

**City of Deer Park
City Council Agenda
July 17, 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 July 03, 2019 regular council meeting minutes**
- 6. New Business**
A. Change Order No. 1 AIP Project 3-53-022-024-2018 ~ T. La Riviere Equip. & Excavating Inc.
- 7. Resolutions**
A. Resolution 2019-006 ~ Authorizing Mayor to Execute a Grant Agreement with the FAA and a contract for work with Road Products Inc. contingent on Grant being Awarded.
- 8. Ordinances**
A.
- 9. Consent Agenda**
A. Approval of Voucher Claim Check Nos. 37793 through 37837 including EFT Debits in the amount of \$854,185.88 for the First Half of July 2019.
B. Airport Use Agreement ~ MM Racing Club.
- 10. Interested Citizens: Oral Communications, Requests, and Comments from Audience on Unrelated Agenda Items.**
- 11. Report of Departments**
- 12. Report of Officers**
- 13. Executive Session**
- 14. Adjournment**

**City of Deer Park
City Council Minutes
July 03, 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
Clerk/Treasurer:	Deby Cragun
Audience:	19

2. Invocation

Pastor Jeromy Waunch from the Vine Community Church gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

Mayor Verzal requested to add an Executive Session to discuss Potential Litigation and Potential Sale of Real Estate and Minimum Price. Per RCW 42.30.110 (1) (c) and (i).

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

5. Approval of June 19, 2019 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE JUNE 19, 2019 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

A. Census 2020 Complete Count Contribution.

Councilmember Cragun and Roger Krieger reviewed the Complete Count Contribution.

Following discussion,

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

APPROVE THE CENSUS 2020 COMPLETE COUNT CONTRIBUTION. THE VOLUNTARY CONTRIBUTION FROM THE CITY OF DEER PARK IN THE AMOUNT OF \$447.00

MOTION CARRIED 5-0.

- B. First Amendment to Option and Lease Agreement for Telecommunications Site
~ New Cingular Wireless PCS, LLC.

Roger Krieger reviewed the First Amendment to Option and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T).

City Attorney, Charles Zimmerman spoke to the new term and rent structure of the First Amendment to Option and Lease Agreement.

Following discussion,

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

APPROVE THE FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE WITH NEW CINGULAR WIRELESS PCS, LLC.

MOTION CARRIED 5-0.

7. Resolutions

- A. Resolution 2019-005 ~ Authorizing and Directing Mayor to Execute Agreement Between City and CERB for Cedar Road Project.

Mayor Verzal read the heading to Resolution 2019-005.

Roger Krieger reviewed Resolution 2019-005.

Following discussion,

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

APPROVE RESOLUTION 2019-005 ~ AUTHORIZING AND DIRECTING MAYOR TO EXECUTE AGREEMENT BETWEEN CITY AND CERB FOR CEDAR ROAD PROJECT.

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

- A. Approval of Voucher Claim Check Nos. 37768 through 37792 including EFT Debits in the amount of \$74,536.88 for the Second Half of June 2019.
B. Approval of Payroll Check Nos. 13373 through 13407 including 941 and PMFL Taxes in the amount of \$108,221.04 for the month of June 2019.
C. Outside Water Agreement ~ Daniel and Marilyn Klingensmith.
D. Spokane County Sheriff Extra Duty Employment Contract 2019.

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

Discussion ensued in regards to the enforcement of Fireworks discharge this Fourth of July. Mayor Verzal stated he had received a phone call from the Sheriff's office this afternoon through this call both sides were in agreement that any fireworks violation would be cited.

Mayor Verzal then entertained comments from the Council and Audience.

Deputy Dan Dutton stated he would like to suggest educating the public before issuing a citation but that if the Council and Mayor wanted he would go straight to the citation. Following some discussion, there was a consensus of all in attendance to educate first then cite if necessary.

Hazel Mcgillivra, 303 E. C Street had a question as to the age limit of a child to swim unsupervised. She had also heard about age exception contracts being written between a swimmer's parent and the lifeguards at the pool. City Clerk, Deby Cragun stated she will look in to their queries.

Samantha Shively stated she would really love to see some benches and trash cans at the park at Deer Meadows. Mayor Verzal stated trash cans are on the way and that he would look into the possibility of adding a bench.

11. Report of Officers

Councilmember Stevens asked if there have been any notable results from the Code Enforcement Officer work. Deby Cragun stated there have been some results. Mayor Verzal stated it is an ongoing process.

Councilmember Schut stated fireworks enforcement is part of education. If one citation is written it is possible to set an example.

12. Executive Session

- A. Potential Litigation and Potential Sale of Real Estate and Minimum Price. Per RCW 42.30.110 (1) (c) and (i).

Mayor Verzal moved the Council into executive session at 7:57 p.m. for 15 minutes to discuss Potential Litigation and Potential Sale of Real Estate and Minimum Price. Mayor Verzal stated there would be no action taken after the executive session. The Mayor requested an additional five minutes. The Council returned to regular session at 8:17 p.m.

13. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 8:17 P.M.

Mayor Tim Verzal

Deby Cragun, City Clerk/Treasurer

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

CONTRACT CHANGE ORDER NO. 1 or SUPPLEMENT AGREEMENT NO. _____

AIRPORT Deer Park Municipal Airport (DEW) DATE: June 17, 2019

AIP PROJECT NO.: 3-53-0022-024-2018

CONTRACTOR T. LaRivière Equipment and Excavation, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the Engineer.

Item No.	Description	Unit	Unit Price	Quantity	Amount
1.	Concrete slab reinforcement, saw cutting and utility vault adjustment	LS	\$3,591.35	1	\$3,591.35
Change Order Subtotal					\$3,591.45
Sales Tax @ 8.1%					\$290.90
This Change Order Total					\$3,882.35
Previous Change Order(s) Total					\$0.00
Original Contract Total					\$1,307,014.40
Revised Contract Total					\$1,310,896.75

The time provided for completion in the contract is changed by 0 working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. N/A.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Recommended by: T. J. D'Ne 6/27/2019
J-U-B-Engineers, Inc. (Engineer) Date

Approved by: _____
City of Deer Park (Owner) Date

Accepted by: [Signature] 7-2-19
T. LaRiviere Equipment and Excavation, Inc. (Contractor) Date

Concurred by: N/A N/A
State Aeronautics Date

Approved by: _____
Federal Aviation Administration Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction; otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO.: 3-53-0022-024-2018 CHANGE ORDER NO.: 1

AIRPORT: Deer Park Municipal Airport (DEW) LOCATION: City of Deer Park, WA

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s) respect to runway centerline stationing.

Concrete slab reinforcement was added to the proposed concrete helicopter parking pads. Work also included saw cutting and sealing the concrete to control cracking along control joints. The contractor also raised the rim elevation on an existing utility vault. All work was located west of parallel taxiway A, perpendicular to Runway 16/34 mid field.

2. Reason(s) for the change(s) (Continue on reverse if necessary).

The reinforcing bars were placed within the concrete slab to control cracking and to increase the life and durability of the slabs. Control joints were cut and sealed to allow cracking along specified joints. The utility vault was installed as a part of a previous project and was adjusted to meet taxilane object free area standards.

3. Justifications for unit prices or total cost.

The contractor submitted an itemized cost breakdown based on 'Request for Information' number 1, see attached. A price and cost analysis was performed on the various work items. The proposed unit costs were found to be in-line with similar work at other airports where applicable.

Estimated Cost to Complete the above referenced task:

Labor: 2 Laborers @ \$45/hr, 2 days, 10 hr. days

Equipment – Concrete Saw, \$500/day, 1 day

Materials:

Rebar - \$500

Utility Vault riser adjustment - \$1,000

Sub Total = \$3,800

Markup, Insurance, Bond, etc = \$100

Total = \$3,900

Contractor's Proposed Cost = \$3,591.45

4. The sponsor's share of this cost is available from:

City of Deer Park/Airport Funds

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ___ No ___ Not Applicable X.
6. Has consent of surety been obtained? Yes ___ Not Necessary X.
7. Will this change affect the insurance coverage? Yes ___ No X.
8. If yes, will the policies be extended? Yes ___ No ___ Not Applicable X.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials? Yes X No ___

When Late Winter via phone call & emails With Whom Karen Miles

Comments: _____

Submit 4 copies to FAA.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM

CONTRACT CHANGE ORDER NO. 1 or SUPPLEMENT AGREEMENT NO. _____

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Original Contract Total					\$1,307,014.40
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The time provided for completion in the contract is changed by 0 working days. This document shall become an amendment to the contract and all provisions of the contract will apply. Changes are shown on Drawing(s) No. N/A.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Recommended by: T. J. D. / Inc. 6/27/2019
J-U-B-Engineers, Inc. (Engineer) Date

Approved by: _____
City of Deer Park (Owner) Date

Accepted by: [Signature] 7-2-19
T. LaRiviere Equipment and Excavation, Inc. (Contractor) Date

Concurred by: N/A N/A
State Aeronautics Date

Approved by: _____
Federal Aviation Administration Date

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction; otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO.: 3-53-0022-024-2018 CHANGE ORDER NO.: 1

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1. Brief description of the proposed contract change(s) and location(s) respect to runway centerline stationing.

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The reinforcing bars were placed within the concrete slab to control cracking and to increase the life and durability of the slabs. Control joints were cut and sealed to allow cracking along specified joints. The utility vault was installed as a part of a previous project and was adjusted to meet taxilane object free area standards.

3. Justifications for unit prices or total cost.

The contractor submitted an itemized cost breakdown based on 'Request for Information' number 1, see attached. A price and cost analysis was performed on the various work items. The proposed unit costs were found to be in-line with similar work at other airports where applicable.

Estimated Cost to Complete the above referenced task:

Labor: 2 Laborers @ \$45/hr, 2 days, 10 hr. days

Equipment – Concrete Saw, \$500/day, 1 day

Materials:

Rebar - \$500

Utility Vault riser adjustment - \$1,000

Sub Total = \$3,800

Markup, Insurance, Bond, etc = \$100

Total = \$3,900

Contractor's Proposed Cost = \$3,591.45

4. The sponsor's share of this cost is available from:

City of Deer Park/Airport Funds

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ___ No ___ Not Applicable X.
6. Has consent of surety been obtained? Yes ___ Not Necessary X.
7. Will this change affect the insurance coverage? Yes ___ No X.
8. If yes, will the policies be extended? Yes ___ No ___ Not Applicable X.

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials? Yes X No ___

When Late Winter via phone call & emails With Whom Karen Miles

Comments: _____

Submit 4 copies to FAA.

RESOLUTION NO. 2019-cd

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION, AND A CONTRACT FOR WORK WITH ROAD PRODUCTS, INC., CONTINGENT ON THE GRANT BEING AWARDED ALL IN RELATION TO DEER PARK AIRPORT IMPROVEMENT PROJECT NO. 25.

WHEREAS, the City of Deer Park, Washington ("City") is presently waiting for approval of a Federal Aviation Administration ("FAA") grant for completion of FAA Airport Improvement Project 3-53-0022-025-2019, which project consists of but is not limited to cracked ceiling, seal coating, and marking runway 16-34 (approximately 85 feet by 6100 feet) and the asphalt concrete GA Apron (approximately 200 feet by 1150 feet) and replacement of joint seals in the Portland Cement Concrete D-Icing Apron (approximately 180 feet by 200 feet) and fueling apron (approximately 125 feet by 140 feet) all in accordance with contract documents on file with the City and prepared by the City's consulting engineers, J-U-B Engineers, Inc. ("AIP NO. 25"); and

WHEREAS, the bids for the AIP NO. 25 contract work were opened on June 27, 2019 and the apparent lowest responsive and responsible bidder was Road Products, Inc. in the total amount of \$274,257.82 (the "Contract Award Amount"); and

WHEREAS, the FAA has not yet provided the City with the formal grant offer for AIP NO. 25, but will likely do so after the July 17, 2019 regular City council meeting and prior to the August 7, 2019 regular City council meeting; and

WHEREAS, time is of the essence with respect to award of the AIP NO. 25 contract so the performance of the contract work can timely commence; NOW, THEREFORE,

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

Section 1. The City Mayor is authorized to execute a contract for AIP NO. 25 with Road Products, Inc. in the Contract Award Amount of \$274,257.82 contingent on the City

first receiving the formal grant offer from the FAA that will result in AIP NO. 25 project costs being paid by the FAA, State of Washington, and the City in accordance with the following table:

Deer Park Airport - Cost and Funding Summary
2019 Pavement Maintenance Project AIP 3-53-0022-025-2019
June 28, 2019

	Total	FAA Share	State Share	Local Share
Base Bid	212,519.20	191,267.28	10,625.96	10,625.96
Additive Bid Schedule A	46,672.18	42,004.96	2,333.61	2,333.61
Additive Bid Schedule B	15,066.44	13,559.80	753.32	753.32
Administrative Costs	4,000.00	3,600.00	0.00	400.00
Design Engineering	63,670.42	57,303.38	0.00	6,367.04
Construction Engineering	50,049.58	45,044.62	2,502.48	2,502.48
Total Project Cost	391,977.82	352,780.04	16,215.37	22,982.41

Section 2. The Mayor is authorized to execute all documents necessary to obtain the FAA and State of Washington AIP NO. 25 grant funds.

Section 3. In the event the FAA does not award the grant for AIP NO. 25, the City Mayor is authorized and directed to reject all bids.

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

APPROVED by the City Council at an
 Open Public Meeting the ____ day of
 _____, 2019.

 TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

 DEBY CRAGUN, CITY CLERK/TREASURER

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 **37793 through 37837 including EFT Debits in the amount of \$854,185.88.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **37793 through 37837 including EFT Debits in the amount of \$854,185.88 this 17th day of July 2019.**

Vouchers 1St Half July 2019

Number	Vendor Name	Account Description	Amount
37793	Spokane County Auditor	Water Service Agreement	\$107.50
37794	Jub Engineers, Inc.	FAA AIP Grant #24	\$17,610.53
37795	T. LaRiviere Equipment and Excavation	FAA AIP Grant #24	\$561,999.98
37796	American Linen	Supplies	\$88.00
		Uniforms	\$4,353.57
		Mat Change Out	\$168.47
		Park Supplies	\$831.20
		Check Total:	\$5,441.24
37797	Anatek Labs	Water Testing	\$165.00
37798	Autozone	City Vehicle Supplies	\$3.02
37799	Avista Utilities	Avista Lower Lvl City Hall	\$21.20
		Old Fire Station	\$176.65
		Utilities	\$23,056.61
		Check Total:	\$23,254.46
37800	Broadway Industrial Supply	Airport Supplies	\$204.18
37801	Centurylink	Communications	\$1,677.48
37802	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$21,102.27
		Full Service Fuel Surcharge	\$904.54
		Water Utilities	\$74.92
		Utilities	\$5,013.85
		Check Total:	\$27,095.58
37803	City Service Valcon, LLC	Fuel City Vehicles	\$2,571.29
		Resale Fuel	\$28,684.00
		Vehicle Fuel Airport	\$316.19
		Check Total:	\$31,571.48
37804	ColVico, Inc.	Airport Repair & Maintenance	\$4,733.01
37805	Comcast Business	Airport Communications	\$123.28
37806	Deer Park Ace Hardware	Central Services Supplies	\$19.65
		R & M Structures	\$17.90
		Supplies	\$475.92
		Check Total:	\$513.47
37807	Deer Park Chamber of Commerce	Deer Park Chamber Assistance	\$700.00
		Visitor Information & Tourism Promotion	\$250.00
		Check Total:	\$950.00
37808	Deer Park Paving	Golf Course Repair and Maintenance	\$1,750.00

37809	Deer Park Tire	Airport Tire Repair & Maintenance	\$239.89
37810	Developing Wings, Inc.	Airport Software	\$610.00
37811	Drury, Clint	Personnel Benefits Boot Allowance	\$189.16
37812	El Guapo Baskets	Disc Golf Baskets	\$4,461.82
37813	Fastenal	Supplies/Water/Wastewater/Shop	\$127.67
37814	Ferguson Waterworks	Water Items Purchased For Resale	\$348.08
37815	Freedom Sales & Supply, LLC	Flags For City Hall	\$221.66
		Pool Supplies	\$43.32
		Check Total:	\$264.98
37816	H & H Business Systems	Airport Graphics Equipment	\$27.77
37817	Inland Feed And Farm	Airport Spraying Supplies	\$97.27
37818	Inland Power And Light	Utilities	\$1,764.02
37819	Jub Engineers, Inc.	Airport/cedar RD Enginneering	\$3,724.90
		North Main Reconstruction 2019	\$9,703.02
		Prof Svc/gma Comp Plan	\$302.00
		Shamrock Glen/Wastewater/Water	\$7,072.47
		Sixth Street Res Design	\$25,457.60
		Subdivision DP Meadows Insp.	\$2,717.81
		Subdivision Haven Heights Insp	\$1,599.44
		SubdivisionHope Meadow Insp.	\$8,936.39
		Treatment Lagoon Design	\$22,936.57
		Check Total:	\$82,450.20
37820	Napa Auto Parts	Wastewater Vehicle	\$95.35
		Airport/ City Vehicles	\$187.19
		Check Total:	\$282.54
37821	National Barricade	Street Signs	\$235.01
37822	Off. of The St. Treasurer	Building Code Fee Remittance	\$253.00
37823	One Stroke, Inc.	Golf Course Repair and Maintenance	\$15,207.49
37824	Pool World Inc	Pool Supplies	\$119.93
37825	Prettyman's Septic Service	Airport Professional Services	\$305.00
37826	RWC International, Ltd	Sewer Truck Repair	\$473.72
37827	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$904.54
37828	Soilttest Farm Consultants, Inc	Soil Testing	\$175.00
37829	Spokane County Treasurer	Spokane CO Jail Services	\$3,613.77
37830	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$41,667.00
37831	Spokane Regional Transportation Council	Census 2020 Count	\$447.00
37832	Spokesman-Review	Ads And Legals	\$291.07
		Airport/cedar RD Enginneering	\$938.42
		FAA AIP #25 Pavement	\$1,204.64
		Check Total:	\$2,434.13

37833	Tribune	Fireworks Ad	\$216.00
37834	USA Bluebook	Wastewater Supplies	\$4,138.98
37835	Verizon Wireless	City Cell Phones	\$339.91
37836	Washington Trust Bank	Extra Line	\$1.00
		Repair & Maintenance City Vehicle	\$665.08
		Airport Supplies	\$51.25
		Travel/training	\$947.35
		Check Total:	\$1,664.68
37837	Waste Management	Airport Garbage	\$209.65
		June Garbage	\$79.75
		Check Total:	\$289.40
EFT Debit 2nd Qtr.2019 Leasehold Taxes	State of Washington/Dept of Revenue	Leasehold Tax	\$1,867.71
		Leasehold/sales Tax Remitt	\$261.15
		Orchard Bluff Leasehold Tax Remit	\$160.65
		Check Total:	\$2,289.51
EFT Debit Combined Excise Tax 6/2019	State of Washington	Excise Tax Remittance	\$6,349.28
		Fuel Sales Tax	\$4,829.90
		Leasehold/sales Tax Remitt	\$169.02
		Check Total:	\$11,348.20
		Grand Total	\$854,185.88
Total Accounts Payable for Checks #37793 Through #EFT Debit Combined Excise Tax 6/2019			

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 Fifteenth day of June, 2018 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 July 1, 2019 and terminating June 30, 2020, 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 fifteen dollars (\$117.00) 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**.

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**. 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	
Deer Park WA 99006	17221 E. Rosemont Lane
(509)276-8802	Greenacres, WA. 99016
	509-828-7917
	JHaymore@rockwoodclinic.com

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:  6/30/14
Printed Name: Jonathan Haymore