

Memorandum

To: Mayor and City Council
From: Brad Wainwright, Maintenance Superintendent
Date: June 12, 2020,
Re: APPROVAL OF BIDS FOR SURPLUS VEHICLES AND EQUIPMENT

On Tuesday June 9th bids were opened on one vehicle and three pieces of equipment. All the vehicles and equipment were advertised on Craigslist For sealed bids with minimum prices.

One bid came in for the 2008 Chevrolet Malibu for \$4200.00 with a minimum bid of \$3800.00

Five bids came in for the Lincoln welder with bad engine highest bid \$175.55 with a minimum bid of \$20.00.

Two bids came in for the 2010 Takeuchi skid steer highest bid \$23,985.25 with a minimum bid of \$20,000.00

One bid came in for the 1999 John Deere 4400-wheel tractor and attachments for \$16,500.00 with a minimum bid of \$14,000.00

I recommend accepting the highest bids on all the surplus equipment.

We received no bids on the 2010 Chevrolet Tahoe, so I recommend lowering the minimum bid from \$13,000.00 to \$11,000.00 and advertise again with a sealed bid.

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 **38573 through 38604 including EFT Debits in the amount of \$211,764.65.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38573 through 38604 including EFT Debits in the amount of \$211,764.65 this 17th day of June 2020.**

Vouchers 2nd Half May 2020

Fiscal : 2020

Period : 2020 - June 2020 - May

Number	Vendor Name	Account Description	Amount
38573	A1 Tree Service	Mix Park Tree Removal	\$918.85
38574	American Linen	Supplies	\$122.93
		Mat Change Out	\$56.70
		Check Total:	\$179.63
38575	Anatek Labs	Wastewater Testing Anatek	\$290.00
		Water Testing - Anatek	\$125.00
		Check Total:	\$415.00
38576	Autozone	Truck Maintenance	\$5.39
38577	Bavco	Water Repair	\$522.99
38578	Centurylink	Communications	\$1,816.10
38579	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$37,813.23
		Full Service Fuel Surcharge	\$232.10
		Check Total:	\$38,045.33
38580	City Service Valcon, LLC	Airport Resale Fuel	\$18,018.88
38581	Concrete Plus LLC	Sidewalk and Driveway Repair	\$2,445.74
38582	Deer Park Paving	Main Street Repair	\$494.88
38583	Department of Commerce	Drinking Water Reservoir Replacement	\$4,248.30
38584	Department of Ecology	Interest Lagoon St Loan	\$33,224.92
		Lagoon State Loan EL 150052 Principle	\$76,797.83
		Check Total:	\$110,022.75
38585	G S I Auto Glass	Skidster Repair & Maintenance	\$324.30
38586	Inland Feed And Farm	Wastewater Spraying Supplies	\$129.70
		Parks Backpack Sprayer	\$62.69
		Airport Vehicle Fuel	\$355.15
		Check Total:	\$547.54
38587	Jessica Kasinger	Central Services Supplies	\$12.35
		Supplies	\$3.87
		Check Total:	\$16.22
38588	Office Depot	Office Supplies	\$317.87
38589	Oxarc Inc.	Wastewater Supplies	\$1,486.54
		Water Treatment Supplies	\$1,486.55
		Check Total:	\$2,973.09
38590	Palms Tree Service & Landscaping	Park Tree Service	\$1,621.50
38591	Postlewait Code LLC	Spokane CO Bldg/plan Checks	\$6,461.51
38592	Protection Plus LLC	Supplies	\$224.81
38593	Quality Control Services	Wastewater Services	\$605.00

38594	Reliance Janitorial	Cityhall Janitorial Services	\$535.00
38595	Ricoh USA, Inc	Cityhall Copier Contract	\$208.62
		Supplies	\$164.61
		Check Total:	\$373.23
38596	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$232.10
		May 2020 Airport Management Contract	\$9,441.67
		Check Total:	\$9,673.77
38597	Spokane County District Court	Professional Services	\$1,861.50
38598	Spokane County Treasurer/ Prosecutor	City Prosecutor	\$232.74
38599	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$894.07
38600	Spokane Regional Hlth Dis	Permit Fees	\$590.00
38601	SWS Equipment	Supplies	\$465.56
38602	Timothy Verzal	Travel/training	\$79.35
38603	Verizon Wireless	Communications	\$238.03
38604	Waste Management	Parks Waste Service	\$385.85
EFT Debit April 2020 Combined Excise Taxes	State of Washington	Excise Tax Remittance	\$5,303.85
		Fuel Sales Tax	\$906.02
		Check Total:	\$6,209.87
	Grand Total		\$211,764.65

Total Accounts Payable for Checks #38573 Through #EFT Debit April 2020 Combined Excise Taxes

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 **38605 through 38636 in the amount of \$205,885.41.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38605 through 38636 in the amount of \$205,885.41 this 17th day of June 2020.**

A/P Check Register

Fiscal : 2020
 Period : 2020 - June, 2020 - April
 Council Date : 2020 - June - June Second Meeting

Number	Vendor Name	Account Description	Amount
38605	7C's Construction, Inc	Repair & Maintenance	\$12,323.40
38606	American Linen	Central Services Supplies	\$122.93
		R & M All Bldgs	\$56.70
		Check Total:	\$179.63
38607	Avista Utilities	Avista Lower Lvl City Hall	\$21.36
		Professional Services	\$125.92
		Utilities	\$21,226.89
		Check Total:	\$21,374.17
38608	Bobcat of Spokane	Repair & Maintenance	\$2,331.30
38609	Centurylink	Communications	\$1,691.72
38610	City of Deer Park	Professional Services	\$76.43
		Utilities	\$3,109.49
		Check Total:	\$3,185.92
38611	City Service Valcon, LLC	Fuel	\$967.59
38612	Consolidated Electrical Distributors Inc.	Central Services Supplies	\$218.13
38613	Custom Spray Service, Inc	Professional Services	\$3,145.22
38614	Deer Park Ace Hardware	Central Services Supplies	\$45.56
		R & M Office Equipment	\$12.73
		Supplies	\$131.51
		Check Total:	\$189.80
38615	Deer Park Auto Body	Repair & Maintenance	\$1,271.04
38616	Deer Park Chamber of Commerce	Deer Park Chamber Assistance	\$700.00
		Visitor Information & Tourism Promotion	\$250.00
		Check Total:	\$950.00
38617	Deer Park Paving	Repair & Maintenance	\$805.00
38618	Fastenal	Supplies	\$531.73
		Tools & Equipment	\$383.95
		Check Total:	\$915.68
38619	General Fire Aparatus	Supplies	\$212.54
38620	Horizon	Supplies	\$323.92
38621	Inland Feed And Farm	Supplies	\$31.31
38622	Inland Power And Light	Utilities	\$1,567.38
38623	Jub Engineers, Inc.	Airport/cedar RD Engineering	\$32,472.56
		N. Colville Design	\$1,859.56
		Professional Services	\$8,897.41
		Shamrock Glen Construction Observ.	\$557.39
		Spokane CO Bldg/plan Checks	\$3,078.73
		STBG ~ Crawford/Colville Design	\$9,348.06
		Check Total:	\$56,213.71
38624	Lock Master Locksmith Services	R & M All Bldgs	\$159.54
38625	Napa Auto Parts	Central Services Supplies	\$52.21
		Repair & Maintenance	\$264.21
		Supplies	\$401.68
		Tools & Equipment	\$82.92
		Check Total:	\$801.02
38626	Ogden/Murphy/Wallace PLLC	Legal Services Rendered	\$8,563.50

Number	Vendor Name	Account Description	Amount
		Professional Services	\$6,436.50
		Check Total:	\$15,000.00
38627	RL Miller Photography LLC	Professional Services	\$250.00
38628	Smarsh	Communications	\$14,584.60
38629	Spokane County Treasurer	Emerg Prepardness Nims	\$895.71
38630	Spokane County Treasurer	Spokane CO Jail Services	\$1,173.40
38631	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$64,167.00
38632	Spokesman-Review	Ads And Legals	\$202.66
		Advertising	\$316.04
		Check Total:	\$518.70
38633	Tribune	Ads And Legals	\$49.50
38634	Wa State Dept of Licensing	Professional Services	\$50.00
38635	Waste Management	Professional Services	\$79.75
38636	Western States Equipment	Repair & Maintenance	\$149.61
		Supplies	\$109.12
		Check Total:	\$258.73
Grand Total			\$205,885.41
Total Accounts Payable for Checks #38605 Through #38636			

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 13751 through 13782 including PFML and 941 Taxes in the amount of \$110,341.42.

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 13751 through 13782 including PFML and 941 Taxes in the amount of \$110,341.42 17th day of June 2020.

Deer Park Municipal Airport USE AGREEMENT

The City of Deer Park, Washington (hereinafter the "City") and CITY OF SPOKANE POLICE DEPARTMENT, Washington (hereinafter "SPOKANE POLICE DEPARTMENT" or "Lessee"), sometimes hereinafter individually referred to as a "party" or collectively referred to as "parties", effective as of the 1st day of April, 2020 agree as follows:

1. **PREMISES.**

A. Premises. The City shall allow access to SPOKANE POLICE DEPARTMENT the following premises (the "Premises"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **MISCELLANEOUS.**

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

B. **Rules and Regulations.** SPOKANE POLICE DEPARTMENT agrees to comply with all applicable rules, regulations and covenants of the City pertaining to the Premises for the general safety and convenience of the City, SPOKANE POLICE DEPARTMENT, invitees, licensees and the general public, including but not limited to vehicle posted speed, litter enforcement, SPOKANE POLICE

DEPARTMENT signs, excessive noise, annoying lights, irritating odors, or discarding of any type of liquids or solids to either the City's property or adjoining property.

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

18. NOTICES:

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

City of Deer Park	Lessee
E 316 Crawford Ave.	Spokane Police Department
PO Box F	
Deer Park WA 99006	2302 W. Waterworks
(509)276-8802	Spokane WA. 99260
	(509) 742-8110
	Email

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

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

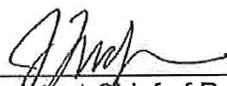
CITY OF DEER PARK

ATTEST:

By: _____
Timothy Verzal, Mayor

By: _____
Deby Cragun, City Clerk/Treasurer

Lessee Spokane Police Department

By:  _____
Assistant Chief of Police

By: _____
City Clerk

Printed Name: JUSTIN LUNDGREN

Printed Name: _____

Memorandum

To: Mayor and City Council

From: Roger Krieger

Date: April 23, 2020

Re: Short Plat request #2019-1

The Planning Commission during their regular meeting on August 5, 2019, 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.

A motion to approve the short plat is required for final action and division of the parcels.

STAFF REPORT

TO: Deer Park Planning Commission PREPARED BY: Roger Krieger
RE: Better Build Cons. Short Plat 2019-1 DATED: July 31, 2019
TYPE: Planning Commission Approval LOCATION: 1809 E. Crawford Avenue

GENERAL INFORMATION

Applicant: Better Built Construction, LLC
PO Box 48096, Spokane, WA 99228

Status of Applicant: Owner

Requested Action/Purpose: Approval of Short Plat 2019-1, a Subdivision of a Spokane County Tax parcel 28012.0068

Size: Lot area 1.43 acres.

Physical Characteristics: Land is generally flat in nature, and has a dwelling currently situated on the N1/2 of the parcel and identified as future Lot 1 of the plat. Access to the proposed parcels will be from the city street system.

Development Characteristics: Replat of the existing and developed commercial diversified lot into three parcels, the smallest two being 16,740 square feet, the largest being 28,772 square feet.

Transportation: Vehicle access to the parcels will be from E. Crawford Avenue through a joint access easement, thirty feet in width as shown on the plat and N. Country Club Drive will provide access to the proposed north lot.

Parking: The parking areas for each parcel will be provided pursuant to the development that occurs on the sites and the requirements for each use per the zoning code. A Trip Generation Analysis was not part of this application request and could be a requirement of future building on the lot.

Existing Zoning: Diversified Commercial (CD).

Surrounding Use/Zoning:

North:	Developed land, - zoned MF.
West:	Developed land, - zoned CD.
South:	Developed land, - zoned CD.
East:	Developed land, - zoned CD.

Comprehensive Plan Designations: Mixed Use – Residential and Commercial

ANALYSIS

Replating of the single lot into three lots is in compliance with the zoning and subdivision ordinance of the City. Parcel size and limitations within the CD zone only relate to building size and off street parking / landscape requirements. Original submittals from the applicant along with review comments and response and/or changes to the plat have been completed. Access for the lots as currently provided and proposed to

be maintained is from E. Crawford Avenue on the South side and for Lot 1 from N. Country Club Drive to the West.

Potential change to traffic movement within the area will be observed as full build out occurs and will be addressed through completion of the State Environmental Policy Act process as it occurs. Each use within the off-street parking ordinance requires different ratios of parking spaces, and can further be designated as joint use facilities in the future.

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 have been received on the proposed subdivision.

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. Better Built Construction LLC Short Subdivision application 2019-1.
2. Short Plat drawing 2019-1.

1 WEBER

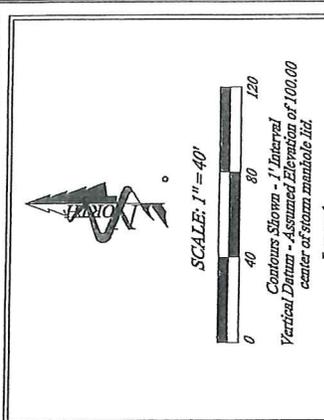
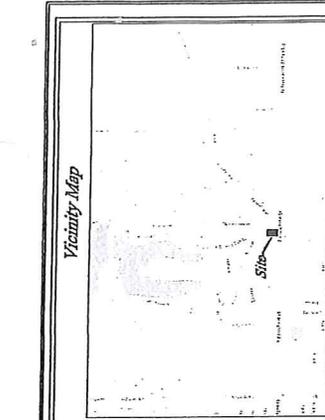
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Measure More Info





- Legend**
- Found within 0.10' of record position, otherwise noted
 - 28012.0068 Current Assessor's Tax Parcel Number
 - 28012.0068 Catch Basin
 - 28012.0068 Cleanout - SA
 - 28012.0068 Drywell
 - 28012.0068 Electric Meter
 - 28012.0068 Electric Junction Box
 - 28012.0068 Fence - Wood
 - 28012.0068 Fence Post - Brick
 - 28012.0068 Fire Hydrant
 - 28012.0068 Plat - Santa's Addition Boundary
 - 28012.0068 Power Line - Overhead
 - 28012.0068 Sanitary Manhole
 - 28012.0068 Storm Manhole
 - 28012.0068 Telephone Closure / TV Box
 - 28012.0068 Water Valve

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 42 EAST W.M., LYING NORTH OF AND ABUTTING THE DEER PARK-MILAN ROAD AND DESCRIBED AS FOLLOWS:

COLLAGENING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1, THENCE N 89°40'00" E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER 1196.99 FEET, THENCE N 89°40'00" W 45.04 FEET TO THE POINT OF BEGINNING CONTAINING N 89°40'00" W 322.64 FEET TO THE SOUTHWEST CORNER OF LOT 6, SANTA'S ADDITION TO DEER PARK, PER PLAT FILED THEREON IN BOOK 17 OF PLATS, PAGE 76, AND ALONG THE SOUTHWEST CORNER OF SAID SECTION 1, THENCE S 89°40'00" E ALONG THE SOUTH LINE OF LOT 6 THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER 301.72 FEET TO THE SOUTHWEST CORNER OF LOT 6, THENCE S 02°20'00" W ALONG THE WEST LINE OF LOT 6, THENCE S 89°40'00" W 1196.99 FEET TO THE NORTH RIGHT OF WAY LINE OF DEER PARK-MILAN ROAD, THENCE N 89°40'00" W ALONG SAID NORTH RIGHT OF WAY 146.64 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN COUNTRY CLUB DRIVE.

SP No. -

Preliminary Short Plat

Better Built Construction LLC

City of Deer Park

DATE 11/28/20

SECTION 1

TOWNSHIP 28 NORTH

RANGE 42 EAST

PAGE 1

OF 1

Preliminary Short Plat

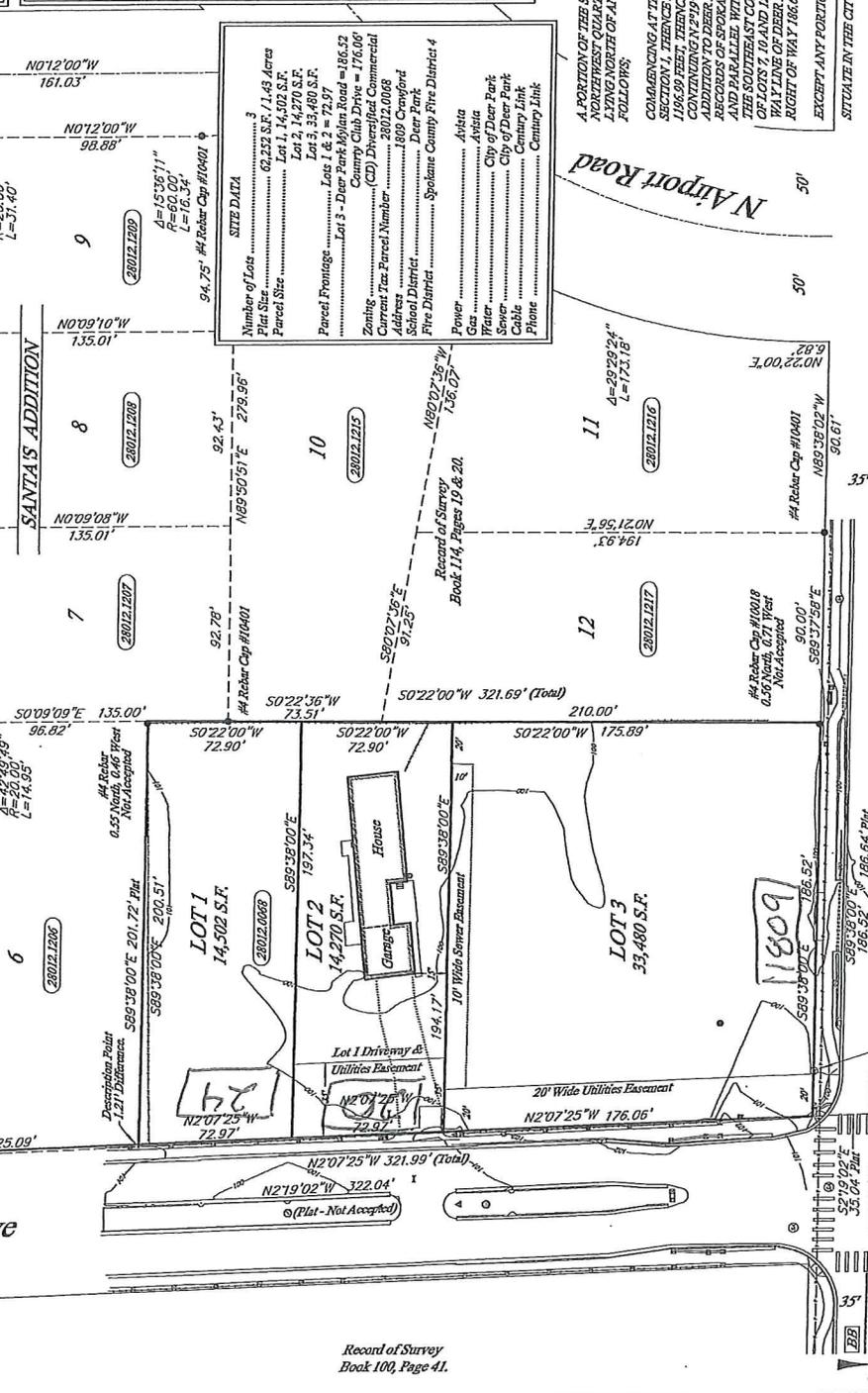
Located in the Southeast Quarter of the Northeast Quarter of Section 1, Township 28 North, Range 42 East W.M., City of Deer Park, Spokane County, Washington.

SP No. -

E Carol Street

Country Club Drive

Deer Park - Milan Road



SP No. -

Preliminary Short Plat

Better Built Construction LLC

City of Deer Park

DATE 11/28/20

SECTION 1

TOWNSHIP 28 NORTH

RANGE 42 EAST

PAGE 1

OF 1

SPONSOR

Don McChire

Better Built Construction LLC

21008 N. Spurred Road

Deer Park, WA 99006

Phone: (509) 844-4413

SURVEYOR

James A. Main

RAMCO-MAINLAND LLC

5409 W. Old Fort Drive

Spokane, WA 99208

Phone: (509) 329-1800

Professional Land Surveying

5409 W. Old Fort Drive

Spokane WA 99208

Phone: (509) 329-1800

James A. Main

PLS 35156

RAMCO-MAINLAND LLC

Professional Land Surveying

5409 W. Old Fort Drive

Spokane WA 99208

Phone: (509) 329-1800

James A. Main

PLS 35156

James A. Main, a registered Land Surveyor in the State of Washington, have prepared this preliminary plat in accordance with the requirements of the City of Deer Park Short Plat Subdivision Plat Ordinance and the laws of Washington State.

[BB] Basis of Bearings

S89°38'00" E along the centerline of Section 1 per plat of SANTA'S ADDITION, Plat Book 17, Page 76.

[BB] Basis of Bearings

S89°38'00" E along the centerline of Section 1 per plat of SANTA'S ADDITION, Plat Book 17, Page 76.

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

**CITY OF DEER PARK
PRELIMINARY SHORT PLAT APPLICATION NO. SP 2019-1**

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 2019-1.

1. Application SP 2019-1 was submitted on June 5, 2019, for subdivision of Tracts of land located in the SW 1/4 of the SE 1/4 of the NW ¼ of Section 1, Township 28N, Range 42E, W.M., City of Deer Park, in Spokane County, Washington, Spokane County Tax parcel 28012.0068.
2. The proposed development is in conformance with the adopted Comprehensive Plan and is identified as Mixed Use Residential and Commercial 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 as the project proposes to divide one undeveloped industrial lot into three lots.
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 CD zoning of the area. Required lot areas are greater than required minimum for the zoning classification.
4. 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
5. 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:

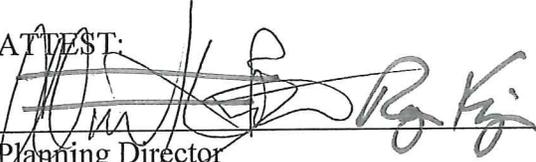
Approval Option

Short Plat Application Number SP 2019-1 is hereby **approved**. This decision is final unless appealed in writing, consistent with adopted appeal procedures.

Adopted this 5th day of August 2019.



Planning Commission Chair Person

ATTEST:


Planning Director

CITY OF DEER PARK
DEER PARK MUNICIPAL CODE CHAPTER 17.24

APPLICATION FOR
PRELIMINARY SHORT SUBDIVISION

Date Received: 6/5/19 File Number: SP 2019-1
Date Accepted: 6/6/19 By: QAK
Total Fees: 425.00 Receipt Number: TR 33037

A. GENERAL INFORMATION

Name of Applicant: Better Built Construction LLC - Dan McGuire
Mailing Address: P.O. Box 48096, Spokane WA 99228
Phone: 509-814-4413 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: Better Built Construction LLC - Wade McGuire
Mailing Address: P.O. Box 48096, Spokane, WA 99228
Phone: 509-435-2281 Fax: _____

Site Area of Proposed Project (Acres or Square Feet): 1.43 Acres
Street Address of Proposed Project: 1809 Crawford, Deer Park, WA
Comprehensive Plan Designation: yes
Existing Zoning: CD
Proposed Zoning: CD
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) _____
List Previous City Actions Involving This Property: Zoning change

B. LEGAL INFORMATION

Location of Proposed Project: 1809 Crawford, Deer Park, WA
Section: 1 Township: 28 Range: 42
Name of Public Street(s) Providing Access: Crawford @ Country Club drive
Width of Property Fronting on Public Street(s): 60'
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? _____

Title is held

Explain why you feel the proposed project is warranted: _____

Large lot / splitting off home / Better use of land

What impact will the proposed subdivision have on adjacent properties? _____

unknown to nothing

What measures do you propose to mitigate the project's impacts on surrounding land uses? _____

No known impact, Already developed around the subject property.

C. PRELIMINARY SHORT PLAT GENERAL INFORMATION

Number of Lots: 3 Gross Area: 62,252 sq. ft.

Average Lot Size: 1/2 acre Net Density*: 2

Smallest Lot Size: 16,740 sq. ft. Minimum Frontage: 97'

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

Proposed Source of Water: Public System ; Private System ;

Other (Describe) _____

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

_____; Other (Describe) _____

Utility Companies Providing Service to This Project:

Electricity: _____ 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 . If "Yes", Explain: _____

D. PRELIMINARY SHORT PLAT IMPROVEMENT INFORMATION

Proposed Street Improvements:

	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: future roads - black top of pavement

Estimated Time Period Expected for Complete Development of the Subdivision: _____

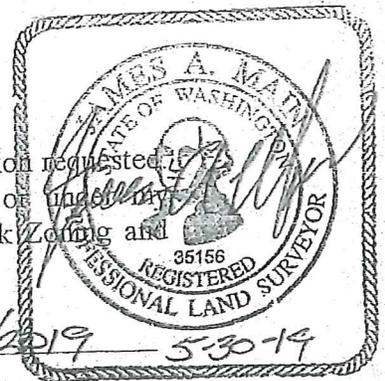
2 months

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

Is dedication of land for public use contemplated (parks, etc.)? Yes: ; No: . If "Yes", describe: _____

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: James A. Main Date: 5/30/2019
Name (Print): James A. Main
Address: 5409 W. Old Fort Drive
Spokane, WA 99208
Phone: 509-329-1800 Registration No.: 35156

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: Mark D McGuire Date: 6-4-2019
Name (Print): Mark D McGuire
Address: PO Box 48096
Spokane WA 99228
Phone: 509 435 2281

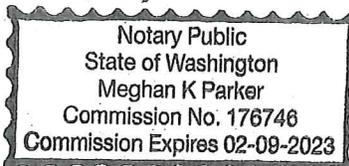
State of Washington)

SS

County of Spokane)

Signed and sworn or affirmed before me on this 4th day of June,
2019, by Mark D McGuire

Notary Seal



Meghan K Parker
Notary Public in and for the State of Washington

Residing at: Stevens Cnty

My Appointment Expires: 02-09-2023