

**City of Deer Park
City Council Agenda
May 15, 2019
7:00 p.m.**

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

1. **Call to Order**
Roll Call: Mayor Tim Verzal
Councilmember's: Dee Cragun, Mary Babb, Richie Schut,
Don Stevens and Joe Polowski

Community Services Director: Roger Krieger
Clerk/Treasurer: Deby Cragun
2. **Invocation**
3. **Pledge of Allegiance & Welcome**
4. **Approval of Agenda**
5. **Approval of May 01, 2019 regular council meeting minutes**
6. **New Business**
 - A. Spokane County Library ~ SCLD Library Levy Lid Lift.
 - B. Community Economic Revitalization Board (CERB) Initial Offer of Financial Aid ~ \$1,250,000.00
 - C. Janitorial Services Agreement ~ Reliance Janitorial
7. **Resolutions**
 - A.
8. **Ordinances**
 - A. Ordinance 2019-985 ~ Better Built Construction Zoning Map Amendment ~ **Third Reading**
 - B. Ordinance 2019-986 ~ Amending Chapter 10.08 of Deer Park Municipal Code, Load Limit Restrictions When Seasonal Road Restrictions are in Effect. ~ **First Reading**
9. **Consent Agenda**
 - A. Approval of Voucher Claim Check Nos. 37640 through 37692 including EFT Debits in the amount of \$206,855.23 for the First Half of May 2019.
 - B. Airport Use Agreement ~ Liberty Lake Police Department.
 - C. Airport Use Agreement ~ WA State Criminal Justice Training Commission.
 - D. Airport Use Agreement ~ Spokane County Fire District #4
10. **Interested Citizens: Oral Communications, Requests, and Comments from Audience on Unrelated Agenda Items.**
11. **Report of Departments**
12. **Report of Officers**

Americans with Disabilities Act (ADA) accommodations provided upon request

13. Executive Session

14. Adjournment

**City of Deer Park
City Council Minutes
May 01, 2019**

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, Don Stevens and Joe Polowski
Community Services Director: Roger Krieger,
City Attorney: Chuck Zimmerman
Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer: Deby Cragun (Absent)
Audience: 12

2. Invocation

Caleb Stapp from First Baptist Church gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

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

5. Approval of April 17, 2019 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE APRIL 17, 2019 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

A. Wastewater Spray Farm – Fertilizer/Seed/Herbicide Bid Award

Roger Krieger reviewed the bid that was received. He stated it is the recommendation of staff, to award the bid to Lazy L Farm Service & Supply LLC, for farm seed, fertilizer and herbicide for the 2019 wastewater irrigation and farming season.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY STEVENS TO:

APPROVE WASTEWATER SPRAY FARM – FERTILIZER/SEED/HERBICIDE BID AWARD TO LAZY L FARM SERVICE & SUPPLY LLC IN THE AMOUNT OF \$20,925.00 (PLUS SALES TAX).

MOTION CARRIED 5-0.

7. Resolutions

A. Resolution 2019-004 ~ WSDOT Aviation Division Guaranteeing Grant Match Money Availability

Mayor Verza read the heading to Resolution 2019-004.

Darold Schultz, Airport Manager reviewed Resolution 2019-004. He also discussed the availability of funds in the Airport General Operations Fund.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI TO:

APPROVE RESOLUTION 2019-004 ~ WSDOT AVIATION DIVISION GUARANTEEING GRANT MATCH MONEY AVAILABILITY.

MOTION CARRIED 5-0.

8. Ordinances (Second Reading Public Input)

- A. Ordinance 2019-985 ~ Better Built Construction Zoning Map Amendment

Mayor Verza read the heading to Ordinance 2019-985 indicating it is the second reading and time for public input.

Staff discussed zoning of area and proposed new zone.

Mayor Verza moved Ordinance 2019-985 on to the Third Reading.

9. Consent Agenda

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

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

- A. Approval of Voucher Claim Check Nos. 37590 through 37639 in the amount of \$77,109.05 for the Second Half of April 2019.
- B. Approval of Payroll Check Nos. 13309 through 13339 including 941 Taxes in the amount of \$110,639.70 for the month of April 2019.
- C. Airport Use Agreement ~ Spokane Police Department
- D. Code Enforcement Services Employment Agreement ~ Dave Matz
- E. Spokane County Imagery License Renewal Agreement

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

Caleb Stapp stated at noon tomorrow May 2, 2019 there will be a gathering at the City Hall Flagpole for the National Day of Prayer. There will be a First Saturday Market June 1st at Perrins Park, vendors – produce, Chamber Contacts. On May 18th Discover Deer Park Day at the Picket Fence at 10:00 a.m. for more information visit their website at DEERPARKWA.COM.

Kim and Jeff Hickethier spoke to the homeless person in/around town that is camping various places. He has a dog that is not on a leash. SCRAPS has picked up the dog then released him back. The Hickethier's feel he and the dog are nuisances. Jeff also commented on the areas the homeless person has been found broken into.

Ron Scholz commented on the homeless person as well.

Dave Matz discussed process of dealing with individual as is being discussed and problems/costs.

11. Report of Officers

Councilmember Schut met with the Postmaster on April 18, 2019. He handed out a report detailing this meeting.

Councilmember Stevens thanked the street crew as they have made N. Main Street better.

Councilmember Polowski commented on mail delivery and addressing within the City.

12. Executive Session

A. Discussion of Potential Litigation with Legal Counsel

Mayor Verzal moved the Council into executive session at 7:50 p.m. for 30 minutes to discuss potential litigation. Mayor Verzal stated there would be no action taken after the meeting. The Council returned to regular session at 8:20 p.m.

13. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 8:21 P.M.

Mayor Tim Verzal

Roger Krieger, Community Services Dir.

Washington State
Community Economic Revitalization Board

Initial Offer of Financial Aid

City of Deer Park
Federal Tax Number: 91-6001420
Offer Date: March 21, 2019

The Community Economic Revitalization Board (CERB) is authorized by chapter 43.160 RCW to provide funds to political subdivisions to assist in financing the cost of certain public facilities. This Initial Offer of Financial aid is contingent upon the availability of CERB funds. CERB hereby offers to make funds available to **City of Deer Park**, hereafter referred to as the "Contractor," in order to aid in financing the cost of, or improvements to, public facilities consisting of the **Deer Park Industrial Infrastructure – Cedar Road** as described in the application (hereafter collectively referred to as the "Project").

This offer consists of:

- General Obligation loan of \$1,250,000
- Interest rate: 3.00 percent (%) per annum on the outstanding principal balance
- Term: 20 years maximum

This offer is subject to completion of pre-contract conditions, as described in Attachment A.

A final contract shall be developed by CERB prior to disbursement of funds. No project costs incurred prior to this offer date will be reimbursed by CERB. In the event a final contract is not executed, no CERB funds will be disbursed.

If accepted, this Initial Offer of Financial Aid must be signed and returned to CERB by **May 10, 2019**.

ACCEPTANCE

FOR CERB

Randy Hayden, Chair
Community Economic Revitalization Board

Date: _____

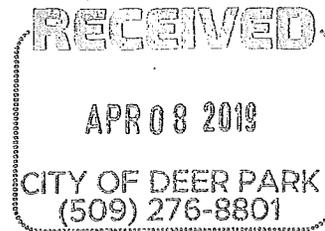
FOR THE CONTRACTOR

Signature

Name: _____

Title: _____

Date: _____



INVESTING IN WASHINGTON'S ECONOMIC FUTURE
Community Economic Revitalization Board

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4052

April 3, 2019

Mr. Roger Krieger
Community Service Director
City of Deer Park
316 East Crawford Avenue
Deer Park, WA 99006-2846

Dear Mr. Krieger,

Congratulations! The Community Economic Revitalization Board (CERB) has awarded funding to your public facilities project. Enclosed is a list of pre-contract conditions which must be satisfied no later than **September 19, 2019**, in order to execute a final contract with CERB.

Once the conditions have been met, a final contract will be developed by CERB prior to disbursement of funds. Please note that no project costs incurred prior to the Initial Offer of Financial Aid date will be reimbursed by CERB. After contract execution, a signed copy will be forwarded for the City of Deer Park's records. The execution date of the final contract will be based on the date of the CERB Chair's final signature. A sample of the contract document is enclosed for your records.

I will be your primary contact during this contracting process. If you have any questions, please don't hesitate to contact me at 360.725.3151 or Janea.Delk@commerce.wa.gov.

Sincerely,

Jane Delk
CERB Program Director & Tribal Liaison

Enclosures:

- Initial Offer of Financial Aid (IOFA)
- Repayment Resolution/Ordinance (sample)
- Environmental Protection Act Certification (sample)
- Statement regarding permits and clearances (sample)
- EO 05/05 Overview
- Estimated loan repayment schedule
- Sample Contract

CERB Pre-Contract Requirements

Initial Offer of Financial Aid

If you wish to accept CERB's offer, please sign and return **two original copies of the enclosed Initial Offer of Financial Aid by May 10, 2019**. A copy of the executed Initial Offer will be forwarded for the District's records.

If the terms and conditions of this offer are not acceptable, you may request in writing that CERB reconsider, amend or modify its offer.

Pre-Contract Requirements

Please complete the conditions below and submit the appropriate documentation to CERB.

If all conditions are not completed by **September 19, 2019**, you have the option to request an extension from the Board. If the Board does not approve an extension of the initial offer, the offer will expire. Please see the enclosed policy on extension requests for details.

1. Repayment Resolution or Ordinance (sample enclosed)
2. National and/or State Environmental Protection Act Certification (sample enclosed)
3. Statement regarding permits and clearances (sample enclosed)
 - a. *Note: This statement pertains only to the public project, and is not intended to extend to the requirements which must be met by the private development.*
4. Governor's Executive Order 05-05: Cultural Resource Review & Tribal Consultation
5. Evidence that the following matching funds for the public project have been secured from the following or alternate sources:

a. Economic Development Administration	\$4,969,863
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6. Evidence that the private investment is secured:

a. Knight Construction & Supply Co., Inc.	\$5,000,000
b. Metal Rollforming Systems, Inc.	\$ 950,000

**CITY OF DEER PARK
JANITORIAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this date between the CITY OF DEER PARK ("CITY"), a Washington municipal corporation, and QUINN TAYLOR and SUZANNE TAYLOR, husband and wife, doing business as RELIANCE JANITORIAL, a sole proprietorship ("CONTRACTOR").

In consideration of the mutual covenants and agreements contained herein, the CITY and CONTRACTOR mutually agree to the following terms and conditions:

1. RETENTION OF CONTRACTOR. The CITY retains the CONTRACTOR to perform the janitorial services. The CONTRACTOR agrees to perform, according to the best of its professional ability and skill, the requested janitorial services authorized by the CITY. All work shall be done under the direction of the City Clerk/Treasurer.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the 1st day of February, 2018, until terminated by either party, as set forth below herein.

3. INDEPENDENT CONTRACTOR. The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits afforded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the CONTRACTOR, or any employees of CONTRACTOR.

4. JANITORIAL SERVICES.

4.1 The CONTRACTOR shall provide services as authorized by the CITY as identified in the SCOPE OF WORK, attached hereto marked as Exhibit "A" and made a part of this Agreement as if set forth in full herein.

4.2 The CONTRACTOR shall provide custodial cleaning services twice a week for the Deer Park Municipal Building. This includes the CITY'S office facilities, Council Chambers, the Chamber of Commerce room, all hallways, restrooms, and all meeting rooms. Services are not limited to but include duties as described in Exhibit "A" to this Agreement.

4.3 Only people employed by CONTRACTOR will be permitted to enter the Deer Park Municipal Building with the CONTRACTOR during the period the CONTRACTOR is performing services. The building security shall be the sole responsibility of the CONTRACTOR while on the premises if no representative of the CITY is present.

4.4 Periodic inspections by the CITY will be made. Should there be any questions regarding the manner in which the work has been performed, it will be corrected by the next working day of the CONTRACTOR.

4.5 In addition to the work to be performed by CONTRACTOR as described herein, the CITY may from time to time request additional services to be performed by CONTRACTOR. In each such case, the CITY Mayor shall approve in writing the additional work and the amount to be paid to CONTRACTOR for the additional work prior to CONTRACTOR performing the additional work.

5. CITY'S RESPONSIBILITIES. The CITY's responsibilities under this Agreement will include the following:

5.1 The CITY will furnish materials, supplies and equipment as necessary to the performance of all services specified. These supplies and equipment consist of brooms, dust mops, brushes, mop heads, detergents, disinfectants, polishes, scouring powders, waxes, paper towels, hand soaps, deodorant blocks and similar items unless otherwise agreed by mutual consent of both parties. The CONTRACTOR will provide the mop handles, vacuum and dusters and be responsible for cleaning the mop heads and any cleaning rags; and

5.2 The CITY will compensate the CONTRACTOR for services rendered pursuant to this Agreement at the rate of \$515.00 per month payable on the first Wednesday of each month following completion of the services beginning with the first payment on March 7, 2018. The monthly compensation identified above herein shall increase annually by two percent (2%) with the first increase to be included in the payment to be made by the CITY in March of 2019.

6. INDEMNIFICATION. The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its agents or employees, in connection with the services required by this Agreement, provided however, that:

6.1 The CONTRACTOR'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

6.2 The CONTRACTOR'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an owner,

agent, or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR; and

6.3 With respect to the performance of the services required by this Agreement and as to claims against the CITY, its officers, agents and employees, the CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the CONTRACTOR and includes any judgment, award or costs thereof, including attorney's fees. **THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN THE CITY AND THE CONTRACTOR.**

The CONTRACTOR agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of CONTRACTOR to reimburse the CITY for all of the CITY's costs and reasonable attorney's fees incurred as a result of any action of the CITY to enforce this provision.

7. INSURANCE. The CONTRACTOR shall secure and maintain in force, during the term of this Agreement, general commercial liability insurance written on an occurrence basis with limits not less than \$300,000.00 per occurrence. A certificate of the insurance coverage required herein shall be delivered to the CITY within fifteen (15) days following execution of this Agreement by CITY.

8. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

9. ASSIGNMENT. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY, which written consent may be withheld by the CITY for any or no reason.

10. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, in the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and reasonable attorney's fees.

11. WAIVER OF BREACH. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Spokane County Superior Court.

13. AGREEMENT TERMINATION. The CITY or CONTRACTOR may terminate this Agreement by giving thirty (30) days' written notice to the other party.

14. INTEREST OF CITY OFFICIALS. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and the CITY and CONTRACTOR shall take appropriate steps to assure compliance.

15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

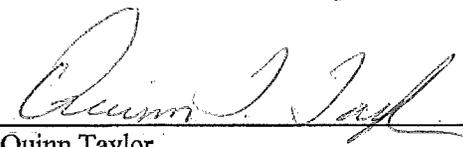
16. NOTICES. Notices provided for in this Agreement shall be provided by hand delivery or via U.S. mail, postage prepaid, to the addresses for giving notices provided at the end of this Agreement, or as such addresses may be changed by a party in writing from time to time.

17. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the CONTRACTOR. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and CONTRACTOR and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and CONTRACTOR and not for the benefit of any other party.

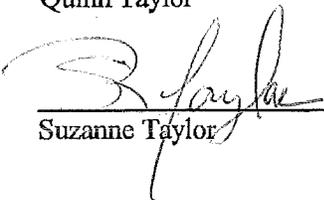
APPROVED by the City Council of the
City of Deer Park, Washington, the _____
day of _____, 20__.

Timothy Verzal, Mayor

APPROVED by CONTRACTOR the
____ day of _____, 20__.



Quinn Taylor



Suzanne Taylor

Address for Giving Notices:

CITY OF DEER PARK

Attn: Mayor
P.O. Box F
Deer Park, WA 99006

Phone: (509) 276-8802

Address for Giving Notices:

RELIANCE JANITORIAL

Attn: Quinn or Suzanne Taylor
P.O. Box 1023
Deer Park, WA 99006

Phone: (509) 939-5757

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Regular Twice-Weekly Cleaning Service (dates of service to be designated by City Clerk/Treasurer)**
- A. Empty wastebaskets and other waste containers, and recycling bins, insert liners as required, remove and deposit trash and cardboard boxes in appropriate containers.
 - B. Vacuum all carpeted areas and entrance mats and clean all desk chair mats.
 - C. Dust desks(without moving papers), chairs, window ledges, credenzas and filing cabinets.
 - D. Clean stains and hand marks from desks and entrance doors, and walls (as needed).
Clean all door glass and mirrors.
 - E. Restroom cleaning includes toilets, wash basins, partitions, walls, doors and wash down trash containers.
 - F. Replenish all restroom and kitchen supplies (toilet paper, hand towels, hand soaps).
 - G. Dust and mop all hard surface floors.
 - H. Wipe down outside surfaces of cabinets, refrigerator, counter top and tabletop in lunchroom.
 - I. Sweep entrances and stairwells.
 - J. Dust switchplate covers and office equipment (copier, binder, paper cutter, postage machine, computer keyboards, prints, etc.)
 - K. Leave a note on the Clerk/Treasurer's desk advising of any irregularities found during cleaning and the need for any supplies.
 - L. Turn off all lights except those that are on an automatic security light system.
 - M. Close and lock any windows or doors that are open.
- II. **Monthly Cleaning Service (date of service to be designated by City Clerk/Treasurer)**
- A. Dust high molding, tops of partitions, door, and window casings.
 - B. Vacuum upholstered furniture.
 - C. Dust blinds.
 - D. Wipe down all floor molding.
- III. **Quarterly Cleaning Service (date of service to be designated by City Clerk/Treasurer)**
- A. Dust overhead lighting fixtures.
 - B. Dust ventilator ducts and vents; vacuum surrounding ceiling areas.
 - C. Wash exposed surfaces of filing cabinets.
 - D. Wash partitions and ceramic tile wall areas in restrooms.

ORDINANCE NO. 2019-985

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, APPROVING THE ZONING MAP AMENDMENT COMMONLY KNOWN AS THE BETTER BUILT CONSTRUCTION ZONING MAP AMENDMENT; CHANGING THE ZONING CLASSIFICATION OF REAL PROPERTY GENERALLY DESCRIBED AS SPOKANE COUNTY TAX PARCEL NO. 28012.0068 FROM RESIDENTIAL 2A TO DIVERSIFIED COMMERCIAL; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the owner of the real property that is the subject of this rezone Ordinance petitioned the City for a rezone of the real property consistent with the City Comprehensive Plan and Future Land Use Plan Map which designates the property that is the subject of this Ordinance “Mixed Use – Residential and Commercial”; and

WHEREAS, on April 8, 2019, following a Public Hearing concerning this matter, the City of Deer Park Planning Commission adopted Findings of Fact, Conclusions of Law, and Determination on City of Deer Park Change of Zone Application No. 2019-01 (hereinafter referred to as (“Findings of Fact, Conclusions and Determination”)), which determination consisted of a recommendation of approval of the action set forth in this Ordinance; and

WHEREAS, the Findings of Fact, Conclusions, and Determination of the Planning Commission on City of Deer Park Change of Zone Application No. 2019-01, are hereby adopted and incorporated into this Ordinance by reference, and a copy is attached hereto and marked as Exhibit “A” to this Ordinance and made a part herein as if set forth in full; and

WHEREAS, the real property that is the subject of this rezone Ordinance is commonly known as the Better Built Construction LLC property located on the east side of N. Country Club

Drive, and north of E. Crawford Avenue, and generally described as Spokane County Assessor's Parcel Nos. 28012.0068 and legally described in Section 4 of this Ordinance, and is depicted on the Map, Exhibit "B" to this Ordinance, which by this reference is made a part herein as if set forth in full; and

WHEREAS, the City Council finds that passage of this Ordinance is beneficial to the general welfare of the City, constitutes good zoning practice, and the actions taken as set forth in this Ordinance are otherwise in compliance with City Ordinances, the City Comprehensive Plan, and state law; NOW, THEREFORE,

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

Section 1: The real property commonly known as the Better Built Construction LLC property located on the east side of the N. County Club Drive, and north of E. Crawford Avenue, and generally described as consisting of Spokane County Assessor's Parcel Nos. 28012.0068 and legally described in Section 4 of this Ordinance, and as depicted on the Map, Exhibit B" to this Ordinance, should be and hereby is rezoned from Residential 2A to Diversified Commercial and the City Community Services Director is hereby directed to cause the official Zoning Map of the City to be revised to reflect this amendment.

Section 2: The decision of the City Council to rezone the properties that are the subject of this Ordinance is based upon the Findings of Fact, Conclusions and Determination as set forth in Exhibit "A" to this Ordinance and upon the material filed with the City under Change of Zone Application No. 2019-01.

Section 3: A State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) was issued February 14, 2019 and subsequently published as required and concurrently distributed for comment to interested public agencies. This DNS is hereby affirmed and the Mayor is authorized to issue a SEPA Notice of Action.

Section 4: The real property that is the subject of this rezone ordinance is legally described as follows:

Parcel 28012.0068 A portion of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 1, Township 28 North, Range 42 East W.M., lying North of and abutting the Deer Park-Milan Road and described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 1, Thence S 89°39'00"E along the South line of the Northwest quarter 1196.99 feet, Thence N 2°19'02"W 35.04 feet to the POINT OF BEGINNING, Thence continuing N 2°19'02"W 322.04 feet to the Southwest corner of Lot 6, "Santa's Addition to Deer Park", per plat filed thereof in Book 17 of Plats, Page 75, Records of Spokane County, Thence S 89°38'00"E along the South line of Lot 6 and parallel with the South line of the Northwest Quarter 201.72 feet to the Southeast corner of said Lot 6, Thence S 0°22'00"W along the West lines of Lots 7, 10 and 12 of said Santa's Addition 321.69 feet to the North right of way line of Deer Park-Milan Road, Thence N 89°38'00"W along said North right of way 184.64 feet to the POINT OF BEGINNING.

EXCEPT Any portion lying within Country Club Drive.

Situate in the City of Deer Park, County of Spokane, State of Washington.

Section 5: If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 6: This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a Summary thereof consisting of the title is published.

APPROVED:

TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK

APPROVED AS TO FORM:

CHARLES D. ZIMMERMAN
CITY ATTORNEY

FILED WITH THE CITY CLERK	:	<u>4/10/19</u>
FIRST READING	:	<u>4/17/19</u>
SECOND READING	:	<u>05/10/19</u>
THIRD READING AND ADOPTION	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	<u>2019-985</u>

SUMMARY OF ORDINANCE NO. 2019-985

of the City of Deer Park, Washington

On the ____ day of ____, 2019, the City Council of the City of Deer Park, Washington, passed Ordinance No. 2019-985. A summary of the content of said Ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, APPROVING THE ZONING MAP AMENDMENT COMMONLY KNOWN AS THE BETTER BUILT CONSTRUCTION ZONING MAP AMENDMENT; CHANGING THE ZONING CLASSIFICATION OF REAL PROPERTY GENERALLY DESCRIBED AS SPOKANE COUNTY TAX PARCEL NO. 28012.0068 FROM RESIDENTIAL 2A TO DIVERSIFIED COMMERCIAL; AND SETTING AN EFFECTIVE DATE.

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

DATED this ____ day of ____, 2019.

DEBY CRAGUN, CITY CLERK

FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DETERMINATION

CITY OF DEER PARK
CHANGE OF ZONE APPLICATION NO. 2019-01

In regards to the findings requirements of Chapter 18.100 of the Deer Park Municipal Code, the Planning Commission of the City of Deer Park hereby finds and concludes the following with respect to Change of Zone Application No. 2019-01:

1. The Comprehensive Plan for the City of Deer Park embodies the following “Future Land Use Plan Map” designation for the property in question as Mixed Use Residential and Commercial.
2. The change of zone requested does comport with the intent of said Comprehensive Plan’s “Future Land Use Plan Map” designation in that the proposed zoning would allow for Single Family and Two Family style residential dwellings, Multi-family residential structures and Commercial development.
3. The change of zone does constitute good zoning practice in that the proposed zoning classification is consistent with zoning classification of adjacent parcels, and the current and potential development of single family and multi-family dwellings in the area, and the further potential development of lands to the South and across Crawford Avenue.
4. A more restrictive zoning classification than requested and/or a change of zone of less land than requested would not be in the public interest in that the change of use encourages full utilization and development of the parcel.
5. The change of zone is of public necessity in the interest of the City’s general welfare in that the proposed reclassification of zone provides for potential development of the parcel to comply with various goals and policy provisions for development as listed in the Comprehensive Plan.

The Planning Commission of the City of Deer Park does hereby determine the following based upon the aforementioned findings and conclusions:

The Planning Commission recommends to the City Council approval of the Change of Zone Application No. 2019-01 as submitted, and further recommends that the City Council adopt an ordinance to remove the following described real property from the Residential 2A Zone, as set forth in DPMC Chapter 18.23, and place it in the Diversified Commercial Zone, as set forth in DPMC Chapter 18.40, and amending the Official Zoning Map of the City initially adopted September 15, 1999, with ordinance 1999-723,

and further amended with subsequent amendments, the latest being on June 6, 2018, with ordinance 2018-974:

A portion of the Southwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 1, Township 28 North, Range 42 East W.M., lying North of and abutting the Deer Park-Milan Road and described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 1, Thence S 89°39'00"E along the South line of the Northwest quarter 1196.99 feet, Thence N 2°19'02"W 35.04 feet to the POINT OF BEGINNING, Thence continuing N 2°19'02"W 322.04 feet to the Southwest corner of Lot 6, "Santa's Addition to Deer Park", per plat filed thereof in Book 17 of Plats, Page 75, Records of Spokane County, Thence S 89°38'00"E along the South line of Lot 6 and parallel with the South line of the Northwest Quarter 201.72 feet to the Southeast corner of said Lot 6, Thence S 0°22'00"W along the West lines of Lots 7, 10 and 12 of said Santa's Addition 321.69 feet to the North right of way line of Deer Park-Milan Road, Thence N 89°38'00"W along said North right of way 184.64 feet to the POINT OF BEGINNING.

EXCEPT Any portion lying within Country Club Drive.

Situate in the City of Deer Park, County of Spokane, State of Washington.

Tax Account Number: 28012.0068

Adopted this 8th day of April 2019



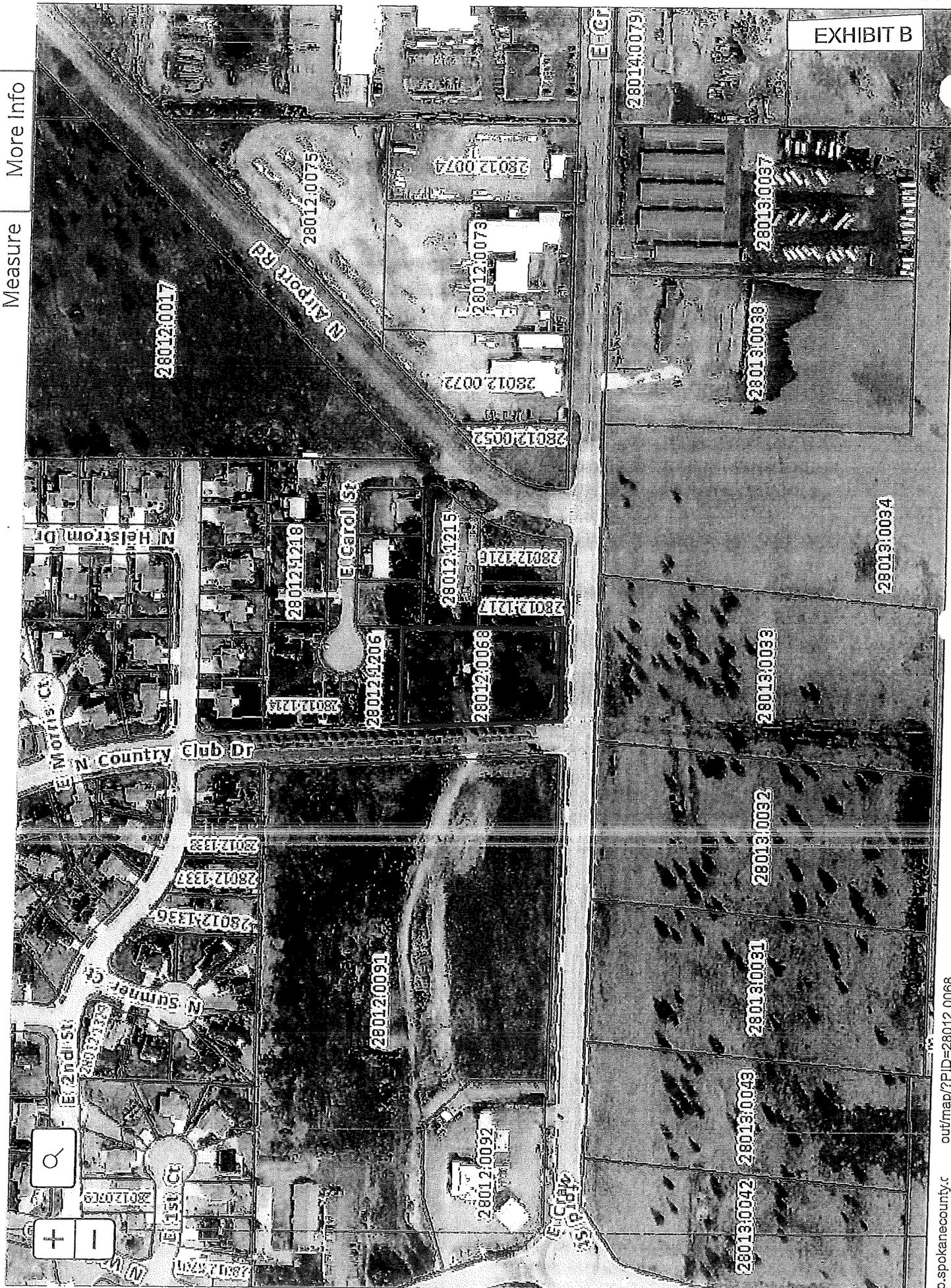
Planning Commission Chair Person

ATTEST:



Planning Director

Measure More Info



ORDINANCE NO. 2019-986

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, AMENDING CHAPTER 10.08 OF THE DEER PARK MUNICIPAL CODE, AMENDING LOAD LIMIT RESTRICTIONS ON CITY STREETS WHEN SEASONAL ROAD RESTRICTIONS ARE IN EFFECT, CONTAINING A SEVERABILITY CLAUSE, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City last made substantive revisions to Chapter 10.08 of the Deer Park Municipal Code in 2013; and

WHEREAS, in the process of evaluating what the provisions of Chapter 10.08 of the Deer Park Municipal Code should provide, the City has determined that regulations consistent with county regulations and state highway regulations would be easier to enforce and would be in the best interests of the citizens of the City of Deer Park; and

WHEREAS, as a result of this analysis, the City staff recommends adoption of the revisions to Chapter 10.08 as set forth in this Ordinance, and the Mayor and City Council concur with the recommendation of City staff; NOW, THEREFORE,

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

Section 1. Chapter 10.08 of the Deer Park Municipal Code is hereby amended to read as follows:

Chapter 10.08

LOAD LIMIT RESTRICTIONS

Sections:

- 10.08.010 Compliance with load restriction limits.**
- 10.08.020 Posting of signs.**
- 10.08.030 Restrictions in effect when posted.**
- 10.08.040 Restrictions designated.**
- 10.08.050 Violation – Penalty.**

10.08.010 Compliance with load restriction limits.

Vehicles using the streets within the boundaries of the city shall abide by the load restriction limits as enumerated in DPMC 10.08.040.

10.08.020 Posting of signs.

The supervisor of maintenance is directed to post signs ~~along both ends of the streets within the city~~ on streets entering the City Limits of the city indicating the restrictions as enumerated in DPMC 10.08.040 are in effect.

10.08.030 Restrictions in effect when posted.

The load limit restrictions shall be in effect only when posted by the supervisor of maintenance.

10.08.040 Restrictions designated.

The load limit restrictions shall be as follows:

A. Seasonal Road Restrictions. The following weight restrictions shall apply to city streets when posted with notice of such restrictions when determined by the maintenance supervisor when such restrictions are necessary to prevent damage to the roadway:

1. Load limit per vehicle is defined as the GVWR (Gross Vehicle Weight Rating) of 26,000 pounds for a single vehicle or GCWR (Gross Combined Weight Rating) of 26,000 pounds for a combination of vehicle and trailer. Load limit per tire is the weight in pounds allowable per tire for width designated on the tire sidewall (or as converted from metric designation) as shown in the following table:

~~{The remainder of this page left blank intentionally}~~

SEASONAL ROAD RESTRICTIONS			
CONVENTIONAL TIRES		OR TUBELESS SPECIAL MARKING WITH 0.5	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1800 lbs.	8-22.5	2250 lbs.
7.50	2250 lbs.	9-22.5	2800 lbs.
8.25	2800 lbs.	10-22.5	3400 lbs.
9.00	3400 lbs.	11-22.5	4000 lbs.
10.00	4000 lbs.	11-24.5	4000 lbs.
11.00	4500 lbs.	12-22.5	4500 lbs.
12.00 and over	4500 lbs.	12-24.5 and over	4500 lbs.

The conversion factor for metric tread widths to inches of tread shall be metric times 0.04 equals inches.

2. ~~Other Allowances. No allowance from the above limits shall be given for any second rear axle suspended from the frame of the vehicle independent of the regular driving axle, commonly known as a "rigid trail" axle. The load distribution on any one axle of a vehicle shall be such that it will not load the tires on said axle in excess of the load limits specified.~~

3.B. Exceptions. Exceptions to the seasonal road restrictions identified in subsection A are as follows:

1. Posted restrictions shall not apply to school buses, city or county maintenance vehicles, emergency vehicles, motor trucks transporting perishable commodities or commodities necessary for the health and welfare of the local residents such as milk trucks, livestock feed trucks and fuel oil trucks, and other vehicles approved by the maintenance supervisor to travel on restricted city roads.

2. Posted restrictions shall not apply to city streets identified as:

- a. Crawford Avenue, West to East City Limits line.
- b. S. Main Street, Crawford Avenue to South City Limits line.
- c. N. Cedar Road, Crawford Avenue to Sixth Street.
- d. E. Sixth Street, Cedar Road to Country Club Drive.

B. ~~Emergency Restrictions. The following weight restrictions shall apply to city streets when posted with notice of such "emergency restrictions" when determined by the maintenance supervisor that such restrictions are necessary to prevent damage or destruction of the roadway:~~

1. — Load limit per tire is the weight in pounds allowable per tire for width designated on the tire sidewall (or as converted from metric designation) as shown in the following table:

EMERGENCY ROAD RESTRICTIONS			
CONVENTIONAL TIRES		OR TUBELESS SPECIAL WITH 0.5 MARKING	
Tire Size	Gross Load Each Tire	Tire Size	Gross Load Each Tire
7.00	1800 lbs.	8-22.5	1800 lbs.
7.50	1800 lbs.	9-22.5	1900 lbs.
8.25	1900 lbs.	10-22.5	2250 lbs.
9.00	2250 lbs.	11-22.5	2750 lbs.
10.00	2750 lbs.	11-24.5	2750 lbs.
11.00 and over	3000 lbs.	12-22.5 and over	3000 lbs.

The conversion factor for metric tread widths to inches of tread shall be metric times 0.04 equals inches.

2. — Other Allowances. No allowance from the above limits shall be given for any second rear axle suspended from the frame of the vehicle independent of the regular driving axle, commonly known as a “rigid trail” axle. The load distribution on any one axle of a vehicle shall be such that it will not load the tires on said axle in excess of the load limits specified.

3. — Exceptions. Posted restrictions shall not apply to school buses, city or county maintenance vehicles, emergency vehicles, motor trucks transporting perishable commodities or commodities necessary for the health and welfare of the local residents such as milk trucks, livestock feed trucks and fuel oil trucks, and other vehicles approved by the maintenance supervisor to travel on restricted city roads.

10.08.050 Violation – Penalty.

Any person violating this chapter shall be deemed to have committed an infraction and shall be subject to the penalties set forth in RCW 46.44.105, as the same exists now or may hereafter be amended, as would be applied if the city street where the violation occurs was a state highway.

Section 2. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 3. This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

APPROVED:

MAYOR TIMOTHY VERZAL

ATTEST/AUTHENTICATED:

DEBY CRAGUN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	_____
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	_____

SUMMARY OF ORDINANCE NO. 2019-986

of the City of Deer Park, Washington

On the _____ day of _____, 2019, the City Council of the City of Deer Park, Washington, passed Ordinance No. 2019-986. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON, AMENDING CHAPTER 10.08 OF THE DEER PARK MUNICIPAL CODE, AMENDING LOAD LIMIT RESTRICTIONS ON CITY STREETS WHEN SEASONAL ROAD RESTRICTIONS ARE IN EFFECT, CONTAINING A SEVERABILITY CLAUSE, AND SETTING AN EFFECTIVE DATE.

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

DATED this _____ day of _____, 2019.

CITY CLERK-TREASURER, DEBY CRAGUN

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, 2019 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, 2019 and terminating March 31, 2020, 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 fifteen dollars (\$117.00) per day use.

Rent shall be due and payable within thirty (30) days of receipt of invoice from the City of Deer Park. Unless other arrangements have been agreed upon, the City shall invoice the County at the end of a season of use. 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.	Name: <u>City Of Liberty Lake</u>
PO Box F	Contact: <u>Sergeant Morgan</u>
Deer Park WA 99006	Address: <u>23127 E Mission Ave</u>
(509)276-8802	City, State, ZIP: <u>Liberty Lake, Wa. 99019</u>
	Phone: <u>509-919-0451</u>
	Email: <u>dmorgan@libertylakewa.gov</u>

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: DARRELL MORGAN

Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and , Washington (hereinafter "WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of March, 2019 agree as follows:

1. PREMISES.

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

The City reserves the right to change the specific area of use from time to time at its sole discretion so long as the area allows use for WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's intended purpose as a EVOC Training area.

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

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

2. TERM. The term of this Use Agreement is for one (1) year beginning on March 1, 2019 and terminating February 29, 2020, subject to the provisions of paragraph 12. TERMINATION-HOLDING OVER of the Use Agreement. Upon termination of this Use Agreement, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall have the option to renew at the then current terms and conditions that apply to similar uses of airport property. Approval for a new Use Agreement shall be conditioned upon the Lessee not being in default under any of the terms, covenants, and conditions of this Use Agreement. The actual dates of use of the Premises by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION during the term shall be only those dates of use approved in writing by the City Airport Manager.

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

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

Rent shall be due and payable within thirty (30) days of receipt of invoice from the City of Deer Park. Unless other arrangements have been agreed upon, the City shall invoice the County at the end of a season of use. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment.

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall notify the airport manager of any cancellations. If WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION does not pay the rent by the due date, the City may add a late charge of up to ten percent (10%) of the rent for each month rent is delinquent. If rent is not paid, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall be deemed to be in default of this Use Agreement. See paragraph 13. **DEFAULTS** of the Use Agreement for default terms.

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

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

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

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

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

9. **SAFETY RULES, TIME OF USE.** WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall be solely responsible for the safety and security of all participants and visitors. The City of Deer Park and Deer Park Municipal Airport assume no responsibility for the safety of participants or visitors.

10. **INDEMNIFICATION, LIABILITY INSURANCE.** The City and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including , but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage,

aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION in, on or about the Premises by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, its employees, agents, volunteers and invitees. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION and WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, its employees, agents, volunteers and invitees based upon or arising out of injuries, death, damages to person or property, caused by or resulting from the negligence of the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION, or the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION's employees, agents, volunteers and invitees while engaging in or arising from the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION'S use of the Airport pursuant to the terms of this Use Agreement. In addition, WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall maintain general liability insurance coverage in a minimum amount of \$1,000,000 per occurrence. The City shall be named as an additional insured, and the policy will contain a restriction that the policy cannot be canceled without first having given the City thirty (30) days advance written notice of an intended cancellation. WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall furnish certificates of such insurance to the City prior to occupying the Premises.

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

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

The City reserves the right to terminate said Use Agreement upon ten (10) days written notice to the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION without cause.

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

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

15. **WAIVER.** The acceptance of rent by the City after default by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall not be deemed a waiver of such default. No waiver by the City of any default by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION shall be construed to be a waiver of any subsequent default by WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION.

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

17. **MISCELLANEOUS.**

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

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

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

18. **NOTICES**

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

City of Deer Park	Lessee
E 316 Crawford Ave.	Washington State Criminal Justice Training Commission
PO Box F	
Deer Park WA 99006	2302 N. Waterworks
(509)276-8802	Spokane, WA. 99212
	(509) 742-2145

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

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

CITY OF DEER PARK

ATTEST:

By: _____
Robert Whisman, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee

By: WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Kayla Wold

Printed Name: WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Kayla Wold

CERTIFICATE OF LIABILITY INSURANCE

Issue Date 5/6/2019

ISSUED BY:
 State of Washington
 Department of Enterprise Services
 Office of Risk Management
 PO Box 41466
 Olympia, WA 98504-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

COVERAGE AFFORDED BY
State of Washington Self Insurance Liability Program

INSURED:
 State of Washington
 Criminal Justice Training Commission
 ATTN: Brian Elliott
 19010 1st Avenue S.
 Burien, WA 98148

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	L & I	Continuous	Continuous	WC - STATUTORY
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

CERTIFICATE HOLDER:

CITY OF DEER PARK
 E. 316 CRAWFORD AVENUE
 PO BOX F
 DEER PARK, WA 99006

CERTIFICATE NUMBER CRT 2019-00335

CANCELLATION

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:



Jason Siems, State Risk Manager

Deer Park Municipal Airport

USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and SPOKANE COUNTY FIRE DISTRICT #4, Washington (hereinafter "SPOKANE COUNTY FIRE DISTRICT #4" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the First day of May, 2019 agree as follows:

1. PREMISES.

A. Premises. The City shall allow access to SPOKANE COUNTY FIRE DISTRICT #4 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 COUNTY FIRE DISTRICT #4's intended purpose as a EVØGIP Training area.

B. Use of Premises. The Premises shall only be used for EVØGIP 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 COUNTY FIRE DISTRICT #4 shall comply with all reasonable rules and regulations regarding the use and care of the Premises and City's DEER PARK MUNICIPAL AIRPORT as adopted or amended from time to time. SPOKANE COUNTY FIRE DISTRICT #4 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 May 1, 2019 and terminating April 30, 2020, subject to the provisions of paragraph 12. TERMINATION-HOLDING OVER of the Use Agreement. Upon termination of this Use Agreement, SPOKANE COUNTY FIRE DISTRICT #4 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 COUNTY FIRE DISTRICT #4 during the term shall be only those dates of use approved in writing by the City Airport Manager.

3. RENTAL. SPOKANE COUNTY FIRE DISTRICT #4 shall pay to the City rental as follows:

N/A \$0.00

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

Rent shall be due and payable within thirty (30) days of receipt of invoice from the City of Deer Park. Unless other arrangements have been agreed upon, the City shall invoice the County at the end of a season of use. SPOKANE COUNTY FIRE DISTRICT #4 shall not be charged the day use fee if an event is cancelled due to weather or inadequate enrollment. SPOKANE COUNTY FIRE DISTRICT #4 shall notify the airport manager of any cancellations. If SPOKANE COUNTY FIRE DISTRICT #4 does not pay the rent by the due date, the City may add a late charge of up to ten percent (10%) of the rent

for each month rent is delinquent. If rent is not paid, SPOKANE COUNTY FIRE DISTRICT #4 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 COUNTY FIRE DISTRICT #4 has viewed the Premises, and accepts them in their present "AS-IS" condition, with all faults and defects. The City makes no representations about the condition or fitness for purpose of the Premises.

5. **ALTERATIONS AND IMPROVEMENTS.** SPOKANE COUNTY FIRE DISTRICT #4 shall make no alterations or improvements to the Premises without first having obtained the written consent of the City. Upon termination, the City has the option to require SPOKANE COUNTY FIRE DISTRICT #4 to remove such improvements at SPOKANE COUNTY FIRE DISTRICT #4's sole expense. If not removed, improvements shall become the property of the Deer Park Municipal Airport.

6. **COMPLIANCE WITH LAWS.** SPOKANE COUNTY FIRE DISTRICT #4 shall comply with all state, federal and local laws and regulations and the rules of the City, as amended from time to time. SPOKANE COUNTY FIRE DISTRICT #4 shall indemnify, defend, and hold the City harmless from all expense directly or indirectly related to the noncompliance by SPOKANE COUNTY FIRE DISTRICT #4 of governing law, regulations and/or rules of the City.

SPOKANE COUNTY FIRE DISTRICT #4 expressly represents that all of SPOKANE COUNTY FIRE DISTRICT #4's operations on the Premises shall be in strict compliance with governing environmental, land use, regulations and ordinances, and that SPOKANE COUNTY FIRE DISTRICT #4 specifically shall not use, store, keep or maintain in, on or about the Premises any hazardous substances and/or wastes, toxic materials, or solid wastes within Deer Park Municipal Airport and immediate properties bordering the City's properties.

8. **SITE SPECIFIC REQUIREMENTS.** SPOKANE COUNTY FIRE DISTRICT #4 shall limit EVOCIP training activities to SPOKANE COUNTY FIRE DISTRICT #4, 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 COUNTY FIRE DISTRICT #4 shall be solely responsible for the safety and security of all participants and visitors. The City of Deer Park and Deer Park Municipal Airport assume no responsibility for the safety of participants or visitors.

10. **INDEMNIFICATION, LIABILITY INSURANCE.** The City and its employees/agents shall not be liable for any injury to any persons or for damage to any property, including , but not limited to, damage by rain, flood or bursting water pipes, abnormal temperature, mechanical or electrical failure, sewage/septic system failure, fire, smoke, water from sprinklers, earthquake, environmental damage, aircraft accident, or any infestation, or otherwise, regardless of how such injury or damage may be caused, as a result of the condition which in any way is related to the use of the Premises or the operations of the SPOKANE COUNTY FIRE DISTRICT #4 in, on or about the Premises by SPOKANE COUNTY FIRE DISTRICT #4, its employees, agents, volunteers and invitees. SPOKANE COUNTY FIRE DISTRICT #4 and SPOKANE COUNTY FIRE DISTRICT #4 agree to indemnify, defend and hold harmless the City from and against all liability, claims, to include liability, claims and actions brought by SPOKANE COUNTY FIRE DISTRICT #4, 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 COUNTY FIRE DISTRICT #4, or the SPOKANE COUNTY FIRE DISTRICT #4's

employees, agents, volunteers and invitees while engaging in or arising from the SPOKANE COUNTY FIRE DISTRICT #4'S use of the Airport pursuant to the terms of this Use Agreement. In addition, SPOKANE COUNTY FIRE DISTRICT #4 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 COUNTY FIRE DISTRICT #4 shall furnish certificates of such insurance to the City prior to occupying the Premises.

11. **ASSIGNMENT OR SUBLEASE.** SPOKANE COUNTY FIRE DISTRICT #4 shall not assign, transfer or sublet the Premises.

12. **TERMINATION-HOLDING OVER.** Upon termination, SPOKANE COUNTY FIRE DISTRICT #4 shall return the Premises and adjoining areas used by SPOKANE COUNTY FIRE DISTRICT #4 to the City in clean condition, and in a condition acceptable to the City. If SPOKANE COUNTY FIRE DISTRICT #4 shall, without the consent of the City, hold over after the expiration or termination of the tenancy, SPOKANE COUNTY FIRE DISTRICT #4 shall pay to the City the rate of one and one-half (1 ½) times the then current rent, and SPOKANE COUNTY FIRE DISTRICT #4 shall be bound by all of the provisions of this Use Agreement.

The City reserves the right to terminate said Use Agreement upon ten (10) days written notice to the SPOKANE COUNTY FIRE DISTRICT #4 without cause.

13. **DEFAULTS.** Time is of the essence, and if SPOKANE COUNTY FIRE DISTRICT #4 is in default under this Use Agreement the City may immediately terminate this tenancy after having given SPOKANE COUNTY FIRE DISTRICT #4 three (3) days notice in writing in the event of nonpayment of rent, or ten (10) days notice in writing for other defaults and giving SPOKANE COUNTY FIRE DISTRICT #4 an opportunity to cure such defaults. If not so cured within the specified time, then the City may immediately terminate this tenancy and repossess the Premises and store any personal property found thereon, and later sell such property to reimburse the City for part of its damages. In the event of such default, SPOKANE COUNTY FIRE DISTRICT #4 shall be fully liable for any and all direct or indirect damages suffered by the City.

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

15. **WAIVER.** The acceptance of rent by the City after default by SPOKANE COUNTY FIRE DISTRICT #4 shall not be deemed a waiver of such default. No waiver by the City of any default by SPOKANE COUNTY FIRE DISTRICT #4 shall be construed to be a waiver of any subsequent default by SPOKANE COUNTY FIRE DISTRICT #4.

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

17. **MISCELLANEOUS.**

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

B. **Rules and Regulations.** SPOKANE COUNTY FIRE DISTRICT #4 agrees to comply with all applicable rules, regulations and covenants of the City pertaining to the Premises for the general safety and convenience of the City, SPOKANE COUNTY FIRE DISTRICT #4, invitees, licensees and the

general public, including but not limited to vehicle posted speed, litter enforcement, SPOKANE COUNTY FIRE DISTRICT #4 signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the City's property or adjoining property.

C. Environmental and Premises Cleanup Costs. SPOKANE COUNTY FIRE DISTRICT #4 shall be fully and completely liable to the City for any and all cleanup costs and any and all other charges, fees and penalties imposed by any governmental authority with respect to dangerous or waste substances, or discharges to the water, ground water or air, in or about the Premises, common areas or City facilities by SPOKANE COUNTY FIRE DISTRICT #4. SPOKANE COUNTY FIRE DISTRICT #4 shall indemnify, defend and save the City harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon the City, as well as the City's attorneys' and engineers' fees and costs, as a result of SPOKANE COUNTY FIRE DISTRICT #4's use, disposal, transportation, generation and/or sale of hazardous, dangerous or waste substances, or discharges to the water, ground water or air on the Premises.

18. NOTICES

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by mail, postage prepaid, to the last address previously furnished by the parties hereto. SPOKANE COUNTY FIRE DISTRICT #4 is obligated to notify the City of current address and phone numbers. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

City of Deer Park	Lessee
E 316 Crawford Ave.	Spokane County Fire District #4
PO Box F	Johnnie Sylvester Bob Bender
Deer Park WA 99006	315 E. Crawford
(509)276-8802	Deer Park, WA. 99006
	509-824467-40564500 cell 509-939-0327
	Johanniesbobb@scfd4.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: R. E. Bender / Div. Chief

Printed Name: Bob Bender

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 **37640 through 37692 including EFT Debits in the amount of \$206,855.23.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **37640 through 37692 including EFT Debits in the amount of \$206,855.23 this 15th day of May 2019.**

Vouchers 1st Half May 2019

Number	Vendor Name	Account Description	Amount
37640	Off.of St. Treasurer	1st Qtr Building Code Fees	\$112.50
37641	American Linen	Mat Change Out, Fresheners and Cleaning	\$562.83
		Park Cleaning Supplies	\$556.53
		Check Total:	\$1,120.35
37642	American Water Works Association	Water Wastewater Dues	\$228.00
37643	Anatek Labs	Water Testing	\$80.00
37644	Autozone	Tahoe Repair	\$52.95
37645	Avista Utilities	Avista Lower Lvl City Hall	\$21.20
		Old FireStation	\$206.03
		Utilities	\$16,241.85
		Check Total:	\$16,469.08
37646	AWC	AWC Annual Confrence Mayor And Helen	\$800.00
37647	Banner Furnace & Fuel, Inc.	Airport Cooling Call	\$243.23
37648	Batteries Plus Bulbs #247	Lithium Battery for Street Dept	\$23.50
37649	Bavco	Backflow Devices	\$1,330.98
37650	Carolina GSE, Inc.	15 Gallon Fill Tank	\$267.82
37651	Carolyn Brooks	Car Repair	\$413.10
37652	Centurylink	Phones	\$1,769.19
37653	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$18,706.75
		Utilities	\$1,181.86
		Check Total:	\$19,888.61
37654	City Service Valcon, LLC	Fuel	\$2,135.87
		Resale Fuel	\$7,338.27
		Vehicle Fuel	\$421.83
		Check Total:	\$9,895.97
37655	Columbia Ford	2019 Parks Truck	\$33,921.88
37656	ColVico, Inc.	Weather Repair Station	\$367.26
37657	Comcast Business	Airport Communications	\$113.28
37658	Consolidated Electrical Distributors Inc.	Repair and Maintenance Golf Course	\$248.90
37659	Darold Schultz	Supply Reimbursement	\$508.38
37660	Deer Park Chamber of Commerce	Deer Park Chamber Assistance & Visitor Info	\$950.00
37661	Drury, Clint	WERTC Confrence	\$264.00
37662	Eckhart Farms LLC	Airport Spraying Supplies	\$5,059.08
37663	Economic Development NW	Economic Develop Contract	\$1,700.00
37664	Fastenal	Water Supplies	\$23.51

37665	Horizon	Park Repair	\$218.58
		Airport Supplies	\$115.10
		Check Total:	\$333.68
37666	Inland Power And Light	Utilities	\$1,838.46
37667	International Code Council	International Code Council Membership	\$135.00
37668	Julien, LLC	Dump Fees	\$450.00
37669	Kajun Electric	Wastewater Plant	\$2,227.95
		Golf Course Repair and Maintenance	\$1,298.29
		Check Total:	\$3,526.24
37670	Krieger, Roger	Public Works Board Training	\$64.00
37671	LOCK MASTER LOCKSMITH SERVICES	Repair & Maintenance Sports Complex	\$546.93
37672	Napa Auto Parts	Repair & Maintenance	\$205.60
37673	Norco	Airport Tools	\$314.30
37674	Office Depot	Central Services Supplies	\$86.46
		Ink Cartridge WasteWater Plant	\$122.14
		Check Total:	\$208.60
37675	Oxarc Inc.	Waste Water Treatment Supplies	\$1,259.20
		Water Treatment Supplies	\$1,679.00
		Check Total:	\$2,938.20
37676	Poe Asphalt Paving Inc.	Pavement Restoration Retainage	\$17,460.51
37677	Prettyman's Septic Service	Airport Portable Bathroom	\$305.00
37678	Quality Control Services	Waste Water Professional Services	\$570.00
37679	Roberg, Jarred	WERTC Confrence	\$264.00
37680	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$716.80
37681	Special Asphalt Products	EZ Patch Street Patch	\$914.76
37682	Spokane County Treasurer	Alcoholism/substance Abuse	\$277.69
37683	Spokane County Treasurer	Spokane CO Jail Services	\$3,613.77
37684	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$41,667.00
37685	Spokane Regional Hlth Dis	Pool Permit Fees	\$540.00
37686	Spokesman-Review	Ads And Legals	\$175.40
37687	Tribune	Ads And Legals	\$60.00
37688	US BANK ST. PAUL	LTGO Bond Interest	\$20,125.00
37689	Verizon Wireless	Cell Phone Communications	\$272.11
37690	Washington Trust Bank	Council Chairs,Aiport Regulator, Staples	\$2,144.25
		Communications	\$1.00
		Prof Svc/gma Comp Plan	\$5.00
		Website Domain, Credit Card Annual Fee	\$572.31
		Soil Samples	\$24.87
		Street Counter	\$312.92
		Travel/training	\$998.78

			Check Total:	\$4,059.13
37691	Waste Management	Airport Dumpster		\$135.06
		Parks Dumpster		\$107.88
			Check Total:	\$242.94
37692	WETRC	Travel/training		\$900.00
EFT Debit April	State of Washington	Excise Tax Remittance		\$5,212.41
2019 Combined				
Excise Taxes				
		Fuel Sales Tax		\$3,066.13
			Check Total:	\$8,278.54
	Grand Total			\$206,855.23
Total Accounts Payable for Checks #37640 Through #EFT Debit April 2019 Combined Excise Taxes				

