

**CITY COUNCIL MEETING  
TUESDAY, JANUARY 3, 2017  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.  
**REVISED****

1. **INVOCATION**
2. **PLEDGE OF ALLEGIANCE**
3. **CALL TO ORDER**
4. **ROLL CALL**
5. **AGENDA APPROVAL**
6. **CITIZEN COMMENTS**
7. **PRESENTATION**

Eagle Scout Project  
Tyler Wright

8. **MAYOR AND CITY COUNCIL COMMITTEE REPORTS**
  - Finance Committee
  - Mayor Peterson's 2017 Priorities

9. **CITY ADMINISTRATOR REPORT**

10. **ACTION ITEMS**

- A. **Consent Agenda**

- i. Approve December 18, and December 20, 2016 City Council Minutes
- ii. Approve December 31 2016 vouchers in the amount of \$572,135.43

- B. **General Business**

- i. Grant utility easement to Central Valley School District
- ii. Approve the Electric Vehicle Supply Equipment Site Agreement with Avista, and authorize Mayor Peterson to enter into the Agreement
- iii. Confirm Mayor Peterson's appointment of Mindy Howe to the Liberty Lake Municipal Library Board of Trustees
- iv. Approve the quotation Q-54039-2 with TASER International for the five-year contract term as outlined in the quote
- v. Appoint City Council Standing Committee Members and Alternates

**11. RESOLUTION**

Resolution No. 17-223 – Establishing the Liberty Lake City Council's Priorities for the Year 2017

**12. INTRODUCTION OF UPCOMING AGENDA ITEMS**

**13. CITIZEN COMMENTS**

**14. ADJOURNMENT**

**City Council  
Subcommittee  
Agendas**

***Finance Committee Meeting***  
***Agenda – City Hall Conference Room***

January 3, 2017  
6:00 PM to 7:00 PM

- I. 2017 Budget
  - a. Updated and online
- II. 2014-2015 Audit Report
  - a. Link on our website
- III. 2016 Financial Report
  - a. December Preliminary Dashboard
  - b. Accounts Payable for 2016 open until mid January
  - c. LIFT Match for 2016
- IV. Voucher Review

# **ACTION ITEMS**

City of Liberty Lake

Consent Agenda for January 3, 2017  
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through December 31, 2016

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
<b>See attached voucher report.</b>		
Total vouchers through December 31, 2016		\$ 69,111.15
27-Dec-16 Spokane County Auditor	Check No. 23598	\$ 503,024.28
	<b>TOTAL</b>	<u><u>\$572,135.43</u></u>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

12/01/2016 To: 12/31/2016

Time: 08:11:31 Date: 12/28/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4850	12/27/2016	Claims	1	23598	SPOKANE COUNTY AUDITOR	503,024.28	DEPOSIT TO LIFT FUND
		001 General Fund				368,024.28	
		320 Harvard Road Mitigation Fund				75,000.00	
		410 Stormwater Utility Fund				30,000.00	
		411 Aquifer Protection Fund				30,000.00	
						<u>503,024.28</u>	Claims: 503,024.28

"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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

  
\_\_\_\_\_  
City Clerk

12.29.16  
\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

12/27/2016  
Manual Check  
Requested by Finance Director  
Ann Marie Gale - City Treasurer

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

12/31/2016 To: 12/31/2016

Time: 13:16:17 Date: 12/28/2016

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4876	12/31/2016	Claims	1	23599	KATRINA ALLEN	278.92	MILEAGE NOV-DEC, AIRFARE PORT OF SEATAC MTG
4877	12/31/2016	Claims	1	23600	AMERICAN PUBLIC WORKS ASSOCIATION	215.00	STAPLES, ANDREW MEMBERSHIP RENEWAL
4878	12/31/2016	Claims	1	23601	AWARDS ETC	130.80	MAYORS RECOGNITION AWARDS LINDA DOCKREY,ANN MARIE GALE
4879	12/31/2016	Claims	1	23602	BEST BUY BUSINESS ADVANTAGE ACCOUNT	489.14	SAMSUNG TV-USED \$500 KIWANIS DONATION
4880	12/31/2016	Claims	1	23603	CENTER POINT LARGE PRINT	109.19	BOOKS
4881	12/31/2016	Claims	1	23604	CREACH GREENHOUSE INC	11.70	XMAS DECOR
4882	12/31/2016	Claims	1	23605	DIRECTV	164.97	SATELLITE TV
4883	12/31/2016	Claims	1	23606	FASTENAL COMPANY	30.35	MATERIALS
4884	12/31/2016	Claims	1	23607	FREE PRESS PUBLISHING INC	123.95	LEGAL ADS; LEGAL ADS
4885	12/31/2016	Claims	1	23608	GALLS LLC	146.73	ALUMINUM RECHARGEABLE DUTY LIGHT NICD BATTERY
4886	12/31/2016	Claims	1	23609	INDUSTRIAL COMMERCIAL SERVICE	945.69	LLML REPLACE/PROGRAM NEW THERMOSTATS
4887	12/31/2016	Claims	1	23610	INGRAM LIBRARY SERVICES	492.57	BOOKS
4888	12/31/2016	Claims	1	23611	INSIGHT DISTRIBUTING INC	365.14	MATERIALS
4889	12/31/2016	Claims	1	23612	INTERNATIONAL CODE COUNCIL INC	190.00	HAMMOND, TORRES MEMBERSHIP
4890	12/31/2016	Claims	1	23613	CHRISTOPHER L JOHNSTON	1,064.70	BANDON DUNES OR WORKSHOP
4891	12/31/2016	Claims	1	23614	LIBERTY LAKE SEWER AND WATER DISTRICT	1,761.91	UTILITIES
4892	12/31/2016	Claims	1	23615	MODERN MARKETING INC	272.94	SHIELD SHAPE STICKER
4893	12/31/2016	Claims	1	23616	NEWEGG BUSINESS INC	1,770.59	MATERIALS
4894	12/31/2016	Claims	1	23617	NORTH 40 OUTFITTERS	106.46	MATERIALS
4895	12/31/2016	Claims	1	23618	O'REILLY AUTO PARTS	112.44	WIPER BLADES
4896	12/31/2016	Claims	1	23619	PEPLINSKI EXCAVATION INC	5,545.87	SERVICES
4897	12/31/2016	Claims	1	23620	JOAN PETERS	592.00	REC CLASSES 11/29-12/26/16
4898	12/31/2016	Claims	1	23621	TED PULVER	300.00	JAMES HIGLEY PRE TEST/TEST/SCORE
4899	12/31/2016	Claims	1	23622	PURCHASE POWER	685.84	SERVICES
4900	12/31/2016	Claims	1	23623	SHARP LINE INDUSTRIES	43.04	WAY FINDING SIGNAGE MADSON/APPLEWAY
4901	12/31/2016	Claims	1	23624	PAULINE SNYDER	35.89	SATURDAY KNITTING GRP YARN
4902	12/31/2016	Claims	1	23625	LOUIS C SOWERS	450.00	JAMES HIGLEY PRE EMPLOYMENT PSYCHOLOGICAL EVAL
4903	12/31/2016	Claims	1	23626	SPOKANE COUNTY DIST CT	2,522.28	COURT FEES NOV
4904	12/31/2016	Claims	1	23627	SPOKANE SPORTS COMMISSION	10,000.00	2016 LODGING TAX GRANT REIMBURSEMENT
4905	12/31/2016	Claims	1	23628	STATE AUDITORS OFFICE	931.00	2014-2015 ACCOUNTABILITY/FINANCI AL AUDIT
4906	12/31/2016	Claims	1	23629	STONECREEK LAND DESIGN & DEVELOPMENT	38,170.14	SERVICES
4907	12/31/2016	Claims	1	23630	TEI LANDMARK AUDIO	19.50	SHIPPING AND HANDLING

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 13:16:17 Date: 12/28/2016

MCAG #: 2757

12/31/2016 To: 12/31/2016

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
4908	12/31/2016	Claims	1	23631	TIRE-RAMA	75.98	LOF
4909	12/31/2016	Claims	1	23632	WASHINGTON AUTO COLLISION INC	956.42	REPAIR '16 EXPLORER DAMAGED BY GATE
						13,159.70	
						44,083.01	
						10,000.00	
						122.01	
						246.84	
						1,499.59	
						<u>69,111.15</u>	Claims: 69,111.15

"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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

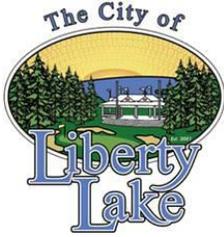
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**AGENDA ITEM NO.:** 10Bi

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Central Valley School District  
Utility Easement

**FOR THE AGENDA OF:** January 3, 2017

**DEPT. HEAD APPROVAL:**

**DEPT. OF ORIGIN:** Public Works

**EXHIBIT:** Signed Utility Easement for Central Valley School District on City Park Property

<b><u>EXPENDITURE REQUIRED:</u></b>	None
<b><u>BUDGETED:</u></b>	None

**SUMMARY STATEMENT**

Central Valley School District (CVSD) requires a utility easement for the new elementary school located on Country Vista Drive. The easement exhibit attached grants a utility easement to CVSD from the City of Liberty Lake. The easement does not expire and is not anticipated to have any negative impact on the City's ability to use City property.

**RECOMMENDED ACTION**

1. Grant the utility easement to CVSD

After Recording Return Address:

Attn: Sean Boutz

Evans, Craven & Lackie, PS

818 Riverside Ave Ste 250

Spokane, WA 99372

### UTILITY EASEMENT

GRANTOR: CITY OF LIBERTY LAKE, a Washington state municipal corporation

GRANTEE: CENTRAL VALLEY SCHOOL DISTRICT NO. 356, a Washington state  
municipal corporation

LEGAL  
DESCRIPTION  
OF GRANTOR'S  
PROPERTY  
(BURDENED  
PROPERTY):

Complete legal description on Exhibit A, Assessor's Parcel No. 55142.9066

LEGAL  
DESCRIPTION  
OF UTILITY  
EASEMENT:

Complete legal description on Exhibit B

LEGAL  
DESCRIPTION  
OF GRANTEE'S  
PROPERTY  
(BENEFITED  
PROPERTY):

Complete legal description on Exhibit C, Assessor's Parcel No. 55142.9065

This Utility Easement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2016 by CITY OF LIBERTY LAKE, a Washington state municipal corporation, "Grantor", and CENTRAL VALLEY SCHOOL DISTRICT NO. 356, a Washington state municipal corporation, "Grantee", hereinafter jointly referred to as "parties".

WHEREAS, the Grantor is the owner of the real property described on Exhibit A attached hereto;

WHEREAS, the Grantee is the owner of real property described on Exhibit C attached hereto; and

WHEREAS, the Grantee has requested that Grantor grant a utility easement to Grantee.

NOW THEREFORE, the parties agree as follows:

1. The Grantor, for and in consideration of the recitals, mutual benefits, the covenants and terms herein, and other good and valuable consideration, hereby conveys and grants to the Grantee, a perpetual easement for utility purposes on, over under, through, across, and upon the real property described in Exhibit A, and generally described in Exhibit B, both exhibits attached hereto and made a part hereof.
2. The Grantee shall have the right, at its cost and expense, to enter the easement area for the purpose of installation, maintenance, repair, removal and replacement of utilities as Grantee deems necessary.
3. The covenants, terms, conditions and provisions herein shall extend to and be binding upon the successors and assigns of the parties hereto.
4. Each individual executing this instrument represents and warrants that they are duly authorized to execute and deliver this instrument on behalf of said party and that this instrument is binding upon said party in accordance with its terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

CITY OF LIBERTY LAKE

By: \_\_\_\_\_  
Steve Peterson, Mayor

GRANTEEE:

CENTRAL VALLEY SCHOOL DISTRICT NO. 356

By: \_\_\_\_\_  
Ben Small, Superintendent

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LIBERTY LAKE

\_\_\_\_\_

\_\_\_\_\_ (Print name)

\_\_\_\_\_ (Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Print name \_\_\_\_\_  
Notary Public in and for the state of Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

CENTRAL VALLEY SCHOOL DISTRICT NO. 356

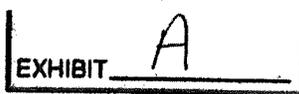
\_\_\_\_\_

\_\_\_\_\_ (Print name)

\_\_\_\_\_ (Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Print name \_\_\_\_\_  
Notary Public in and for the state of Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**REVISED DESCRIPTION FOR  
PARCEL B  
AFTER BOUNDARY LINE ADJUSTMENT**

Description of a parcel of land being a portion of the Northwest Quarter of Section 14, Township 25 North, Range 45 East, W.M., City of Liberty Lake, Spokane County, Washington, more particularly described as follows:

All of Lot 2 per Boundary Line Adjustment recorded under Auditor's File No. 6163709, in Spokane County;

**EXCEPT** that portion of Lot 2 of said Boundary Line Adjustment described as follows:

**BEGINNING** at the Southwest corner of said Lot 2;

Thence North  $87^{\circ}42'37''$  East along the South line of said Lot 2, a distance of 1099.28 feet;

Thence continuing North  $87^{\circ}42'37''$  East along the South line of said Lot 2, a distance of 9.97 feet to the Southeast corner of said Lot 2;

Thence North  $05^{\circ}28'55''$  West along the East line of said Lot 2, a distance of 668.54 feet;

Thence South  $87^{\circ}42'37''$  West along a line that is parallel with and 667.50 feet North of the South line of said Lot 2, a distance of 468.89 feet;

Thence southerly along a 270.00 foot radius curve to the left, through a central angle of  $01^{\circ}47'22''$  with a radial line in of South  $88^{\circ}09'09''$  East and a radial line out of North  $89^{\circ}56'25''$  West (the chord of which bears South  $00^{\circ}57'16''$  West a distance of 8.43 feet) for an arc length of 8.43 feet;

Thence South  $00^{\circ}03'35''$  West, a distance of 51.62 feet to a point on a line that is parallel with and 607.50 feet North of the South line of said Lot 2;

Thence South  $87^{\circ}42'37''$  West along said line a distance of 86.17 feet;

Thence South  $00^{\circ}00'26''$  West a distance of 606.99 feet to a point that is 1.00 feet North of said South line of said Lot 2;

Thence South  $87^{\circ}42'37''$  West along a line that is 1.00 foot North of and parallel with the South line of said Lot 2, a distance of 490.00 feet to a point on the West line of said Lot 2;

Thence South 00°00'26" West along the West line of said Lot 2, a distance of 1.00 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: approximate area of 13.00 acres or 566,057.8 square feet, more or less.

Revised on November 6, 2015

Prepared for and on behalf of Taylor Engineering Inc.

Prepared by David M. Seese, PLS

Project Number: 15022 LIBERTY LAKE ELEM BLA

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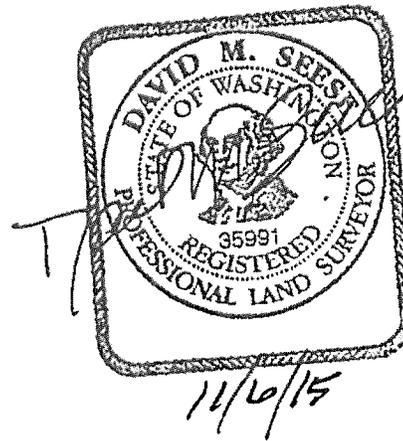
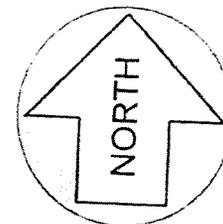
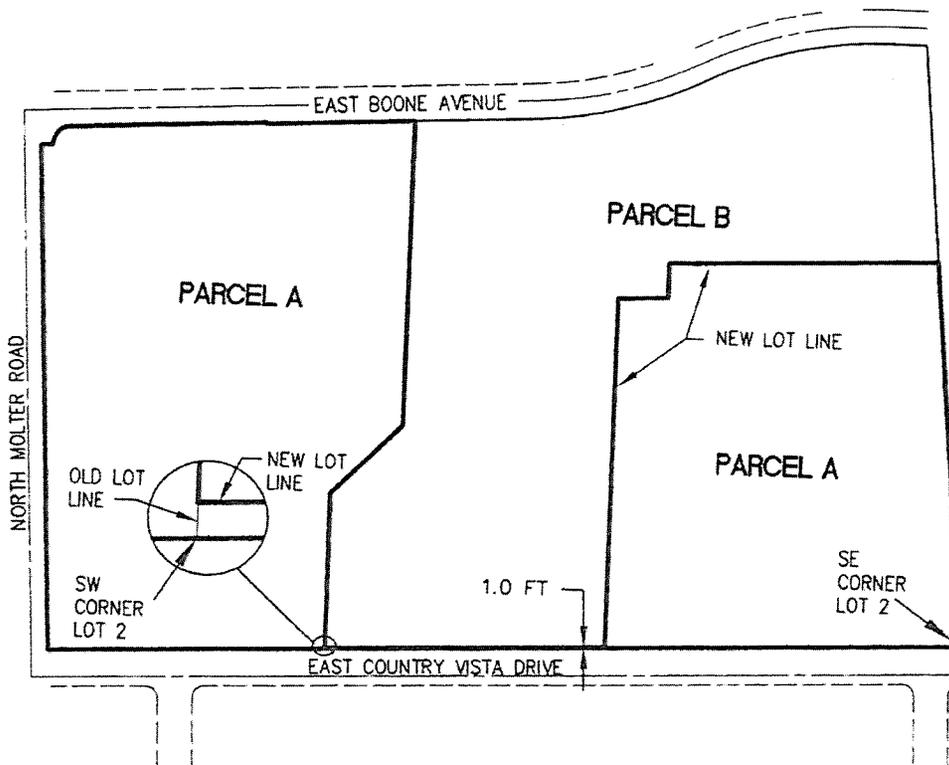


EXHIBIT FOR  
LIBERTY LAKE ELEMENTARY  
SCHOOL



SCALE  
1"=300'



THIS MAP IS FOR EXHIBIT PURPOSES ONLY AND  
DOES NOT CONSTITUTE A PROPERTY BOUNDARY  
SURVEY

# Exhibit B

## DESCRIPTION FOR UTILITY EASEMENT

A 30.00 foot wide easement for underground utilities, being a portion of the Northwest Quarter of Section 14, Township 25 North, Range 45 East, W.M., the east line of said easement being coincident with the following described line:

**BEGINNING AT** the Northeast corner of Parcel B per Boundary Line Adjustment recorded under Auditor's File No. 6451719;

Thence South along the East line of said Parcel B to the Northeast corner of Parcel A of said Boundary Line Adjustment, being the **TERMINUS** of said line;

Situate in the City of Liberty Lake, County of Spokane, State of Washington.

Said easement containing an approximate area of 11,196.5 square feet, more or less.

REVISED on October 6, 2016  
Prepared for and on behalf of Parametrix Inc.  
Prepared by David M. Seese, PLS  
Project Number: 377-7634-001

U:\Spok\TE\survey (L drive)\15022 LIBERTY LAKE ES\DOCS\15022 DESCRIPTION OF UTIL ESMT.docx

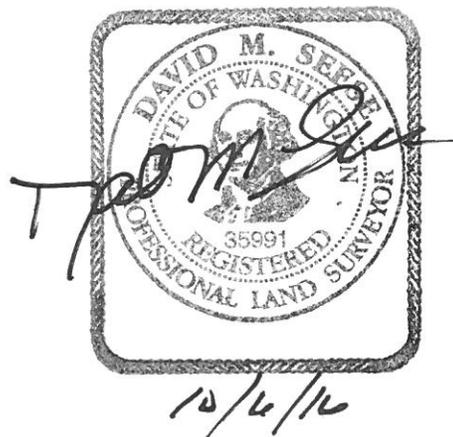
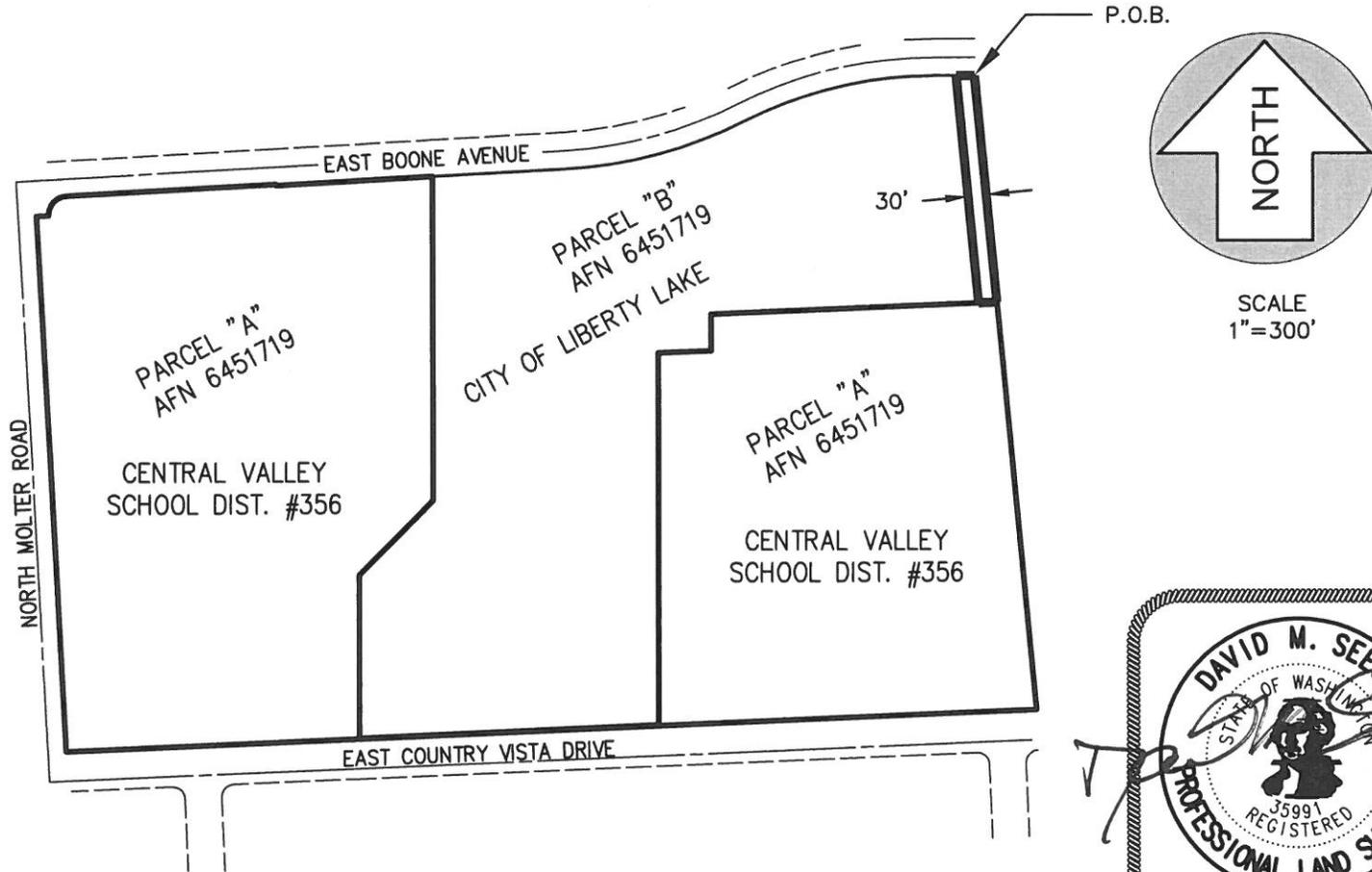
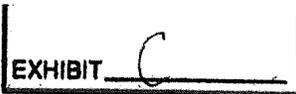


EXHIBIT FOR  
UTILITY EASEMENT



THIS MAP IS FOR EXHIBIT PURPOSES ONLY AND  
DOES NOT CONSTITUTE A PROPERTY BOUNDARY  
SURVEY





**REVISED DESCRIPTION FOR  
PARCEL A  
AFTER BOUNDARY LINE ADJUSTMENT**

Description of a parcel of land being a portion of the Northwest Quarter of Section 14, Township 25 North, Range 45 East, W.M., City of Liberty Lake, Spokane County, Washington, more particularly described as follows:

All of Lot 1 per Boundary Line Adjustment recorded under Auditor's File No. 6163709, in Spokane County, together with that portion of Lot 2 of said Boundary Line Adjustment described as follows:

**BEGINNING** at the Southwest corner of said Lot 2;

Thence North  $87^{\circ}42'37''$  East along the South line of said Lot 2, a distance of 1099.28 feet;

Thence continuing North  $87^{\circ}42'37''$  East along the South line of said Lot 2, a distance of 9.97 feet to the Southeast corner of said Lot 2;

Thence North  $05^{\circ}28'55''$  West along the East line of said Lot 2, a distance of 668.54 feet;

Thence South  $87^{\circ}42'37''$  West along a line that is parallel with and 667.50 feet North of the South line of said Lot 2, a distance of 468.89 feet;

Thence southerly along a 270.00 foot radius curve to the left, through a central angle of  $01^{\circ}47'22''$  with a radial line in of South  $88^{\circ}09'09''$  East and a radial line out of North  $89^{\circ}56'25''$  West (the chord of which bears South  $00^{\circ}57'16''$  West a distance of 8.43 feet) for an arc length of 8.43 feet;

Thence South  $00^{\circ}03'35''$  West, a distance of 51.62 feet to a point on a line that is parallel with and 607.50 feet North of the South line of said Lot 2;

Thence South  $87^{\circ}42'37''$  West along said line a distance of 86.17 feet;

Thence South  $00^{\circ}00'26''$  West a distance of 606.99 feet to a point that is 1.00 feet North of said South line of said Lot 2;

Thence South  $87^{\circ}42'37''$  West along a line that is 1.00 foot North of and parallel with the South line of said Lot 2, a distance of 490.00 feet to a point on the West line of said Lot 2;

Thence South 00°00'26" West along the West line of said Lot 2, a distance of 1.00 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: approximate area of 21.02 acres or 915,544.9 square feet, more or less.

Revised on November 4, 2015

Prepared for and on behalf of Taylor Engineering Inc.

Prepared by David M. Seese, PLS

Project Number: 15022 LIBERTY LAKE ELEM BLA

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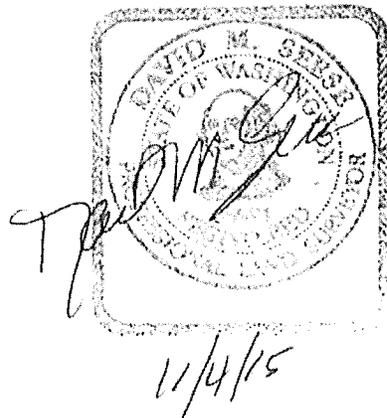
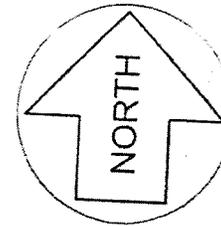
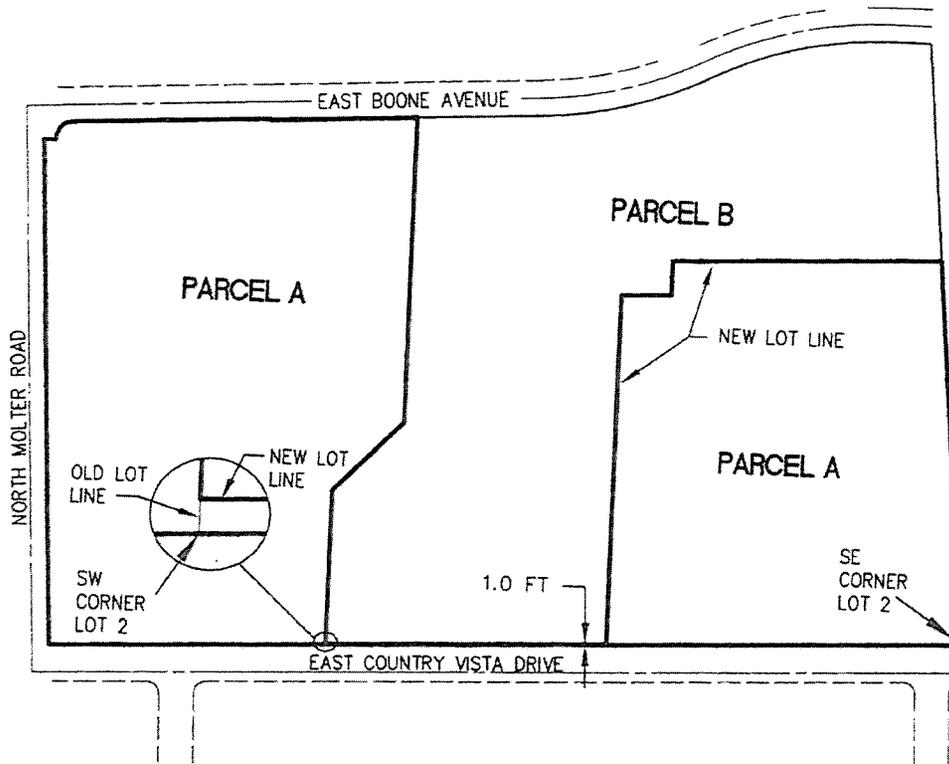
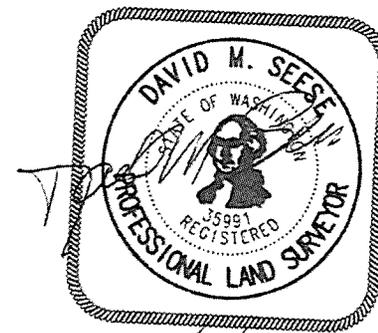


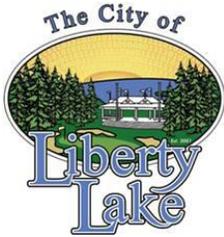
EXHIBIT FOR  
LIBERTY LAKE ELEMENTARY  
SCHOOL



SCALE  
1"=300'



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SURVEY



**AGENDA ITEM NO.: 10Bii**  
**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Charging Station Agreement with Avista      **FOR THE AGENDA OF:** January 3, 2017

**DEPT. HEAD APPROVAL:**      **DEPT. OF ORIGIN:** Public Works

**EXHIBIT:** EVSE Agreement and Exhibit A, Install Estimate

<b><u>EXPENDITURE REQUIRED:</u></b> Yes
<b><u>BUDGETED:</u></b> Yes

**SUMMARY STATEMENT**

Avista has proposed a partnership with the City of Liberty Lake to install a vehicle charging station at the parking area of Town Square along Meadowwood Lane. Avista will maintain the charging station itself and the City is responsible for the grounds surrounding the charger since it is in our park. The install cost is a partnership between Avista and the City. The City's contribution towards the install is \$1,730. The total install cost is approximately \$4,940.00. The City is being reimbursed, so we will incur the total cost of the install prior to being reimbursed. The charger is a two port, level two unit.

The City will have Avista set up the charger so the City is reimbursed for the power consumed by the charging station. The cost for the charging station power is passed on the person charging their car.

**RECOMMENDED ACTION**

1. Authorize the Mayor to execute the agreement for the charging station and contribute funds towards the installation in the amount of \$4,941, recognizing that Avista will reimburse the City \$3,212 bringing the City's net contribution to \$1,729.

**ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT  
[SITES OTHER THAN SINGLE-FAMILY RESIDENTIAL]**

**Avista Contract R-41282**

**This Electric Vehicle Supply Equipment Site Agreement** (“Agreement”) is entered into this \_\_\_\_\_ day of December, 2016 (“Effective Date”) between Avista Corporation, and the City of Liberty Lake, Washington, a municipal corporation (hereinafter referred to as “Host”), sometimes, individually a “Party” and collectively, the “Parties”).

WHEREAS, Avista is involved in a pilot program to offer its customers installation and maintenance of Electric Vehicle Supply Equipment (“EVSE”) locations in designated locations throughout Avista’s regulated service territory (“Program”); and

WHEREAS, Avista and Host agree to work together to establish EVSE locations on Host’s property described in Exhibit A to this Agreement, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, Avista and Host agree as follows:

**SECTION 1. DEFINITIONS**

- 1.1 “Electric Vehicle” means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways.
- 1.2 “Electric Vehicle Supply Equipment” means the installed device used to deliver electricity from the Premises Wiring to the electric vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include Premises Wiring.
- 1.3 “Premises Wiring” means a dedicated 208/240VAC, 40 ampere or lower circuit that supplies electricity directly to the installed Electric Vehicle Supply Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. The Host retains ownership and is wholly responsible for the Premises Wiring, including that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, and local municipal codes.

**SECTION 2. EVSE INSTALLATION, MAINTENANCE AND TITLE**

- 2.1 Avista, through its network of authorized third party independent contractors and at its expense, shall provide, install, maintain, repair or replace (collectively the “Work”) the EVSE on property owned by Host (the “Site”) depicted on the attached ‘Exhibit A’ incorporated by this reference into this Agreement. The EVSE shall include a vehicle charging station and associated cords, electrical lines, wires, conduit, cables and equipment. Avista shall provide electric utility services to Host, and Host shall pay for such service consistent with the applicable electric utility tariff in force and effect. Avista, in Avista’s sole discretion, shall have the right to repair, modify or replace the EVSE at any time during the Term of this Agreement.
- 2.2 Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE shall remain with Avista. Host shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Host, and any sale of the Site by Host shall not include the EVSE.
- 2.3 Host may utilize EVSE’s solely for its own purposes, or may offer the EVSE to the general public. In the event Host offers the EVSE to the general public, Section 11.1 will apply.
- 2.4 Avista shall supply cellular service for the operation of the EVSE under this Agreement at no additional charge to Host.

### **SECTION 3. HOST'S EVSE OBLIGATIONS**

Throughout the Term of this Agreement:

- 3.1 Host shall grant to Avista such access to the Site and sufficient space for locating the EVSE at the Site as may be deemed necessary or desirable by Avista for the Work. In the event Host desires to offer the EVSE to the general public, Host must ensure that the Site is zoned to allow the EVSE's availability to the general public. If the Work requires any improvements to the Site that exceed Avista's pre-determined maximum Site costs, Avista will notify Host prior to performing such improvements and Host will have the discretion whether to proceed. Host shall be responsible for such improvement at Host's sole expenses.
- 3.2 Until the EVSE (in Avista's sole discretion) is deemed non-functional, Host hereby consents to and shall permit both Avista and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and third parties all data from the EVSE with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and EVSE. Avista shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Data. In the event the EVSE fails to operate or otherwise requires repair, Host shall promptly notify Avista.
- 3.3 Host must notify Avista of any changes to user fees or access restrictions to the EVSE.
- 3.4 Host, Avista and its authorized EVSE manufacturer, vendors, and subcontractors shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the Work and operation of the EVSE, including environmental requirements associated therewith.
- 3.5 With respect to any marketing efforts including logos, stickers, decals or signage made a part of the EVSE Host agrees to submit any such marketing effort and required signage for review and approval by Avista.
- 3.6 Host shall maintain the area surrounding the EVSE and will promptly notify Avista of any problems related to the EVSE that Host becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, snow removal services and the repair or replacement of security lighting. For avoidance of doubt, Host is not responsible for the ongoing maintenance of the EVSE, itself.
- 3.7 Host agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.8 Host agrees to participate in surveys and provide feedback about the Program as well as cooperate with Avista in fulfilling Avista's reporting requirements to any federal, state or local regulatory or governing entities. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Avista's expense. If Host or Avista fails to meet any of its obligations under this Agreement, Avista may remove the EVSE.

### **SECTION 4. TERM**

- 4.1 This Agreement shall be effective as of the date of execution by both Parties. The term shall commence on the date the state and local inspectors deem the installation of the EVSE and Premises Wiring satisfactory and in accordance with all codes. The Agreement shall continue for ten (10) years (the "Term") unless sooner terminated or extended by written agreement between the Parties.
- 4.2 At the end of the Term Avista will work with the Host on: (i) potentially replacing or upgrading the EVSE and signing a new EVSE Site Agreement, (ii) removing the EVSE, or (iii) allowing the Host the right to purchase the EVSE from Avista.

### **SECTION 5. TERMINATION**

- 5.1 If Host requests termination of the Agreement prior to the expiration of the Term for convenience, then following notification from Host to Avista advising Avista of Host's intent to terminate, Avista or an Avista third party independent contractor shall remove and take possession of the EVSE within sixty (60) days of Host's notification at no cost to Host, and this Agreement shall be terminated upon such removal. Avista or its authorized third party independent contractor's removal and possession of the EVSE shall not include any removal or possession of Premises Wiring. All such ancillary hardware will be disconnected by Avista or its authorized third party independent contractor and left in place at the Site.

- 5.2 If, due to a physical relocation of the Site within Avista's regulated service territory, Host requests to relocate the EVSE (but not to terminate the Agreement before the end of the Term), then following at least a sixty (60) days' notification from Host to Avista advising Avista of Host's relocation request, Host shall thereafter exclusively utilize Avista's third party independent contractor to install an EVSE at the new location at Host's sole expense. Any removal and/or relocation of the EVSE at the original site shall be determined solely by Avista, utilizing Avista's third party independent contractor. In both cases, this Agreement shall remain in effect for the remainder of the Term. Host acknowledges that failure to utilize Avista's third party independent contractor for EVSE installations or relocations under this Section 5.2 may result in voiding any EVSE warranty and/or maintenance support that may transfer to Host at the end of the Term.
- 5.3 Avista, in its sole discretion, may terminate the Agreement prior to the end of the Term, in which case Avista will provide Host with sixty (60) days' prior written notice and the option to (i) purchase the EVSE pursuant to Section 6 below, or (ii) have the EVSE removed at no cost to the Host within sixty (60) days of termination.

#### **SECTION 6. TAXES ON SALE OF EVSE**

If Avista opts to sell the EVSE to Host at the then current EVSE fair market value and Host agrees to purchase the EVSE, then Avista will deliver to Host a Bill of Sale for the current EVSE fair market value. Host further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSE from Avista to Host, that: (i) Host shall be responsible for and shall pay transfer taxes related to the fair market value of the EVSE as stated on the Bill of Sale; (ii) Avista may thereafter invoice and collect sales tax from Host on the fair market value of the sale; and (iii) Host agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

#### **SECTION 7. TITLE TO EQUIPMENT AND DATA**

At all times under this Agreement, Avista shall own and maintain title to the EVSE. The Host shall not make any alterations, changes or modifications to the EVSE without first securing prior written permission from Avista and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE shall also immediately vest in Avista. Avista shall therefore have the right to use, copy, distribute and create derivative works from such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle support equipment and for any other Avista business purpose. To the extent applicable, Avista shall indemnify and hold harmless the Host from any and all claims whatsoever for the use and distribution of said Data.

#### **SECTION 8. INSURANCE COVERAGE.**

- 8.1 Host and Avista shall provide and maintain in full force and effect at no additional cost to either Party for the duration of the Agreement: i) Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; and ii) Workers' compensation insurance as specified by state law in each state where the EVSE is located.
- 8.2 All such coverages shall be primary. The Parties agree that they shall add the other Party, their officers, employees, agents, volunteers, and shareholders and all of Avista's parent, subsidiary, and affiliate companies to the other Party's liability insurance policies as additional insureds. The Parties shall require their insurance carriers or agents to certify that this requirement has been satisfied on all Insurance Certificates issued under this Agreement.
- 8.3 The Parties waive and shall require their insurers providing the coverages specified above (excluding professional liability coverage, if required) to waive all rights of recovery against the other Party, their officers, employees, agents, and shareholders and all parent, subsidiary, and affiliate companies. Parties shall require their insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Agreement.

8.4 Before any Work is initiated under this Agreement, the Parties shall provide written proof of compliance with the above insurance requirements and a copy of certificate of insurance completed by their insurance carrier or agent certifying that minimum insurance coverages, as required above, are in effect and that the coverage will not be canceled or changed until thirty (30) days after written notice is given by either Party, provided however that the above can be met through a combination of insurance policies and self-insurance. The Parties shall maintain, update, and renew the Certificate for the duration of the Agreement. In the event an acceptable Certificate of Insurance becomes outdated, the Parties may elect to suspend Work or take other appropriate action until an acceptable and properly dated Certificate is received by the other Party.

## **SECTION 9. INDEMNIFICATION**

9.1 To the maximum extent permitted by applicable law, Host or Avista shall indemnify and defend the other Party, including the Host and Avista's officers, employees, agents, and Avista's parent, subsidiary and affiliate companies from and against all repairs, liability, loss, costs, claims, damages, expenses, judgments and awards, whether or not covered by the other Party's insurance, arising or claimed to have arisen wholly or in part from either Avista or the Host or their respective agents' acts or omissions or negligence at or arising from the Site which resulted in:

- Injury to (including mental or emotional) or death of any person, including employees of Host or Avista (including Avista's parent, subsidiary and affiliate companies) and including any Host or Avista agents or authorized, independent contractors; provided any indemnification obligations under this Section shall include assuming liability for actions brought by Avista or the Host's employees and the employees of Avista or the Host's agents, representatives, contractors, and subcontractors, as applicable, even though the Parties may be immune under Title 51 RCW from direct suit brought by such employees. It is expressly agreed and understood that this assumption of liability for actions brought by the aforementioned employees is limited solely to claims against Avista or the Host, as applicable, arising by virtue of the respective Party's exercise of the rights set forth in this Agreement;
- Damage to or destruction of any property (real, personal, tangible or intangible) including without limitation real or personal property of any third party, the EVSE and any associated EVSE hardware (including but not limited to any cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE), property of the Host or Avista (including Avista's parent, subsidiary and affiliate companies), the Host's or Avista's employees and the Host's or Avista's authorized, independent contractors; or
- Any allegation or violation of any third party intellectual property right, including but not limited to violations of patents, copyrights, trademarks or trade secrets; or
- Any violation of applicable federal, state and local laws (and the rules and regulations of any lawful regulatory body acting thereunder in connection with the Work).

9.2 Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement.

## **SECTION 10. WARRANTY**

10.1 AVISTA WARRANTS THAT EVSE WORK PERFORMED BY AVISTA'S NETWORK OF AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTORS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THE AGREEMENT. IN THE EVENT THAT ANY EVSE WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, AVISTA SHALL REPAIR OR REPLACE SUCH DEFECTIVE EVSE OR WORK. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS HOST'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY FOR ANY FAILURE OF AVISTA TO COMPLY WITH AVISTA'S WARRANTY OBLIGATIONS, AND AVISTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE AVISTA'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO

MEET AVISTA'S WARRANTY OBLIGATIONS, WHETHER ANY CLAIMS OF HOST ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

- 10.2 AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD HOST OPT TO PURCHASE THE EVSE FROM AVISTA, THEN FOR ALL EVSE DEVICES (INCLUDING ALL ASSOCIATED EVSE CORDS AND INTERNAL WIRING), THE SALE WILL BE AS-IS WITH NO WARRANTIES AND HOST ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY).

## **SECTION 11. MISCELLANEOUS PROVISIONS**

- 11.1 Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended, if Host is offering the EVSE to the general public.
- 11.2 Assignment. This Agreement shall not be assigned except with the prior written consent of the Parties. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the Parties.
- 11.3 Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Avista and Host liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.
- 11.4 Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Avista and Host shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- 11.5 Governing Law. This Agreement shall be governed by the laws of the State of Washington. Avista and Host expressly waive their rights to a trial by jury in any action brought hereunder.
- 11.6 Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the services performed pursuant to the Agreement, Host may call the Avista Representative identified in Section 12 below during business hours Monday-Friday 8 a.m. to 5 p.m. If further follow-up is required, Host shall provide Avista with written notice explaining the dispute and associated documentation. Avista will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Host is dissatisfied with the resolution of the dispute, Host has the right to file an informal or formal complaint with the Commission by contacting the Consumer Protection section of the Washington Utilities and Transportation Commission at 1-888-333-9882 or complete an online complaint form at [www.utc.wa.gov](http://www.utc.wa.gov). Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.
- 11.7 Public Communication. Host agrees to cooperate with Avista in maintaining good community relations. Avista and/or Host may issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics), provided that both Parties agree in advance to the messaging points in such publicity.
- 11.8 Non-waiver. Avista's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Avista's waiver of any breach hereunder shall not thereafter waive any of Avista rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Avista in writing.
- 11.9 Merger. This Agreement embodies the entire agreement between Avista and Host. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.
- 11.10 Privacy Law. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing Avista to release and share Host's customer information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the Work with

Avista's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSE to Host.

11.11 Survival. The following sections shall survive the expiration or termination of this Agreement: Section 7 (Title to Equipment and Data); Section 8 (Insurance Coverage); Section 9 (Indemnification); Section 9 (Indemnification); Section 10 (Warranty); Section 11.1 (Compliance with Laws); and Section 11.10 (Privacy Law).

**SECTION 12. NOTICES**

Any written notices required or permitted to be given by one Party to the other under this Agreement or by law shall be sufficiently given if delivered in person or sent by certified mail to the following address:

Avista Corporation  
Attn: Rendall Farley

1411 East Mission Avenue,  
MSC-15  
Spokane, Washington 99220  
[Rendall.farley@avistacorp.com](mailto:Rendall.farley@avistacorp.com)  
509-495-2823

Host

Name: Katy Allen, or successor  
Title: City Administrator  
Address: 22710 E. Country Vista Drive  
Liberty Lake, WA 99019  
Email: [kallen@libertylakewa.gov](mailto:kallen@libertylakewa.gov)  
Phone: 509-755-6700

Either Party may change the above contact information by providing written notice of such change.

IN WITNESS WHEREOF, the Parties execute this Agreement by their signature or the signature of their authorized agents, as of the date first above written.

**City of Liberty Lake, Washington**

**Avista Corporation**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME (printed): Steve Peterson

NAME: \_\_\_\_\_

TITLE: Mayor, City of Liberty Lake

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the firm.



EXHIBIT A

Invoice #: \_\_\_\_\_

Avista EVSE Pilot  
**Installation Form & Invoice**

PUBLIC

Installation Type  
Installation Date

Installation Contractor completes form, provides copy to customer and emails to [electrictransportation@avistacorp.com](mailto:electrictransportation@avistacorp.com) with digital pictures of before and after installation

**Customer & Location Information**

CITY OF LIBERTY LAKE	Name of Location
TOWN SQUARE PARK	Full Location Address
x	Avista Account #
LIBERTY LAKE	City
99019	Zip
Andrew Staples	Site Contact Name (Last, First)
509-755-6370	Phone #
astaples@libertylakewa.gov	Email
22710 E COUNTRY VISTA DR, LIBERTY L	Mailing Address, City & Zip (if different from above)

**Installer Information**

COLVICO	Installer/Technical Contact
(509) 252-5843	Phone
TERRY@COLVICOINC.COM	Email

**EVSE #1**

**EVSE #2**

BTC	Manufacturer
DUAL PORT PEDESTAL	Model
	Serial #
40	Amp Rating
	Greenlots Station ID
2	# of Port Connections
HARDWIRED	Hardwired or Receptacle
26	Cord Length
RETRACTABLE	Cord Type
CELLULAR	Network Connection
	Firmware

**Installation Sketch (Quote and Customer Approval on Reverse)**

Invoice #: \_\_\_\_\_

**Installation Description and Line Item Quote**

Yes	Existing 208/240VAC circuit that meets Code requirements?
Unable to access	if Yes, specify existing wire size and breaker amperage
No	New/upgraded panel required?
55-60'	Distance from nearest supply panel (ft)
50'	Distance of underground trenchwork (ft)
N/A	# of walls / floors to penetrate
#8 thhn, 50Amp	New wire size and circuit breaker amperage

**Premises Wiring and Construction Cost (Property Owner with Avista Partial Reimbursement)**

Materials Cost	Premises Wiring and Construction Line Items
\$195	Permits and Inspections
\$122	Install/Upgrade Panel
\$241	Install New Circuit
\$540	trenching
\$60	Restoration/Landscaping
\$933	concrete bollards Painting Signage
\$2,091	(1) Materials Cost

Labor Cost	Premises Wiring and Construction Line Items
\$143	Install/Upgrade Panel
\$714	Install New Circuit
\$602	Trenchwork
\$240	Restoration/Landscaping
\$1,151	concrete, bollards painting signage
\$2,850	(2) Labor Cost

\$4,941	(3) Materials and Labor Cost (Subtotal 1 + Subtotal 2)
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**(4) Avista Reimbursement of Premises Wiring and Construction**

(max \$1,000 residential SFH, \$2,000 per port connection non-residential)

\$3,953	Avista 80% Reimbursement (no user fees), - or -
\$3,212	Avista 65% Reimbursement (user fees)

\$988	<b>(5) Amount Due from Customer = (3) + (4) , or</b>
\$1,729	<b>Amount Due from Customer = (3) + (4)</b>

**EVSE Installation (Avista)**

Cost	EVSE Wiring and Testing
	Mount and Wire EVSE
	Boost WiFi Signal (as needed)
	Establish Network Connection with Greenlots
	Assist Customer with Greenlots Signup and Smartphone Application
	Final Test EVSE Operation
	(6) Avista Subtotal
	<b>Amount Due from Avista = (4) + (6)</b>

Customer Approval Signature/Date \_\_\_\_\_

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Ann Swenson](#)  
**Subject:** Online Form Submittal: Application for City Advisory Boards and Commissions  
**Date:** Sunday, October 23, 2016 10:35:10 AM

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## Application for City Advisory Boards and Commissions

*Thank you for your interest in serving on an advisory board or commission. The purpose of this form is to provide the mayor and City Council members with some information about individuals considered for appointment. This application will be kept on file for two years. The file of completed applications is open for public inspection upon request.*

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(Section Break)

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Date	10/22/2016
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City of Liberty Lake advisory board or commission for which you are applying:	Library Board of Trustees
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Would your appointment create a conflict of interest or appearance thereof?	No
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(Section Break)

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First Name	Mindy
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Last Name	Howe
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Address1	 Dunbarton Oaks Lane
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Address2	<i>Field not completed.</i>
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City	Liberty Lake
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State	WA
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Zip	99019
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Home Phone	
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Fax	<i>Field not completed.</i>
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Work Phone	<i>Field not completed.</i>
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Email [REDACTED]

(Section Break)

Employer Retired

Business Address *Field not completed.*

Address2 *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip *Field not completed.*

(Section Break)

Are you a registered voter in the City of Liberty Lake? Yes

How long have you lived in the City of Liberty Lake (continuously)? Over 6 years

Have you been convicted of anything other than minor traffic violations? No

List of Convictions *Field not completed.*

(Section Break)

Educational Background BA Degree in Spanish from California Lutheran University, Thousand Oaks, CA Many professional seminars and courses on topics such as management, writing, strategic planning and project management

Professional Qualifications / Work Experience 30+ years in high tech marketing and communications with companies such as Hewlett-Packard, Adobe and Symantec Career entry jobs in the airline and banking industries

Community Activities / Involvement Experience Volunteer reading coach at Otis Orchards Elementary School Previously on board of directors for Child Advocates (CASA) in the Bay Area, CA

Other Qualifications / Reasons for Desire to I love our Library and use it as my primary source of traditional books and audiobooks. I've come to understand through the

Serve

Library newsletter, and conversations with our City Administrator, that the Library offers a wide range of important services to citizens, and can always do more (though with limited resources). As a thoughtful and experienced manager and communicator, I think I can help with decisions about the Library's future, and support the Library team's work.

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(Section Break)

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Reference #1 Name      Tricia Morgan

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Reference #1 Phone      [REDACTED]

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Address1                [REDACTED] Dunbarton Oaks Lane

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Address2                *Field not completed.*

---

City                      Liberty Lake

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State                     WA

---

Zip                        99019

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(Section Break)

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Reference #2 Name      Katy Allen

---

Reference #2 Phone      [REDACTED]

---

Address1                [REDACTED] Dunbarton Oaks Lane

---

Address2                *Field not completed.*

---

City                      Liberty Lake

---

State                     WA

---

Zip                        99019

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(Section Break)

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Reference #3 Name      *Field not completed.*

---

Reference #3 Phone      *Field not completed.*

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Address1                *Field not completed.*

---

Address2                *Field not completed.*

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City                      *Field not completed.*

---

State                     *Field not completed.*

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Zip

*Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)



**AGENDA ITEM NO.:** 10Biv

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

TASER Body Camera Update and Data Storage

**FOR THE AGENDA OF:** January 3, 2017

**DEPT. OF ORIGIN:** Police

**EXHIBIT:**

TASER Quote # 54039-2

**DEPT. HEAD APPROVAL:** Chief Brian Asmus

<b>EXPENDITURE REQUIRED:</b>	<b>Yes</b>
<b>BUDGETED:</b>	<b>Yes</b>

**SUMMARY STATEMENT**

The Liberty Lake Police Department current TASER Body Cameras (AXON) are no longer available and is no longer being supported by the company. A new TASER Body Camera (AXON 2) has replaced the original AXON. The new AXON 2 provides for HD video and has improved low light recording technology. Under the proposed quotation, TASER is going to accept trade in on existing cameras. After careful consideration and discussions with TASER, the quote provided provides the police department with the best current value for replacement and will meet our mid term needs for equipment replacement, warranty, and the need for increased data storage.

The quote is for a five year term to spread out the cost of the implementation. The cost is discounted the first year for the trade in of existing cameras. The cost associated with this quotation includes:

- 14 AXON 2 Body Cameras
- 14 Body Camera Mounting Systems
- 2 Docking stations that will support all the new Body Cameras
- 14 Unlimited licenses for the use of the AXON 2 Cameras
- Unlimited storage at evidence.com
- Extended warranty for Body Camera replacement for any reason regardless of reason for damage to camera
- Replacement of all body cameras every 2.5 years to accommodate changes in technology.

**RECOMMENDED ACTION**

1. Staff recommends approving the quotation Q-54039-2 with TASER International for the 5 year contract term as outlined in the quote.

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: 480-420-3333

**Brian Asmus**  
(509) 755-1141  
(509) 755-1144  
basmus@libertylakewa.gov



## Quotation

Quote: Q-54039-2

Date: 1/20/2016 6:46 AM

Quote Expiration: 6/30/2016

Contract Start Date\*: 4/15/2017

Contract Term: 5 years

**Bill To:**  
Liberty Lake Police Dept. - WA  
23127 E. Mission Avenue  
Liberty Lake, WA 99019  
US

**Ship To:**  
Brian Asmus  
Liberty Lake Police Dept. - WA  
23127 E. Mission Avenue  
Liberty Lake, WA 99019  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mary Dunn	(480) 463-2187	mdunn@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Year 1 - Due Net 30

Agency electing to transition from Body 1 to Body 2. 100% discount on 14 Body 2 cameras and 2 Docks. All discounts referenced below are only available with the quantities and amounts referenced on this Unlimited Plan agreement as currently quoted. Agency should provide a CID (Certificate to Destroy) for the six competitor (ViVue) cameras to submit with approval of this agreement. Additionally, they should create and provide a copy of an RMA for eight Body 1 cameras and submit with approval of this agreement. Those 8 cameras should be returned upon receipt and implementation of Body 2 at agency.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 5,586.00	USD 5,586.00	USD 0.00
14	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
14	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 2,990.00	USD 2,990.00	USD 0.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
14	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 13,272.00	USD 0.00	USD 13,272.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Year 1 - Due Net 30 Total Before Discounts:</b>						USD 22,280.00
<b>Year 1 - Due Net 30 Discount:</b>						USD 8,576.00
<b>Year 1 - Due Net 30 Net Amount Due:</b>						USD 13,704.00

Year 2 - Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 13,272.00	USD 0.00	USD 13,272.00
560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
<b>Year 2 - Due 2018 Total Before Discounts:</b>						USD 13,704.00
<b>Year 2 - Due 2018 Net Amount Due:</b>						USD 13,704.00

Year 3 - Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 13,272.00	USD 0.00	USD 13,272.00
560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
<b>Year 3 - Due 2019 Total Before Discounts:</b>						USD 13,704.00
<b>Year 3 - Due 2019 Net Amount Due:</b>						USD 13,704.00

Year 4 - Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 13,272.00	USD 0.00	USD 13,272.00
560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
<b>Year 4 - Due 2020 Total Before Discounts:</b>						USD 13,704.00
<b>Year 4 - Due 2020 Net Amount Due:</b>						USD 13,704.00

Year 5 - Due 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
14	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 13,272.00	USD 0.00	USD 13,272.00
560	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 432.00	USD 0.00	USD 432.00
<b>Year 5 - Due 2021 Total Before Discounts:</b>						USD 13,704.00
<b>Year 5 - Due 2021 Net Amount Due:</b>						USD 13,704.00

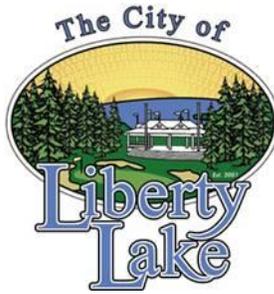
<b>Subtotal</b>	USD 68,520.00
<b>Estimated Shipping &amp; Handling Cost</b>	USD 12.96
<b>Estimated Tax</b>	USD 5,961.20
<b>Grand Total</b>	USD 74,494.16

**Axon Pre-order**

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between February 1, 2016 and February 14, 2016. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.



## **2017 CITY COUNCIL STANDING COMMITTEE ASSIGNMENTS**

### **COMMUNITY DEVELOPMENT**

*(Includes Public Works and Parks & Rec)*

Meetings are the 4<sup>th</sup> Tuesday of the month from noon to 1:00 p.m.

Robert Moore  
Shane Brickner  
Jessica McGuire  
\_\_\_\_\_ (alternate)

### **FINANCE**

*(Includes Human Resources)*

Meetings are the 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays of the month from 6:00-7:00 p.m.

RJ Stevenson, Finance Director, Chair

Hugh Severs  
Cris Kaminskas  
Shane Brickner  
\_\_\_\_\_ (alternate)

### **PUBLIC SAFETY**

*(Includes Liberty Lake Municipal Library and Spokane Valley Fire)*

Meetings are the 1<sup>st</sup> Tuesday of the month from 5:30-6:30 p.m.

Dan Dunne  
Odin Langford  
Jessica McGuire  
\_\_\_\_\_ (alternate)

# RESOLUTION

**CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON  
RESOLUTION NO. 17-223**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON  
ESTABLISHING THE LIBERTY LAKE CITY COUNCIL'S PRIORITIES FOR THE  
YEAR 2017**

WHEREAS, on August 16, 2016, November 13, 2016, and December 18, 2016 the Liberty Lake City Council met to identify and prioritize future opportunities and needs for its residents and businesses, and

WHEREAS, pursuant to RCW 42.30.030, all meetings were declared open and public, with proper notice having been given regarding said meetings, and

WHEREAS, during the regularly scheduled City Council meeting on January 3, 2017, which was open to the public for comment and discussion, the Liberty Lake City Council established priorities for the year 2017 as outlined in Exhibit A."

NOW, THEREFORE, be it resolved by the City Council of the City of Liberty Lake, Washington as follows:

1. Priorities for the year 2017.

The City of Liberty Lake, Washington through its City Council establishes priorities for its residents and businesses for the year 2017 as outlined in Exhibit A.

2. Effective Date.

This Resolution shall take effect immediately upon adoption by the City Council.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor, Steve Peterson

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk, Ann Swenson

\_\_\_\_\_  
City Attorney, Sean P. Boutz

City of Liberty Lake  
City Council Meeting  
January 3, 2017

**Council's Priorities for 2017**

**\* BUSINESS SUPPORT & RECRUITMENT**

- Outreach and engage with local businesses, large and small
  - Identify business inhibitors / possible solutions
  - Provide information to improve / expedite permits and applications

**\* PARKS, RECREATION, TRAILS & OPEN SPACE**

- Spokane River at Centennial Trail
  - City staff to pursue feasibility to obtain public access
- Liberty Lake Upland Trail Area \*
  - Develop design concept of circulating trails and demarcation of adjoining property
- Barefoot in the Park \*
  - Recruit event planner, i.e.; Greater Spokane Valley Chamber of Commerce
  - Expand volunteers and include local business participation
- Orchard Park \*
  - Design and construct

**\* TRANSPORTATION PROJECTS**

- Liberty Lake Shuttle Service
  - Identify options that would provide internal circulation within city limits
- Pedestrian Connectivity and Trails
  - Harvard Road
  - Harvest Parkway
  - Mission Avenue
  - River District
  - Country Vista East and Country Vista West \*
  - Safety lighting projects
- Transportation Study Recommendations
  - Appleway and Signal Projects \*
  - Harvard Road Overpass Expansion

**\* MISCELLANEOUS INITIATIVES**

- Create a policy requiring utilities to be undergrounded for all future projects when feasible
- Public Art
  - Establish a functional Arts Commission
  - Fund on a project-by-project basis
  - Include an Art Market at the Farmers Market

**\* MISCELLANEOUS INITIATIVES (continued)**

- Citizen engagement by City Council – Suggested Ideas:
  - Provide increased presence and visibility of City Council Members at a City booth during more events other than Farmers Market
  - Rotate Council Member assignments at the Farmers Market
  - Possibly setting up an “Ask your Council Member” type table in front of local stores
  - Videotaping City Council meetings \*
  - Possibly keeping City Hall open later one night a week to allow residents to meet with City Council Members
  - City Council Member attendance at HOA meetings
  - Including and addressing a “Question of the Month” headline in the City’s section of the Splash
  - Promote utilization of Municipal Research and Services Center’s (MRSC) services
  - Develop a long-term vision for city-owned facilities \*

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**\* Included in 2017 Budget**

Develop a long-term vision for city-owned facilities - \$100,000

Country Vista East and Country Vista West - \$75,000

Appleway and Signal Projects - \$190,000

Liberty Lake Upland Trail - \$30,000

Barefoot in the Park - \$19,000 (does not include staffing)

Orchard Park - \$2.5 million

Videotaping City Council meetings - \$2,000

# **Introduction of Upcoming Agenda Items**



**DRAFT CITY COUNCIL  
ADVANCED AGENDAS**  
For Planning Discussion Purposes Only  
**As of December 29, 2016**

Please note: This is a work in progress; items are tentative

**January 17, 2017**

**DUE Wed, Jan 11**

1. LLML 4<sup>th</sup> Quarter 2016 report
2. Consent Agenda (minutes, vouchers)
3. ORDINANCE FIRST READ: Ordinance No. 232, granting a non-exclusive Franchise Agreement to Avista Corporation

**January 24, 2017**

**DUE Wed, Jan 18**

**Special Joint Meeting with Planning Commission**

1. Workshop Discussion: Design Regulations, I-zone, C2 Zone, and M2 zone – Gregg Dohrn, Facilitator

**February 7, 2017**

**DUE Wed, Feb 1**

1. Consent Agenda (minutes, vouchers)
2. ORDINANCE SECOND READ: Ordinance No. 232, granting a non-exclusive Franchise Agreement to Avista Corporation

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**TENTATIVE ITEMS:**

1. Service Contract with Ptera for phones and cameras
2. RESOLUTION – Update to the Financial Policy
3. On-Call Arborist contract
4. Professional Services Agreement for Transportation Projects
5. Moratorium on the Acceptance of or Processing of Applications, or Issuance of Permits or Licenses, and Approvals, and Uses or Activities Associated with the Producing, Processing, or Retailing of Marijuana and Marijuana-Infused Products; and Declaring an Emergency (expires 5/2/17).
6. PRESENTATION: Municipal City Flag, Councilman Dunne
7. Agreement with City of Post Falls regarding license plate readers