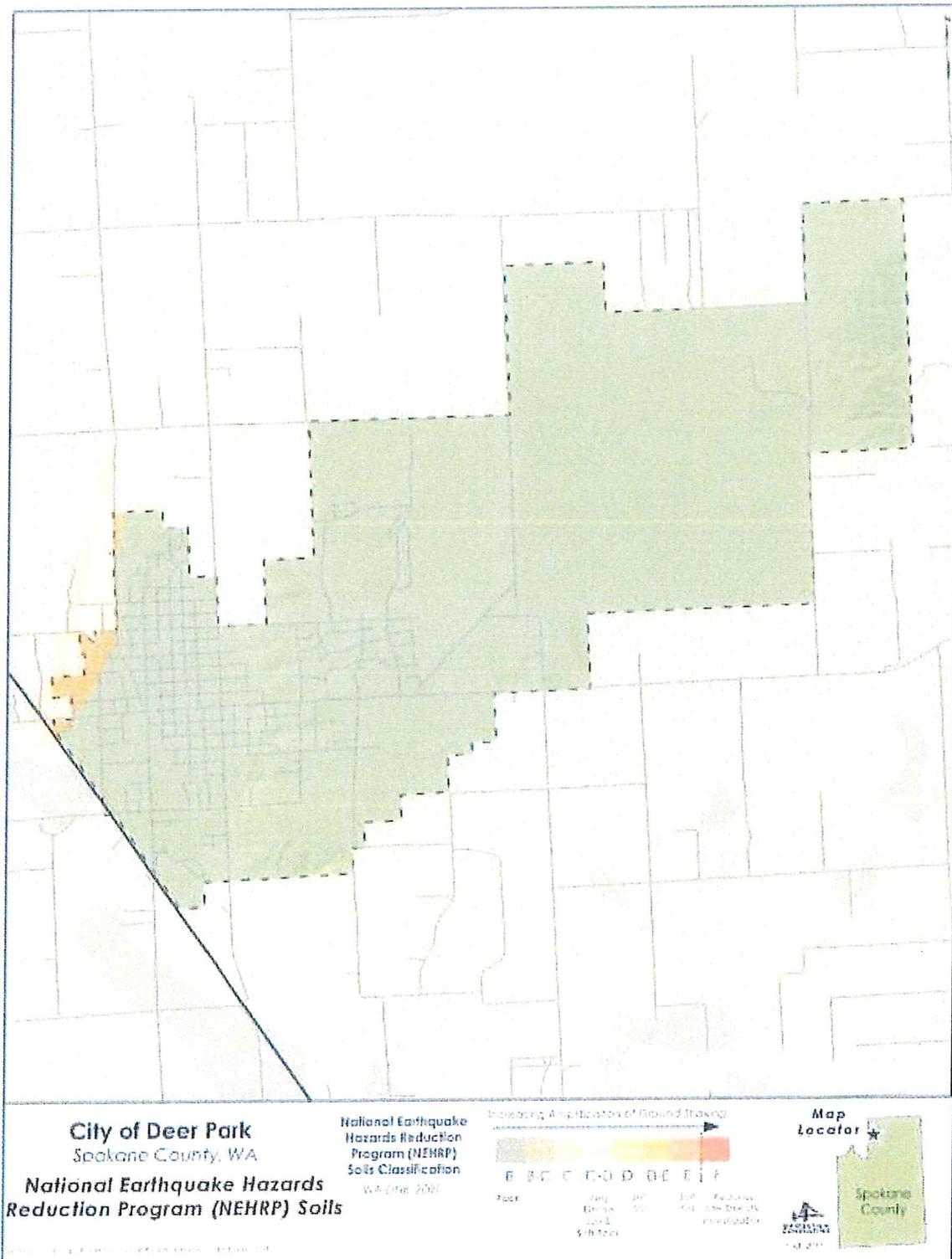
**TABLE 4-10.
STATUS OF PREVIOUS HAZARD MITIGATION ACTION PLAN**

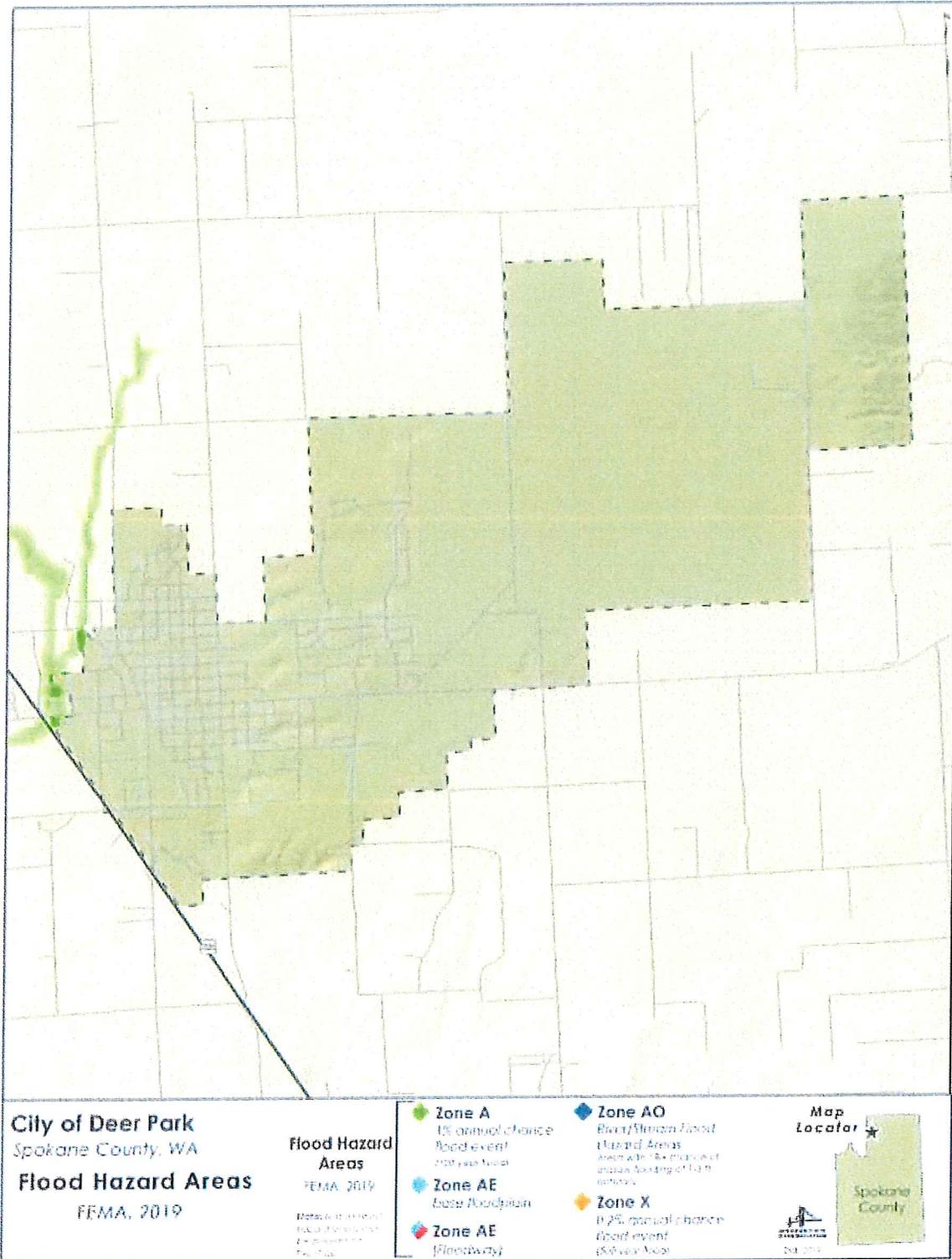
		Current Status			
		Completed	Continual /Ongoing Nature	Removed -/No Longer Relevant / No Action	Carried Over
Mitigation Strategy	Project Status				
Support County wide plan initiatives.	Ongoing participation with DEM. We continue to work with the County in all areas of emergency management, including the maintenance and update of the existing HMP.	✓	✓		✓
Support retrofit/purchase of structures in hazard prone areas.	The City has continued to monitor areas for this action item. To date, we have not pursued this initiative, but it remains a viable option.		✓		✓
Hazard plan mitigation with ordinances.	The City continues to utilize information contained and identified within the HMP to enhance its code updates in Building and Planning as warranted.	✓	✓		✓
Implement wildfire strategies.	The City continues to work with the County Conservation District and the County DEM in identifying potential mitigation efforts to help reduce the risk of wildfire throughout the City and county as a whole. This includes review and application of wildfire risk information as codes are reviewed and updated.	✓	✓		✓
Code enforcement enhancements.	The City continues to ensure qualified personnel are on staff by continually support efforts for personnel certification updates and training as applicable to allow for appropriate code enforcement. As deemed appropriate, the City also updates its regulatory authority to meet guidelines and address areas of concern.	✓	✓		✓
Development code updates and standards.	The city has a process in place to ensure code updates in Building and Planning occurs as warranted. Information from the Hazard Mitigation Plan, as well as other sources, are utilized to ensure compliance.	✓			✓

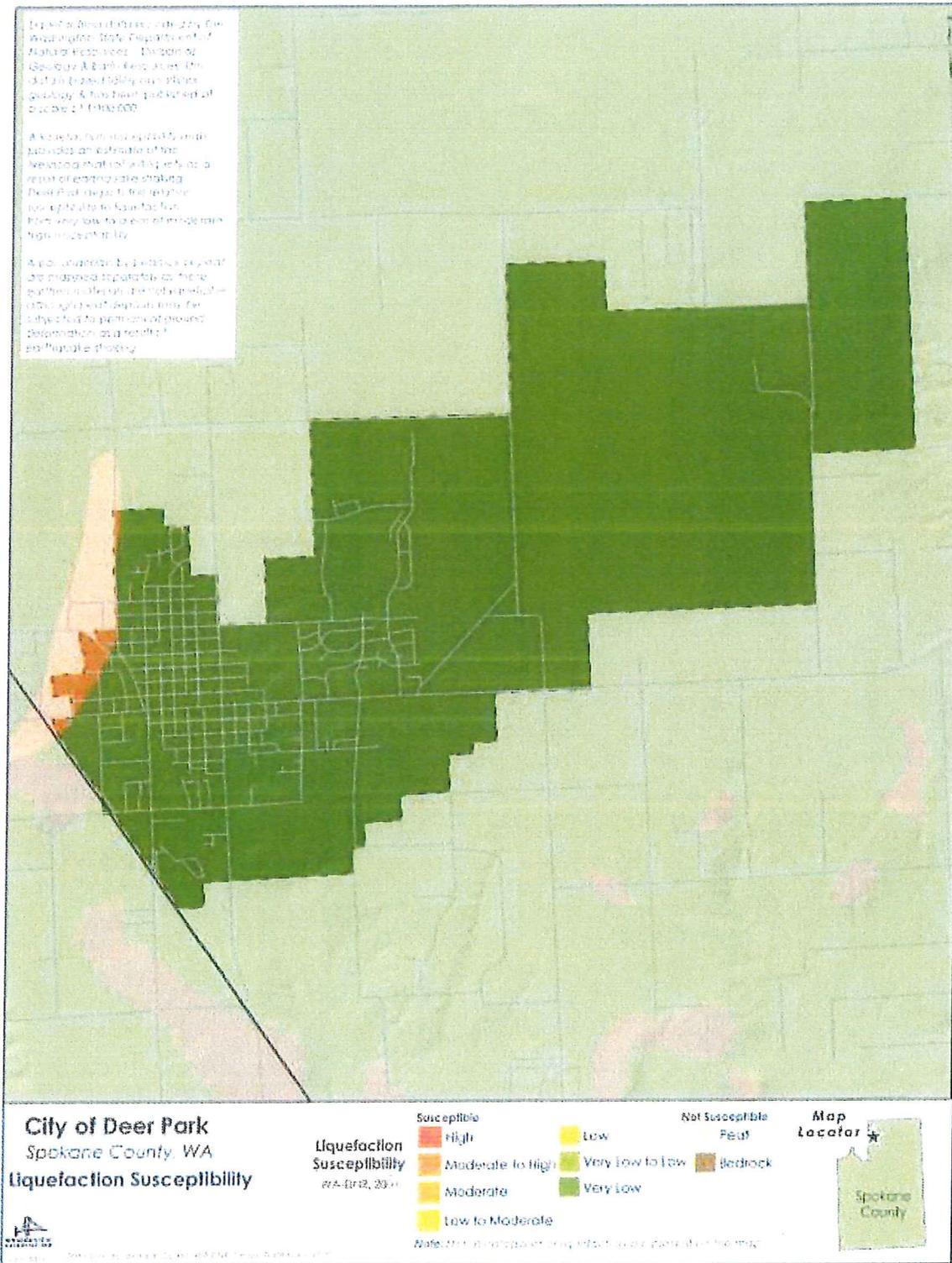
**TABLE 4-10.
STATUS OF PREVIOUS HAZARD MITIGATION ACTION PLAN**

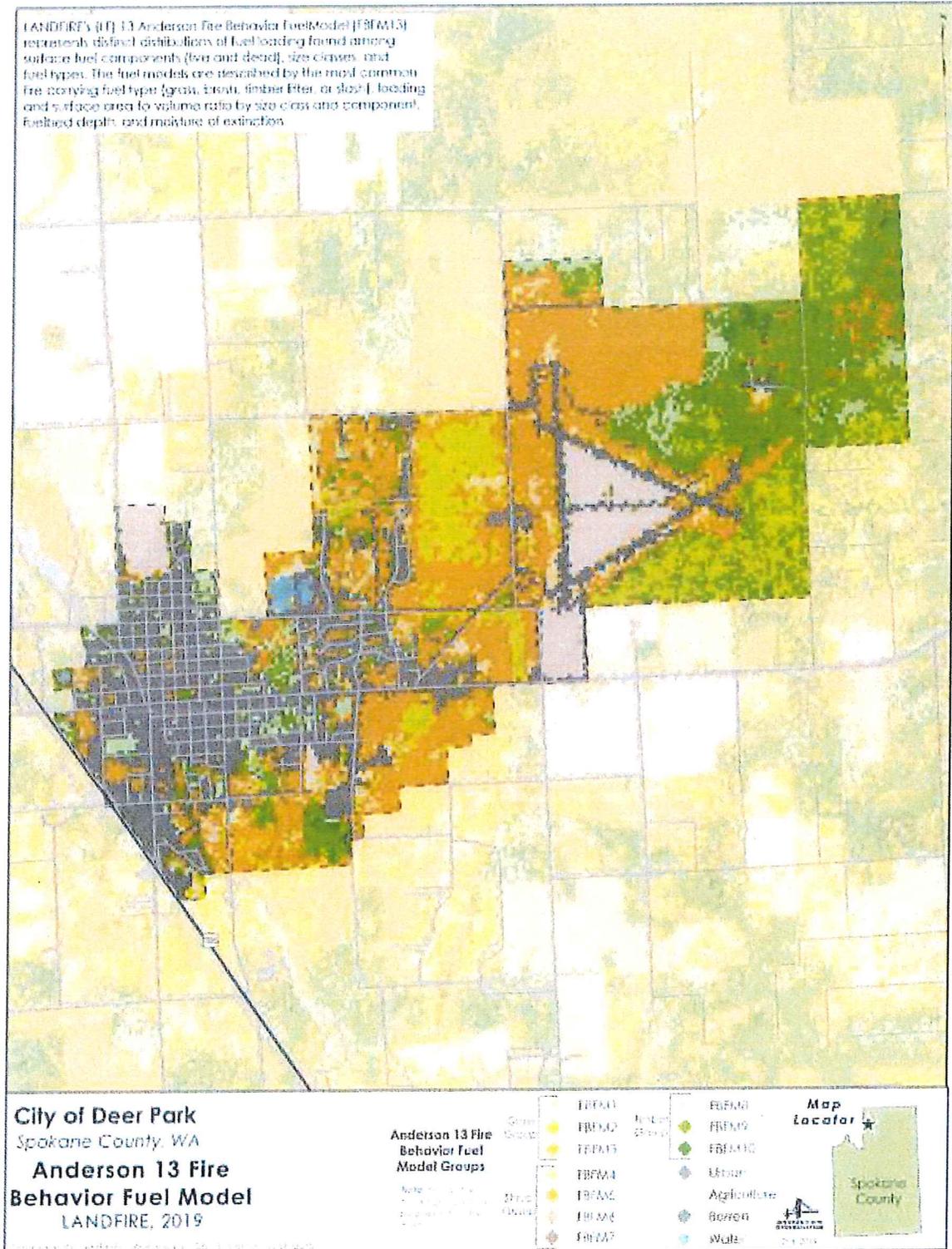
		Current Status			
		Completed	Continual / Ongoing Nature	Removed -/No Longer Relevant / No Action	Carried Over
Mitigation Strategy	Project Status				
Maintain compliance and participation with National Flood Insurance Program.	Code updates in Building and Planning as warranted to maintain compliance within the NFIP. NFIP data was provided as an outreach effort during the 2020 HMP development.	✓	✓		✓
Participation in NFIP Community Rating System.	Monitoring areas for action. Enrollment within the CRS program remains an option for the City, but at present, the City lacks the capacity to administer a program of this magnitude.				✓

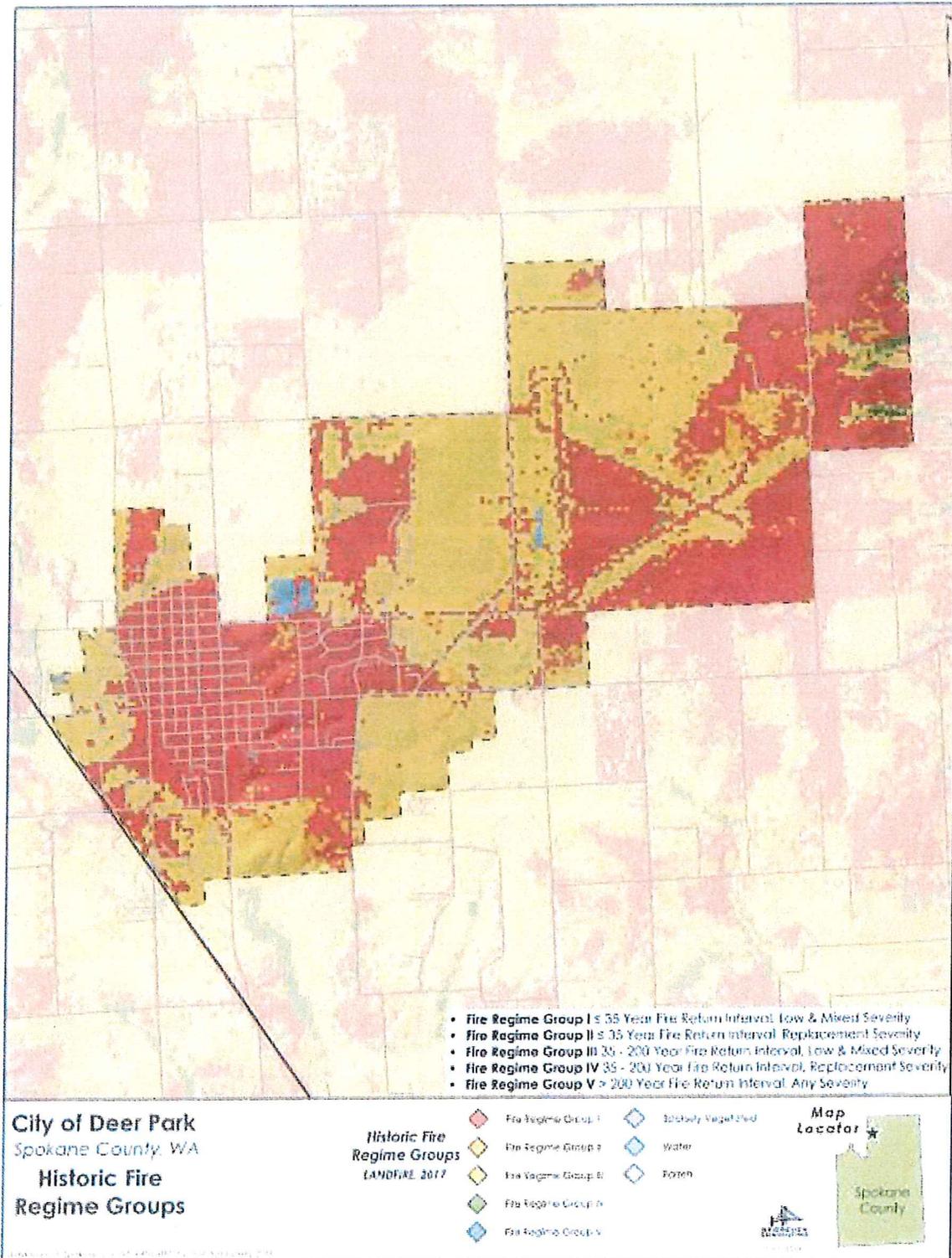
Hazard area extent and location maps are included below. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

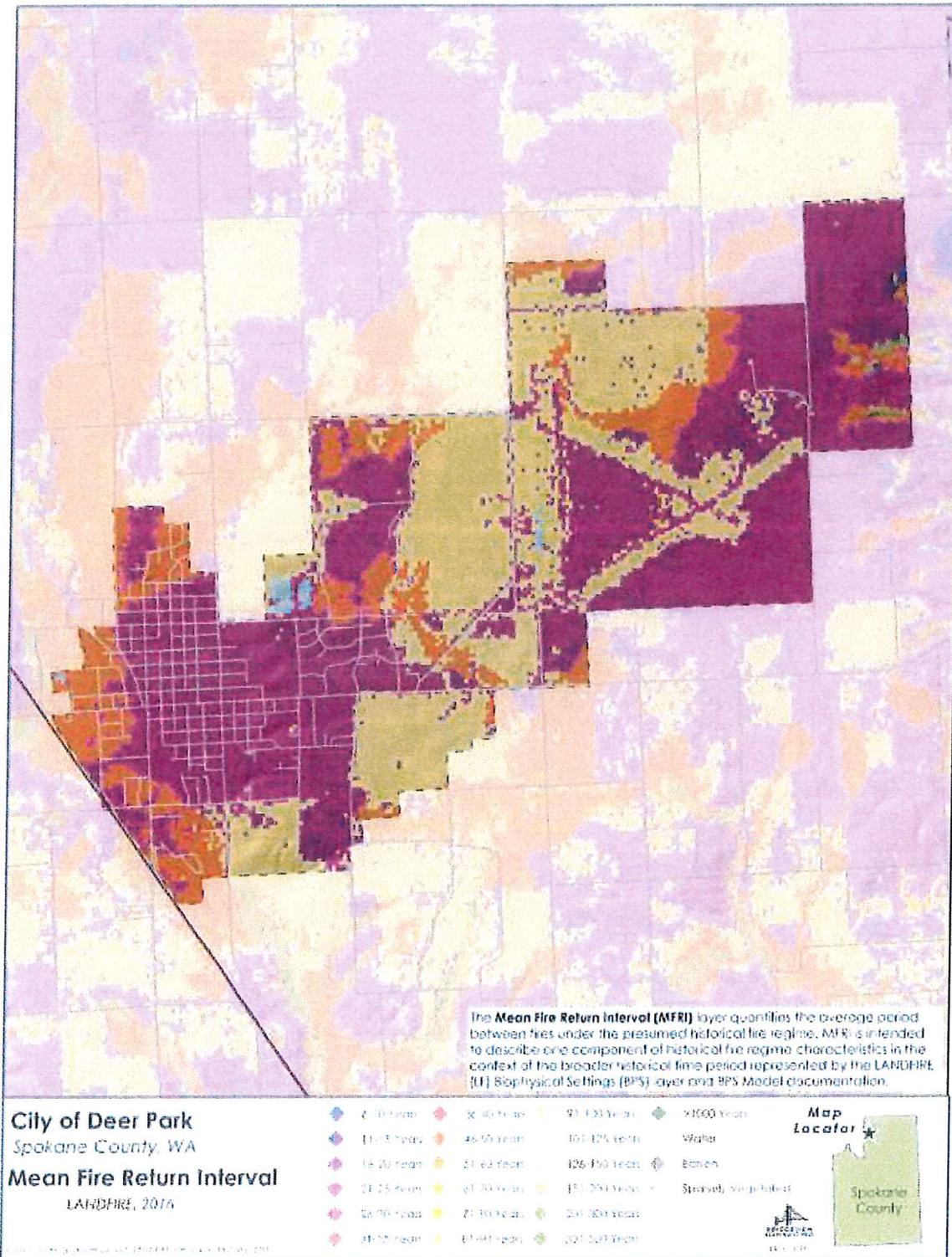


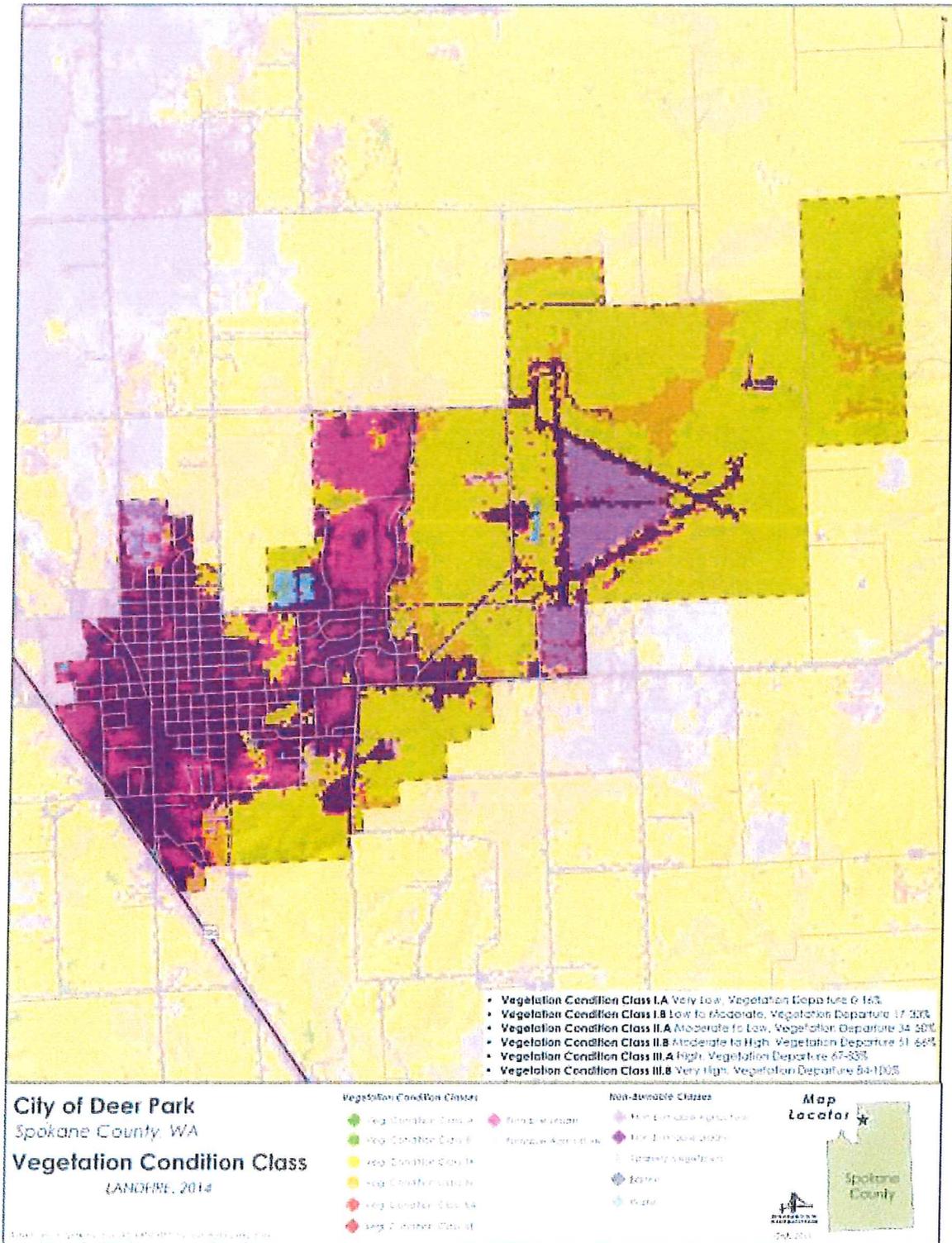












**CITY OF DEER PARK
RESOLUTION 2020-004**

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF DEER PARK, REPEALING RESOLUTION 2019-003 AND RECREATING A SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM DESIGNATING THE 2021 THROUGH 2026 PROPOSED STREET IMPROVEMENT PROJECTS.

WHEREAS, Washington State statues require the adoption of an annual Comprehensive Street Plan as a part of the Six Year Transportation Improvement Program; and

WHEREAS, the City Council for the City of Deer Park held a public hearing on the proposed Street Plan at their regular meeting on April 15, 2020; and

WHEREAS, there was a resolution created by number 2019-003 that is to be repealed and replaced by resolution 2020-004;

NOW THEREFORE the City Council for the City of Deer Park, Spokane County, Washington, hereby resolves as follows:

Section 1. Resolution 2019-003 is repealed and replaced by Resolution 2020-004.

Section 2. The City of Deer Park Streets are prioritized for the years 2020-2025 Six Year Transportation Improvement Program as follows:

- | | | |
|-----|------------------|-------------------------------------|
| 1. | Colville Avenue | E. Crawford to N. City Limits |
| 2. | Fir Avenue | W. Crawford to H Street |
| 3. | Airport Avenue | E. Crawford to Sixth Street |
| 4. | Colville Avenue | I Street to S. City Limits |
| 5. | S. Weber Avenue | E. Crawford to S. City Limits |
| 6. | W. Fourth Street | North Avenue to Main Street |
| 7. | North Avenue | W. Fourth Street to N. City Limits |
| 8. | W. D Street | Main Street to S. Fir Avenue |
| 9. | Northwest Avenue | W. Fourth Street to W. City Limits |
| 10. | E. Sixth Street | N. Colville to N. Reiper |
| 11. | N. Forest Avenue | E. Second Street to E. Sixth Street |

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON
THIS _____ DAY OF _____ 2020.

APPROVE:

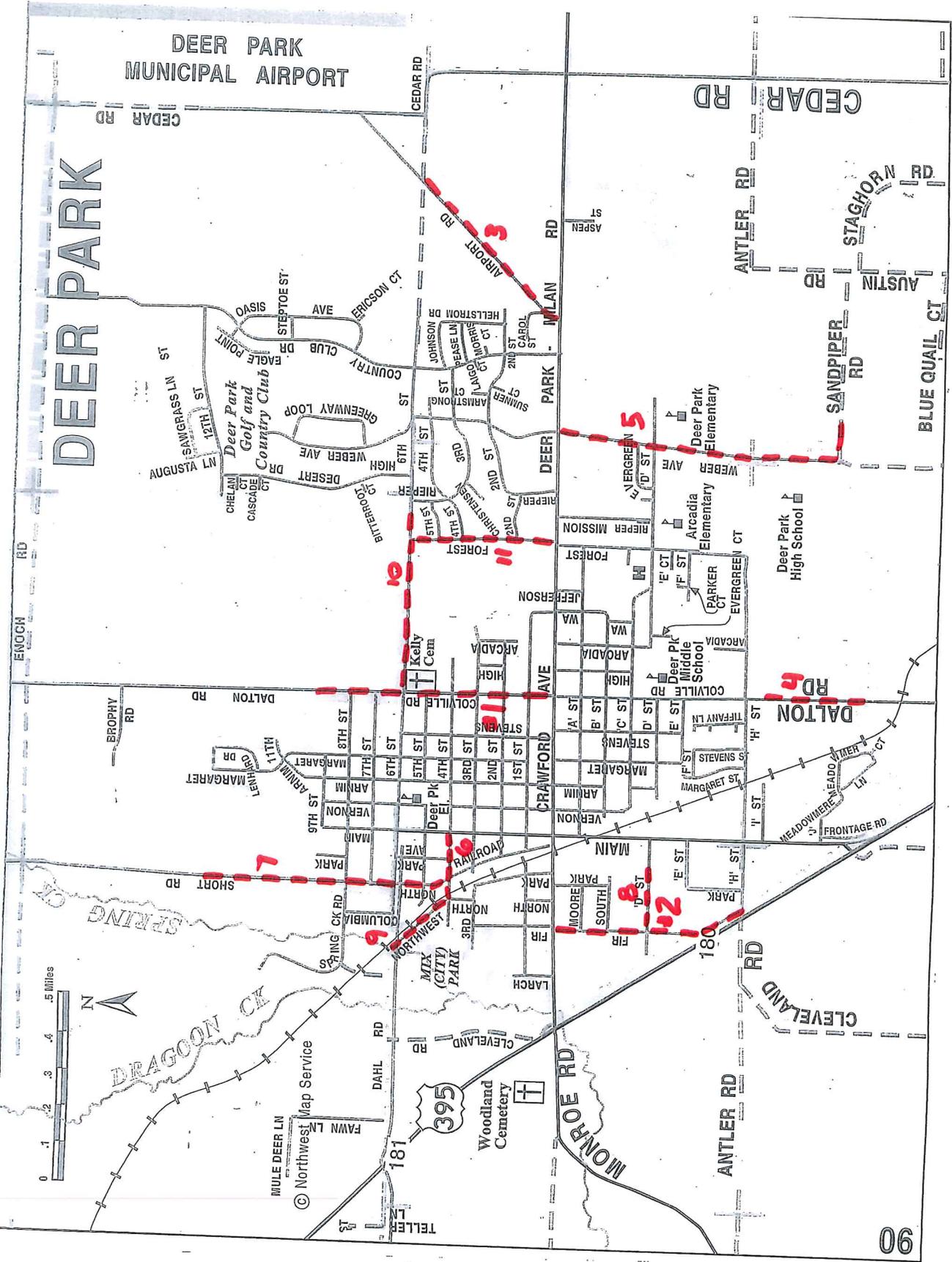
ATTEST:

Timothy Verzal, Mayor

Debra Cragun, City Clerk/Treasurer

DEER PARK

DEER PARK MUNICIPAL AIRPORT



RESOLUTION NO. 2020-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, FINDING THAT SOLE SOURCE AND SPECIAL MARKET CONDITIONS EXIST AND APPROVING PURCHASE OF A METAL PLESS MAXXPRO WING BLADE WITH LIVE EDGE SNOWPLOW ATTACHMENT AND RELATED ACCESSORIES WITHOUT COMPETITIVE BIDDING.

WHEREAS, the City of Deer Park ("City") has for several years worked diligently to remove snow from City right-of-ways in a manner that does not pile snow in the driveways of City home owners; and

WHEREAS, the City has been able to plow snow in this manner because it has utilized road graders as part of its snow removal operations; and

WHEREAS, in addition to keeping residential driveways from being blocked in as a part of the City snow removal process, the City maintains removal of snow at multiple roundabouts located within the City; and

WHEREAS, in order to keep residential driveways clear and remove snow from the roundabouts, use of specific types of snow removal equipment is necessary; and

WHEREAS, within the last few years, the City experienced a problem with the purchase of snow removal equipment from the lowest bidder which ultimately resulted in a legal claim settlement and return of the snow removal equipment that did not work; and

WHEREAS, the City has explored the option of purchasing an additional used road grader for an estimated cost in excess of \$100,000.00 dollars or the purchase of a floating edge snowplow attachment that could be mounted on an existing City vehicle and used during the winter season at a significantly lower cost as further described in this Resolution; and

WHEREAS, as a result of the City product search, the City has learned that the only snowplow blade with a live or floating edge is manufactured by Metal Pless and is sold only through ASI, Nevada, LLC the exclusive U.S. Northwest distributor for the Metal Pless snowplow blade; and

WHEREAS, The City Council finds that the above provisions of this Resolution identify a special market condition pursuant to RCW 39.04.280(1)(b) and provide the factual basis for waiving the competitive bidding requirements that would normally apply to a purchase of this nature for the amount of money described below herein and in addition the City Council finds that the competitive bidding requirements should be waived as the product the City desires to purchase is “clearly and legitimately limited to a single source of supply” pursuant to RCW 39.04.280(1)(a) as described in this Resolution; and

WHEREAS, the City Director of Community Services and Director of Operations have observed the Metal Pless product with the live or floating edge in person and determined that the ability to not plow in driveways, remove snow from the roundabouts without damaging existing curbs, gutters, and roundabout lips, and the ability to maneuver around and over utility manhole covers located in the roadways all support selection of the product recommended for purchase by the City staff as set forth in this Resolution; and

WHEREAS, the Mayor and City Council find that passage of this Resolution and the purchase of the product described below herein is in the best interest of the public health, safety, and welfare of the citizens of the City, **NOW THEREFORE**

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

FOLLOWS:

Section 1. The "Whereas" provisions of this Resolution set forth the facts upon which the Council relies to support its finding that a special market condition exists and that a sole source for this product exists and therefore waiver of the competitive bidding requirements that would otherwise apply to the purchase of the product described in Section 2 of this Resolution is reasonable and appropriate.

Section 2. The Mayor and City staff are authorized to pay \$42,837 plus applicable sales tax to purchase the Metal Pless MaxxPro Wing Blade with Live Edge and associated parts from ASI Nevada, LLC as more specifically described in the Quotation dated March 9, 2020 attached hereto marked as Exhibit "A" to this Resolution and made a part herein as if set forth in full. The Mayor and City staff are authorized to execute all documents necessary to complete the purchase transaction authorized in this Section of this Resolution.

Section 3. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

APPROVED by the City Council of the City of Deer Park, Washington at an Open Public Meeting the ____ day of _____, 2020.

TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER

APPROVED AS TO FORM:

CHARLES D. ZIMMERMAN, CITY ATTORNEY

ASI NEVADA, LLC

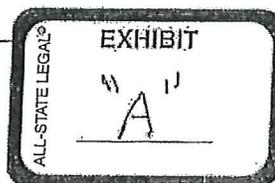
P.O. Box 1342
Zephyr Cove, NV 89448

Quotation

Date	Quote #
3/9/2020	214

Name / Address
City of Deer Park Brad Wainwright P.O. Box F Deer Park, WA 99006

				Project
Item	Description	Qty	Rate	Total
MPPRO1048-18LE	Metal Pless MaxxPro wing blade with Live Edge	1	34,145.00	34,145.00T
	Spare cutting edge parts:			
MPLECCE-23 7/8...	CUTTING EDGE LIVEEDGE (GEN3) PBN	3	375.00	1,125.00T
MPLECCE-23 7/8...	RIGHT CAP END CUTTING EDGE 23-7/8" PNB	1	434.00	434.00T
MPLECCE-23 7/8...	LEFT CAP END LIVE EDGE 23 7/8" PNB	1	434.00	434.00T
MPCR48-INTHD	Curb runners (pair)	1	441.00	441.00T
MPAP9/D48CCE/...	CARBIDE ABRASION SHOE RIGHT LEFT 48"	2	835.00	1,670.00T
	Other spare parts			
MPAP9/8-13/CU3...	SIDE GATE CYLINDER (PRO 2013 3-1/2)	1	588.00	588.00T
MPAP9/16-12	ANGLE CYLINDER MAXXPRO BU3520	1	518.00	518.00T
MPLB/8-3(GEN4)	SPRING ASSEMBLY GEN 4	1	221.00	221.00T
MPLESPRING1-...	LIVE EDGE SPRING 1-7/8	2	40.00	80.00T
MPAP9/24-6	CUSHION VALVE (SEE AP9/24-6)	1	231.00	231.00T
Shipping & Handl...	Shipping and Handling	1	2,950.00	2,950.00T
	Out of State Sales Tax		0.00%	0.00
			Total	USD 42,837.00



RESOLUTION NO. 2020-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, DECLARING A STATE OF EMERGENCY WITH RESPECT TO COVID-19, INVOKING THE EMERGENCY POWERS SET FORTH IN CHAPTER 38.52 RCW AND ALL OTHER APPLICABLE LAWS, AND AUTHORIZING THE MAYOR TO REQUEST STATE, FEDERAL OR OTHER FUNDING AS NECESSARY ON BEHALF OF THE CITY TO ADDRESS THE IMPACTS OF COVID-19 ON THE CITY.

WHEREAS, on January 31, 2020 the United States Department of Public Health and Human Services declared a public emergency for the novel coronavirus ("COVID-19") beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Washington State Governor, Jay Inslee, signed Proclamation 20-05 proclaiming that a state of emergency exists in all counties in the state of Washington due to the number of confirmed cases of COVID-19, and directing that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented, and stating this situation may last for a significant period of time and cause a threat to life and property; and

WHEREAS, Governor Inslee amended Proclamation 20-05, further detailing the COVID-19 emergency in multiple additional Proclamations; and

WHEREAS, COVID-19 is a contagious respiratory disease that may result in serious illness or death; and

WHEREAS, federal, state and local health authorities require anyone that has been infected by COVID-19 to remain in isolation or quarantine for a period of fourteen (14) days to avoid exposure to others; and

WHEREAS, the United States Centers for Disease Control and Prevention identifies the potential health threat posed by COVID-19 as high, and has advised that person-to-person spread of COVID-19 will continue to occur; and

WHEREAS, the public health risk associated with this emergency situation should be closely monitored by the City and acted upon quickly and as necessary by the Mayor and City staff; and

WHEREAS, in response to the COVID-19 emergency, On March 17, 2020, Mayor Timothy Verzal signed Emergency Proclamation 2020-01; and

WHEREAS, the City Council hereby ratifies and affirms the action of Mayor Verzal and replaces Proclamation 2020-01 with this Resolution; and

WHEREAS, the City Council finds that declaring an emergency exists and passage of this Resolution authorizing certain actions on behalf of the City to be taken by the Mayor and City staff is in the best interest of the public health, safety, and welfare of the citizens of the City; now therefore,

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

SECTION 1. A state of emergency within the City of Deer Park is declared as a result of the COVID-19 virus and shall remain in effect until such time as the City Council determines the virus no longer presents an immediate threat to the public health, safety, and welfare of the citizens of the City.

SECTION 2. All emergency power and authority set forth in the applicable provisions of Chapter 38.52 RCW, RCW 39.04.280, Titles 35 and 35A RCW, and all other applicable laws are hereby invoked, including without limitation, the right to purchase materials, equipment and supplies, enter into public works contracts, employ temporary workers, and incur obligations without regard to time-consuming procedures and formalities prescribed by law (excepting Constitutional requirements). The Mayor is authorized to use all emergency power and authority as the Mayor deems appropriate.

SECTION 3. The Mayor and City staff are authorized to request all available state and federal financial and other assistance necessary to respond to the emergency that is the subject of this Resolution.

SECTION 4. In accordance with the Office of Response and Recovery Fact Sheet FP 104-009-001 on Infectious Disease Events, the City Council specifically finds as follows:

1. The State has directed execution of its emergency plan;
2. The State has demonstrated that the incident of infection for the COVID-19 virus is abnormally high enough to qualify as a state of emergency;
3. The State has shown that additional assistance is required in order for local governments to effectively respond to the COVID-19 virus emergency; and
4. The State has identified that supplemental federal emergency assistance is required in order to save lives, protect public health and safety, and lessen the impact of the COVID-19 virus.

SECTION 5. This Resolution ratifies, affirms, and replaces City Mayor Emergency Proclamation 2020-01.

SECTION 6. This Resolution shall be effective immediately upon passage by the City Council.

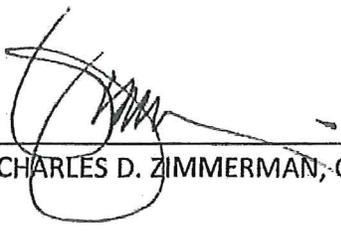
APPROVED by the City Council of the
City of Deer Park, Washington at an
Open Public Meeting the ___ day of
March, 2020.

TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER

APPROVED AS TO FORM:



CHARLES D. ZIMMERMAN, CITY ATTORNEY

CITY OF DEER PARK, WASHINGTON
EMERGENCY PROCLAMATION 2020-01

WHEREAS, the State of Washington, along with much of the world, is experiencing an outbreak of the Novel Coronavirus, known as COVID-19, and;

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread from person to person, and;

WHEREAS, on January 31, 2020 the United States Department of Public Health and Human Services Secretary declared a public emergency for the 2019 Novel Coronavirus beginning on January 27, 2020, and;

WHEREAS, on February 29, 2020 Governor Inslee proclaimed a state of emergency (Proclamation 20-05) for all counties in Washington State due to the spread of COVID-19 and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented, and;

WHEREAS, on March 13, 2020 the Health Officer of the Spokane Regional Health District issued a Health Officer Order, per his authority as provided under WAC 246-100-07, intended on reducing the risk of exposure to COVID-19 which may affect government functions, and;

WHEREAS, measures must be taken to protect public health, safety and welfare of City residents, visitors, and staff, and;

WHEREAS, additional resources may be required in response to the COVID-19 outbreak, and;

WHEREAS, the City may require supplemental assistance, and;

WHEREAS, the severity of this event may go beyond the capability of local resources and the duration of the event is unknown, and;

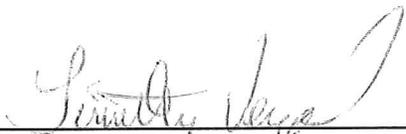
WHEREAS, the existing conditions related to COVID-19 warrant the proclamation of the existence of a local emergency.

Now, therefore, I Timothy Verzal, Mayor of the City of Deer Park, do hereby proclaim that a local emergency now exists due to the COVID-19 outbreak and that emergency operations are in effect, and this necessitates the utilization of emergency powers granted under Chapter 38.52 RCW and all other applicable laws.

The City of Deer Park is authorized to exercise the powers vested under this proclamation considering the exigencies of this emergency without regard to time-consuming procedures and formalities prescribed by law (excepting Constitutional requirements).

This emergency proclamation shall expire unless confirmed and adopted by Resolution of the Deer Park City Council at a meeting of the City Council on or before April 1, 2020.

Dated March 17, 2020

Handwritten signature of Timothy Verzal in cursive script, written above a horizontal line.

Timothy Verzal, MAYOR

Handwritten signature of Deby Cragun in cursive script, written above a horizontal line.

Deby Cragun, CITY CLERK

RESOLUTION NO. 2020-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, AUTHORIZING THE MAYOR AND THE CITY COMMUNITY SERVICES DIRECTOR TO ACT AS THE AUTHORIZED REPRESENTATIVES FOR THE CITY OF DEER PARK WITH RESPECT TO THE RCO GRANT APPLICATION NO. 20-1477- SWINYARD PARK SPLASH PAD AND EXERCISE PATHWAY (THE "PROJECT"), AND CERTIFYING THAT THE CITY HAS ADEQUATE FUNDING FOR THE PROJECT.

Organization Name (sponsor): CITY OF DEER PARK (THE "CITY")

Project Number, and Name: RCO GRANT APP. NO. 20-1477- SWINYARD PARK SPLASH PAD AND EXERCISE PATHWAY

WHEREAS, this Resolution authorizes either of the persons identified below (in Section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by the City to aid in financing the cost of the Project referenced above; NOW, THEREFORE,

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

Section 1. The City has applied for or intends to apply for funding assistance managed by the Office for the above "Project."

Section 2. The City authorizes either of the following persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute any of the following documents binding the City on the above project:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Mayor, Timothy Verzal City Community Services Director, Roger Krieger
Project contact (day-to-day administering of the grant and communicating with the RCO)	Mayor, Timothy Verzal City Community Services Director, Roger Krieger
RCO Grant Agreement (Agreement)	Mayor, Timothy Verzal City Community Services Director, Roger Krieger
Agreement amendments	Mayor, Timothy Verzal City Community Services Director, Roger Krieger

<p>Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.</p>	<p>Mayor, Timothy Verzal City Community Services Director, Roger Krieger</p>
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The above persons are considered “authorized representatives/agents” for purposes of the documents indicated. The City shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

Section 3. The City has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office’s WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. The City understands and acknowledges that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the City. The City acknowledges the Office reserves the right to revise the Agreement prior to execution.

Section 4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representatives/agents have full legal authority to act and sign on behalf of the City.

Section 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on the part of the City.

Section 6. The City understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of the City.

Section 7. The City further understands that prior to our authorized representatives/ agents executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. The City accepts the legal obligation that it shall, prior to execution of the Agreements, confer with our authorized representatives/agents as to any revisions to the project Agreement from that of the sample Agreement. The City also acknowledges and accept that if its authorized representatives/ agents execute the Agreements with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with City authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project referenced above.

Section 9. If a match is required for the grant, the City understands the City must certify the availability of the match at least one month before funding approval. In addition, the City understands it is responsible for supporting all non-cash matching share commitments to this Project should they not materialize.

Section 10. The City acknowledges that if it receives grant funds managed by the Office, the Office will pay the City on only a reimbursement basis. The City understands reimbursement basis means that the City will only request payment from the Office after the City incurs grant eligible and allowable costs and pays them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

Section 11. The City estimates the total Project cost will be approximately \$700,000. The City certifies that it has adequate funds available to pay for the Project, prior to receiving the reimbursement described in Section 10. City funds shall be allocated from the Deer Park School District land purchase and the City general fund, as necessary. The City anticipates its portion of the Project costs will be between thirty and fifty percent of the total Project costs.

Section 12. The City acknowledges that any property owned by the City that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or the Office in writing and per the Agreement or an amendment thereto.

Section 13. This Resolution is deemed to be part of the formal grant application to the Office.

Section 14. The City warrants and certifies that this Resolution was properly and lawfully adopted following the requirements of the City and applicable laws and policies and that the City has full legal authority to commit the City to the warranties, certifications, promises and obligations set forth herein.

Section 15. This Resolution shall be effective immediately upon approval by the City Council.

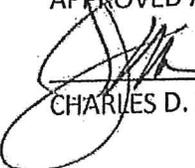
APPROVED by the City Council of the
City of Deer Park, Washington at an
Open Public Meeting the ____day of
_____, 2020.

TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK/TREASURER
DEER PARK CITY HALL
316 E. CRAWFORD
DEER PARK, WA 99006

APPROVED AS TO FORM:



CHARLES D. ZIMMERMAN, CITY ATTORNEY

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 **38405 through 38445 including EFT Debits in the amount of \$214,566.28.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38405 through 38445 including EFT Debits in the amount of \$214,566.28 this 1st day of April 2020.**

Vouchers 1st Half March 2020

Fiscal : 2020

Period: 2020 - March

Number	Vendor Name	Account Description	Amount
38405	A-1 Team Heating and Cooling	Furnace Repair Water Storage Repair	\$463.99
38406	Action Medical, Inc.	Medical Supplies for Trucks	\$428.45
38407	American Linen	Central Services Supplies	\$308.92
		Mat Change out	\$56.70
		Check Total:	\$365.62
38408	Assoc. of WA Cities/AWC	Elected Officials Class	\$360.00
38409	Autozone	Truck Maintenance	\$13.51
38410	Avista Utilities	Avista Lower Lvl City Hall	\$20,360.19
38411	Centurylink	Fiber Communications	\$1,790.44
38412	Centurylink	Communications	\$1,703.64
38413	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$16,470.37
		Full Service Fuel Surcharge	\$343.73
		Utilities	\$877.90
		Check Total:	\$17,692.00
38414	City Service Valcon, LLC	Fuel	\$1,401.35
		Terminal Maintenance	\$16.00
		Resale Fuel	\$21,745.02
		Check Total:	\$23,162.37
38415	Deer Park Ace Hardware	Central Services Supplies	\$19.63
		R & M Structures	\$64.85
		Supplies	\$436.74
		Tools & Equipment	\$6.26
		Check Total:	\$527.48
38416	Deer Park Chamber of Commerce	Deer Park Chamber Assistance	\$700.00
		Visitor Information & Tourism Promotion	\$250.00
		Check Total:	\$950.00
38417	Deer Park Printing LLC	Central Services Supplies	\$81.15
38418	Department of Ecology	Lagoon Liner 1400003 Interest	\$4,747.69
		Lagoon Liner 1400003 Principle	\$16,880.79
		Check Total:	\$21,628.48
38419	Department of Health	State Health Permit	\$408.00
38420	Economic Development NW	Economic Develop Contract	\$1,700.00
38421	Fastenal	Supplies	\$5.65
38422	Fish Window Cleaning	Window Cleaning	\$542.00
38423	H.D. Fowler Company	Golf Course Water Line Repair	\$3,453.85
38424	Horizon	Wastewater Repair	\$537.36

38425	Inland Feed And Farm	Airport Vehicle Fuel	\$348.60
38426	Inland Power And Light	Utilities	\$1,749.08
38427	Jub Engineers, Inc.	Professional Services	\$4,459.81
		Shamrock Glen Construction Observ.	\$49.19
		Spokane CO Bldg/plan Checks	\$1,118.61
		Subdivision DP Meadows Insp.	\$4,419.89
		SubdivisionHope Meadow Insp.	\$739.88
		Check Total:	\$10,787.38
38428	McKinstry Essention, LLC	City Hall Building Repairs	\$8,096.10
38429	Napa Auto Parts	Supplies	\$1,283.85
38430	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$6,888.50
		Professional Services	\$2,352.00
		Check Total:	\$9,240.50
38431	Oxarc Inc.	Tools & Equipment	\$15.35
38432	Prettyman's Septic Service	Professional Services	\$70.00
38433	Railroad Mgmt Company III, LLC	Water Lince Access	\$258.95
38434	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$343.73
		Professional Services	\$3,000.00
		Check Total:	\$3,343.73
38435	Spokane County Treasurer	Striping	\$738.22
38436	Spokane County Treasurer	Spokane CO Jail Services	\$1,173.40
38437	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$64,167.00
38438	Spokane House of Hose	Supplies	\$455.73
38439	Spokesman-Review	Ads And Legals	\$88.72
		Advertising	\$118.17
		Check Total:	\$206.89
38440	STRATA	Pavement Restoration	\$1,299.50
38441	The Goodyear Tire & Rubber Company	Tire Repair and Replacement	\$618.89
38442	Tribune	Job Advertisement	\$34.40
		Sealed Bids	\$63.00
		City ~ Crawford/Colville Design	\$99.00
		Check Total:	\$196.40
38443	US BANK ST. PAUL	Revenue Bond Interest	\$5,227.50
38444	Verizon Wireless	City Cell Phones	\$283.11
38445	Washington Trust Bank	Professional Services	\$555.56
		Supplies	\$459.14
		Travel/training	\$1,304.05
		Check Total:	\$2,318.75
EFT Debit Acct. Analysis Chge	Washington Trust Bank	Professional Services	\$2.76

EFT Debit	State of Washington	Excise Tax Remittance	\$4,607.61
Combined Excise			
Tax Feb 2020			
		Fuel Sales Tax	\$1,902.80
		Check Total:	\$6,510.41
	Grand Total		\$214,566.28
Total Accounts Payable for Checks #38405 Through #EFT Debit Combined Excise Tax Feb 2020			

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 **38446 through 38467 in the amount of \$94,149.23.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38446 through 38467 in the amount of \$94,149.23 this 1st day of April 2020.**

Vouchers 2nd Half March 2020

Number	Vendor Name	Account Description	Amount
38446	American Linen	Supplies	\$348.82
		Mat Change Out	\$56.70
		Check Total:	\$405.52
38447	Anatek Labs	Water Testing - Anatek	\$125.00
38448	Autozone	Airport Supplies	\$15.07
38449	Centurylink	Communications	\$41.26
38450	Department of Ecology	Dept of Ecology License	\$2,081.16
38451	Drury, Clint	Boot Allowance	\$205.38
38452	Fastenal	Water/Wastewater Supplies	\$269.35
38453	Ferguson Waterworks	Items Purchased For Resale	\$903.63
38454	G and S Landscape	Winter De-icer	\$1,629.61
38455	H.D. Fowler Company	Repair and Maintenance	\$1,214.18
		Supplies	\$240.58
		Check Total:	\$1,454.76
38456	Inland Asphalt Company	Pavement Restoration	\$17,400.01
38457	Jub Engineers, Inc.	STBG ~ Crawford/Colville Design	\$32,464.10
		Treatment Lagoon Design	\$12,293.07
		Check Total:	\$44,757.17
38458	McKinstry Essention, LLC	City Hall Upgrades	\$6,507.40
38459	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$659.00
		Professional Services	\$2,804.08
		STBG ~ Crawford/Colville Design	\$1,344.00
		Check Total:	\$4,807.08
38460	Quadient Leasing	Folder/inserter/ Mailings	\$1,008.21
38461	Reliance Janitorial	City Hall Janitorial Services	\$535.00
38462	Ricoh USA, Inc	City Hall Copier Contract	\$208.62
		Supplies	\$237.00
		Check Total:	\$445.62
38463	Schultz's Aviation, LLC	Airport Management Contract March 2020	\$9,441.67
38464	Spokane County District Court	Professional Services	\$845.56
38465	Spokane County Title CO	Waste Water Plant Information	\$326.70
38466	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$894.07
38467	Washington Trust Bank	Safe Deposit Box	\$50.00
	Grand Total		\$94,149.23
	Total Accounts Payable for Checks #38446 Through #38467		

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 13691 through 13720 including PFML and 941 Taxes in the amount of \$107,493.86.

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 13691 through 13720 including PFML and 941 Taxes in the amount of \$107,493.86 this 1st day of April 2020.

Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and American Medical Response Service, Inc. Spokane, Washington (hereinafter "AMR" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of February, 2020 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to AMR 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 AMR'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.** AMR 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. AMR 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 February 01, 2020 and terminating January 31, 2021, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, AMR 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 AMR during the term shall be only those dates of use approved in writing by the City Airport Manager.

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

One Hundred Twenty dollars (\$120.00) per day use shall be rendered.

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. AMR shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. AMR shall notify the airport manager of any cancellations. If AMR 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, AMR 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.** AMR 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.** AMR 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 AMR to remove such improvements at AMR's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

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

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

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

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

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

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.** AMR 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, AMR, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, AMR 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.** AMR 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 AMR. AMR 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 AMR'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. AMR 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.	Paul Priest
PO Box F	
Deer Park WA 99006	
(509)276-8802	
	Phone (509) 655-5341
	Email paul.priest@amr.net

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

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

CITY OF DEER PARK

ATTEST:

By: _____
Timothy Verzal, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee

By:  R.D.

Printed Name: Paul Priest

Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and LIBERTY LAKE POLICE DEPT., Washington (hereinafter "LIBERTY LAKE POLICE DEPT." or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2020 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to LIBERTY LAKE POLICE DEPT. the following premises (the "Premises"):

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

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

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

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

2. **TERM.** The term of this Use Agreement is for one (1) year beginning on April 1, 2020 and terminating March 31, 2021, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, LIBERTY LAKE POLICE DEPT. shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by LIBERTY LAKE POLICE DEPT. during the term shall be only those dates of use approved in writing by the City Airport Manager.

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

One Hundred Twenty dollars (\$120.00) per day use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **MISCELLANEOUS.**

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

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

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

18. NOTICES

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

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

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

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

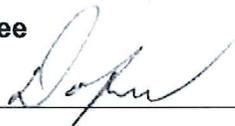
CITY OF DEER PARK

ATTEST:

By: _____
Timothy Verzal, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee

By:  _____

Printed Name: D. MORGAN 0883/SGT LLPD

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 April, 2020 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 April 1, 2020 and terminating March 31, 2021, 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 Twenty dollars (\$120.00) 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.

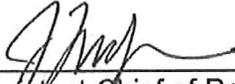
CITY OF DEER PARK

ATTEST:

By: _____
Timothy Verzal, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee Spokane Police Department

By:  _____
Assistant Chief of Police

By: _____
City Clerk

Printed Name: JUSTIN LUNDBERG

Printed Name: _____

Deer Park Municipal Airport USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and MM RACING CLUB, Washington (hereinafter "MM RACING CLUB" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of April, 2020 agree as follows:

1. **PREMISES.**

A. **Premises.** The City shall allow access to MM RACING CLUB the following premises (the "Premises"): Portion of abandoned taxiway and runway at DEER PARK MUNICIPAL AIRPORT as set out on the attached Exhibit "A" dated March 24, 2010, and its terms incorporated herein by this reference.

The City reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for MM RACING CLUB's intended purpose as a DRIVER Training area.

B. **Use of Premises.** The Premises shall only be used for DRIVER 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.** MM RACING CLUB shall comply with all reasonable rules and regulations regarding the use and care of the Premises and City's DEER PARK MUNICIPAL AIRPORT as adopted or amended from time to time. MM RACING CLUB agrees it will not disturb the City by making or permitting any unreasonable disturbance or unusual noise, vibration, emission, sense of order, discharge, traffic or road obstruction, general nuisance or other condition in, on or adjoining the Premises inconsistent with the contemplated use specified herein.

2. **TERM.** The term of this Use Agreement is for one (1) year beginning on April 1, 2020 and terminating March 31, 2021, subject to the provisions of paragraph 12. **TERMINATION-HOLDING OVER** of the Use Agreement. Upon termination of this Use Agreement, MM RACING CLUB shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by MM RACING CLUB during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. **RENTAL.** MM RACING CLUB shall pay to the City rental as follows:

One Hundred Twenty dollars (\$120.00) per day use, in addition a five dollar (\$5.00) fee per registered automobile shall be rendered.

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. MM RACING CLUB shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. MM RACING CLUB shall notify the airport manager of any cancellations. If MM RACING CLUB does not pay the rent by the due date, the City may add a late charge of up to ten percent (10%) of the rent for each month rent is delinquent. If rent is not paid, MM RACING CLUB shall be deemed to be in default of this Use Agreement. See paragraph 13. **DEFAULTS** of the Use Agreement for default terms.

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

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

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

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

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

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

10. **INDEMNIFICATION, LIABILITY INSURANCE.** The City and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including, but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the MM RACING CLUB in, on or about the Premises by MM RACING CLUB, its employees, agents, volunteers and invitees. MM RACING CLUB and MM RACING CLUB agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by MM RACING CLUB, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of the MM RACING CLUB, or the MM RACING CLUB's employees, agents, volunteers and invitees while engaging in or arising from the MM RACING CLUB'S use of the Airport pursuant to the terms of this Use Agreement. In addition, MM RACING CLUB shall maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence. The City shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled without first having given the City thirty (30) days advance written notice of an intended cancellation. MM RACING CLUB shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** MM RACING CLUB shall not assign, transfer or sublet the Premises.

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

The City reserves the right to terminate said Use Agreement upon ten (10) days written notice to the MM RACING CLUB without cause.

13. **DEFAULTS.** Time is of the essence, and if MM RACING CLUB is in default under this Use Agreement the City may immediately terminate this tenancy after having given MM RACING CLUB three (3) days notice in writing in the event of nonpayment of rent, or ten (10) days notice in writing for other defaults and giving MM RACING CLUB an opportunity to cure such defaults. If not so cured within the specified time, then the City may immediately terminate this tenancy and repossess

the Premises and store any personal property found thereon, and later sell such property to reimburse the City for part of its damages. In the event of such default, MM RACING CLUB shall be fully liable for any and all direct or indirect damages suffered by the City.

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

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

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

17. **MISCELLANEOUS.**

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

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

18. **NOTICES**

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

City of Deer Park	Lessee
E 316 Crawford Ave.	MM RACING CLUB
PO Box F	Jonathon Haymore MD
Deer Park WA 99006	17221 E. Rosemont Lane
(509)276-8802	Greenacres, WA. 99016
	509-828-7917
	JHaymore@rockwoodclinic.com

JHaymore@multicare.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

ATTEST:

By: _____

Timothy Verzal, Mayor

By: _____

Deby Cragun, City Clerk/Treasurer

Lessee

By:  _____

Printed Name: Sonathan Haymore