

**City of Deer Park  
City Council Agenda  
September 05, 2018  
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  
Clerk/Treasurer: Deby Cragun
- 2. Invocation**
- 3. Pledge of Allegiance & Welcome**
- 4. Approval of Agenda**
- 5. Approval of August 15, 2018 regular council meeting minutes.**
- 6. New Business**
  - A. Sheriff Ozzie Knezovich
  - A. Eagle Scout Presentation ~ Jared Lee
  - B. Task Order 2018-05 ~ Deer Park Meadows Phase 2, Const. Observation Svc.
- 7. Resolutions**
  - A.
- 8. Ordinances (Second Meeting and Public Input)**
  - A. Ordinance 2018-976 ~ Right-of-Way Use Franchise With Northwest Open Access Network (NoaNet)
- 9. Consent Agenda**
  - A. Approval of Voucher Claim Check Nos. 36961 through 36999 including EFT Debits in the amount of \$278,304.94 for the Last Half of August 2018
  - B. Approval of Payroll Check Nos. 13053 through 13089 including 941 Taxes in the amount of \$113,161.72 for the month of August 2018.
  - C. Surplus Equipment Bids Update
  - D. Deer Park Municipal Airport Lease Agreement ~ Josh Elston
  - E. Deer Park Municipal Airport Use Agreement ~ Chewelah Police Department
  - E. Short Plat Request # 2018-6 ~ Brenda Roberts.
- 10. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 11. Report of Officers**
- 12. Executive Session**
- 13. Adjournment**



**City of Deer Park  
City Council Minutes  
August 15, 2018**

Mayor Verzal called the meeting to order at 7:02 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  
Staff: Roger Krieger and Brian Ramsden  
Airport Manager: Darold Schultz, Schultz's Aviation, L.L.C.  
Economic Development: Joe Tortorelli  
Clerk/Treasurer: Deby Cragun  
Audience: 32

**2. Invocation**

Councilmember Don Stevens 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 August 01, 2018 regular council meeting minutes.**

**IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE AUGUST 1, 2018 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

- A. Construction and Activation Process for Xfinity and Comcast Business Services Updates ~ Kristopher Workman

Representatives from Comcast and Xfinity, Kristopher Workman along with Ron Nelson and Trevor Nelson gave an update regarding the status on bringing Comcast to the area. A question and answer period followed.

- B. Fireworks Discussion

Mayor Verzal opened the discussion by mentioning the survey that is still being tabulated.

Rick Oberdorfer stated he and 90% of his block were against a ban on fireworks.

Leilani Bly thanked the Mayor for opening up the Fireworks fate to the residence of the City.

Brenda (no last name given) stated July 4<sup>th</sup> is the best time of year and brings together Community. Deer Park is unique.

Matthew Dwyer and James Anderson both spoke against ban of fireworks. Mr. Anderson also stated Deer Park is the only town he has been in that has no nonsense fireworks laws. He thinks it is awesome that Deer Park says you can do your own thing on your own property.

Joyce Henning stated her family celebrates the 4<sup>th</sup> of July together then in the morning everyone goes outside and cleans up from the evening before.

Samantha Shively stated she was also opposed to the ban. She wants her sons to experience the 4<sup>th</sup> of July as she did while growing up.

Jason Upchurch agreed with Samantha.

Roger Krieger, Fire District 4 Commissioner spoke to the Fireworks relative to his role as a Fire Commissioner.

C. Airport Lease Plan Approval #6.

Airport Manager, Darold Schultz reviewed Airport Lease Plan #6.

Roger Krieger spoke to the Lease Plan relative to the Spokane County Assessor's Office.

Following discussion,

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

APPROVE AIRPORT LEASE PLAN #6~ DEER PARK AIRPORT

**MOTION CARRIED 5-0.**

**7. Resolutions**

There were no Resolutions

**8. Ordinances (First Reading)**

- A. Ordinance 2018-976 ~ Right-of-Way Use Franchise With Northwest Open Access Network (NoaNet).

Mayor Verzal read the heading to Ordinance 2018-976.

Roger Krieger reviewed the Ordinance 2018-976.

Mayor Verzal moved Ordinance 2018-976 on to the second reading and public input.

**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. 36919 through 36960 including EFT Debits in the amount of \$200,611.53 for the First Half of August 2018.
- B. Declaring Surplus Property from Airport Inventory and Approving Disposal Method.
- C. Deer Park Municipal Airport Use Agreement ~ AMR.
- D. Deer Park Municipal Airport Lease Agreement ~ Robert Bush

- E. Deer Park Municipal Airport Lease Agreement ~ Craig Christopher
- F. Spokane County Sheriff Extra Duty Employment Contract 2018.

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

Samantha Shively asked if it wouldn't be appropriate to hire a private security firm to monitor the Fireworks rather than the Sheriff's Department.

#### **11. Report of Departments**

Brian Ramsden gave an update on the installation of the new playground equipment at Swinyard Park. He stated the Pavement Preservation Project is ongoing and the gravel has been put down on Enoch and Cedar Roads.

Roger Krieger gave an update on the Grant Applications he has been working on.

Darold Schultz stated Fire Season is in full swing. Fuel sales have increased to the Fire Season and the Airports Tie Down spaces are full.

#### **12. Report of Officers**

Councilmember Schut reminded those in attendance that WSDOT was closing off parts of 395 and routing Northbound traffic through Deer Park.

Mayor Verzal thanked Councilmember Polowski for his participation in the 2018 Concert Series Car Show held on 08/11/2018. The participants were able to raise \$520.75 in donations for the City Parks.

#### **13. Executive Session**

There was no Executive Session.

#### **14. Adjournment**

There being no further business before the Council, Mayor Verzal adjourned the meeting at 8:13 P.M.

---

Mayor Tim Verzal

---

Deby Cragun, City Clerk/Treasurer



**TASK ORDER 2018-05  
DEER PARK MEADOWS PHASE 2, 31 LOTS  
CONSTRUCTION OBSERVATION SERVICES**

A MASTER AGREEMENT for Engineering Services entered into and effective on the 20th day of December, 2017, shall be appended herein as Task Order No. 2018-05, made as of \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Deer Park, 316 E Crawford, Deer Park, Washington, hereinafter referred to as the OWNER, and J-U-B ENGINEERS, Inc., 422 W. Riverside Ave. Suite 304, Spokane, Washington, hereinafter referred to as the ENGINEER.

**PROJECT OBJECTIVE**

The City of Deer Park wishes to have construction observation services for the Deer Park Meadows Phase 2, 31 Lots for 38.5 days.

**TASKS**

1. Construction observation services for clearing/grubbing/fan out overburden, sewer, water, street lights, signage, curb and sidewalk, and paving for 31 lots of Deer Meadows.

**ARTICLE 2. COMPENSATION**

Compensation by the OWNER to the ENGINEER will be at the ENGINEER's Direct Salaries multiplied by a factor of 3.25, plus a service charge of 10 percent of Direct Expenses.

The ENGINEER will not exceed a budget of \$28,237.44 for the services as described above unless additional work is directed by the owner.

This Task Order No. 2018-05 will become part of the referenced AGREEMENT when executed by both parties. IN WITNESS WHEREOF, the parties execute below:

**TASK ORDER 2018-05  
DEER PARK MEADOWS PHASE 2, 31 LOTS  
CONSTRUCTION OBSERVATION SERVICES**

**For the Owner, City of Deer Park, Washington**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

By: \_\_\_\_\_ Mayor  
Name Title

**For the ENGINEER, J-U-B ENGINEERS, Inc.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

By: \_\_\_\_\_ Area Manager  
Name Title

ORDINANCE NO. 2018-976

AN ORDINANCE OF THE CITY OF DEER PARK, WASHINGTON APPROVING A RIGHT-OF-WAY USE FRANCHISE WITH NORTHWEST OPEN ACCESS NETWORK, A WASHINGTON NON-PROFIT MUTUAL CORPORATION ("NoaNet"); CONTAINING A SEVERABILITY PROVISION AND SETTING AN EFFECTIVE DATE.

---

WHEREAS, Northwest Open Access Network, a Washington non-profit mutual corporation ("NoaNet"), has applied to the City of Deer Park, Washington for a right-of-way use franchise for the purpose of constructing facilities within the City to provide communication and telecommunications service; and

WHEREAS, NoaNet has deposited with the City the sum of \$3,000.00 for the purpose of paying for the City staff, City legal fees, and the cost of recording the Ordinance associated with negotiating the Franchise Agreement that is the subject of this Ordinance; and

WHEREAS, the authorized representative of NoaNet has executed this Ordinance approving the same on behalf of NoaNet; and

WHEREAS, City staff have reviewed the Ordinance and determined that passage of this Ordinance is in the best interests of the citizens of the City of Deer Park; and

WHEREAS, the Mayor and City Council of the City of Deer Park have reviewed the Ordinance and determined it is consistent with the recommendation of City staff and that passage of this Ordinance is in the best interests of the citizens of the City of Deer Park; now, therefore,

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

Section 1. The Right-of-Way Franchise attached hereto and marked as Exhibit "A" designating Northwest Open Access Network, a Washington non-profit mutual corporation ("NoaNet") (pages 1 - 15) and Appendix 1 (one page), is hereby approved and made a part of this Ordinance as if set forth in full herein.

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.

Section 4. The City Clerk is hereby directed to record an original of this Ordinance with the Spokane County Auditor after this Ordinance is in full force and effect and provide a copy of the recorded original Ordinance to NoaNet.

APPROVED:

\_\_\_\_\_  
TIMOTHY VERZAL, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
DEBY CRAGUN, CITY CLERK





EXHIBIT "A"

TERMS AND CONDITIONS OF FRANCHISE

INDEX OF TERMS AND CONDITIONS OF FRANCHISE

1. Scope and Duration
2. Definition of Terms
3. Permits, Plans and Specifications
4. Performance of Work
5. Aesthetic / Scenic Considerations
6. Maintenance of Facilities
7. Hazardous Wastes, Substances
8. Relocation
9. Non-Exclusive / Other Occupants
10. Insurance and Security
11. Hold Harmless and Indemnity
12. Reservation of Police Power
13. Applicable Laws
14. Eminent Domain, Powers of the People
15. Vacation
16. Termination
17. Assignment
18. Effective Date
19. Severability
20. Limitation of Liability
21. Hazardous Conditions
22. Miscellaneous Conditions
23. Notices
24. Governing Law and Stipulation of Venue

1. Scope and Duration

Northwest Open Access Network, a Washington nonprofit mutual corporation, (otherwise known as "NoaNet"), its successors and assigns, (hereinafter called "Grantee") are hereby granted a franchise to set, erect, install, place, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use communication and telecommunication systems and facilities including, but not limited to poles and towers, wires, lines, conduits, cables, braces, guys, anchors and vaults, , together with any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or underground (collectively, "Facilities") in, upon, over, under, along, across and through the City of Deer Park Roads and Rights of-way as the same exist now or may hereafter be modified by annexations. (such Roads

and rights-of-way being hereafter referred to at times as the "Franchise Area"), for a period of fifteen (15) years, all in accord with the Ordinance granting this Franchise, all applicable provisions of City of Deer Park Codes, Ordinances, Resolutions, and Policies whether specifically referred to or not, and this Exhibit "A"; provided that, notwithstanding the City's continued right to enact codes and ordinances, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise (including, without limitation, this Exhibit "A"), the terms and conditions of this Franchise shall govern and control.

2. Definition of Terms

CITY	City of Deer Park, Washington
CITY COUNCIL MEMBERS	City of Deer Park Council Members
CITY DIRECTOR	City of Deer Park Director of Community Services
FACILITIES	NoaNet's system of cables, wires, conduits, ducts, pedestals, and any associated converter, equipment, or facilities within the Franchise Area designed or constructed for the purpose of providing Communication Service or Telecommunication Service, whether the same be located overhead or underground.
FRANCHISE	The terms and conditions of this Franchise, as set forth in this Exhibit A. In accordance with City, State, and Federal Laws
FRANCHISE AREA	The City of Deer Park, Washington Right-of-Ways and Roads
GRANTEE	NoaNet, its successors and assigns, and any other person named in any permit as permittee, and any successor to any rights or interests of a permittee under a permit or in property installed on the Right-of-Way pursuant to a permit.
CONSTRUCTION WORK TECHNICAL STANDARDS	Design standards and specifications are attached as Appendix 1.
PERMIT	A document including any license, permit, or franchise, authorizing specified use of City rights-of-way and granted under the provisions of this Franchise.

RIGHT-OF-WAY	All property in which the City has any form of ownership or title and which is held for public road, or right-of-way purposes, regardless of whether or not any road or facility exists thereon or whether or not it is used, improved, or maintained for public travel.
ROADWAY or ROAD	The portion of the Right-of-Way, within the outside limits of the side slopes (shoulder to shoulder) or between curb lines, used for vehicular travel.

3. Permits, Plans, and Specifications

Prior to commencing any work within the Franchise Area on any City Road or Right-of-Way, the Grantee shall comply with and obtain all necessary permits to do such work.

To the extent that work is permitted under a then-existing permit, issued by the City, further permits are not required. Grantee shall pay all costs and expenses incurred by the City in reviewing plans and specifications, as and to the extent required by applicable provisions of the City of Deer Park codes or ordinances.

4. Performance of Work

- A. No work on any City Road or Right-of-Way shall be commenced until all necessary permits have been obtained and a set of plans and specifications, reviewed, approved, and endorsed by the City Director, has been returned to the Grantee.

All work shall be performed in accordance with the approved plans and specifications, and shall be subject to inspection and incremental approval by the City Director. Grantee shall pay all reasonable costs and expenses incurred by the City in inspecting and approving the work, as and to the extent required by applicable provisions of the City's codes or ordinances. Grantee shall remain solely responsible for compliance with all applicable laws, regulations, codes, and standard plans and specifications in the design and construction of Grantee's Facilities within the Franchise Area. The Grantee shall notify the City Director at a minimum of 48 hours prior to starting any construction activity.

If and to the extent Grantee reasonably determines that action on Grantee's part is necessary to respond to an emergency situation involving Grantee's Facilities within the Franchise Area, and such action would otherwise require the notice specified above, the City hereby waives the requirement that Grantee give such notice as a prerequisite to undertaking such activity; provided, however, Grantee shall notify the City Director, verbally or in writing, as soon as practicable and no

later than 24 hours following the emergency if the Roadway shoulders, embankment or cut slopes, or drainage facilities are disturbed.

- B. Grantee's Facilities within the Franchise Area shall be laid in conformance with the map of definite location except where deviations are allowed in writing by the City Director pursuant to application by Grantee, in which case Grantee shall file a corrected map of definite location.
- C. Any work which disturbs any soil, surface, or structure of any City Roadway or Right-of-Way shall be controlled by applicable design standards and specifications of the City, and City codes and ordinances. Grantee, at its expense, shall restore such surface or other facility to at least the same condition as it was in immediately prior to such disturbance (or make provisions therefore), all to the reasonable satisfaction of the City Director. The City Director may cause to be done, at the expense of the Grantee, all work necessary to render any City Roadway or Right-of-Way safe where a condition which is dangerous to life, health, or property is created by Grantee as a result of work undertaken by Grantee within the Franchise Area or where Grantee fails to restore any surface or other facility within the Franchise Area as required in this paragraph, but in each case only if Grantee does not promptly take corrective action after receiving written notice from the City Director regarding such condition or failure.
- D. All work within the Franchise Area shall be done in accordance with the current City standards in a thorough, professional, and workmanlike manner with minimum interference in public use of the City Roadway. Where any work includes opening of trenches and/or ditches and/or tunneling under a City Road or Right-of-Way, Grantee shall take all reasonable precautions necessary to protect and guard the public from any condition caused by the work. Subject to Section 8, below, and specifically the rights of Grantee with respect to third parties under Section 8(C), if any line, or other Facility of Grantee is located such that, in the opinion of the City Director, any hazard to travel of the public is created, Grantee shall relocate the line, or other facility at its expense upon request of the City Director. Grantee shall be liable for any damages, including any costs incurred by the City in remedying any failure to provide adequate traffic controls and protection to members of the public and their property.
- E. Before any work which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys is performed by Grantee within the Franchise Area under this Franchise, Grantee shall reference all such monuments and markers. Reference points shall be so located that they will not be disturbed during Grantee's operations under this Franchise. The method of referencing monuments or other points to be referenced shall be approved by the City Director. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the City Director. The cost of monuments or markers lost, destroyed, or disturbed, and the expense of replacement of approved

monuments shall be borne by the Grantee. A complete set of reference notes for monument and other ties shall be filed with the City.

- F. All work undertaken by Grantee within the Franchise Area shall be performed by the Grantee in compliance with all applicable Federal, State, and City laws, regulations, and policies (including, without limitation, applicable environmental and land use laws and regulations); provided that, notwithstanding the City's continued right to enact codes and ordinances, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise (including, without limitation, this Exhibit "A"), the terms and conditions of this Franchise shall govern and control.
- G. Grantee accepts that the City will require all new construction of Grantee's Facilities to the greatest extent reasonably practical to be placed underground. The City may grant waivers to this requirement when other existing utilities and/or like service providers are already located aboveground in the Franchise Area location where Grantee proposes to locate new facilities.

5. Aesthetic/Scenic Considerations

- A. If Grantee intends to use pesticides within the Franchise Area to control or kill weeds and brush in scenic areas, prior approval must be granted by the City at least annually (which approval shall not be unreasonably withheld or delayed). The City may limit or restrict the types, amounts, and timing of applications if a significant negative impact on the aesthetics of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility Right-of-Way maintenance.
- B. Refuse and debris resulting from the installation or maintenance of the Facilities by Grantee shall be promptly removed once the work is completed.

6. Maintenance of Facilities

The City will not assume responsibility for damage to the Grantee's property and various objects that are placed in City Roads and Rights-of-way. The Grantee will maintain its above-ground Facilities within the Franchise Area so as not to unreasonably interfere with City maintenance or free and safe passage of traffic.

7. Hazardous Wastes, Substances

Grantee agrees that it will not negligently or intentionally cause the release of any hazardous substance, waste, or pollutant or contaminant (as defined by applicable law) into or upon any City Road or Right-of-Way in violation of any state or federal law with respect thereto. Grantee shall notify the City in writing of any such illegal release. Grantee shall be completely

liable for any and all consequences of such illegal release, including liability under any federal or state statute or at common law. Grantee shall indemnify and hold the City harmless, as provided in paragraph 10, from any and all liability resulting from such an illegal release and shall have full responsibility for completely cleaning up, as required by any government agency, any and all contamination from such release. The City shall be entitled to full contribution for all costs incurred by it as the result of any release of such materials by Grantee in violation of any state or federal law. Upon any such illegal release of a hazardous substance by Grantee, the City may enter the Franchise Area and take whatever steps it deems appropriate to cure the consequences of any such release, all at the expense of the Grantee, but only if Grantee does not promptly take corrective action after receiving written notice from the City Director.

8. Relocation

A. Facilities shall be located to minimize need for later adjustment to accommodate future roadway improvement and to permit access to servicing such installations with minimum interference to roadway traffic. If the City causes any City Road or Right-of-Way to be constructed, improved, relocated, realigned, or otherwise changed within the Franchise Area; including traffic controls, drainage, and illumination; or if any part of such Road or Right-of-way becomes a state highway and relocation or readjustment is directed by the State Director of Transportation so as to reasonably necessitate relocation of any Facility of the Grantee on such Road or Right-of-Way within the Franchise Area (in any case for purposes other than those described in Section 8(C), below), the City will:

(a) provide Grantee, within a reasonable time prior to the commencement of the Road or Right-of-Way project, written notice requesting the relocation; and

(b) provide Grantee with reasonable plans, timetables and specifications for such Road or Right-of-Way project.

After receipt of such notice and such plans, timetables and specifications, Grantee shall relocate such Facilities within the Franchise Area at no charge to the City. If the City requires the subsequent relocation of any Facilities within five (5) years from the date of relocation of such Facilities pursuant to this Section or within five (5) years after the original installation of the Facilities, the City shall bear the entire cost of such subsequent relocation. The City will also provide Grantee a copy of its six year road transportation improvement program.

B. The City Director shall have the final approval of the relocation schedule. Grantee shall be responsible for timely compliance with Facility relocation and coordinate with the City or the City's contractor.

The construction, operations, maintenance, and repair of Grantee's Facilities authorized by this Franchise shall not preclude the City of Deer Park, its agents,

or its contractors from blasting, grading, excavating, or doing necessary road work contiguous to the said Facilities of the Grantee, provided that the Grantee shall be given forty-eight (48) hours notice of said blasting or other work, and provided further that the foregoing shall be subject to all other provisions of this Franchise and shall not substantially or unreasonably impair the rights granted to Grantee under this Franchise.

- C. Whenever (a) any public or private development within the Franchise Area, other than a public right of way improvement of the type described in Section 8(A), above, requires the relocation of Grantee's Facilities within the Franchise Area to accommodate such development; or (b) the City requires the relocation of Grantee's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then in such event, Grantee shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to Grantee, at a time and upon terms acceptable to Grantee, for any and all costs and expenses incurred by Grantee in the relocation of Grantee's Facilities.
- D. Any condition or requirement imposed by the City upon any person or entity, other than Grantee, that requires the relocation of Grantee's Facilities shall be a required relocation for purposes of Section 8(C), above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).
- E. Nothing in this Section 8 shall require Grantee to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.
- F. Grantee shall continuously provide the City a current map of the location of Grantee's Facilities within the City. In the event that at any time during the period of this Franchise the City shall elect to alter or change the grade of any Right-of-Way, the Grantee, upon reasonable notice by the City, shall begin removing and/or relocating as necessary, its poles, wires, cables, underground conduits, manholes and other fixtures at the Grantee's expense, provided, if Grantee's wires, cable, or other fixtures are placed within or attached to conduit, poles, or appliances owned or maintained by others, such as utility poles of a public utility pursuant to a pole attachment agreement, Grantee shall undertake such removal or relocation in cooperation with the public utility at Grantee's expense. If Grantee fails or refuses to act within ninety days (90), of notice from the City, the City shall have the power to remove or abate the same at the expense of the Grantee. If the City shall improve such streets, avenues, sidewalks, paths, alleys, roads, highways, rights-of-way or other City properties, Grantee shall on written notice by City officials, at its own expense, replace its lines or system as may be in or through the improved sub-grade of such improvement, with such materials as shall conform to or exceed the applicable standards of the City and industry for

use in such streets, avenues, sidewalks, alleys, roads, highways, rights-of-way or other City properties; provided, that if a readjustment or relocation is necessitated for a reason other than the above enumerated City purposes, the person, firm or private corporation or entity requesting such readjustment or relocation shall pay Grantee the actual costs; provided further, that in the event the City should require such readjustment or relocation in connection with any improvement or project funded, wholly or in part by state or federal funds, the City shall make an effort to include the costs for relocation in its funding applications where it meets funding agency requirements, and if successful, the City will reimburse Grantee for invoice costs eligible under the funding program as funds are available.

9. Non-Exclusive/Other Occupants

- A. This Franchise is not exclusive. It shall not prohibit the City from granting other franchises or permits for use of any City Roads or Rights-of-ways or parts thereof. Subject to this Franchise, Grantee shall not prevent or prohibit the City from constructing, altering, maintaining, or using any of said Roads or Rights-of-way, or affect its jurisdiction over them or any part of them, the City having full power to make all necessary changes, relocations, repairs, maintenance, etc., of the same as the City may deem fit.
- B. All installation, operation, maintenance, and repair by the Grantee of its Facilities on any City Road or Right-of-Way within the Franchise Area shall be done so as not to unreasonably interfere with installation, construction, operation, maintenance, or repair of other utilities, drains, ditches, structures, or other improvements permitted upon such Road or Right-of-Way, subject to the preference and priority rules set forth below. Owners, public or private, of any such facilities installed prior to construction and/or installation of the Facilities of Grantee, shall have preference as to positioning and location of such facilities. Likewise, Grantee's Facilities shall have preference as to positioning and location over any such other facilities that are installed after the construction and/or installation of the Facilities of Grantee. Such preference shall continue if relocation is required as a result of any construction relocation, realignment, and/or change of grade by the City.

10. Insurance and Security

- A. For the period after the assignment of this Franchise by Company Name to the Utility Assignee under Section 18, below, the following insurance provisions shall apply:

Prior to the effective date of this franchise and during its life, the franchisee shall obtain and maintain continuously liability insurance necessary to comply with the hold harmless agreement herein with limits of liability not less than:

\$2,000,000.00 per occurrence

The City Director may further determine that Business Auto Liability Insurance may also be required. Such insurance shall include the City of Deer Park, its officers, elected officials, agents, and employees as an additional insured and shall not be reduced or cancelled without thirty days written prior notice to the City.

All insurance policies will be issued on an occurrence basis. Claims made policies are unacceptable. Grantee shall maintain coverage for the duration of this Franchise. Grantee shall provide the City annually a signed certificate of insurance naming the City of Deer Park as an additional insured. Proof of all insurance shall be in a form acceptable to the City, and all conditions and requirements of insurance stated in this clause 10.A shall be satisfied prior to commencement of construction. All insurance documentation shall be submitted and reviewed by the City of Deer Park's person(s) responsible for Risk Management prior to commencement of construction.

The City may require additional bond or deposit. Acceptance by the City of any work performed by the Grantee at the time of completion shall not be a ground for avoidance of this covenant. The insurance required under this section may be through an established recognized utility insurance pool of which the Grantee is insured and which is approved by the City. Approval by the City shall not be unreasonably withheld.

11. Hold Harmless and Indemnity

- A. The Grantee shall defend, indemnify and hold harmless the City, its appointed and elected officials, agents, and employees, against all third party claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees on account of any injury or damage to the person or property of another, to the extent such injury or damage is caused by the negligence, willful misconduct, or from any breach of any common law, statutory or other delegated duty pursuant to this Franchise of Grantee, Grantee's employees, agents, or subcontractors, in exercising the rights granted to Grantee in this Franchise.
- B. For the avoidance of doubt, for those provisions of this Franchise which a court of competent jurisdiction determines are subject to RCW 4.24.115, then, in the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the City, its appointed and elected officials, agents or employees, and the Grantee or the Grantee's agents or employees, the Grantee's liability to hold harmless and indemnify the City is enforceable only to the extent of the Grantee's negligence.
- C. The Grantee's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from any negligent act, error, or

omission or from any breach of any common law, statutory or other delegated duty pursuant to this Franchise of the Grantee or its employees, agents, or subcontractors.

- D. The obligations of Grantee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses, and attorneys fees were caused by the comparative, contributory or sole negligence or willful misconduct of the City of Deer Park.
- E. In the event any claim or demand be presented to or filed with the City by reason of the above-mentioned causes, the City shall promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand. In case suit or action is brought against the City of Deer Park for damages arising out of or by reason of the above-mentioned causes, the City shall promptly notify Grantee thereof and the Grantee will, upon notice to it of the commencement of said action, settle, compromise or defend the same at its sole cost and expense, and in case judgment shall be rendered against the City in suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after suit or action shall have finally been determined. In the event Grantee refuses a tendered defense by the City pursuant to section 11 of this Franchise and if Grantee's refusal is subsequently determined by a Court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal, then Grantee shall pay all of the City's reasonable costs for defense of the action including all legal costs, witness fees and attorney fees and indemnify the City for any settlement made by the City of the wrongfully refused claim or demand.
- E. Solely to the extent required for the City to enforce Grantee's indemnification obligations under this Section 11, Grantee waives its immunity under RCW Title 51; provided that the foregoing waiver shall not in any way preclude Grantee from raising such immunity as a defense against any claim brought against Grantee by any of its employees. This waiver has been mutually negotiated by the parties.
- F. The provisions of this Section 11 shall survive the expiration or termination of this Franchise.

12. Reservation of Police Power

In granting this Franchise, the City does not waive any of its police powers to regulate the use of City Roads or Rights-of-way in the interest of public health, safety, and general welfare; provided, however, that the City shall adopt ordinances and regulations in a manner consistent with the terms of this Franchise.

13. Applicable Laws

Grantee shall comply with all federal, state, and local laws, rules, and regulations applicable to any work, Facility, or operation of Grantee upon City Roads or Rights-of-way during the life of this Franchise.

14. Eminent Domain, Powers of the People

This Franchise is subject to the power of eminent domain and its existence shall not preclude the City from acquiring by condemnation, in accordance with applicable law, all or a portion of Grantee's Facilities within the Franchise Area for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the Franchise Area conferred by this Franchise. Nothing herein, however, is intended to or will limit any severance damages arising out of any impact of any such condemnation the Facilities.

15. Vacation

If the City vacates all or a portion of any City Road or Right-of-Way which is subject to this Franchise, and said vacation is for the purpose of acquiring the fee or other property interest in said Road or Right-of-Way for the use of the City in either its proprietary or governmental capacity, the City Council may, at its option and by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to any City Road or Right-of-Way so vacated and, in its vacation procedure, reserve and grant an easement to Grantee for Grantee's Facilities, and the City shall not be liable for any damages or loss to the Grantee by reason of such termination.

Whenever a City Road or Right-of-Way or any portion thereof is vacated upon a finding that it is not useful and the public will be benefited by the vacation, the City may retain an easement in respect to the vacated land for the construction, repair, and maintenance of public utilities and services which at the time of the vacation have been specifically applied for by Grantee and are authorized under paragraph 3 or physically located on a portion of the land being vacated. In such event, the City shall also, in its vacation procedure, reserve and grant an easement to Grantee for Grantee's Facilities. The City shall not otherwise be liable for any damages or loss to the Grantee by reason of any such vacation.

16. Termination

- A. If Grantee defaults on any term or condition of this Franchise, the City may serve upon Grantee a written order to so comply within sixty (60) days from the date such order is received by Grantee. If Grantee is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however,

if any failure to comply with this Franchise by Grantee cannot be corrected with due diligence within said sixty (60) day period (Grantee's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Grantee may so comply shall be extended for such time as may be reasonably necessary and so long as Grantee commences promptly and diligently to effect such compliance. Upon such termination, all rights of the Grantee hereunder shall cease. Should any action or proceeding be commenced to enforce any of the provisions of this Franchise, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

- B. In the event that the use of all or any part of Grantee's Facilities is permanently discontinued for any reason, including, but not limited to, discontinuance, obsolescence, or abandonment of the Facilities, or the abandonment, termination, or expiration of this Franchise, the Grantee is solely responsible for the removal and proper disposal of the abandoned/surplus Facilities within the Franchise Area. The Grantee is not entitled to abandon any Facilities in place without the City's prior express agreement and written consent. The Grantee shall restore the City Roads and Rights-of-way from which such facilities have been removed to the same or equal conditions as before.
- C. Upon the expiration of this Franchise for any reason other than a default by Grantee or abandonment of the Facilities, the Grantee shall have the first and preferential right to take and receive such authority upon similar terms and conditions.

## 17. Assignment

All terms and conditions of this Franchise are burdens upon the successors and assigns of Grantee, and all privileges as well as all obligations and liabilities of the Grantee inure to its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned. Neither this Franchise nor any interest therein shall be sold, transferred, or assigned without the prior written consent of the City which consent shall not be unreasonably withheld or delayed; provided, however, that Grantee including, without limitation NoaNet, may at any time, without the consent of the City, assign and transfer this Franchise and all of its rights and interest in and to this Franchise to , National Telecommunications Information Administration "NTIA" or any other regulated utility (the "Utility Assignee"). For the avoidance of doubt, upon any assignment of this Franchise by Grantee to NTIA or a Utility Assignee, Grantee shall remain liable for all obligations and liabilities arising under or in any way pertaining to this Franchise prior to the effective date of such assignment, and shall be discharged and released of all obligations and liabilities to the City arising under or in any way pertaining to this Franchise after the effective date of such assignment. Further, notwithstanding the foregoing, the NTIA or Utility Assignee shall have the right, without the consent of or notice to the City, to mortgage its rights, benefits and privileges in and under this Franchise. Furthermore, however, the City of

Deer Park understands that NoaNet will be using funds under a Federal Grant under the Broadband Technology Opportunities Program ("BTOP") to finance the construction, purchase and/or installation of broadband Facilities and equipment to be located in the City Right-of-Way. Pursuant to BTOP, NoaNet holds its interest in the Franchise and the Facilities located in the City Right-of-Way as trustee for Federal Agency administering that program, specifically, the National Telecommunications and Information Administration ("NTIA"). In light of the foregoing, the parties hereto agree that Grantee may assign its interest in the Franchise to NTIA if required to do so under the rules and regulations of BTOP.

18. Effective Date

This Franchise shall be effective upon the effective date of the Ordinance passed by the City Council approving this Franchise; PROVIDED, that Grantee, prior to City Council approval, has signed its approval on an original of this Ordinance and placed it on file with the City Clerk.

19. Severability

If any provision of this Franchise or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Franchise or its application to other persons or circumstances.

20. Limitation of Liability

Administration of this Franchise shall not be construed to create the basis for any liability on the part of the City, its appointed and elected officials, and employees for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule, or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City, or for the accuracy of plans submitted to the City.

21. Hazardous Conditions

Whenever any conditions or operations caused by any activity undertaken by Grantee pursuant to this Franchise have become a hazard to life and limb, endanger property or public resources, or adversely affect the safety, use, or stability of a public way or drainage channel, the City Director shall notify the Grantee in writing of the property upon which the condition or operation is located, or other person or agent in control of said property, and direct them to repair or eliminate such condition or operation within the period specified therein so as to eliminate the hazard and be in conformance with the requirements of this Franchise.

Should the City Director have reasonable cause to believe that the situation is so adverse as to preclude written notice, he/she may take the measures necessary to eliminate the hazardous situation, provided that he/she shall first make a reasonable effort to notify the Grantee before acting. In such instance, the Grantee (responsible for the creation of the hazardous situation) shall be responsible for the payment of any reasonable costs incurred. If costs are incurred and the hazardous situation has been created in conjunction with or as a result of an operation for which a bond has been posted pursuant to this title or any other City authority, the City Director shall have the authority to forfeit the bond or other security to recover the costs incurred.

22. Miscellaneous

This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington.

23. Notices

Notices provided for in this Franchise shall be sent to the following addresses:

1) City of Deer Park Public Works Department  
316 E Crawford, PO Box F  
Deer Park, WA 99006  
Attn: Director of Community Services

2) Grantee:  
  
Company Name:  
  
NoaNet  
5802 Overlook Avenue NE  
Tacoma, WA 98466  
Attn: Chris Walker

24. Governing Law and Stipulation of Venue

The Grantee shall promptly notify the City of any change in notice address. The Grantee hereby agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington. The parties hereby stipulate that this Franchise shall be governed by the laws of the State of Washington and that any lawsuit regarding this contract must be brought in the Superior Court for the State of Washington in and for Spokane County, or in the case of a federal action, in the United States District Court for the Eastern District of Washington at Spokane, Washington.

## APPENDIX 1

### Construction Work Technical Standards

Grantee shall submit drawings for the construction work, if required by the City Director. Drawings shall be to a working scale, showing position and location of work. Names or number and width of roads, streets, etc., showing their location in plats, or subdivisions of sections, township and range, showing the relative position of such work to existing utilities, constructed, laid installed or erected upon such roads, streets or public places.

Grantee shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc., shall meet with provisions of the City polices, and shall require approval of the City Director. Signing, barricades, and traffic control in the vicinity of the work shall strictly conform to provisions of "the Manual on Uniform Traffic Control Devices for Street and Highways." Grantee shall pay to the City all applicable fees and charges prescribed by City of Deer Park law or policy.

The location, type of work, materials, and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the City Director prior to start of work and shall be subject to inspection of the City Director so as to assure proper compliance with the terms of this Franchise.

Grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in a good and safe condition in all respects as same were in before commencement of work by Grantee.

In case of any damage to any roads, streets, public places, structures or public property of any kind on account of said work by Grantee, Grantee will repair said damage at its own sole cost and expense.

The City Director, his agents or representative may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place or structure which is in a condition dangerous to a life, or property resulting from Grantee's Facilities within the Franchise Area or its installation as permitted herein, and upon demand Grantee shall pay to the City all costs of such work and material.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Marsh USA, Inc.  
1301 5th Avenue, Suite 1900  
Seattle, WA 98101  
Attn: Van Vong (206) 214-3024

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**  
**E-MAIL ADDRESS:**

CN103435013-GL-17-18 NOANE  
**INSURED**  
Public Utility Risk Management Services  
Joint Self Insurance Fund  
c/o Pacific Underwriters  
P.O. Box 68787  
12811 Des Moines Memorial Drive  
Seattle, WA 98168

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest National Insurance Co		10120
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER:** SEA-003568300-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EN4GL00088171	11/01/2017	11/01/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Northwest Open Access Network (NoaNet) as Named Insured

City of Deer Park, its officers, elected officials, agents, and employees are included as Additional Insured where required by written contract.

### CERTIFICATE HOLDER

City of Deer Park Public Works  
Department  
Attn: Director of Community Services  
316 E Crawford, PO Box F  
Deer Park, WA 99006

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**  
of Marsh USA Inc.  
Van H. Vong *[Signature]*





**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 **36961 through 36999 including EFT Debits in the amount of \$278,304.94.**

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **36961 through 36999 including EFT Debits in the amount of \$278,304.94 this 5th day of September 2018.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Vouchers 2nd half August 2018

Number	Vendor Name	Account Description	Amount
36961	A-1 Team Heating and Cooling	A/C Repair City Hall	\$6,191.78
36962	AirportReflectors.com	Runway Reflectors	\$630.00
36963	American Linen	Mats And Fresheners	\$167.60
		R & M All Bldgs	\$496.42
		Supplies	\$283.61
		Check Total:	\$947.63
36964	American On-Site Services	Port-O-Lets/community Events	\$74.28
36965	Anatek Labs	Water Testing	\$2,787.00
36966	Assoc. of WA Cities/AWC	Roger IACC 2018 Confrence	\$185.00
36967	Canon Financial Services, INC	Airport Graphics	\$56.97
36968	Centurylink	Long Distance	\$44.18
36969	City Service Valcon, LLC	Resale Fuel	\$140,964.34
36970	ColVico, Inc.	Professional Services	\$1,388.93
36971	Contech Engineered Solutions, LLC.	Pipes for Streets	\$158.76
36972	Controlfreak, Inc	R & M Scada System	\$1,626.55
36973	Department of Ecology	Dept of Ecology License	\$2,034.72
36974	Evergreen Truss	Sports Complex dugouts	\$2,224.65
36975	Ewfoa Treasurer	Dues/memberships	\$30.00
		Travel/training	\$50.00
		Check Total:	\$80.00
36976	Gene Gibson	Airport Supplies	\$7.86
36977	General Fire Extinguisher Svc.	Yearly Fire extinguisher test	\$96.21
36978	H & H Business Systems	Airport Graphics Equipment	\$78.74
36979	Jub Engineers, Inc.	Airport/cedar RD Enginneering	\$2,314.37
		Crawford/Colville Design	\$2,039.49
		FAA AIP #23 - Pavement	\$4,709.69
		FAA AIP Grant #24	\$1,981.86
		Water Annexation Rights	\$52.62
		SRTC /TIB Applications and City Boundry	\$8,973.14
		SubdivisionHope Meadow Insp.	\$2,108.64
		WW Comprehensive Plan Update	\$7,531.21
		Check Total:	\$29,711.02
36980	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$6,110.00
		Professional Services	\$1,135.88
		Check Total:	\$7,245.88
36981	Oxarc Inc.	R & M Structures	\$975.49
		Water Treatment Supplies	\$975.50
		Check Total:	\$1,950.99

36982	Reliance Janitorial	City Hall Janitorial Services	\$515.00
36983	Ricoh USA, Inc	City Hall Copier Contract	\$208.62
		Supplies	\$229.98
		Check Total:	\$438.60
36984	Rodda Paint Co.	Airport Painting Supplies	\$2,202.18
36985	Schultz's Aviation, LLC	Airport Management Contract	\$9,166.67
36986	Spokane County District Court	Professional Services	\$1,971.51
36987	Spokane County Treasurer	Spokane CO Jail Services	\$2,076.72
36988	Spokane County Treasurer	Alcoholism/substance Abuse	\$282.31
36989	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$866.35
36990	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$38,539.00
		Spok CO Overtime Costs <i>July 4th</i>	\$953.40
		Check Total:	\$39,492.40
36991	Titan Truck Equipment	Supplies	\$191.07
36992	Toner's Excavating	1/2 Yard Gravel	\$162.15
36993	Verizon Wireless	Communications	\$283.56
36994	Vision Forms	Supplies	\$397.78
36995	Washington State Auditor	State Auditor Fees	\$9,995.14
36996	Waste Management	Professional Services	\$116.39
36997	Western States Equipment	R & M All Bldgs	\$1,085.61
		R & M Structures	\$6,334.43
		Repair & Maintenance	\$1,237.22
		Check Total:	\$8,657.26
36998	White Block	Pavement Restoration	\$1,746.77
36999	Whitney Equipment Company, Inc.	R & M Structures	\$421.59
EFT Debit	Official Paymements Corp.	Professional Services <i>NSF Fee</i>	\$4.00
EFT Debit	United States Postal Service	Communications <i>Postage Refill Aug 2018</i>	\$832.00
	<b>Grand Total</b>		<b>\$278,304.94</b>
	<b>Total Accounts Payable for Checks #36961 Through #36999</b>		

**CITY OF DEER PARK**  
**PAYROLL CERTIFICATION AND APPROVAL**

**Auditing Officer's Certification**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services and/or the labor has been performed as described herein and is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Payroll Checks numbered **13053 through 13089 including 941 Taxes** in the amount of **\$113,161.72**.

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered **13053 through 13089 including 941 Taxes** in the amount of **\$113,161.72** this **5<sup>th</sup> day of September 2018.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

**To:** Mayor and City Council  
**From:** Brian Ramsden, Maintenance Superintendent  
**Date:** August 29, 2018  
**Re:** Surplus Equipment Bids

---

Today bids were opened for the below listed equipment as authorized by Council action at the August 1, 2018, meeting. One bid was received for each vehicle and are listed below.

Listed following were the vehicles for surplus.

1. 2008 Ford F-250 Super Duty, Regular CAB 4WD, VIN# 1FTNF21588EA70483. Minimum Bid recommended \$12,500. Method of Disposal: Sealed Bid.
2. 1975 International 1700 Loadstar, with SERVCO Sewer Jetter, VIN# EHA50584. Minimum Bid recommended \$1,000. Method of Disposal: Sealed Bid.

The single bid for item #1, the 2008 Ford pickup was \$8,875.00, substantially below the recommended minimum price set by Council, therefore we recommend rejecting the bid, which would allow staff to rebid the item for future action. The Council could establish a lower sealed bid price, attached for information is the documents from NADA which were used to determine the first recommended sale price.

The single bid for item #2, the 1975 International Sewer Jetter was \$900.00. This bid was only \$100.00 below our minimum price set by Council. Since we had very limited data to use in establishing the original recommended bid price for this apparatus, we recommend award of this bid to Kenneth V. Henson for the bid price of \$900.00



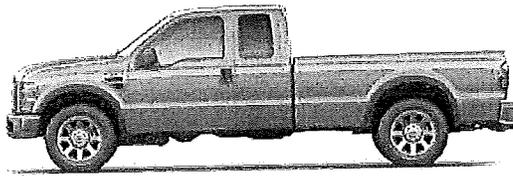
[Values](#) | [Pictures](#) | [Specifications](#) | [Reviews & Ratings](#) | [Safety](#)



[Car Pricing](#) | [Change Make](#) | [Change Year & Model](#) | [Change Trim](#) | [Change ZIP](#) | [Change Mileage & Options](#) | [Values](#)

## 2008 Ford Super Duty F-250 SRW Prices and Values

### Regular Cab XL 4WD



See other trim levels

Regular Cab XL 4WD

Compare models, trims, photos & more

### Values & Cost Details

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$5,700	\$6,925	\$7,925	\$10,700
Mileage (45,301)	\$3,175	\$3,175	\$3,175	\$3,175
Total Base Price	\$8,875	\$10,100	\$11,100	\$13,875
<b>Options (change)</b>				
W/out Power Windows	-\$75	-\$75	-\$75	-\$75
W/out Power Door Locks	-\$75	-\$75	-\$75	-\$75
<b>Price + Options</b>	<b>\$8,725</b>	<b>\$9,950</b>	<b>\$10,950</b>	<b>\$13,725</b>

### Vehicle History Report

Get answers to buy with confidence

- Check for accidents
- Confirm the reported mileage
- Purchase multiple reports and save



Enter VIN Number



## DEER PARK AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter sometimes referred to as "Lease" or "Agreement") is made and entered into by and between the City of Deer Park, State of Washington, hereinafter referred to as "City" and Josh Elston, hereinafter referred to as "Lessee."

### WITNESS THAT

WHEREAS, THE CITY OF DEER PARK is the owner of certain described real estate, more fully described below; and

WHEREAS, THE LESSEE desires to lease the certain described property for the purpose described herein;

NOW, THEREFORE, for and in consideration of the premises provided herein and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree, for themselves, their successors and assigns, as follows:

#### I. PREMISES

The City of Deer Park hereby leases to Lessee the parcel of land shown in **Exhibit A** and described as **Parcel 108** as located on the Deer Park Municipal Airport Lease Lot Map (revision # 6), Spokane County, Washington (hereinafter the "Premises" or "Leased Premises").

The City covenants and agrees that it is in lawful possession of the property, and has good and lawful authority to execute this Lease. The Lessee hereby warrants that it has inspected the Premises and City has not made any promises, warranties, or statements other than as contained herein. Lessee accepts the Premises as is.

The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

The City reserves the right but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

The City shall have the right to temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public.

It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by the Airport

Development Act, 49 U.S.C. 47101. et.seq. and Section 308 of the Federal Aviation Act of 1958 as the same exist now or may hereafter be amended.

During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be modified to be consistent with the provisions of the lease to the government and may be fully suspended at the option of the City.

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for development of the Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement, or program affecting the operation or maintenance of the Airport now or in the future; provided however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon. Failure of the Lessee or any occupant to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder.

## **II. TERM**

A. The Term of this Lease shall be for a period of 30 years commencing from the First day of October, 2018 and ending the Thirtieth day of September 2038, unless otherwise terminated or canceled as provided in this document.

B. At the end of the term of this Lease, Lessee shall have the option to apply for a new lease at the then current terms for new leases. The Lessee shall be eligible for a new lease agreement on the Leased Premises provided Lessee is in compliance with all terms, covenants, and conditions of this Lease and any amendments thereto.

## **III. HOLDING OVER**

If Lessee, without the written consent of the City, shall hold over after the termination date or earlier termination of this Lease, Lessee shall be deemed to be occupying the Premises as a month-to-month tenant whose tenancy may be terminated as provided by the laws of the State of Washington. During any such tenancy, Lessee agrees to be bound by all of the terms, covenants, and conditions of this Lease, as far as they are applicable to a month-to-month tenancy and to pay monthly rent in the amounts designated by the City.

## **IV. USE OF PREMISES**

A. Lessee agrees that the use of the Premises shall be limited to those airport-related activities authorized by the Federal Aviation Administration, City of Deer Park Zoning Regulations, Airport Minimum Business Standards and Airport Rules and Regulations as are

presently in effect and may in the future be adopted, or as may otherwise be agreed to by the parties.

B. Lessee shall provide proof of aircraft registration (or intent to register) with the State of Washington in accordance with RCW 47.68.250, as the same exists now or may hereafter be amended. The City is obligated by law to report to the Washington State Department of Transportation, Aviation Division the aircraft "N" number and owner name and address of those not yet registered.

C. It is clearly understood by the Lessee that no right or privilege has been granted which would prevent any person, firm, corporation, or entity operating aircraft on the airport from performing any service on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

## V. FINANCIAL OBLIGATION

A. Commencing on the effective date of this Lease, Lessee agrees to pay rent to the City as calculated below:

Rent Rate	Sq. Ft.	Rent	Leasehold Tax	Total Due	Semi Annual
\$ 0.17	6008	\$ 1,021.36	\$ 131.14	\$ 1,152.50	\$ 586.25

The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis. Annual payments, in advance, are preferred. Semi-annual payments shall be assessed an administrative fee of \$10 per payment. Rent not paid by the 10th of the month due shall be deemed delinquent, and a penalty of 10% of the amount due at that time shall be assessed against each delinquent installment.

B. No demand for rent need at any time be given, but it shall be the duty of the Lessee to pay rentals, fees, charges, and billings as required under the provisions of this Lease.

C. Lease rates for the Leased Premises shall be adjusted annually. Adjustment shall be based upon the most immediate complete full previous year Consumer Price Index, Pacific Cities, West-B/C (Dec. 1996=100 for All Urban Consumers (CPI-U)). City shall issue notice of intent to adjust the rental rates at least (30) days prior to the initiation of a rate increase. In the event this Consumer Price Index is no longer produced, then the next most geographically similar All Urban Consumers Index (CPI-U) shall be selected and applied by the City.

D. Lessee shall keep all rental payments free from all claims, demands, or set-offs, of any nature, or by any person, corporation, or entity.

E. Installation, hook-up, and payment for utilities shall be the responsibility of the Lessee. Utilities are to be installed to the City's specifications and those of the utility service provider.

## **VI. FAILURE TO COMPLY WITH FINANCIAL OBLIGATION**

Failure to pay amounts due or comply with any other of the financial obligations to the City under this Agreement shall entitle the City to re-enter and take possession of the Premises upon giving Lessee ninety (90) days advance notice of intent to do so, if said monetary default has not been remedied within the ninety (90) day period after notice is sent.

## **VII. DISPOSITION OF BUILDINGS AND IMPROVEMENTS UPON LEASE EXPIRATION**

At least one hundred eighty (180) days prior to the expiration of this Lease, Lessee shall notify the City regarding Lessee's intent with respect to lease renewal or disposition of buildings and improvements on the Leased Premises. Upon termination for reasons other than default, the City and Lessee shall agree upon one of the following three courses of action with respect to the disposition of Lessee's buildings and improvements located at the Premises:

1. In the event that the Lessee desires to continue occupying the Leased Premises, the Lessee may request that the City grant a new lease agreement. If the City desires to continue to lease the Leased Premises with the existing improvements, the City may concur with this request. Any such request concurred with by the City must be accompanied by the lease renewal application fee then in effect. In the event the City concurs with the Lessee's request to lease the Leased Premises, then the Lessee shall be eligible for a new lease agreement for the Leased Premises provided the following conditions are met by the Lessee:

- **Good Repair:** The Leased Premises and all improvements are in a state of good repair, including, without limitation, exterior paint, walls, roofs, doors, and any other items including those which are structural and/or aesthetic in nature.

- Lessee is in compliance with all terms, covenants, and conditions of this Lease. The terms of the new lease agreement are subject to negotiation between the City and Lessee. OR

2. At the end of the term of this Lease, the Lessee may peacefully surrender the Leased Premises in a fully restored condition, including the removal of all improvements. Restoration of Leased Premises shall also include fine grading to allow for proper drainage into the appropriate drainage system. All components of the improvement removed from the Leased Premises shall be completely removed from the site and disposed of off airport at the sole cost of Lessee. Removal of improvements and restoration of the Leased Premises shall be complete no later than thirty (30) calendar days after the expiration date of this Lease, unless the City agrees to an extension. OR

3. The City may agree to purchase the improvements from Lessee at a price to be determined by the City and Lessee. The City and Lessee may agree to have an appraisal of the improvements completed to aid the City and Lessee in their efforts to agree upon a purchase price. In the event the City and Lessee are unable to agree upon a purchase price, the City may require Lessee to comply with Option 2 above.

If the City and Lessee are unable to agree upon any of the above three options, then option 2 shall, by default, apply upon termination of the Lease term.

Personal property left on the Leased Premises shall, at the option of the City, become exclusive property of the City, without liability for payment, if said personal property remains on the Leased Premises thirty (30) days after the termination of the Lease for any reason.

City, at its discretion, may extend the time period for resolution of these options. Lessee shall be deemed to be occupying the Premises as a month-to-month tenant during any such extended period as per Article III of this Lease.

#### VIII. **INDEMNIFICATION AND INSURANCE BY LESSEE**

The Lessee shall indemnify the City, its employees, the Airport Manager and its employees, and City elected and appointed officers from and against any and all claims, demands, cause of actions, suits or judgments, including attorney's fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the condition, use occupancy or Lessee's maintenance of the Leased Premises or common areas or any improvements thereon; or by Lessee's non-observance or non-performance of any law, ordinance or regulation applicable to the Leased Premises; or incurred in obtaining possession of the Leased Premises after a default by the Lessee, or after the Lessee's default in surrendering possession upon expiration or earlier termination of the Term of the Lease, or enforcement of any covenants in this Lease. This includes, without limitation, any liability for injury to the person or property of Lessee, its agents, officers, employees, or invitees. **The Lessee specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Lessee's own employees.** This provision and waiver was specifically negotiated.

City shall indemnify Lessee, its members, employees, and agents from and against any and all claims, demands, causes of action, suits or judgments, including attorney fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for death or injury to persons or for loss of or damage to property caused by the City's breach of any term of this Lease or the negligence of the City.

In the event of any claims made to, or suits filed against City, for which the above indemnity applies, City shall give Lessee prompt written notice thereof and Lessee shall defend or settle the same.

Lessee, as a material part of the consideration to be tendered to City, waives all claims against City for damages to goods, wares, merchandise and loss of business, in upon or about the Leased Premises and for injury to Lessee, its agents, employees, or invitees in or about the Leased Premises from any cause arising at any time, other than for City's sole negligence or willful misconduct.

From and after the commencement date of the initial term of this Lease and continuing for the initial term and any extension of this Lease, Lessee shall insure the Leased Premises, at its sole cost and expense, against claims for bodily injury and property damage under a policy of general liability insurance, with aggregate limits of \$1,000,000 for bodily injury and property damage. Such policy shall name City as an additional insured. Before taking possession of the Leased Premises, the Lessee shall furnish the City with a certificate evidencing the aforesaid insurance coverage.

The aforementioned minimum limits of policies shall in no event limit the liability of Lessee hereunder. No policy of Lessee's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City by the insurer. Lessee shall, at least thirty (30) days prior to the expiration of the policies, furnish City with renewals or binders.

The insurance required shall be issued by carriers acceptable to the City, and City's approval shall not be unreasonably withheld.

The Lessee agrees that if Lessee does not purchase and maintain such insurance, City may, but shall not be required to, procure such insurance on Lessee's behalf and charge Lessee the premiums together with a five percent (5%) administrative charge, payable upon demand.

In the event a fire or other casualty loss results in destruction of the building to the extent that Lessee determines not to use insurance proceeds to repair or rebuild the hangar building, the proceeds of any insurance payment available to Lessee shall first be used to restore the Premises to the condition they were in prior to construction of a building on the Leased Premises and the remaining insurance proceeds shall be the property of Lessee.

Lessee's construction contractor shall provide at least \$1,000,000 general liability insurance naming the City of Deer Park as an additional insured.

#### **IX. DAMAGE OR DESTRUCTION**

If the improvements on the Premises are partially or totally damaged by fire or other casualty, the Lessee will repair or replace the damaged improvements (or similar) to meet existing building code at its sole expense within a reasonable period of time (not to exceed ninety (90) days from casualty or as weather and the permit process allow). All such construction shall be subject to the covenants, restrictions, and approval procedures as defined in the Airport Site Development Guidelines and City of Deer Park Building Department.

In the event Lessee decides not to rebuild within a reasonable time, Lessee shall restore the Leased Premises to a good and usable condition in conformity with the then current usage within ninety (90) days from the date that written notice to restore is received from the City.

City may, at its discretion, extend the period for rebuilding. Lessee shall remain responsible for payment of rent and leasehold tax and shall comply with all terms and conditions of this Lease during this extended period.

If the Lessee opts not to rebuild, upon payment of the remainder of the rent due under the Lease and removal of all improvements and restoration of the Leased Premises to the condition the Leased Premises were in at the time of commencement of this Lease, the City will agree to terminate the Lease.

#### **X. UTILITIES AND MAINTENANCE OF PREMISES**

Lessee shall pay all charges for utility services furnished to the Premises, including, but not limited to, electricity, gas, telephone, water, sewage, garbage disposal, and janitorial services throughout the term of this Lease.

Lessee shall, at its sole expense, keep and maintain the Premises in good repair and tidy condition. While not all inclusive, particular attention shall be focused on foundations, structural components, roofs, wall systems, doors, and electrical and water systems. Roofs and walls should be maintained to be free from leaks and damage and should be painted as necessary to maintain a tidy appearance.

In addition, Lessee shall:

- (a) Not allow trash, garbage, rubbish or refuse to collect on the exterior of any building on the Premises;
- (b) Mow vegetation on Premises;
- (c) Keep Premises around building free from inoperable and junk equipment;
- (d) Not use Premises around hangar as long-term parking for vehicles or parking of equipment not then being used for the operation of aircraft or maintenance of Premises.

#### **XI. ADVERTISING, LIGHTING, AND TRANSMISSIONS**

A. The Lessee shall submit plans and obtain approval of the City before erecting, installing, or operating signs or other advertisements upon any portion of the Premises herein demised.

B. The installation or use on the Premises of any floodlights, neon lights, colored lights, or other means of lighting shall be subject to the express written approval of the Airport Manager. Any use of lighting or signage that may potentially impair a pilot's ability to distinguish between airport lights and other light, or that creates glare or distraction affecting pilot vision is prohibited. All lighting shall be shielded downward.

C. Any use that creates or causes interference with the operations of radio or electronic facilities at the airport or with radio or electronic communications shall be prohibited.

#### **XII. CITY'S RIGHT OF CANCELLATION**

In addition to any conditions as specified herein and all other remedies available to the "City," this agreement shall be subject to cancellation by the City should any one or more of the following occur:

A. If Lessee shall file a voluntary petition in bankruptcy or proceedings in bankruptcy instituted against the Lessee are thereafter adjudicated, a bankruptcy pursuant to such proceedings, or a court shall take jurisdiction of the Lessee's property and its assets pursuant to proceedings brought under the provision of the Federal Reorganization or Bankruptcy Act, or a receiver for the Lessee's assets is appointed, or the Lessee is divested of its rights, powers, and privileges under this Lease by other operation of law.

B. If Lessee shall default, fail to perform, or breach any covenants, terms, or conditions of this Lease, the Lessee shall be given written notice to correct or cure such default, failure to perform, or breach. If, within ninety days (90) from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the City, the City shall have the right to immediately declare this Lease terminated and to proceed to evict Lessee and may require Lessee to remove all improvements to the Leased Premises or at the City's option keep or dispose of the improvements.

### XIII. LESSEE'S RIGHT OF CANCELLATION

In addition to all other remedies available to the Lessee, this Lease shall be subject to cancellation by Lessee should any one or more of the following occur:

A. The permanent abandonment or discontinuance in use of the Airport as an airport.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or any other federal agency or by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport for air transportation by Lessee.

C. The breach by the City of any covenants, terms, or conditions of this Lease to be kept, performed and observed by the City and the failure to remedy such breach for a period of ninety (90) days after written notice from Lessee of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such manner as to substantially restrict the Lessee from conducting its business or activity, if such restriction be continued for a period of (90) continuous days or more.

E. The occurrence of any event or events beyond the reasonable control of the Lessee, including, but not limited to, any act of God or other supervening event which precludes the Lessee from the use of the property for the purposes enumerated herein, or from the use of the airport facilities.

### XIV. ASSIGNMENT & SUBLETTING

A. ASSIGNMENT: Except in the event of the death, disability, or incompetency adjudication of Lessee (including both husband and wife, if Lessee is a marital community), there shall be no right to assign this Lease. Any assignment of this Lease permitted by this provision shall contain a provision acknowledging that Lessee or Lessees' estate shall remain liable to the City for compliance with all of the terms and conditions of this Lease for the Term of this Lease.

B. SUBLETTING: Lessee shall have the right to sublease the subject Premises, with prior approval of the City as to proposed sublessee and proposed use, which approval shall not be unreasonably withheld. Lessee shall submit a copy of sublease agreement to the City. Any such sublease agreement shall not conflict with the terms and provisions of this Lease and Lessee shall provide to the City notice of any intent to sublease at least thirty days

prior to such sublease. Any sublease shall not relieve the Lessee of any responsibility to perform any provisions of this Lease in the event Lessee's sub lessee fails to perform said provisions.

**XV. NON-DISCRIMINATION**

During the term of this Lease, Lessee, for itself, its personal representatives, and successors in interest, as a part of the consideration hereof, do hereby covenant and agree as follows:

A. No person, on the grounds of race, color, religion, sex, age, marital status, handicap, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination by Lessee in the Lessee's occupation, use, or construction upon the Leased Premises.

B. Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Environmental Protection Agency, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

**XVI. PAYMENT OF TAXES AND FEES**

Lessee shall pay all license, excise fees, permits, and taxes covering the business conducted on the Premises, and any taxes on the leasehold interest created by this Lease. Lessee shall also be responsible for payment of any other statutory tax or other fiscal obligations imposed by applicable local, state, or federal law with respect to the Lessee's agents, employees, property, or activities on the Premises.

**XVII. RIGHT TO ENTER PREMISES**

The City reserves the right to inspect the Premises and any improvements at any reasonable time for the purpose of ensuring compliance with rules and regulations governing the use of the Premises. The City shall make reasonable attempts to contact Lessee first by telephone, and if no answer, by certified mail (according to the current information provided by the Lessee) to arrange a convenient time for inspection. When immediate entry is deemed necessary for emergency purposes, if Lessee is not present to permit such entry, the City, its agents and employees shall be permitted to enter the Premises and any improvements. The City's agents or employees shall not be liable for any civil or criminal claim or cause of action for damages because of entering the Premises or improvements at reasonable times and in a reasonable manner.

**XVIII. LEGAL CLAIMS**

Lessee shall promptly report to the City any claim or suit against Lessee arising out of or in connection with the operation of Lessee's business or activities at the airport. Lessee is an independent contractor in every respect and not an agent of the "City."

**XIX. LIENS AND ENCUMBRANCES**

Lessee agrees that it shall pay, or cause to be paid, all costs and expenses for work done and materials delivered to the Premises and improvements, during the Term, for improvement to the Premises. Lessee shall keep the Premises free and clear of all liens. Lessee agrees to and shall indemnify, defend, and hold the City harmless from any liability, loss, damage, cost, attorney's fees, and all other expenses on account of claims of lien of laborers or material men, or others, for work performed or materials or supplies furnished to Lessee for use on the Premises.

## **XX. LAWS, REGULATIONS, AND PERMITS**

Lessee agrees that the use of the Premises, including construction thereon, shall conform at all times to any applicable federal, state, county, municipal laws, statutes, ordinances, or regulations, which may affect said property or the use thereof.

## **XXI. HAZARDOUS SUBSTANCES**

### **A. Presence and Use of Hazardous Substances**

Lessee shall identify and manage all hazardous substances and/or wastes according to The Washington State Department of Ecology Hazardous Wastes and Toxics Reduction Program (See Exhibit B). With respect to any such Hazardous Substances, Lessee shall:

1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers;
2. Submit to the City true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
3. Within five (5) days of the City's request, submit written reports to the City regarding Lessee use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances and provide evidence satisfactory to the City of Lessee compliance with the applicable government regulations;
4. Allow the City or the City's agent or representative to come on the Premises, pursuant to Article, XVII to check Lessee compliance with all applicable governmental regulations regarding Hazardous Substances;
5. Comply with minimum levels, standards, or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and
6. Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Any and all costs incurred by the City and associated with the City's inspection of Lessee Premises and the City's monitoring of Lessee compliance with this Article, including the City's attorneys' fees and costs, shall be additional rent and shall be due and payable to the City immediately upon demand by the City.

**B. Cleanup Costs, Default, and Indemnification**

1. Lessee shall be fully and completely liable to the City and/or other regulatory agencies for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee use, disposal, transportation, generation, and/or sale of Hazardous Substances, in or about the Premises.

2. Lessee shall indemnify, defend, and hold the City harmless from any and all of the costs, fees, penalties, and charges assessed against, imposed upon, or incurred by the City (including but not limited to the City's actual attorneys' fees and costs) as a result of Lessee use, disposal, transportation, generation, and/or sale of Hazardous Substances.

3. Upon Lessee's default under this Article, in addition to the rights and remedies set forth elsewhere in this Lease, the City shall be entitled to the following rights and remedies:

a. At the City's option, to terminate this Lease immediately; and/or

b. To recover any and all damages associated with the default, including, but not limited to, cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the City and tenants of the airport, any and all damages claims asserted by third parties and the City's actual attorneys' fees and costs.

**XXII. SEVERABILITY**

Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

**XXIII. SUCCESSORS**

This Lease is binding upon and benefits the heirs and successors of the Lessee.

**XXIV. TIME IS OF THE ESSENCE**

It is mutually agreed that time is of the essence in this Lease.

**XXV. CONFLICT RESOLUTION**

All claims, disputes and other matters in controversy (herein called "dispute") arising directly or indirectly out of or related to this Lease, or the breach thereof, whether contractual or non-contractual, and whether during the term of or after the termination of this Lease, shall be resolved exclusively according to the procedures set forth in this Article XXV.

### **Mediation.**

Neither party shall commence an arbitration proceeding pursuant to the provisions of this Article XXV unless such party shall first give a written notice (a "Dispute Notice") to the other party in the same manner otherwise provided for notice in this Lease, setting forth with reasonable specificity the nature of the dispute. The Dispute Notice shall constitute a notice and demand for mediation. The parties shall attempt in good faith to resolve the dispute by non-binding mediation. If the parties cannot agree on the selection of a mediator within fifteen (15) days after delivery of the Dispute Notice, the Seattle, Washington office of JAMS shall select the mediator. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the Dispute Notice, then the dispute shall be determined by arbitration in accordance with the provisions of this Article XXV below.

### **Arbitration.**

Any dispute that is not settled by mediation as provided in Section 8.1 shall be resolved by arbitration in the City of Spokane, State of Washington in accordance with the JAMS Arbitration Rules in effect on the date of the Dispute Notice, by an arbitrator appointed by the Seattle, Washington office of JAMS. The judgment on the arbitration shall be entered in Spokane County Superior Court.

The arbitrator shall issue an award in writing specifying its findings of fact and conclusions of law. Each party shall pay one-half of the fees and costs of the arbitrator.

Upon the application by either party to Spokane County Superior Court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator, the award should be confirmed, or should be modified or vacated in order to correct any errors of the law that may have been made by the arbitrator. In order to effectuate such judicial review limited to issues of law, the parties agree (and shall stipulate to the court) that the findings of fact made by the arbitrator shall be final and binding on the parties and shall serve as the facts to be submitted to and relied on by the court in determining the extent to which the award should be confirmed, modified or vacated.

### **Costs and Attorneys' Fees.**

Except as otherwise specifically provided in this Lease, each party shall pay its own costs and attorneys fees incurred in any mediation, arbitration or any Spokane County Superior court hearing or further appeal or other litigation relating to or arising out of the existence of this Lease.

### **JAMS.**

References in this Lease to the Seattle, Washington office of JAMS shall be considered references to the Spokane office of JAMS in the event a Spokane office is available on the date

of the Dispute Notice. In the event there is no Seattle or Spokane office of JAMS on the date of the Dispute Notice, the Spokane County Superior Court shall appoint the mediator referred to in the Mediation provisions of this Article XXV and the arbitration provisions shall be interpreted as eliminated and stricken from this Lease and either party may only resolve disputes through commencement of litigation in Spokane County Superior Court.

**XXVI. VENUE**

It is hereby agreed and understood by both parties that the venue for any legal or equitable action arising out of the existence of this Lease shall be in the Superior Court of Spokane County, State of Washington.

**XXVII. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement of the parties, including Exhibits "A and B" (and any addendum). No other written or oral statements shall be a part of this Lease. This Lease may only be modified by an agreement in writing signed by both parties.

**XXVIII. NOTICES**

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

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

Lessee: Josh Elston  
2616 W. Enoch Rd. .  
Deer Park, WA. 99006  
JElston33@yahoo.com

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

**XXIX. ENCUMBRANCE OF LESSEE'S INTEREST**

The Lessee may encumber, by Mortgage, Deed of Trust, or other proper instrument, its leasehold interest and estate in the Leased Premises, together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee.

The City will cooperate in a timely manner with any reasonable requests of Lessee involving an attempt by the Lessee to encumber Lessee's leasehold interest and/or estate in the Leased Premises.

The execution of any such Mortgage, Deed of Trust, or other instrument, or the foreclosure or other proceedings there under, shall not relieve the Lessee from its liability and obligations under this Lease.

Any holder of Lessee's interest herein acquired through foreclosure or other proceedings shall acquire and possess only the rights and interests of Lessee herein and shall be subject and subordinate to the rights and interest of City herein.

**XXX. INTERPRETATION**

This Lease has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel. Paragraph and Section headings are for convenience only and shall not be considered when interpreting this Lease. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

**XXXI. NON-WAIVER OF COVENANTS**

Either party's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving either party the right to insist on strict performance of such provision in the future. The subsequent payment of rent by the Lessee or acceptance of rent by the City, whether full or partial payment, shall not be deemed a waiver of any preceding breach by either party of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular part of the rent accepted, regardless of either party's knowledge of the preceding breach at the time of the acceptance of that part of the rent.

**XXXII. COUNTERPARTS**

This Lease may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or electronically shall be deemed valid execution of this Lease, binding on the parties.

The parties hereto by their respective authorized signatures below approve and enter into this Lease effective the First day of October, 2018.

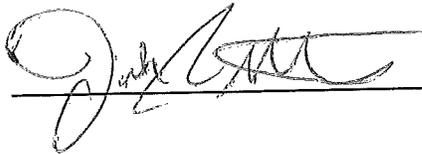
City of Deer Park

\_\_\_\_\_  
Timothy Verzal, Mayor

Attest:

By: \_\_\_\_\_  
Deby Cragun, City Clerk/Treasurer

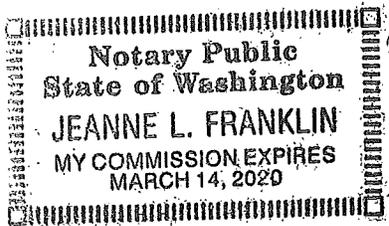
LESSEE:

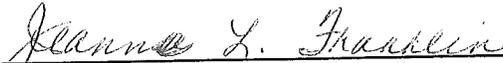
By: 

STATE OF WASH )  
County of SPOKANE ) ss

I certify that I know or have satisfactory evidence that JOSH A. ELSTON is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Lessee or authorized signatory for the Lessee identified in this instrument, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated Aug. 18, 2018



  
(SIGNATURE)  
JEANNE L. FRANKLIN  
(TYPED OR PRINTED NAME)  
Notary Public in and for the State of  
WA, residing in DEER PARK  
My Commission Expires: MAR. 14, 2020



# Deer Park Municipal Airport

## USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and THE CHEWELAH POLICE DEPT., Washington (hereinafter "THE CHEWELAH 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 September, 2018 agree as follows:

### 1. PREMISES.

A. Premises. The City shall allow access to THE CHEWELAH 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 THE CHEWELAH 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. THE CHEWELAH 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. THE CHEWELAH 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 September 01, 2018 and terminating August 31, 2019, subject to the provisions of paragraph 12. TERMINATION-  
HOLDING OVER of the Use Agreement. Upon termination of this Use Agreement, THE CHEWELAH 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 THE CHEWELAH POLICE DEPT. during the term shall be only those dates of use approved in writing by the City Airport Manager.

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

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

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

the terms of this Use Agreement. In addition, THE CHEWELAH 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. THE CHEWELAH POLICE DEPT. shall furnish certificates of such insurance to the City prior to occupying the Premises.

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

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

13. **DEFAULTS.** Time is of the essence, and if THE CHEWELAH POLICE DEPT. is in default under this Use Agreement the City may immediately terminate this tenancy after having given THE CHEWELAH 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 THE CHEWELAH 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, THE CHEWELAH 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 THE CHEWELAH POLICE DEPT. shall not be deemed a waiver of such default. No waiver by the City of any default by THE CHEWELAH POLICE DEPT. shall be construed to be a waiver of any subsequent default by THE CHEWELAH 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.** THE CHEWELAH 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, THE CHEWELAH POLICE DEPT., invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, THE CHEWELAH 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. THE CHEWELAH 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 THE CHEWELAH POLICE DEPT.. THE CHEWELAH 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 THE CHEWELAH 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. THE CHEWELAH 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:

<b>City of Deer Park</b>	<b>Lessee</b>
E 316 Crawford Ave.	THE CHEWELAH POLICE DEPT.
PO Box F	Sergeant Ryan Pankey
Deer Park WA 99006	301 E. Clay
(509)276-8802	Chewelah, WA. 99109
	(509) 935-6555
	RPankey@cityofchewelah.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 Chief Mark Burrows (Please accept this as my electronic signature)

Printed Name: \_\_\_Chief Mark Burrows\_\_\_\_\_

## Memorandum

To: Mayor and City Council

From: Roger Krieger

Date: August 27, 2018

Re: Short Plat request #2018-6

The Planning Commission during their regular meeting on August 13, 2018, conducted a public hearing on the above referenced request.

The Commission by a vote of the members in attendance approved the request as submitted, adopted the findings of fact and recommend approval of the Council.

Staff has reviewed the final plat submitted and checked for required lot staking for the new parcels. Attached are copies of the plat and associated documentation.

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND DETERMINATION**

**CITY OF DEER PARK  
PRELIMINARY SHORT PLAT APPLICATION NO. SP 2018-6**

In regards to the findings requirements of Chapter 17.24 of the Deer Park Municipal Code, the Infrastructure Concurrency management regulations of Chapter 17.28 of the Deer Park Municipal Code, and the consistency determinations required in Chapter 19.04 of the Deer Park Municipal Code, the Planning Commission of the City of Deer Park hereby finds and concludes the following with respect to Preliminary Short Plat Application No. SP 2018-6.

1. Application SP 2018-6 was submitted on June 25, 2018, for subdivision a portion of Block 21, Deer Park, located in the NW one-quarter of Section 2, Township 28N, Range 42E, W.M., in Spokane County, Washington.
2. The proposed development is in conformance with the adopted Comprehensive Plan and is identified as Single and Two Family Residential land use. The proposed preliminary plat and uses of the property are in compliance with the land use designation, policies and densities in the comprehensive plan.
3. The proposed development is in conformance with the City's adopted Zoning Regulations in terms of density and intensity, and other pertinent zoning requirements in that the proposed lot sizes of the application exceed the minimum lot sizes required within the R3A zoning of the area. Required frontage for each parcel and area are greater than required minimum of 6,000 square feet for the zoning classification.
4. The proposed development is in conformance with the City's adopted Subdivision regulations in terms of lot and street design, provisions for streets, water, wastewater, drainage and other public or private infrastructure systems.
5. The subdivision proposal is generally consistent with RCW 58.17, promoting the public health, safety and general welfare in accordance with standards established by the state and the City of Deer Park. The City has considered the provision of adequate public facilities as cited in RCW 58.17.110(2). More specifically:
  - a. Public rights-of-way
  - b. Potable water
  - c. Sanitary wastewater disposal
  - d. Storm water drainage
  - e. Parks and recreation facilities
  - f. Play grounds
  - g. Schools and playgrounds
  - h. Pedestrian walkways and sidewalks
6. Recognizing the conditions required herein and the City of Deer Park development standards, appropriate provisions have been made to ensure the health, safety and

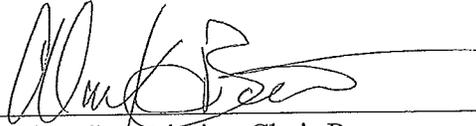
general welfare, and therefore, the public use and interest will be served by the proposed short plat.

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

**Approval Option**

Short Plat Application Number SP 2018-6 is hereby **approved**. This decision is final unless appealed in writing, consistent with adopted appeal procedures.

Adopted this 13th day of August, 2018.

  
\_\_\_\_\_  
Planning Commission Chair Person

ATTEST:

  
\_\_\_\_\_  
Planning Director

**STAFF REPORT**

TO: Deer Park Planning Commission                      PREPARED BY: Roger Krieger  
RE: Brenda Roberts Short Plat 2018-6                      DATED: August 8, 2018  
TYPE: Subdivision Approval                                      LOCATION: 222 N. Stevens Street

**GENERAL INFORMATION**

Applicant: Brenda Roberts  
PO Box 1583, Deer Park, WA 99006

Status of Applicant: Owner

Requested Action/Purpose: Approval of Short Plat 2018-6, a Replat of Spokane County Tax parcel 28022.2102.

Size: Lot areas 6,331 and 7000 square feet.

Physical Characteristics: Land is generally flat, with developed residential parcels.

Development Characteristics: The land proposed to be divided to allow additional residential construction.

Transportation: Vehicle access to the parcels will be from Third and Stevens Street.

Parking: The parking areas for each parcel are provided pursuant to use of lots as residential.

Existing Zoning: Residential 3A.

Surrounding Use/Zoning:  
North: Developed land – zoned R3A.  
West: Developed land - zoned R3A.  
South: Undeveloped land – zoned R3A.  
East: Developed land – zoned R3A.

Comprehensive Plan Designations: Mixed Use – Single and Two Family Residential

**ANALYSIS**

Creation of two residential lots is in compliance with the zoning and subdivision ordinance of the City. Parcel size and limitations within the R3A zone require lot sizes of a minimum 6,000 square feet with two off street parking spaces per lot. From there under zero lot line provisions, the parcel can be reduced accordingly. Original submittals from the applicant along with review comments and response and/or changes to the plat have been completed.

No increase in traffic movement within the area will be observed with this request as the original platting of the lot accounted for this style for final plat development. City ordinance requires payment of Traffic Mitigation fees at time of final plat submittal and were collected based on the final divisions of parcels under these applications.

In regards to water and wastewater service to the parcels created, individual services to each final parcel were provided during construction of the subdivision

Notice of public hearing on the matter were mailed to adjacent parcel owners, a sign was installed identifying the land use action and notification in the newspaper of record was completed prior to stated deadlines for notification to the public. In addition, comments were solicited from Fire District #4, Avista Utilities, Qwest, and the cable TV system. To date, no comments, either verbal or written in opposition to the request have been received.

**RECOMMENDATION**

Development of Findings of Facts and conditions in support of the request, Commission approval and recommendation to the City Council for adoption.

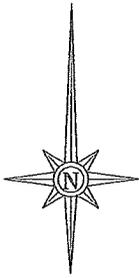
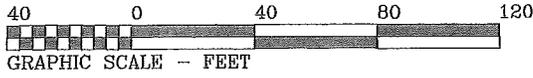
**ATTACHMENTS**

1. Brenda Roberts Short Subdivision application 2018-6.
2. Short Plat Preliminary drawings.



Measure

More Info



BLOCK 18

BLOCK 22

BLOCK 19

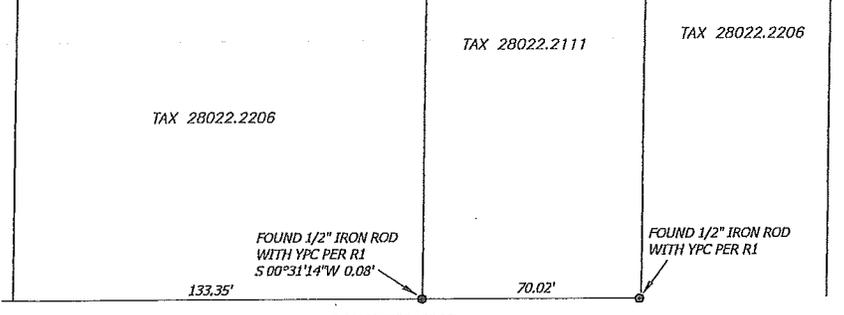
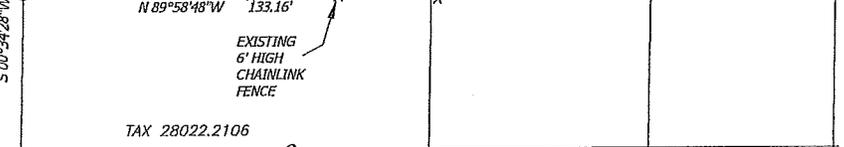
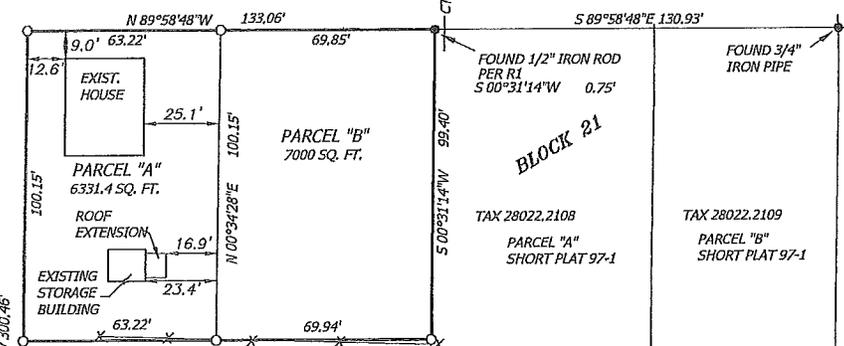
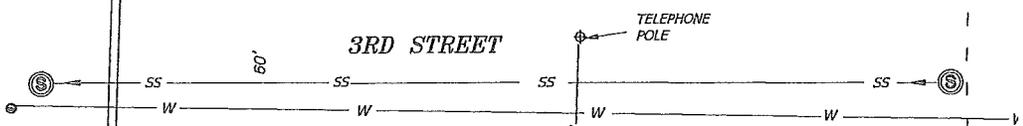
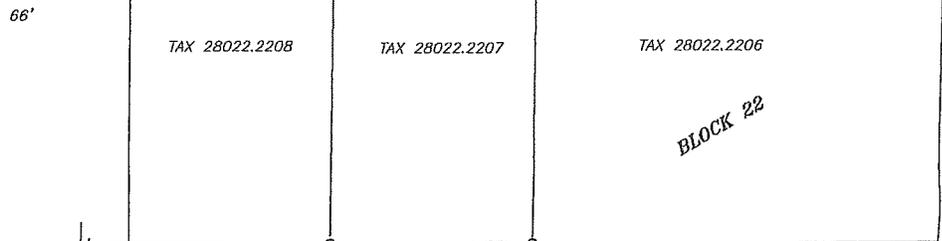
BLOCK 21

P A R K

STEVENS AVENUE

3RD STREET

2ND STREET



FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP PER R3. (S70°36'13"E 1.20' - R1)

FOUND 1/2" IRON ROD WITH YPC PER R1 (S00°31'14"W 0.08')

FOUND 1/2" IRON ROD WITH YPC PER R1

N 89°58'52"W 66.00'

S 89°58'52"E 203.37'

66'

133.35'

70.02'

66'

TAX 28022.2208

TAX 28022.2207

TAX 28022.2206

60'

N 89°58'48"W 133.06'

133.06'

S 89°58'48"E 130.93'

9.0' 63.22'

69.85'

12.6'

EXIST. HOUSE

PARCEL "A" 6331.4 SQ. FT.

ROOF EXTENSION

EXISTING STORAGE BUILDING

63.22'

25.1'

100.15'

PARCEL "B" 7000 SQ. FT.

N 00°34'28"E 100.15'

100.15'

16.9'

23.4'

69.94'

N 89°58'48"W 133.16'

EXISTING 6' HIGH CHAINLINK FENCE

TAX 28022.2106

FOUND 1/2" IRON ROD PER R1 (S00°31'14"W 0.75')

FOUND 3/4" IRON PIPE

TAX 28022.2108

PARCEL "A" SHORT PLAT 97-1

TAX 28022.2109

PARCEL "B" SHORT PLAT 97-1

TAX 28022.2111

TAX 28022.2206

TAX 28022.2206

CITY OF DEER PARK  
DEER PARK MUNICIPAL CODE CHAPTER 17.24

APPLICATION FOR  
PRELIMINARY SHORT SUBDIVISION

Date Received: 6/25/18 File Number: ~~SP~~ SP 2018-6  
Date Accepted: 7/9/18 By: GAK/RLC  
Preliminary Plat Fee: \$ 300.00 Date Paid: 6/25/18 Receipt # 25807  
Traffic Mitigation Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_  
Engineering Review Fee: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Receipt # \_\_\_\_\_

A. GENERAL INFORMATION

Name of Applicant: Brenda Roberts  
Mailing Address: PO BOX 1583 Deer Park, WA 99006  
Phone: (509) 821-0211 Fax: \_\_\_\_\_  
If the applicant is not the property owner, include written authorization from the owner for the applicant to serve as the owner's representative.  
Name of Legal Owner: Brenda Roberts  
Mailing Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Site Area of Proposed Project (Acres or Square Feet): 7,000 sq. ft.  
Street Address of Proposed Project: 3RD & STEVENS  
Comprehensive Plan Designation: RESIDENTIAL  
Existing Zoning: R3A  
Proposed Zoning: R3A  
Existing Use of Property: Single Family ; Manufactured Home \_\_\_\_\_;  
Duplex \_\_\_\_\_; Multifamily \_\_\_\_\_; Commercial \_\_\_\_\_; Industrial \_\_\_\_\_;  
Other (Describe) \_\_\_\_\_  
Proposed Use of Property: Single Family ; Manufactured Home \_\_\_\_\_;  
Duplex ; Multifamily \_\_\_\_\_; Commercial \_\_\_\_\_; Industrial \_\_\_\_\_;  
Other (Describe) single family or duplex  
List Previous City Actions Involving This Property: N/A

B. LEGAL INFORMATION

Location of Proposed Project: A PORTION OF BLOCK 22 "DEER PARK"  
Section: 2 Township: 28N Range: 42E  
Name of Public Street(s) Providing Access: 3RD ST.  
Width of Property Fronting on Public Street(s): 69.85'

Legal Description (attach legal description stamped by Licensed Surveyor and include legal description for entire area to be subdivided on the preliminary short plat): \_\_\_\_\_

ATTACHED

If you do not hold title to the property, what is your interest in it? \_\_\_\_\_

OWNER

Explain why you feel the proposed project is warranted: \_\_\_\_\_

See Attachment 1

What impact will the proposed subdivision have on adjacent properties? \_\_\_\_\_

See attachment 2

What measures do you propose to mitigate the project's impacts on surrounding land uses? None

**C. PRELIMINARY SHORT PLAT GENERAL INFORMATION**

Number of Lots: 2 Gross Area: 13331.40 sq ft

Average Lot Size: 6665.50 sq ft Net Density\*: \_\_\_\_\_

Smallest Lot Size: 6331.4 sq ft Minimum Frontage: 63.22'

\* Net Density is lots per acre excluding public street area.

Proposed Source of Water: Public System X; Private System \_\_\_\_\_;

Other (Describe) \_\_\_\_\_

Proposed Means of Sewage Disposal: Public System X; Septic Tank and Drainfield \_\_\_\_\_;

Other (Describe) \_\_\_\_\_

Utility Companies Providing Service to This Project:

Electricity: AVISTA Phone: \_\_\_\_\_

Natural Gas: AVISTA Other: \_\_\_\_\_

Do you (or the legal owner) have any plans for future additions, expansions, or other further activity related to this proposal? Yes \_\_\_\_\_; No X; If "Yes", Explain: \_\_\_\_\_

**D. PRELIMINARY SHORT PLAT IMPROVEMENT INFORMATION**

Proposed Street Improvements: N/A

	Area (Sq. Ft.)	Right-of-Way Width (Feet)	Roadway Width (Feet)
Private Driveway	_____	_____	_____
Private Street	_____	_____	_____
Public Street	_____	_____	_____

Describe Type of Surface for Each of the Above: \_\_\_\_\_

Estimated Time Period Expected for Complete Development of the Subdivision: \_\_\_\_\_

Is phasing of the finalization of the short plat proposed? Yes: \_\_\_\_\_; No: X. If "Yes", show phasing on the preliminary short plat map.



E. SURVEYOR VERIFICATION

I, the undersigned, a Licensed Land Surveyor, have completed the information requested. The legal description and preliminary plat have been prepared by me, or under my supervision, in accordance with the requirements of the City of Deer Park Zoning and Subdivision regulations and the laws of the State of Washington.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Registration No.: \_\_\_\_\_

F. APPLICANT/PROPERTY OWNER AUTHORIZATION

I, the undersigned, swear or affirm, under penalty of perjury, that the above responses are made truthfully and to the best of my knowledge. I further swear or affirm that I am the owner of record of the area proposed for the short subdivision identified herein or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Signature: Brenda Robert Date: 5-31-18  
Name (Print): Brenda Roberts  
Address: 222 N. Stevens Deer Park Wa. 99006  
Phone: (509) 821-0211

State of Washington )

SS

County of Spokane )

Signed and sworn or affirmed before me on this 31<sup>st</sup> day of May, 2018, by BRENDA ROBERTS

Notary Seal Jeanne L. Franklin

Notary Public in and for the State of Washington  
Notary Public Residing at: Deer Park  
State of Washington My Appointment Expires: Mar. 14, 2020  
JEANNE L. FRANKLIN  
MY COMMISSION EXPIRES  
MARCH 14, 2020

6-27-18

Roger please allow Teri to  
get any and information that  
she may need along with me, and  
if it can't be reached you can  
call her.

Teri SIMONSON: (509) 413-8516

Thank you  
Brenda Roberts  
(509) 821-0211

**G. VERIFICATION OF PRELIMINARY CONSULTATION**

This section of the application will provide City staff with written verification that the applicant has had preliminary consultation with the agencies identified. Results of the preliminary consultation shall be incorporated into the proposed project before acceptance of the application for processing by the City.

**Water Purveyor:** Satisfactory arrangements for domestic water and fire flow requirements have X have not \_\_\_ been made. Comments and requirements: \_\_\_\_\_

CONNECTION TO MAIN REQUIRED - PRYED WITH FUTURE PERMIT  
Signature and Title: [Signature] Date: 7/9/16

**Fire Department:** Satisfactory arrangements for fire protection and fire flow requirements have \_\_\_ have not \_\_\_ been made. Comments and requirements: \_\_\_\_\_

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Sewer Purveyor:** A preliminary discussion has taken place and general requirements for the provision of public sewer are understood by the applicant. Comments and requirements: CONNECTION TO MAIN REQUIRED BY APPLICANT WITH FUTURE PERMIT.

Signature and Title: [Signature] Date: 7/9/16

**City Engineer:** A preliminary discussion has taken place and general requirements for streets and drainage have been discussed with the applicant. Comments and requirements: \_\_\_\_\_

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Health District:** A preliminary discussion has taken place and general requirements for submittal of this proposal have \_\_\_ have not \_\_\_ been made. Comments and requirements: \_\_\_\_\_

Signature and Title: \_\_\_\_\_ Date: \_\_\_\_\_

- Attachment 1 -

6-27-18

I feel the proposed project is warranted because I bought this property years ago with the intent of splitting lot and selling it some day. Also the additional lot now is becoming more maintenance then I can do as I age.

I feel its also warranted because there is plenty of land for another dwelling and it will bring in a new tax revenue for our fair city, providing housing for in coming new citizens (Growth). Also, I think it will improve the appearance of this portion of Block 21 making it more appealing and complete not divided.

Brenda Roberts

- Attachment 2 -

6-27-18

In closing I would like to  
add I don't believe the division  
of my property would impact any  
of my neighbors in a negative  
manner, for I, because, all  
entrance and exit will be  
solely on and off city street not  
affecting anyone of our property's

Thank you,  
Brenda Robert

