

**CITY COUNCIL MEETING  
TUESDAY, MAY 7, 2019  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

**COMMITTEE WORKSHOP DISCUSSIONS – 6:00 p.m.**

- Public Safety
- Library
- Planning, Engineering, & Building (PEBS)

**REGULAR SESSION – 7:00 p.m.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. REPORTS**
  - City Board & Commission Reports
    - Salary Commission
  - Liberty Lake Sewer & Water District & Other Public Agency Reports
- 8. CITY COUNCIL REPORTS**
- 9. CITY ADMINISTRATOR REPORT**
- 10. WORKSHOP DISCUSSIONS**
  - Public Works Land Transaction with CVSD – Katy Allen
  - Food Truck Proposed Ordinance – Lisa Key
  - Ordinance No. 168 – acceptance of donations for parks, facilities, and recreation programs – City Council

**11. ACTION ITEMS**

**A. Consent Agenda**

- i. Approve April 16, 2019 City Council Minutes
- ii. Approve May 7, 2019 vouchers in the amount of \$1,261,723.13

**11. ACTION ITEMS (continued)**

**B. General Business**

- i. Authorize the Mayor to enter into a consultant contract with Kimberly Bolan and Associates, LLC in the amount of \$32,400 for a Community Needs Assessment & Library Master Plan
- ii. Authorize purchase of a Pavillion Park sound system in the amount of \$13,679.41 and authorize signature of the agreement
- iii. Award bid for the East Appleyway Avenue and North Madson Street traffic signal project to Colvico, Inc. in the amount of \$442,105, which includes base bid, inspection costs, and contingency
- iv. Authorize Task Order 2019-003 for Parametrix in the amount of \$15,800 for building a pavilion at Orchard Park

**12. RESOLUTION**

Resolution No. 255 – declaring as surplus, certain personal property of the City

**13. INTRODUCTION OF UPCOMING AGENDA ITEMS**

**14. CITIZEN COMMENTS**

**15. ADJOURNMENT**

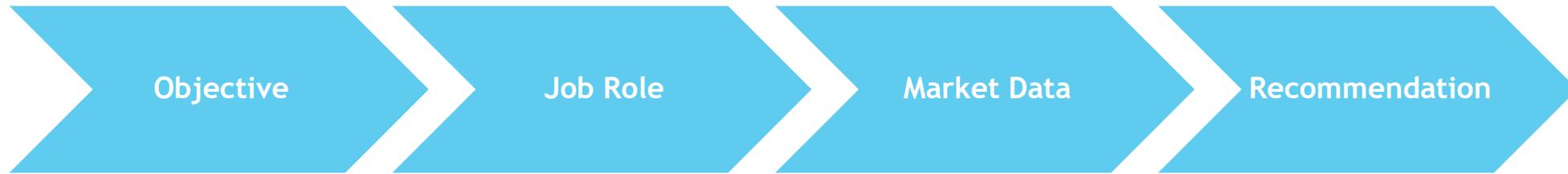
# REPORTS

# Liberty Lake Salary Commission

April 2019



# Process



# Objective

- ▶ Ordinance No. 176-A section 5
  - ▶ It is the goal of the Salary Commission to base salaries of elected officials on realistic standards so that elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service.
- ▶ Salary Commission Philosophy
  - ▶ The philosophy of the Salary Commission is to attract top candidates, and pay fair compensation for work, in compliance with statutory requirements.

# Job Role

- ▶ Mayor & Councilmember Handbook - role description
  - ▶ Published by Association of Washington Cities (AWC) and Municipal Research & Services Center of Washington (MRSC)
- ▶ Questionnaire sent to Mayor & Councilmembers
  - ▶ 75% response rate
- ▶ In-person Interviews of Mayor & Councilmembers
  - ▶ 100% attendance
- ▶ Statutory requirements
  - ▶ Legal Counsel

# Market Data

- ▶ Survey data
  - ▶ Washington State Cities & Towns
  - ▶ Job Titles - Mayor and Councilmember
- ▶ Parameters
  - ▶ Population 10,000 to 30,000
  - ▶ Form of Government - Mayor - Council (Strong Mayor)
  - ▶ Removed data for Mayor roles that were Full-time or benefits eligible
  - ▶ Aged data
- ▶ Market Data Results (handout)
  - ▶ Mayor - 13 cities
    - ▶ Aged average compensation = \$2,249 /month
  - ▶ Councilmember - 22 cities
    - ▶ Aged average compensation = \$692 /month

# INCREASES FOR ELECTED OFFICIALS AND CITY EMPLOYEES

<u>TIMELINE</u>		<u>Mayor</u>		<u>Council</u>		
6/5/2001	ORDINACE #8 TO ESTABLISH SALARIES FOR ELECTED OFFICIALS	\$ 750.00		\$ 250.00		
8/4/2009	ORDINACE #176 TO ESTABLISH SALARY COMMISSION					
<b>YR 2010</b>	Salary Commission met and recommended increase, however the vote only consisted of two members. Full Commission was not present to affirm decision which made the decision invalid.					
		<u>Mayor</u>	<u>Increase %</u>	<u>Council</u>	<u>Increase</u>	<u>CITY EMPLOYEE INFORMATION</u>
1/1/2014	Salary Commission met in 2013 and adopted increase for Mayor & City Council.	\$ 1,250.00	67%	\$ 400.00	60%	City Employees Average Increase 2005-2014 was 39%
	(If Mayor and City Council received the similar increase as City Employees)					
	YR 2015	\$ 1,275.00	2%	\$ 408.00	2%	City Employees Average Increase 2015 was 2%
	YR 2016	\$ 1,313.25	3%	\$ 420.24	3%	City Employees Average Increase 2016 was 3%
	YR 2017	\$ 1,365.78	4%	\$ 437.05	4%	City Employees Average Increase 2017 was 4%
	YR 2018	\$ 1,406.75	3%	\$ 450.16	3%	City Employees Average Increase 2018 was 3%
	YR 2019	\$ 1,448.96	3%	\$ 463.67	3%	City Employees Average Increase 2019 was 3%
<b>NOTES:</b>						
#1. Not all employees receive full increase if employee has reached there top step.						
#2. Some employees have received more than the % increase based on market rate for position.						
#3. Does not include Police Union.						

# Salary Commission Decision:

Effective January 1, 2020

Motion carried unanimously on 4/23/2019

- ▶ Mayor - \$2250.00/ month
- ▶ Councilmember - \$720.00/ month

**WORKSHOP  
DISCUSSION  
MATERIAL**

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of March, 2019 (“Effective Date”), by and between City of Liberty Lake, a Washington state municipal corporation (“Buyer” or “City”), and Central Valley School District No. 356, a Washington state municipal corporation (“Seller” or “District”).

**RECITALS**

WHEREAS, Seller is the owner of the approximately three (3) acre parcel of real property located in the City of Liberty Lake, County of Spokane, State of Washington, legally described on Exhibit “A” and depicted on Exhibit “A-1” attached hereto (“City Property”);

WHEREAS, the District Board of Directors set a sale price for the Property at \$423,000.00 at a duly scheduled meeting of the Board of Directors on \_\_\_\_, 2019;

WHEREAS, Buyer and Seller agreed that the consideration for the purchase of the Property by Buyer would include a combination of cash consideration in the form of the Purchase Price (as defined herein) and additional consideration including the City and District entering into a use agreement with a twenty (20) year term for the District to have priority use of the Liberty Lake fields for Selkirk Middle School and Greenacres Middle School baseball and softball games, and to use the tennis facilities at Orchard Park for school sponsored tennis matches and tennis instruction for Selkirk Middle School Students;

WHEREAS, the additional consideration also included the City conveying to the District the property located immediately to the north of Liberty Creek Elementary School, including the existing driveway facility, legally described on Exhibit “B” and depicted on Exhibit “B-1” attached hereto (“District Property”); and

WHEREAS, the City and District desire to enter into the real property transaction described herein on the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the promises set forth herein, the Seller and Buyer hereby agree as follows:

**1. REAL PROPERTY.**

**1.1 Agreement to Sell and Purchase.** Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the City Property together with any and all improvements located thereon on the terms and conditions stated herein.

**1.2 Agreement to Convey.** Buyer agrees to convey to Seller the District Property together with any and all improvements located thereon on the terms and conditions stated herein.

2. **PURCHASE PRICE; CONSIDERATION.**

**2.1 Purchase Price.** The total cash payment from Buyer at Closing shall be Ninety Eight Thousand Six Hundred Fifteen Dollars and 70/100 Dollars (U.S. \$98,615.70) (“Purchase Price”).

**2.2 Additional Consideration.** In addition to the Purchase Price, the City and the District have entered into the following additional consideration:

(1) The City and the District shall enter into a Field Use Agreement with a twenty (20) year term (“Field Use Agreement”) at Closing, in the form attached hereto as Exhibit “C,” for the District to have priority use of the Liberty Lake fields for Selkirk Middle School and Greenacres Middle School baseball and softball games.

(2) The City and the District shall enter into a Tennis Court Field Use Agreement with a twenty (20) year term (“Tennis Court Use Agreement”) at Closing, in the form attached hereto as Exhibit “D,” for the District to use the tennis facilities at Orchard Park for District sponsored tennis matches and tennis instruction for Selkirk Middle School Students.

(3) The City will convey to the District the Conveyed Property.

3. **CLOSING.**

**3.1 Closing Requirements.** Closing on the sale of the Property shall be held in Spokane County, at the office of Vista Title of Spokane, LLC (“Title Company”) as soon as reasonably practicable, at a mutually acceptable date and time, but in no event more than forty-five (45) days after execution of this Agreement. The terms “Closing Date” and “Closing” are used herein to mean the date and time the City Deed and District Deed are filed for record in the real property records of Spokane County, Washington, the Field Use Agreement and Tennis Court Use Agreement are executed and delivered, and the Purchase Price and closing costs are disbursed.

**3.2 City Deed.** Seller shall execute and deliver to Buyer, at Closing, a Statutory Warranty Deed (“City Deed”), conveying fee simple title to the Property, free and clear of all liens and encumbrances except those otherwise agreed to by Buyer.

**3.3 District Deed.** Buyer shall execute and deliver to Buyer, at Closing, a Statutory Warranty Deed (“District Deed”), conveying fee simple title to the City Property, free and clear of all liens and encumbrances.

**3.4 Additional Agreements.** Buyer and Seller shall each have delivered to the other fully executed copies of the Field Use Agreement and Tennis Court Use Agreement.

**3.5 Recordation of BLAs.** The Title Company shall record the BLAs with the Spokane County Auditor.

**3.6 Expenses.** Each party shall pay for their own title insurance charges and their own attorneys' fees. Escrow fees, if any, shall be split equally between the parties. Buyer shall pay all expenses for the BLA.

**3.7 Recording.** At Closing, the Title Company shall record all required documents and, within a reasonable time thereafter, issue the title insurance policies to the party requesting their issuance in the amount of the Purchase Price and in accordance with the terms and conditions of the Title Commitment subject to Section 5.2.

**3.8 Additional Documents.** The parties shall also execute and deliver at Closing any other documents reasonably necessary or appropriate to complete and evidence the transactions contemplated herein.

**4. TAXES AND ASSESSMENTS.**

**4.1 Pre-Closing.** Each party shall be responsible for the payment of (i): all real property taxes and general assessments for all years prior to the year in which Closing occurs; and (ii) all special assessments for improvements which have been completed or substantially completed as of the Closing Date.

**4.2 Post-Closing.** Real property taxes and general assessments for the year in which the Closing occurs and utilities for the current period shall be prorated as of the date of Closing.

**5. TITLE.**

**5.1 Evidence of Title.** Buyer and Seller (each a "Reviewing Party") shall have the right to order the examination of title of the respective properties that it is acquiring at its sole cost and expense (each a "Title Commitment"). The state of the title shall be free and clear of all encumbrances or defects, except for: (i) any existing, easements, encumbrances, restrictions or conditions approved by the Buyer or Seller as the case may be prior to Closing; and (ii) general exceptions contained in a standard policy of owner's title insurance.

**5.2 Title Objections.** If the condition of title as set forth in the Title Commitment is not as set forth in Section 5.1 above, the Reviewing Party shall send written notice of its objections to title ("Title Objections") within ten (10) days of receipt of the Title Commitment ("Review Period") to the other party; provided however, no party shall be required to object to any monetary liens or encumbrances, all of which shall be automatically deemed Title Objections. In the event that a Reviewing Party does not make any Title Objections within the Review Period, the Reviewing Party shall be deemed to have approved the condition of title as shown in the Title Commitment. If the Reviewing Party makes any Title Objections, the other party shall cure or remove any Title Objections, whereupon the Closing Date shall be extended, at no cost to the Reviewing Party, for a reasonable period not to exceed ninety (90) days.

**5.3 Boundary Line Adjustments.** The City Property and District Property are each part of larger parcels of property and in order to consummate the transaction provided for herein require the review and approval of a boundary line adjustment to create legal lots of record (each, a "BLA"). Each BLA shall be approved by the applicable governing jurisdiction prior to the end of the Review Period. Buyer, at its sole cost and expense, shall prepare applications for the BLA and submit them to Seller for review and approval. Seller shall have a reasonable period to review and approve the BLA applications prior to their submission to the appropriate governing jurisdiction. Upon approval of the BLA application, Buyer shall submit the BLA to the appropriate governing jurisdiction for review and approval. The approval of the BLAs constitute a condition precedent to closing.

**6. REPRESENTATIONS AND WARRANTIES OF SELLER, PROPERTY INSPECTION.**

**6.1 Representations and Warranties.** Seller represents and warrants to Purchaser, as of the date of this Agreement and as of the Closing Date, as follows:

- (1) Seller is the fee simple owner of the City Property subject to any exceptions agreed to by Buyer/Seller on the title policy prior to the expiration of the Review Period;
- (2) The execution and delivery of this Agreement by Seller and the consummation of the transaction contemplated hereby, has been duly authorized by all necessary action on the part of Seller, and such documents constitute valid and enforceable obligations of Seller legally enforceable in accordance with their terms;
- (3) To the actual knowledge of Seller, Seller has received no notice from any governmental authority that the City Property, or any part thereof; is in violation of any law or regulation applicable to the City Property, and Seller has no knowledge of any facts which might be a basis for any such notice;
- (4) Seller is not a "foreign person" as that term is defined in Section 1445 of The Internal Revenue Code of 1986, as the same is amended from time to time and the regulations promulgated thereunder.
- (5) There are no actions, suits, claims or legal proceedings or any other proceedings affecting the City Property, at law or equity, before any court or governmental agency.

Should any of the foregoing representations or warranties prove to be untrue or inaccurate, Seller hereby agrees, to the fullest extent permitted by applicable law, to release, defend, indemnify and hold harmless Buyer (and Buyer's officers, directors, agents, employees, and representatives) and their successors and assigns from and against any and all claims, demands, costs, penalties, fees, expenses, harm, injury, damages or liability (including, but not limited to, attorneys' fees) arising directly or indirectly on account of or in connection with the facts and circumstances giving rise to the untruth or inaccuracy of such representations and warranties.

**6.2 Buyer's Inspections.** Buyer shall have the right to enter the City Property at any time before Closing at its own risk and expense in order to make or cause to be made any and all inspections, tests, studies (including, without limitation, such inspections, tests and studies requiring the taking of samples or otherwise disturbing the physical characteristics of the City Property), analyses or other inquiries with respect to the City Property as Buyer shall desire. Such studies may include, without limitation, Buyer's determination of development costs, construction costs, zoning, comprehensive planning, soil structure, topography, drainage, access, and availability of utilities. Buyer shall repair any damage caused by its investigations.

~~6.2~~ Additionally, Buyer and Seller previously executed a Ground Lease on or around [REDACTED], 2019 for lease of the City Property by Buyer from Seller to make certain Permitted Improvements, as defined in said Ground Lease. Notwithstanding the parties' execution of this Agreement, Buyer shall be permitted to continue with such improvements until the termination of the Ground Lease or Closing, whichever occurs later.

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**6.3 Seller's Information.** Seller shall furnish to Buyer, not later than twenty (20) days after the date of this Agreement, and thereafter through the term of this Agreement, within twenty (20) days after receipt, access to or copies of all notices, licenses and permits in Seller's possession affecting the City Property; and all plans, surveys, environmental studies and similar materials in Seller's possession relating to the physical condition of the City Property.

## **7. REPRESENTATIONS AND WARRANTIES OF BUYER, PROPERTY INSPECTION.**

**7.1 Representations and Warranties.** Buyer represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

(1) ~~Buyer~~ ~~owner~~ is the fee simple owner of the District Property subject to any exceptions agreed to by Seller on the title policy prior to the expiration of the Review Period;

(2) The execution and delivery of this Agreement by Buyer and the consummation of the transaction contemplated hereby, has been duly authorized by all necessary action on the part of Buyer, and such documents constitute valid and enforceable obligations of Buyer legally enforceable in accordance with their terms;

(3) To the actual knowledge of Buyer, Buyer has received no notice from any governmental authority that the District Property, or any part thereof; is in violation of any law or regulation applicable to the District Property, and Buyer has no knowledge of any facts which might be a basis for any such notice;

(4) Buyer is not a "foreign person" as that term is defined in Section 1445 of The Internal Revenue Code of 1986, as the same is amended from time to time and the regulations promulgated thereunder.

(5) There are no actions, suits, claims or legal proceedings or any other proceedings affecting the [District/City](#) Property, at law or equity, before any court or governmental agency.

Should any of the foregoing representations or warranties prove to be untrue or inaccurate, Buyer hereby agrees, to the fullest extent permitted by applicable law, to release, defend, indemnify and hold harmless Seller (and Seller's officers, directors, agents, employees, and representatives) and their successors and assigns from and against any and all claims, demands, costs, penalties, fees, expenses, harm, injury, damages or liability (including, but not limited to, attorneys' fees) arising directly or indirectly on account of or in connection with the facts and circumstances giving rise to the untruth or inaccuracy of such representations and warranties.

**7.2 Seller's Inspections.** Seller shall have the right to enter the District Property at any time before Closing at its own risk and expense in order to make or cause to be made any and all inspections, tests, studies (including, without limitation, such inspections, tests and studies requiring the taking of samples or otherwise disturbing the physical characteristics of the District Property), analyses or other inquiries with respect to the District Property as Seller shall desire. Such studies may include, without limitation, Seller's determination of development costs, construction costs, zoning, comprehensive planning, soil structure, topography, drainage, access, and availability of utilities. Seller shall repair any damage caused by its investigations.

**7.3 Buyer's Information.** Buyer shall furnish to Seller, not later than twenty (20) days after the date of this Agreement, and thereafter through the term of this Agreement, within twenty (20) days after receipt, access to or copies of all notices, licenses and permits in Buyer's possession affecting the District Property; and all plans, surveys, environmental studies and similar materials in Buyer's possession relating to the physical condition of the District Property.

**8. DISCLAIMER OF WARRANTIES / AS-IS CONDITION.** Neither Seller nor Buyer makes any warranties express or implied to the other which are not expressed herein in writing. Only the warranties of title as expressed in the District Deed and City Deed shall survive the Closing.

**9. POSSESSION OF THE PROPERTY.** Possession of the District Property and City Property shall be delivered at Closing.

**10. DEFAULT/REMEDIES.**

**10.1 Seller.** If Seller should fail to comply with its obligations to convey the [City](#) Property at the time and in the manner herein provided, Buyer's remedy shall be to seek to compel Seller's specific performance.

**10.2 Buyer.** If Buyer should fail to comply with its obligations to purchase the [District](#) Property at the time and in the manner herein provided, Seller's sole remedy shall be to seek to compel Buyer's specific performance.

**11. GENERAL PROVISIONS.**

**11.1 Assignment.** Neither Buyer nor Seller may assign this Agreement.

**11.2 Time of the Essence.** Time is of the essence with respect to all time periods set forth in this Agreement. Any period specified herein which ends on Saturday, Sunday or a legal holiday shall be extended to 5:00 p.m. Pacific Time of the next business day.

**11.3 Entire Agreement.** This Agreement and the Exhibits hereto constitute the entire agreement between the parties and no waiver or modification of any of the terms and conditions hereof shall be valid unless in writing and signed by authorized representatives of all parties hereto. The Exhibits hereto are incorporated herein by this reference.

**11.4 Severability.** If any provision of this Agreement or the application of such provision to any persons or circumstances shall, to any extent, be held to be invalid or unenforceable, neither the remainder of the Agreement nor the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable shall be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**11.5 Further Instruments.** Each party shall execute and deliver such other instruments and take such other actions as are reasonably required in order to carry out the transactions contemplated by this Agreement.

**11.6 Notice.** Any notice under this Agreement shall be either delivered in person or sent by nationally recognized overnight courier with payment for next day delivery, as follows:

Notice to Buyer:

Mayor  
City of Liberty Lake  
22710 E. Country Vista Drive  
Liberty Lake, WA 99019

Notice to Seller:

Superintendent  
Central Valley School District No. 356  
19307 E. Cataldo Ave.  
Spokane Valley, WA 99016

Any notice given under this paragraph shall be effective and deemed served on the earlier of (a) actual receipt or (b) one (1) day after being deposited with a nationally recognized overnight courier with payment made for next-day delivery.

**11.7 Applicable Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Washington, and any suit hereon may be had solely in the state courts of Washington situated in Spokane County.

**11.8 Attorneys' Fees.** In the event any suit or action is brought by either party under this Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees and costs to be fixed by the court, including such fees and costs as may be incurred in any appellate proceeding.

**11.9 Counterparts.** This Agreement may be signed in multiple counterparts which shall, when executed by all parties, constitute a single binding agreement.

**11.10 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors and lawful assigns of Seller and Buyer.

**11.11 Execution.** This Agreement shall not become effective and binding until fully executed by both Seller and Buyer.

**11.12 Survival.** The provisions of this Agreement shall survive the execution of this Agreement, the Closing and the conveyance of the [City Deed from Seller to Buyer](#) and the District Deed from Buyer to Seller.

**11.13 Seller Board Approval.** This Agreement and the transaction contemplated herein is subject to approval by the Board of Directors of Seller and the City Council of Buyer.

**11.14 Additional Acts.** Seller and Buyer hereby agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at [Closing](#) or thereafter, any and all such further acts, documents and assurances as Buyer or Seller, as the case may be, may reasonably require to consummate the transaction contemplated hereby.

**11.15 Waiver of Seller Disclosure Statement.** Each party hereto waives the receipt of a Seller Disclosure Statement as provided for under Chapter 64.06 RCW.

*[ Remainder of Page Left Blank Intentionally; Signatures on Following Page ]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**BUYER:**

**CITY OF LIBERTY LAKE**

**SELLER:**

**CENTRAL VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
By: Steve Peterson  
Its: Mayor  
Date:

\_\_\_\_\_  
By: Ben Small  
Its: Superintendent  
Date:

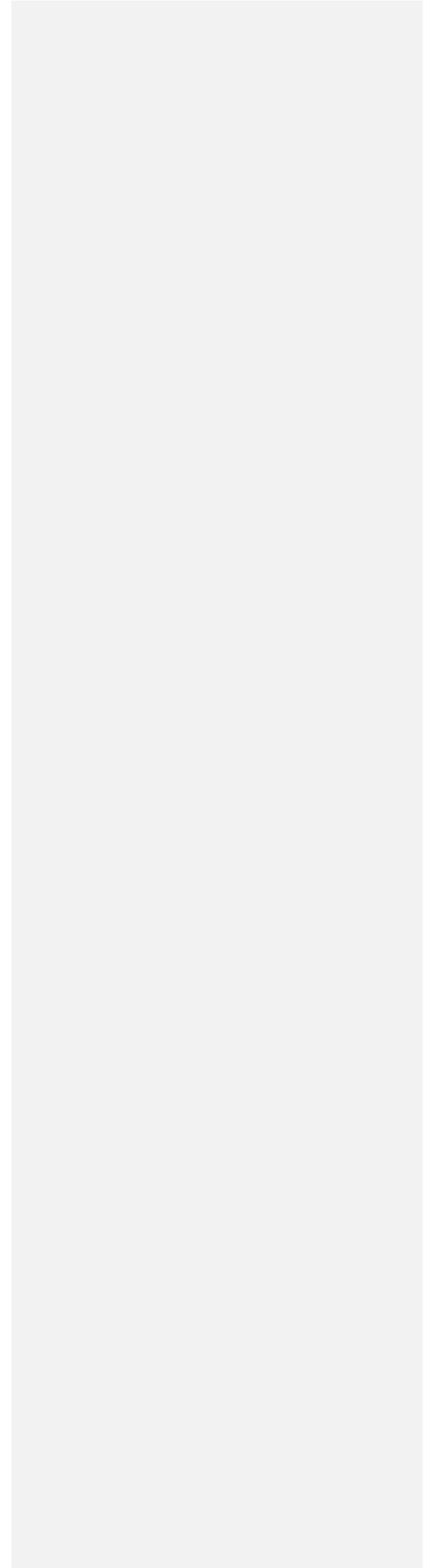
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**EXHIBIT "A"**

District Property Legal Description

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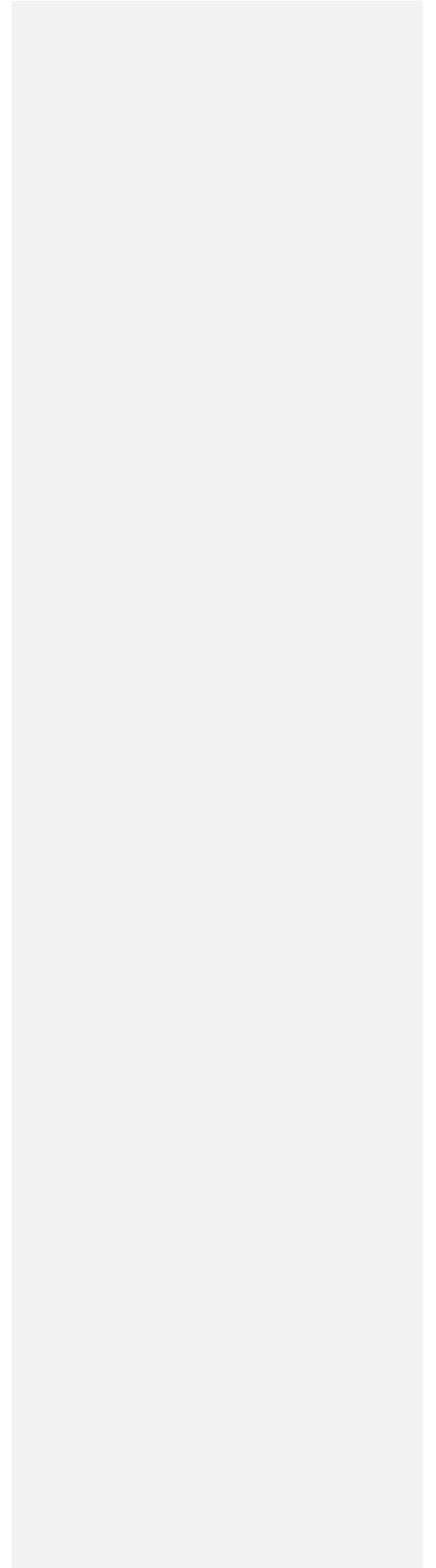


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**EXHIBIT "A-1"**

District Property Depiction

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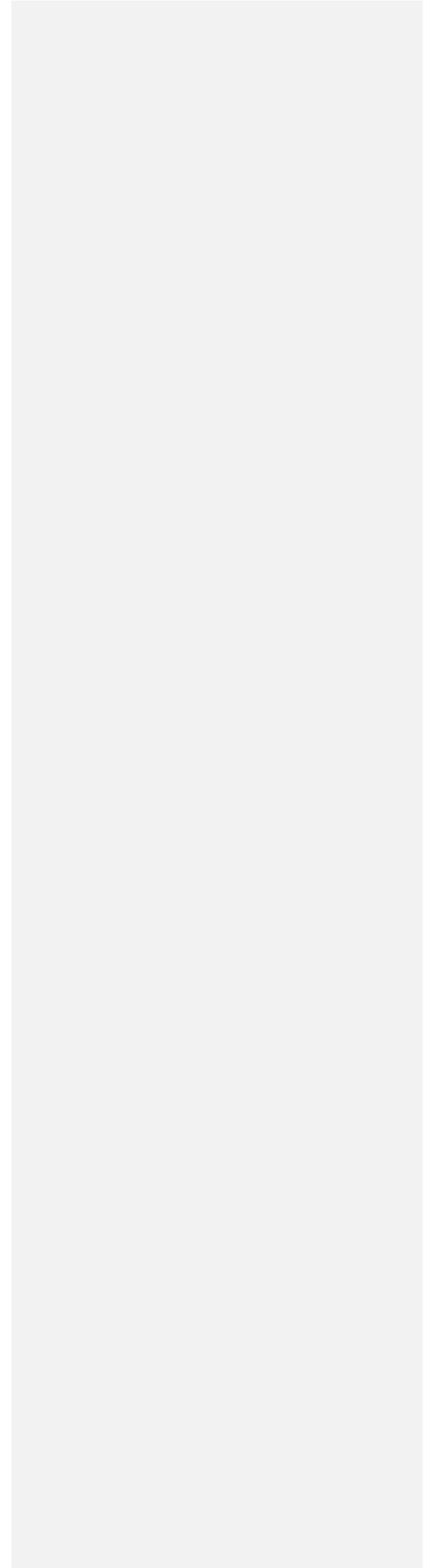


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**EXHIBIT "B"**

City Property Legal Description

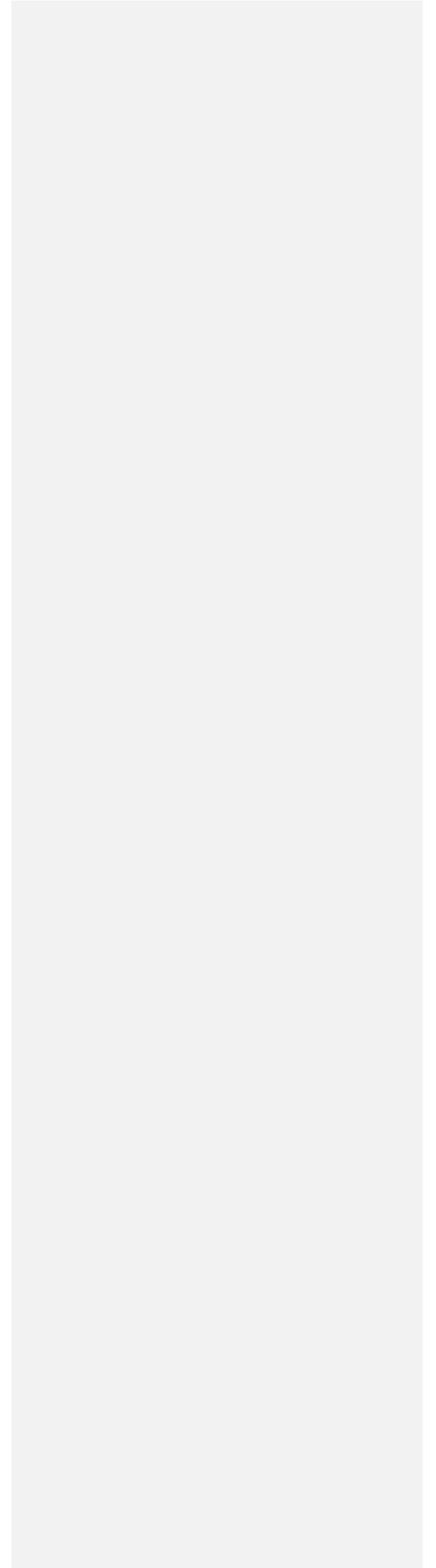
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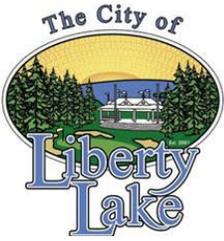


**EXHIBIT "B-1"**

City Property Depiction

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**AGENDA ITEM NO.:**   10  

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

**SUBJECT:**  
Food Truck Ordinance Workshop

**FOR THE AGENDA OF:** May 7, 2019

**DEPT. OF ORIGIN:** Planning, Engineering & Building Services

**EXHIBIT:**  
Draft Planning Commission Recommendation  
Recommended Food Truck Ordinance (Exhibit A)

**DEPT. HEAD APPROVAL:** Director

<b>EXPENDITURE REQUIRED:</b>	<b>No</b>
<b>BUDGETED:</b>	<b>No</b>

**SUMMARY STATEMENT**

On February 5, 2019, City Council held a workshop to discuss potential changes to code to allow food trucks in the Light Industrial (“I”) zone. City Council asked that potential code revisions be referred to the Planning Commission for their consideration and recommendation. Planning Commission workshopped the potential code revisions at their February and March meetings, and held a public hearing on April 10, 2019. Attached, please find a draft of the Planning Commission’s Findings, Conclusions and Recommendations (anticipated to be ratified on May 8, 2019), and a copy of the recommended ordinance amendment.

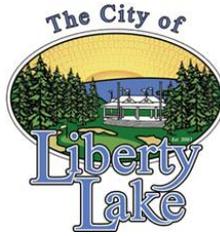
The recommended amendments are intended to:

- Allow “Food Trucks” on private property as an accessory use in the “I” zone by temporary use permit when associated with an existing business.
  - Require site plan to address location on private property, traffic circulation, refuse disposal, fire extinguisher, seating (if applicable);
  - Require City of Liberty Lake Business License and Health Department Food Vendor Permit.
  - Limit the hours of operation for food truck to the hours of operation of the principal use on the subject property.
- Incorporate “Director’s Interpretation” from Policy Bulletin No. 21 into code related to “temporary use permits”:
  - Waive permit requirement for individual vendor booths within a larger non-profit special event permit provided the vendor has been included in the site plan for the event.

A public hearing before City Council is planned for May 21, 2019.

**RECOMMENDED ACTION**

1. Discuss proposed ordinance amendments and process to date. Opportunity for staff to address Council member’s questions.



**FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS OF THE PLANNING COMMISSION**

**IN THE MATTER OF PROPOSED AMENDMENTS TO THE CITY OF LIBERTY LAKE’S MOBILE CONCESSION STAND (“FOOD TRUCK”) REGULATIONS**

**HEARING DATE:** April 10, 2019 @ 4:00 p.m.

**PROPOSAL COORDINATOR:** Lisa D. Key, Director of Planning & Engineering Services

<b>PROPOSAL SUMMARY:</b>	
<b>Location</b>	Citywide
<b>Proposal Information</b>	City Initiated Amendments to Mobile Concession Stand Regulations regarding “Food Trucks”
<b>Code Section</b>	<p><b>City Code &amp; RDSAP 08-001 Development Code §10-1C:</b> Definitions (“Temporary Use”)</p> <p><b>City Code §10-2J-3(C)(2):</b> Limited Use Regulations for Mobile Sales/Concessions in the “I” zone</p> <p><b>City Code &amp; RDSAP Development Code §10-4I-1:</b> Temporary Use Permits</p>
<b>Proposed Amendments</b>	See <i>Exhibit A</i> .

**CITY OF LIBERTY LAKE REGULATORY FRAMEWORK & PROCEDURAL REQUIREMENTS:**

**City Code §10-4B-5: Type IV Projects:**

*Development Code Amendments are classified as Type IV Projects in the City of Liberty Lake Development Code and are considered legislative decisions. The procedural requirements and decision criteria are detailed in City Development Code §10-4B-5.*

## STATE OF WASHINGTON REGULATORY FRAMEWORK, AUTHORITY & REQUIREMENTS:

### **RCW 36.70A: Growth Management Act (GMA):**

*Liberty Lake is mandated to plan under GMA. The City's Comprehensive Plan and Development Regulations were developed in accordance with the requirements of GMA. Development Regulations are required to implement the City's Comprehensive Plan, and any amendments to City Development Code must be consistent with the City's adopted Comprehensive Plan. The City must provide reasonable public notice of proposed amendments and opportunities for public participation.*

### **WAC 365-196: Growth Management -- Procedural Criteria for Adopting Comprehensive Plans and Development Regulations**

*Development code amendments must comply with procedures established in WAC 365-196, including rules regarding internal consistency, interjurisdictional coordination, public participation requirements, and notification to the Department of Commerce of "intent to adopt" proposed code amendments at least 60 days prior to final adoption.*

### **WAC 197-11: State Environmental Policy Act (SEPA) Rules:**

*Development code amendments are subject to SEPA review as a non-project action, in accordance with procedures established in WAC 197-11.*

## **SEPA REVIEW:**

SEPA Checklists were completed for the proposed amendments to the City of Liberty Lake Mobile Concessions Regulations. The City of Liberty Lake Planning, Engineering & Building Services has determined that the proposal, as a non-project review, will have no significant adverse environmental impacts and issued a Determination of Non-Significance (DNS) and Adoption of Existing Environmental Document on the Proposed Amendments to the City of Liberty Lake Mobile Concession Regulations on March 20, 2019. The City adopted the Spokane County Final Supplemental Environmental Impact Statement for the Spokane County Comprehensive Plan that was prepared on November 22, 2000 and was previously adopted for the original City of Liberty Lake Comprehensive Plan and Development Code, as well as the Final Environmental Impact Statement for the City of Liberty Lake Urban Growth Area Boundary Alternatives that was prepared on December 13, 2006. The Notice of Availability, SEPA Checklist and Threshold Determination, and Amendment Document were routed to agencies on March 18, 2019, and a Notice of Availability was posted at the Liberty Lake Municipal Library and at City Hall, as well as being published in the March 22, 2019 edition of the Valley News Herald. On March 19, 2019, the Notice of Availability, Notice of Hearing, SEPA Checklist and Threshold Determination, and Amendment Lists were also posted on the City website, and the notice and a link to the City website was emailed to the public notice group, as well as the amendment applicants. Comments on the SEPA Checklist and Threshold Determination were due by 4 p.m., on April 2nd, 2019. No comments were received.

**PROCEDURAL INFORMATION:**

- February 5, 2019 City Council Workshop:  
*Agenda & packet published on City website & distributed to City’s “Notify Me” e-mail distribution list*
  
- February 13, 2019 Planning Commission Meeting:  
*“Food Truck” Amendments - Timeline & Project Charter Disseminated*
  
- March 13, 2019 Planning Commission Workshop:  
*Agenda & packet published on City website & distributed to City’s “Notify Me” e-mail distribution list*
  
- March 18, 2019 SEPA Notice of Availability/ Planning Commission Public Hearing Notice:  
*NOA packet with SEPA checklist and DNS posted on the website and distributed to: involved agencies, adjacent jurisdictions; “brick and mortar” restaurant owners who engaged during the 2015 proposed amendment to these regulations; and, “Notify Me” e-mail distribution list*
  
- March 22, 2019 SEPA Notice of Availability/Planning Commission Public Hearing Notice:  
*Published in Valley News Herald*
  
- April 2, 2019 SEPA Comment Period Ends  
*No comments received.*
  
- April 10, 2019 Planning Commission Public Hearing:  
*Agenda & staff report published on City website & distributed to City’s “Notify Me” e-mail distribution list on or before April 5, 2019.*

**AGENCY REVIEW:**

SEPA Distribution List & Adjacent Jurisdictions: Liberty Lake Police Department; Avista; Century Link; Central Valley School District; City of Spokane Valley; CDA Tribe; Comcast; Spokane Clean Air; Spokane Valley Fire District; Spokane Transit Authority; Spokane Regional Health District; Spokane Tribe; WS Department of Ecology; Spokane Regional Health District; Department of Fish & Wildlife; WS Department of Natural Resources; WS Department of Transportation; Spokane Regional Transportation Council; Liberty Lake Water & Sewer District; Consolidated Irrigation District Spokane County Utilities; Spokane County Planning; WS Department of Commerce.

Agencies Notified	Notification	Comment Summary
SEPA Distribution List & Adjacent Jurisdictions	SEPA Notice of Availability; Proposed Amendment Summary; Determination of Non-Significance (DNS) Emailed 3/18/19	No comments received

**PUBLIC COMMENTS (WRITTEN):**

Name & Address	Comment Summary
N/A	No comments received

**RELEVANT COMPREHENSIVE PLAN GOALS & POLICIES:**

**Governance Goal 1:** Actively involve residents, businesses, and property owners in the governance of the City.

**Governance Policy 1:** The City shall use the website, email, social media, newsletters, local newspapers, special announcements and other techniques to keep the community well-informed.

**Economic Development Policy 4:** Continue to support the start-up, retention, expansion, and recruitment of businesses.

**Economic Development Policy 5:** Provide consistent, fair, and timely regulations that are flexible, responsive, and effective.

**Economic Development Policy 6:** Periodically review and update economic development techniques to provide a business climate conducive to new and start-up businesses.

**STAFF ANALYSIS:**

Under current City Code, “Food Trucks” also known as mobile food concessions, are a “Limited Use” in all zones. The standards for the “limited use” require a temporary use permit (as detailed in City Code §10-4I-1). Under these provisions, “food trucks” on public property or in the public ROW are only permitted during a community event or sports league play, and “food trucks” on private property are only allowed when associated with a temporary carnival/ fair, sidewalk sale, non-profit fundraiser, or community event. The required temporary use permit limits use to 21 consecutive days, or no more than 90 days in a calendar year. The temporary use permit requires a site plan, as well as refuse disposal, fire extinguisher and Health Department food vendor permit.

On February 5, 2019, City Council held a workshop to discuss potential changes to code to allow food trucks in the Light Industrial (“I”) zone. City Council asked that potential code revisions be referred to the Planning Commission for their consideration and recommendation, and that staff prepare a schedule for development of those code revisions.

The proposed amendments are intended to:

- Allow “Food Trucks” on private property as an accessory use in the “I” zone by temporary use permit when associated with an existing business.
  - Require site plan to address location on private property, traffic circulation, refuse disposal, fire extinguisher, seating (if applicable);
  - Require City of Liberty Lake Business License and Health Department Food Vendor Permit.

- Limit the hours of operation for food truck to the hours of operation of the principal use on the subject property.
- Incorporate “Director’s Interpretation” from Policy Bulletin No. 21 into code related to “temporary use permits”:
  - Waive permit requirement for individual vendor booths within a larger non-profit special event permit provided the vendor has been included in the site plan for the event.

**FINDINGS:**

1. The required SEPA review has been completed on the proposed amendment.
2. All public and agency notice requirements were met and accomplished in a timely manner.
3. The public was provided the opportunity for early and continuous participation.
4. The public had the opportunity to submit written comments and testify at a public hearing before the Planning Commission.

**CRITERIA FOR APPROVAL:**

The criteria for approval of a code amendment are established in City Code §10-4B-5(A), which states:

A. Criteria for Amendment:

*The City may amend development regulations when it finds that **any** of the following applies:*

1. *Such amendment is consistent with the Comprehensive Plan and is not detrimental to the public welfare;*
2. *Change in economic, technological, or land use conditions has occurred to warrant modification;*
3. *It is found that an amendment is necessary to correct an error;*
4. *It is found that an amendment is necessary to clarify meaning or intent;*
5. *It is found that an amendment is necessary to provide for a use(s) that was not previously addressed; or*
6. *Those amendments as deemed necessary by the City Council as being in the public interest.*

**CONCLUSIONS:**

1. The proposed amendment **IS** consistent with the Comprehensive Plan and **IS NOT** detrimental to the public welfare.
2. The proposed amendment **IS** warranted by a change in economic, technological and/or land use

conditions.

3. The proposed amendment **IS NOT** necessary to correct an error.
4. The proposed amendment **IS NOT** necessary to clarify meaning or intent.
5. The proposed amendment **IS** necessary to provide for a proposed use that was not previously addressed.
6. The proposed amendment **IS** deemed necessary as being in the public interest.

**RECOMMENDATION:**

In the matter of proposed amendments to the City of Liberty Mobile Concession Regulations (as detailed in Exhibit A of this Staff Report), the City of Liberty Lake Planning Commission recommends to City Council that the amendment be **APPROVED**.

Further, the City of Liberty Lake Planning Commission recommends to City Council that the City review the effect of implementation of the regulations allowing food trucks as an accessory use to an existing business in the industrial zone after one year, and consider expanding food truck use as a possible non-accessory business.

# EXHIBIT A

## PROPOSED “FOOD TRUCK” DEVELOPMENT CODE AMENDMENT

### Development Code §10-1C (B): Definitions

**Mobile sales / concessions** - A mobile food service establishment or mobile sales booth operating at a non-permanent fixed location under an approved Temporary Use Permit. Definition does not include espresso stands as defined herein or Solicitors / Peddlers as defined in City Ordinance 96.

**Temporary Use** ~~--A use approved for location on a lot for a period not to exceed 90 days with the intent to discontinue such use after the time period expires.~~ Temporary uses are characterized by the non-permanent nature of the facilities/site improvements, and/~~if or the~~ short term or seasonal nature of the use, and by the fact that permanent improvements are not made to the site. Temporary uses are subject to standards and criteria as may be required in the zone and require administrative approval ~~from P&CD.~~ These uses require approval of a Temporary Use Permit as set forth in Section 10-4I-1.

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### Development Code §10-2J -- I (Light Industrial Zone)

#### §10-2J-3(C) Requirements for Specific I Limited Uses:

##### 2. Mobile sales / concessions

- a. Requires application for and approval of a Temporary Use Permit as outlined in Section 10-4I-1.
- b. One mobile food service establishment may be located on private property as an accessory use, where a principal use has already been established on the subject property.
- c. Only permitted Mobile sales/ concessions may be located in public right-of-way ~~only during~~ when associated with a special community events, such as Liberty Lake Yard Sale Weekend.
- d. Hours of operation for the mobile concession shall be limited to the hours of operation of the principal use associated with the subject property, except when associated with a community event, in which case the hours of operation for the mobile concession shall be limited to the hours of operation of that community event. Under no circumstance shall the hours of operation extend past 10 p.m., or begin before 5 a.m.

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### Development Code §10-4I-1 – Temporary Use Permits

Temporary uses are characterized by non-permanent nature of the facilities/site improvements, and/~~if or~~ their short term or seasonal nature of the use, and by the fact that permanent improvements are not

~~made to the site.~~ Temporary uses include, but are not limited to: construction trailers, leasing offices, temporary carnivals and fairs, parking lot sales, retail warehouse sales, mobile sales / concessions, and seasonal sales such as Christmas tree sales and vegetable stands. The uses listed below have specific requirements for Temporary Use Permit approval. The uses below and other uses listed in the Zoning Matrix may require a Temporary Use Permit with additional regulations or requirements identified in the Limited or Conditional Use:

- A. Seasonal and Special Events. These types of uses generally occur only once in a calendar year and for no longer a period than 90 days, unless approved for an extended period of time by the Director. Using the Exempt project procedure under Article 10-4B, the Director /Designee shall approve, approve with conditions, or deny a temporary use permit for a seasonal or special event based on findings that all of the following criteria are satisfied:
1. The use is permitted in the underlying zoning district and does not violate any conditions of approval for the property (e.g., prior development permit approval);
  2. The use does not violate zoning ordinances or conditional use permits applicable to the site;
  3. The applicant provides proof that the property-owner gave permission to use his/her property in the proposed manner;
  4. No parking will be utilized by customers and employees of the temporary use which is needed by the property owner to meet their minimum parking requirement under Article 10-3D - Vehicle and Bicycle Parking;
  5. The use provides adequate vision clearance, as required in Section 10-3B-2, subsection N, and shall not obstruct pedestrian access on public streets;
  6. Ingress and egress are safe and adequate when combined with the other uses of the property; as required by Article 10-3B - Access and Circulation;
  7. The use does not create adverse, off-site impacts such as vehicle traffic, noise, odors, vibrations, glare, or lights that affect an adjoining use in a manner which other uses allowed outright in the zone do not affect the adjoining use; and
  8. The use is adequately served by public sewer and water, if applicable. (The applicant shall be responsible for obtaining any related permits.)
- B. Temporary Sales Office or Model Home. Using the Exempt project procedure under Article 10-4B, the Director / Designee may approve, approve with conditions, or deny an application for the use of any real property within the City as a temporary sales office, offices for the purpose of facilitating the sale of real property, or model home in any subdivision or tract of land within the City, based on the following criteria:
1. Temporary sales office:
    - a. The use will be for no other purpose other than those described above; and

- b. The temporary sales office shall be located within the boundaries of the subdivision or tract of land in which the real property is to be sold; and
- c. The property to be used for a temporary sales office shall not be permanently improved for that purpose and shall be removed or the sales office use shall be discontinued upon sell-out of the subdivision or tract of land, unless the temporary sales office is located within a model house where the use shall comply with the requirements in subsection "2-c" below; and
- d. The temporary sales office may be located in the model house defined below.

2. Model house:

- a. The model house shall be located within the boundaries of the subdivision or tract of land where the real property to be sold is situated; and
- b. The model house shall be designed as a permanent structure that meets all relevant requirements of this Code; and
- c. The model house use shall be discontinued and the structure shall be converted to a saleable house, if necessary, after a period of three (3) years, unless the phase in which the model house is located is less than 80% sold- out in which case, the Director may grant up to two, one (1) year extensions for the model house use. If the model house contains a temporary sales office, the time limits specified above for the model house shall apply.

C. Temporary Building. Using the Exempt project procedure, as governed by Article 10-4B, the Director / Designee may approve, approve with conditions or deny an application for a temporary trailer or prefabricated building for use on any real commercial or industrial property within the City as a temporary commercial or industrial office or space associated with the primary use on the property, based on the following criteria:

- 1. The temporary trailer or prefabricated building will be for no other purpose other than those described above;
- 2. The temporary trailer or building shall be located within the boundaries of the parcel of land on which it is located;
- 3. The primary use on the property on which the temporary trailer or pre-fabricated building is to be located is already developed;
- 4. Ingress and egress are safe and adequate when combined with the other uses of the property, as required by Article 10-3B - Access and Circulation;
- 5. There is adequate parking for the customers or users of the temporary use, as required by Article 10-3D - Vehicle and Bicycle Parking;
- 6. The use will not result in vehicular traffic congestion on streets;
- 7. The use will pose no hazard to pedestrians in the area of the use;

8. The use does not create adverse off-site impacts including vehicle traffic, noise, odors, vibrations, glare, or lights that affect an adjoining use in a manner which other uses allowed outright in the zone do not affect the adjoining use; and
9. The building complies with applicable building codes;
10. The use can be adequately served by public sewer and water, if applicable. (The applicant shall be responsible for obtaining any related permits); and
11. The length of time that the temporary building will be used does not exceed one (1) year, unless approved for an extended period of time by the Director. When a temporary building exceeds this time frame, the applicant shall be required to remove the building, or renew the temporary use permit.

D. Mobiles Sales / Concessions. Using the Exempt project procedure under Article 10-4B, the Director / Designee shall approve, approve with conditions, or deny a temporary use permit for a mobile food service establishment or mobile sales booth, based on the following criteria:

1. Mobile food service establishment:

- a. A truck, trailer, or cart located in a non-permanent fixed location utilized primarily for the sale of food;
- b. Only permitted on public property or within the public right-of-way when associated with a community event as defined in this Code and determined by the City, or when associated with sports league play; the City has the right to limit the number of mobile food service establishments and types of products;
- c. ~~Only~~ May be permitted on private property when associated with a temporary carnival or fair, parking lot or sidewalk sale, non-profit fundraiser, or a community event as defined in this Code and determined by the City;
- d. May be permitted on private property when explicitly allowed within the zoning district of the proposed location, and subject to the standards of that zoning district.
- e. Mobile food service establishments associated with a special event cannot be utilized on public or private property for more than twenty one (21) consecutive days or the duration allowed within any one year for Seasonal and Special Events above, unless approved for an extended period of time by the Director / Designee;
- f. Temporary use permits for mobile food service establishments that are explicitly allowed within the zoning district shall be remain in effect for a period of one year. When the permit expires, the applicant shall be require to renew the temporary use permit, or remove the mobile food service establishment.
- g. A site plan must be submitted and the mobile food service establishment will only be permitted in a location approved by the City that allows for safe pedestrian, vehicular, and emergency access;

- h. The mobile food service establishment shall contain at least one functional fire extinguisher;
- i. The mobile food service establishment must have a trash and garbage disposal container capable of holding all trash and garbage generated by the operation of the concession. The container shall be emptied periodically as necessary in order to ensure, at all times, public access and use of the container;
- ~~j.~~ j. The applicant must provide proof that the property-owner gave permission to use his/her property in the proposed manner; ~~and~~
- ~~j.k.~~ j.k. Proper Health Department and City regulations, permits, and approvals must be obtained and complied with; ~~and,~~
- l. Hours of operation for the mobile concession shall be limited to the hours of operation of the principal use associated with the subject property, except when associated with a community event, in which case the hours of operation for the mobile concession shall be limited to the hours of operation of that community event.

2. Mobile sales booth:

- a. A booth (including trailer, canopy, or display area) utilized for the sale or display of goods or services located in a non-permanent fixed location;
- b. Only permitted on public property or within the public right-of-way when associated with a community event as defined in this Code and determined by the City;
  - 1. The City has the right to limit the number of vendors and types of products and services.
  - ~~4.2.~~ 4.2. The following products and services shall be prohibited and on-site enforcement of the prohibition shall be conducted by the Liberty Lake Police Department:
    - Adult oriented merchandise or services
    - Drug paraphernalia
    - Hazardous materials
    - Illegal merchandise or services
    - Tobacco
    - Weapons
    - Similar products and services as listed above, as determined by the Director / designee;
- c. Only permitted on private property when associated with a temporary carnival or fair, parking lot or sidewalk sale, non-profit fundraiser, or a community event as defined in this Code and determined by the City;
- d. Mobile sales booths cannot be utilized on public or private property for more than twenty one (21) consecutive days or the duration allowed within any one year for Seasonal and Special Events above, unless approved for an extended period of time by the Director / Designee;
- e. A site plan must be submitted and the mobile sales booth will only be permitted

in a location approved by the City that allows for safe pedestrian, vehicular, and emergency access;

- f. The applicant must provide proof that the property-owner gave permission to use his/her property in the proposed manner; and
- g. City regulations, permits, and approvals must be obtained and complied with.

- 3. The requirement for individual permits for mobile sales/concessions vendors within a larger non-profit special event may be waived, provided the mobile sales/concessions have been addressed in the Seasonal and Special Event permit application and site plan associated with that event, as required in paragraph A of this section.

**CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 168 A**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON,  
ESTABLISHING CRITERIA FOR ACCEPTING DONATIONS ~~FOR PARKS,  
FACILITIES, AND RECREATION PROGRAMS~~**

**MADE TO THE CITY OF LIBERTY LAKE, WASHINGTON**

WHEREAS, the City Council recognizes the need to promote community involvement and active participation in quality of life components throughout the community; and

WHEREAS, the City Council recognizes the need to establish a fair, equitable, and uniform procedure for which gifts may be donated to the City; and

WHEREAS, the City Council is desirous of establishing criteria for accepting ~~certain~~ gifts or donations ~~for its parks, facilities, and recreation programs.~~

NOW THEREFORE, the City Council of the City of Liberty Lake, Washington does ordain as follows:

**Section 1. Acceptance of donations of cash or tangible items**

**CITY MANAGER**

- A. The Mayor or ~~his/her designee~~ will review the acceptability of any donation and determine if the benefits to the City are appropriate and acceptable under all City rules and regulations, and applicable federal and state law.
- B. Evaluation criteria may include: 1) consideration of any immediate or initial expenditure required in order to accept the donation, 2) the potential and extent of the City's obligation to maintain the donation, 3) the community benefit derived from the gift or donation; and 4) ethical appropriateness of donation.
- C. The City ~~shall~~ <sup>**COUNCIL**</sup> maintain the final authority to accept, or deny any gift or donation.

**Section 2. Types of Donations.** Donations may be received in the form of cash, real, or personal property. Donations shall be designated as either a Restricted or Unrestricted donation. Restricted donations are those donations that the donor specifically designates for a particular purpose, use, or location. Unrestricted donations shall mean those donations that are donated to the City for unspecified purpose, use, or location.

**A. Cash Gifts**

~~1. All~~ Cash gifts or donations ~~of cash less than \$10,000~~ may be reviewed and accepted by the ~~Mayor, or his/her designee.~~ **BY THE CITY COUNCIL**

~~2. Cash gifts or donations of \$10,000 and above may be reviewed and accepted by the City Council.~~

- ~~23.~~ Cash gifts or donations shall be designated as restricted or unrestricted donations.
- ~~34.~~ Unless specifically designated as a restricted donation, cash gifts reviewed and accepted by the City shall impose no obligation to use the donated funds for the specified purpose, use, or location.

B. Trees

1. Tree donations add beauty to City parks and facilities. Trees may be donated and installed at City parks and other locations in the City at the recommendation of ~~the Mayor, or his/her designee.~~ THE CITY PLANNING DEPARTMENT AND AS APPROVED BY THE CITY COUNCIL
2. ~~The minimum size of tree donations must be at least 2 inch caliper or 6 feet tall (evergreens) unless specifically waived in writing by the Mayor, or his/her designee.~~ REPLACED WITH APPROPRIATE LANGUAGE FROM CITY'S TREE ORDINANCE
3. Tree donations shall be limited to specific species established in the City Development Code ~~or otherwise approved by the Mayor, or his/her designee.~~ OR CONSISTENT WITH THE CITY'S TREE ORDINANCE

C. Benches

Benches may be donated and installed in different areas of the City. Prior to the installation, the ~~Mayor, or his/her designee~~ shall approve the type, style, design, and location of all donated benches on City property or public right-of-way.

PARKS AND RECREATION DIRECTOR

D. Park, Public Improvement, and Street Amenities

Public improvements or other amenities such as drinking fountains, tables, and other equipment that will improve public places in City parks, public buildings, streets, walkways, and trails may be donated to the City.

1. Donation of public improvements or amenities ~~valued at less than \$10,000~~ may be reviewed and accepted by ~~the Mayor, or his/her designee.~~ THE CITY COUNCIL
- ~~2. Donation of public improvements or amenities valued at \$10,000 or more shall be reviewed and accepted by the City Council~~

**Section 3. Naming Rights.** Donors may receive certain naming rights on capital improvement projects for which any donation matches or exceeds seventy-five percent (75%) of the total budgeted cost for the designated area benefiting from the donation. All such donations shall be submitted to the City Council for review and acceptance, including the proposed name to be applied to the project(s).

**Section 4. Sponsorships.** Special events and programs are recognized as fund-raising activities. Where donations or sponsorships of a special event or program will require special recognition to provide recreational opportunities, corporate or organized sponsors may be recognized by use the company name and/or logos on certain event banners and signage. Signs and literature at all special events and programs shall be at the discretion of the director of the appropriate City department. The size, scale and location of corporate logos and names should not dominate the

facilities or area. Company logos or names shall not be displayed in such a manner that would, in any way, suggest the endorsement of the City employees, or representatives of the City.

**Section 5. Right to Deny.** The City of Liberty Lake <sup>COUNCIL</sup> reserves the right to deny any donation if, upon review, acceptance of the donation is determined to be not in the best interest of the City. ~~The City shall maintain the final authorization to accept or deny any donation.~~

**Section 6. Special Privileges.** Making a donation or co-sponsoring a special event or program shall not allow, permit, enable, impose, oblige, or entitle a sponsor or donor to any special privileges other than those stated in this ordinance. Special privileges may include City recognition, allowing certain displays at special events, or receipt of plaques, unless otherwise agreed upon and approved by the ~~Mayor, or his/her designee~~ or the City Council, where appropriate.

**Section 7. Donation/Sponsorship Guide.** The Recreation Department shall periodically make available a Donation/Sponsorship Guide containing prices and ideas for public sponsorships and/or donations.

**Section 8. Acknowledgements**

- A. Letter to donor accepting donation;
- B. Where applicable, recognition of donations may be made at City Council meetings; and
- C. Plaques may be reserved for donations subject to the following criteria and approval of the City:<sup>COUNCIL</sup>
  1. Donors providing donations valued at \$1,000 to less than \$3,999 may elect to provide a dedicatory plaque not exceeding 2" x 6" with a name designated by the donor preceded by one of the following: "Donated by", "Donated for", or "In recognition of";
  2. Donors providing donations valued at \$4,000 or greater may elect to provide a dedicatory plaque not exceeding 5" x 7" with name, date and dedication wording. All plaque content must be approved by the Mayor, or ~~his/her designee~~; <sup>THE PARKS AND RECREATIONAL DEPARTMENT HEAD</sup>
  3. All plaques expenses shall be borne by the donor. The City shall assume ownership and maintenance of the donated item and plaque, but the City shall not assume plaque replacement costs, including any damage due to vandalism or theft. All plaques shall remain as a donated item during its useful life. The City reserves the right to remove and/or relocate the donated item at all times;
  4. All plaque information will be entered on the Donation/Sponsorship Guide order form and ordered by the City. The donor shall be required to compensate the City for all plaque related expenses prior to being ordered.

**Section 9. Severability.** If any section, sentence clause or phrase of this ordinance and attachments hereto shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of the ordinance.

**Section 10. Administration and Enforcement**

A. Administration. The <sup>CITY</sup> ~~Mayor, or his/her designee~~ shall be responsible for the administration of this ordinance. ~~Donations shall be reviewed prior to acceptance to ensure the donation conforms to the standards established in this ordinance.~~

B. Enforcement. Donations that do not conform to the standards contained in this ordinance shall be subject to denial until donation proposal is brought into conformance therewith.

**Section 10. Effective Date.** This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this 19th day of February, 2008.

~~Wendy Van Orman~~  
Mayor, Wendy Van Orman

ATTEST:

~~Cynthia Smith~~  
City Clerk, Cynthia Smith

Approved As To Form:

~~Sean Boutz~~  
City Attorney, Sean Boutz

Date of Publication: ~~2/28/08~~

Effective Date: ~~3/4/08~~



## DONATION FORM

### **SECTION 1: DONOR INFORMATION**

---

Donor(s) Name: \_\_\_\_\_

Donor(s) Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **SECTION 2: DONATION CLASSIFICATION**

---

The undersigned donor(s) hereby donates to the City of Liberty Lake, Washington the amount of \$\_\_\_\_\_ which said donation shall be considered accepted upon approval from the ~~Mayor~~ **CITY COUNCIL** and receipt of the funds by the City.

OR

The undersigned donor(s) hereby donates \_\_\_\_\_ with a fair market value of \$\_\_\_\_\_ which said donation shall be considered accepted upon approval from the ~~Mayor~~ **CITY COUNCIL** and receipt of the item(s) by the City.

*Please attach any receipts or documentation establishing the fair market value amount.*

### **SECTION 3: PURPOSE OF DONATION**

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The City represents that it is a duly organized and existing municipal corporation of the State of Washington and that the donated funds will be used to the extent possible only for the following public purposes: *(Attach a separate statement if more space is required.)*

---

**CERTIFICATION**

I, the undersigned City Clerk of the City of Liberty Lake, of Spokane County, Washington, HEREBY CERTIFY that the foregoing Ordinance is a full, true and correct copy of Ordinance No. 168 duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting placed thereof on February 19, 2008 of which meeting all members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council Members: (7) Unanimous

NAYS, Council Members: None

ABSENT, Council Members: None

ASTAINED, Council Members: None

CITY OF LIBERTY LAKE

*Cynthia Smute*

\_\_\_\_\_  
CITY CLERK

# **ACTION ITEMS**

City of Liberty Lake

Consent Agenda for May 7, 2019  
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through May 7, 2019

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
	<b>See attached voucher report.</b>	
Total vouchers through May 7, 2019		\$916,411.66
April payroll & benefits		\$ 345,311.47
	<b>TOTAL</b>	<b><u><u>\$ 1,261,723.13</u></u></b>

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

Time: 07:07:27 Date: 05/01/2019

MCAG #: 2757

05/07/2019 To: 05/07/2019

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>1572</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>CITY SERVICE VALCON-CREDIT CARD</b>	<b>813.87</b>	<b>FUEL</b>
					110 - 542 90 32 00 - Maint Admin & Overhead Fuel	249.31	
					311 - 594 18 60 01 - Capital Expenditures/Expenses	564.56	
<b>1573</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>HOME DEPOT CREDIT SERVICES</b>	<b>3,310.88</b>	<b>MATERIALS</b>
					001 - 518 30 31 00 - Centralized Services Supplies	95.61	CH LT BULBS,BEE TRAPS
					001 - 518 30 31 00 - Centralized Services Supplies	79.00	CH LADDER
					001 - 518 30 31 00 - Centralized Services Supplies	71.36	LLML FAUCET,ELECTRICAL COVER,TOILET SEAT REPAIR
					001 - 518 30 31 00 - Centralized Services Supplies	117.02	SUPPLIES
					001 - 518 30 31 00 - Centralized Services Supplies	3.25	CH,LLPD,LLML A/C & FURNACE STICKERS
					001 - 518 30 31 00 - Centralized Services Supplies	90.58	LLML READING GARDEN LIGHTS
					001 - 518 30 31 00 - Centralized Services Supplies	152.00	CLEAN SUPPLIES
					110 - 542 30 31 00 - Roadway Supplies	67.35	COLD PATCH
					110 - 542 30 31 00 - Roadway Supplies	125.77	SUPPLIES
					410 - 542 70 31 00 - Roadside Supplies	76.07	COLD MIX
					110 - 542 70 31 01 - Roadside Supplies	34.77	SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	19.58	BREAKRM COMPUTER INTERNET
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	7.24	TOOLS
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	154.98	SHOP SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	45.89	HORT SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	42.83	REPLACEMENT BATTERIES,SAWZALL BLADES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	17.41	HEDGE TRIMMER
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	41.33	HAND TOOLS
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	31.55	CHANNELLOCKS,DUST PAN
					110 - 553 60 31 10 - Weed Control Supplies	71.81	ROUNDUP
					001 - 571 00 31 04 - Special Events Supplies	25.87	BAG CUTTERS
					420 - 576 61 31 03 - Maintenance Supplies	19.58	BREAKRM COMPUTER INTERNET
					420 - 576 61 31 03 - Maintenance Supplies	42.04	TOOLS,BATTERIES
					420 - 576 61 31 03 - Maintenance Supplies	60.69	SUPPLIES
					420 - 576 61 31 03 - Maintenance Supplies	128.55	SHOP SUPPLIES
					420 - 576 61 31 03 - Maintenance Supplies	41.33	HAND TOOLS
					420 - 576 65 31 01 - Maintenance Of Golf Course	65.95	SPRAY PAINT,SAND PAPER
					420 - 576 65 31 01 - Maintenance Of Golf Course	10.38	SHOP SUPPLIES
					420 - 576 65 31 01 - Maintenance Of Golf Course	45.86	HORT SUPPLIES
					420 - 576 65 31 01 - Maintenance Of Golf Course	50.53	QUIKRETE DRIVING RANGE
					420 - 576 65 31 01 - Maintenance Of Golf Course	89.24	GLOVES
					420 - 576 65 31 01 - Maintenance Of Golf Course	42.82	REPLACEMENT BATTERIES,SAWZALL BLADES
					420 - 576 65 31 01 - Maintenance Of Golf Course	17.41	HEDGE TRIMMER
					420 - 576 65 31 01 - Maintenance Of Golf Course	179.27	SIGNAGE/HAND TOOL
					420 - 576 65 41 00 - Professional Services-Golf Gre	108.46	RENT AUGER FOR POSTS
					420 - 576 65 41 00 - Professional Services-Golf Gre	75.14	PLATE COMPACTOR
					001 - 576 80 31 01 - Parks Supplies	19.58	BREAKRM COMPUTER INTERNET
					001 - 576 80 31 01 - Parks Supplies	7.24	TOOLS
					001 - 576 80 31 01 - Parks Supplies	325.04	SHOP SUPPLIES
					001 - 576 80 31 01 - Parks Supplies	45.86	HORT SUPPLIES
					001 - 576 80 31 01 - Parks Supplies	42.82	REPLACEMENT BATTERIES,SAWZALL BLADES
					001 - 576 80 31 01 - Parks Supplies	17.41	HEDGE TRIMMER
					001 - 576 80 31 01 - Parks Supplies	41.33	HAND TOOLS
					001 - 576 80 31 15 - Ballfields Supplies	18.20	HOSE BIB FITTINGS
					001 - 576 80 31 15 - Ballfields Supplies	139.71	CLNG SUPPLIES,WEED CNTRL
					001 - 576 80 31 15 - Ballfields Supplies	17.16	TAPE
					001 - 576 80 31 35 - Town Square Supplies	48.61	CLEANING SUPPLIES
					001 - 576 80 31 35 - Town Square Supplies	28.98	RR SUPPLIES

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 07:07:27 Date: 05/01/2019

MCAG #: 2757

05/07/2019 To: 05/07/2019

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 576 80 31 45 - Orchard Park Supplies			88.23	RR KEYS/LOCKS
			001 - 576 80 31 45 - Orchard Park Supplies			66.48	STAKES
			001 - 576 80 31 55 - Rocky Hill Park Supplies			55.71	IRRIG/CLNG SUPPLIES
<b>1574</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>O'REILLY AUTO PARTS</b>		<b>Take 2% discount</b>
<b>1575</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>PURCHASE POWER</b>	<b>300.00</b>	<b>REPLENISH PETTY CASH</b>
			001 - 514 23 42 00 - Administrative Services-Telepl			96.16	
			001 - 521 10 42 00 - Law Enforcement-Telephone,In			9.20	
			001 - 572 10 42 00 - Library-Telephone,Internet,Pos			194.64	
<b>1576</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>WILBUR-ELLIS COMPANY LLC</b>	<b>3,463.57</b>	<b>MATERIALS</b>
			001 - 518 30 31 00 - Centralized Services Supplies			64.46	FERTILIZER
			410 - 542 40 31 00 - Drainage Supplies			547.89	FERTILIZER
			110 - 542 70 31 01 - Roadside Supplies			644.58	FERTILIZER
			420 - 576 65 31 01 - Maintenance Of Golf Course			240.67	SEED
			001 - 576 80 31 15 - Ballfields Supplies			870.19	FERTILIZER
			001 - 576 80 31 25 - Pavillion Park Supplies			547.89	FERTILIZER
			001 - 576 80 31 35 - Town Square Supplies			32.22	FERTILIZER
			001 - 576 80 31 55 - Rocky Hill Park Supplies			515.67	FERTILIZER
<b>1577</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>XEROX CORPORATION</b>	<b>439.01</b>	<b>BLACK/COLOR BILLABLE PRINTS 3/21-4/21/19</b>
			001 - 514 23 41 00 - Administrative Services-Profes			439.01	
<b>1664</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>O'REILLY AUTO PARTS</b>	<b>373.44</b>	<b>MATERIALS</b>
			110 - 542 30 31 00 - Roadway Supplies			-0.30	DISCOUNT
			110 - 542 30 31 00 - Roadway Supplies			15.24	MALVERN SPEEDING ISSUE
			110 - 542 70 31 01 - Roadside Supplies			-0.94	DISCOUNT
			110 - 542 70 31 01 - Roadside Supplies			46.82	BATTERY FERTILIZER SPREADER
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			106.86	SHOP SUPPLIES
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			-2.13	DISCOUNT
			420 - 576 61 31 03 - Maintenance Supplies			106.88	SHOP SUPPLIES
			420 - 576 61 31 03 - Maintenance Supplies			-2.13	DISCOUNT
			001 - 576 80 31 01 - Parks Supplies			106.85	SHOP SUPPLIES
			001 - 576 80 31 01 - Parks Supplies			-3.71	DISCOUNT
<b>1578</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28188</b>	<b>ABACUS ELECTRIC</b>	<b>161.90</b>	<b>MONUMENT LIGHT REPAIR</b>
			110 - 542 70 41 00 - Roadside Professional Services			161.90	
<b>1579</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28189</b>	<b>ALLIED FIRE AND SECURITY</b>	<b>257.81</b>	<b>SERVICES</b>
			001 - 518 30 41 00 - Central Services-Professional S			107.96	CH SECURITY 12/27/18-2/28/19
			001 - 518 30 41 00 - Central Services-Professional S			149.85	CH SECURITY 3/1-5/31/19
<b>1580</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28190</b>	<b>AMA GOLF</b>	<b>638.72</b>	<b>PRO SHOP ITEMS</b>
			420 - 576 61 34 01 - Pro Shop Merchandise			638.72	
<b>1581</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28191</b>	<b>AMAZON</b>	<b>4,643.50</b>	<b>MATERIALS</b>
			001 - 518 30 31 00 - Centralized Services Supplies			22.83	MSDS BOOK DIVIDERS
			001 - 518 30 31 00 - Centralized Services Supplies			799.31	CH MTG RM TV SETUP
			001 - 518 30 31 00 - Centralized Services Supplies			19.57	REESE TOWPOWER
			001 - 521 10 31 00 - Law Enforcement Supplies			33.71	DOOR CHIME
			001 - 521 10 31 00 - Law Enforcement Supplies			195.95	STREAMLIGHT BATTERY STICK
			001 - 521 10 31 00 - Law Enforcement Supplies			77.06	OFFICE SUPPLIES
			110 - 542 66 31 00 - Snow And Ice Control Supplie:			47.86	ICE MELT
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			93.30	OFFICE,SHOP SUPPLIES
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			112.11	TRAILER PARTS
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			80.80	COMPUTER
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			50.76	GAS CANS
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			18.39	UTILITY CARTS
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			15.60	STAFF SUPPLIES
			001 - 572 10 31 00 - Library Supplies			805.53	OFFICE SUPPLIES

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 07:07:27 Date: 05/01/2019

MCAG #: 2757

05/07/2019 To: 05/07/2019

Page: 3

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 572 10 31 05		Children & Adult Prgrm Suppl	315.12	CRAFT SUPPLIES
		001 - 572 10 31 05		Children & Adult Prgrm Suppl	97.83	FRIENDS OF THE LIBRARY CRAFT SUPPLIES
		001 - 572 20 34 06		Library Books & Other Materi	460.73	BOOKS,DVDS
		420 - 576 61 31 03		Maintenance Supplies	206.22	OFFICE,SHOP SUPPLIES
		420 - 576 61 31 03		Maintenance Supplies	80.81	COMPUTER
		420 - 576 61 31 03		Maintenance Supplies	50.76	GAS CANS
		420 - 576 61 31 03		Maintenance Supplies	15.60	STAFF SUPPLIES
		420 - 576 61 31 04		Facilities Supplies	74.13	TOILET PAPER
		001 - 576 80 31 01		Parks Supplies	237.67	OFFICE,SHOP SUPPLIES
		001 - 576 80 31 01		Parks Supplies	99.99	STAFF GEAR
		001 - 576 80 31 01		Parks Supplies	188.42	INK
		001 - 576 80 31 01		Parks Supplies	80.80	COMPUTER
		001 - 576 80 31 01		Parks Supplies	50.76	GAS CANS
		001 - 576 80 31 01		Parks Supplies	15.60	STAFF SUPPLIES
		001 - 576 80 31 25		Pavillion Park Supplies	247.15	SUPPLIES
		001 - 576 80 31 25		Pavillion Park Supplies	10.89	FLAG POLE KEYS
		001 - 576 80 31 25		Pavillion Park Supplies	19.12	TENNIS STRAPS
		001 - 576 80 31 55		Rocky Hill Park Supplies	19.12	TENNIS STRAPS
<b>1582</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28192 ARROW CONSTRUCTION SUPPLY INC</b>	<b>836.85</b>	<b>MATERIALS</b>
		110 - 542 90 31 00		Maint Admin & Overhead Sup	108.79	SAFETY SUPPLIES
		420 - 576 61 31 03		Maintenance Supplies	108.79	SAFETY SUPPLIES
		001 - 576 80 31 01		Parks Supplies	108.79	SAFETY SUPPLIES
		001 - 576 80 31 15		Ballfields Supplies	182.69	STRIPING PAINT
		311 - 594 76 62 02		Capital Expenditures - Building	327.79	PUBLIC WORK YARD
<b>1583</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28193 AW REHN &amp; ASSOCIATES</b>	<b>3,676.44</b>	<b>SERVICES</b>
		502 - 517 30 29 00		Health Insurance Services	3,676.44	EMPLOYER FUNDING NOTIFICATION 4/22-28/19
<b>1584</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28194 BARBARA L BARKER</b>	<b>29.06</b>	<b>SPOKANE RIVER FORUM CONF MILEAGE/PARKING</b>
		001 - 558 50 43 00		CP&ED Travel-Lodging,Meals	29.06	
<b>1585</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28195 BEST BUY BUSINESS ADVANTAGE ACCOUNT</b>	<b>174.23</b>	<b>SPORT XL WATERPROOF PORTABLE SOUND SYS</b>
		001 - 521 10 35 00		Law Enforcement Small Tools	174.23	
<b>1586</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28196 BROWN BEARING COMPANY INC</b>	<b>140.07</b>	<b>MATERIALS</b>
		110 - 542 90 31 00		Maint Admin & Overhead Sup	140.07	KUBOTA TRACTOR PARTS
<b>1587</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28197 BTAC ACQUISITION CORP</b>	<b>1,315.29</b>	<b>BOOKS; BOOKS</b>
		001 - 572 20 34 06		Library Books & Other Materi	363.37	
		001 - 572 20 34 06		Library Books & Other Materi	951.92	
<b>1588</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28198 CENTURYLINK</b>	<b>81.66</b>	<b>TH PHONE 4/5-5/19</b>
		420 - 576 61 42 01		Golf Pro Shop-Telephone,Inter	81.66	
<b>1589</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28199 CIVICPLUS</b>	<b>5,469.84</b>	<b>ANNUAL FEE HOSTING/SUPPORT,SSL CERT,WEBSITE RECURRING REDESIGN</b>
		001 - 514 23 41 00		Administrative Services-Profes	5,469.84	
<b>1590</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28200 CLEANCO CARPET WINDOW &amp; AIR DUCT CLEANIN</b>	<b>1,538.44</b>	<b>CH,LLML CARPET CLEANING</b>
		001 - 518 30 41 00		Central Services-Professional S	1,538.44	
<b>1591</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28201 COBRA PUMA GOLF INC</b>	<b>82.03</b>	<b>SPECIAL ORDER C CERESERO17940</b>
		420 - 576 61 34 01		Pro Shop Merchandise	82.03	

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

05/07/2019 To: 05/07/2019

Time: 07:07:27 Date: 05/01/2019  
Page: 4

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1592	05/07/2019	Claims	3	28202	CONSOLIDATED IRRIGATION DISTRICT 19	51.00	UTILITIES
					001 - 576 80 47 45 - Orchard Park Utilities-Elec/Ga:	51.00	
1593	05/07/2019	Claims	3	28203	DATAPRO SOLUTIONS INC	257.04	SERVICES
					001 - 514 23 41 00 - Administrative Services-Profes	257.04	AOD HOSTING 63 EMPLOYEES
1594	05/07/2019	Claims	3	28204	DEERE & COMPANY	17,450.92	GATOR UTILITY VEHICLES-2
					001 - 594 76 64 01 - Parks-Furniture,Computers&Et	17,450.92	ORCHARD EQUIP
1595	05/07/2019	Claims	3	28205	DEMCO	36.67	PAPERFOLD JACKET
					001 - 572 10 31 00 - Library Supplies	36.67	
1596	05/07/2019	Claims	3	28206	DIRECTV	164.88	SATELLITE TV 4/9-5/8/19
					420 - 576 61 47 00 - Golf Utilities-Elec/Gas,Wtr/Sw	164.88	
1597	05/07/2019	Claims	3	28207	EMPLOYMENT SECURITY DEPARTMENT	5,585.04	Q1 '19 UNEMPLOYMENT CLAIMS
					501 - 517 76 20 00 - Unemployment Compensation	5,585.04	
1598	05/07/2019	Claims	3	28208	ENVIRONMENT WEST INC	728.57	ARBOR DAY TREES
					001 - 576 80 31 02 - Grant-Arbor Day	728.57	
1599	05/07/2019	Claims	3	28209	ERANGE INC	187.22	DRIVING RANGE READER
					420 - 576 61 31 00 - Pro Shop Supplies	187.22	
1600	05/07/2019	Claims	3	28210	EVERGREEN SAFETY COUNCIL	495.00	WILLIAMS, STEPHEN WA TRAFFIC CNTRL SUPERVISOR CERT
					110 - 542 90 49 00 - Maint Admin & Overehad Reg	495.00	
1601	05/07/2019	Claims	3	28211	EXECUTECH UTAH LLC	2,431.74	IT SVCS
					001 - 518 80 41 00 - Information Technology Servic	2,431.74	
1602	05/07/2019	Claims	3	28212	FREE PRESS PUBLISHING INC	63.25	LEGAL ADS
					001 - 511 60 41 00 - Legislative - Professional Servi	38.25	ORD 257
					001 - 511 60 41 00 - Legislative - Professional Servi	25.00	NOTICE OF PUBLIC HEARING SALARY COMMISSION
1603	05/07/2019	Claims	3	28213	GALLS LLC	176.42	NGUYEN, TUAN DUTY HOLSTER
					001 - 521 22 26 11 - Uniforms-Duty & Reserv	176.42	
1604	05/07/2019	Claims	3	28214	GOLD SEAL MECHANICAL	413.78	SERVICES
					001 - 576 80 41 35 - Town Square-Professional Serv	413.78	WATER REPAIR
1605	05/07/2019	Claims	3	28215	GREATER SPOKANE VALLEY CHAMBER		WRONG VENDOR
1606	05/07/2019	Claims	3	28216	GREENACRES GYPSUM & LIME CO INC	364.82	MATERIALS
					001 - 576 80 31 15 - Ballfields Supplies	364.82	MARKING CHALK
1607	05/07/2019	Claims	3	28217	HORNUNGS GOLF PRODUCTS INC	206.72	REGRIIP SUPPLIES,PRO SHOP ITEMS
					420 - 576 61 31 00 - Pro Shop Supplies	75.17	
					420 - 576 61 34 01 - Pro Shop Merchandise	131.55	
1608	05/07/2019	Claims	3	28218	HRA VEBA TRUST	2,000.00	CONTRIBUTION ANITA M EYLAR
					001 - 576 80 28 06 - HRA VEBA	2,000.00	
1609	05/07/2019	Claims	3	28219	INTERNATIONAL INSTITUTE OF	170.00	SWENSON, ANN FULL MEMBER THROUGH 3/31/2020
					001 - 514 23 49 01 - Administrative Services-Dues,!	170.00	

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 07:07:27 Date: 05/01/2019

MCAG #: 2757

05/07/2019 To: 05/07/2019

Page: 5

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>1610</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28220</b>	<b>JENNIFER ZIEGLER PUBLIC AFFAIRS</b>	<b>2,000.00</b>	<b>APR CONSULTING SVCS</b>
					001 - 513 10 41 00 - Executive-Professional Service	2,000.00	
<b>1611</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28221</b>	<b>CHRISTOPHER L JOHNSTON</b>	<b>81.92</b>	<b>REIMBURSE SHIPPING E-RANGE PIN PAD</b>
					420 - 576 61 42 01 - Golf Pro Shop-Telephone,Inter	81.92	
<b>1612</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28222</b>	<b>CRISTELLA G KAMINSKAS</b>	<b>378.81</b>	<b>CONF/TRNG TRANSFORMING LOCAL GOV'T RENO NV MILEAGE,PER DIEM</b>
					001 - 511 60 43 00 - Legislative Travel-Lodging,Me	378.81	
<b>1613</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28223</b>	<b>MIKE T KENNEDY</b>	<b>329.00</b>	<b>TRANSFORMING LOCAL GOV'T CONF/TRNG PER DIEM 4/7-12/19</b>
					001 - 511 60 43 00 - Legislative Travel-Lodging,Me	329.00	
<b>1614</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28224</b>	<b>KPFF INC</b>	<b>57,828.33</b>	<b>PROF SVCS THROUGH 3/29/19</b>
					318 - 595 30 60 01 - Roads/Streets Const. & Other I	17,028.62	I-90 RAMP
					318 - 595 50 60 00 - Roads/Streets Const. & Other I	40,799.71	HARVARD BRIDGE WIDENING
<b>1615</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28225</b>	<b>KULLY SUPPLY INC</b>	<b>152.70</b>	<b>DRINKING FOUNTAIN PARTS</b>
					001 - 576 80 31 55 - Rocky Hill Park Supplies	152.70	
<b>1616</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28226</b>	<b>NATIONAL BARRICADE CO</b>	<b>2,610.87</b>	<b>MATERIALS</b>
					110 - 542 64 31 00 - Traffic Control Devices Suppli	160.63	KALAMA AVE STOP SIGN
					110 - 542 64 31 00 - Traffic Control Devices Suppli	143.75	CV&KRAMER CHANGE OVER
					110 - 542 64 31 00 - Traffic Control Devices Suppli	257.00	STOCK SUPPLIES
					110 - 542 66 31 00 - Snow And Ice Control Supplie:	272.25	WINTER DAMAGE
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	141.57	RETRACTABLE CONE BAR
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	171.43	SAFETY SUPPLIES
					420 - 576 61 31 03 - Maintenance Supplies	141.57	RETRACTABLE CONE BAR
					001 - 576 80 31 01 - Parks Supplies	141.57	RETRACTABLE CONE BAR
					001 - 576 80 31 01 - Parks Supplies	92.10	SAFETY SUPPLIES
					310 - 595 30 60 00 - Capital Expenditures/Expenses	1,089.00	MISSION EMERGENCY REPAIR
<b>1617</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28227</b>	<b>STEVEN W NILES JR</b>	<b>3,856.50</b>	<b>ORCHARD PARK RR ELECTRONIC LOCKS</b>
					001 - 594 76 63 12 - Orchard Park-Other Improvem	3,856.50	
<b>1618</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28228</b>	<b>NORTH 40 OUTFITTERS</b>	<b>467.93</b>	<b>MATERIALS</b>
					110 - 542 70 31 01 - Roadside Supplies	14.68	IRRIG SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	54.44	MOBILE FUEL TANK PUMP REPLACE
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	96.52	HORT SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	0.33	EQUIP PARTS
					420 - 576 61 31 03 - Maintenance Supplies	54.46	MOBILE FUEL TANK PUMP REPLACE
					420 - 576 65 31 01 - Maintenance Of Golf Course	96.53	HORT SUPPLIES
					001 - 576 80 31 01 - Parks Supplies	54.44	MOBILE FUEL TANK PUMP REPLACE
					001 - 576 80 31 01 - Parks Supplies	96.53	HORT SUPPLIES
<b>1619</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28229</b>	<b>NORTHWEST BUSINESS STAMP</b>	<b>41.35</b>	<b>CITY IDS ANITA EYLAR,BRANDON DEPAULO,ZACHARY SHERMAN</b>
					420 - 576 65 41 00 - Professional Services-Golf Gre	0.11	
					420 - 576 65 41 00 - Professional Services-Golf Gre	12.67	
					001 - 576 80 41 00 - Parks-Professional Services	0.11	STAFF SUPPLY
					001 - 576 80 41 00 - Parks-Professional Services	15.67	STAFF SUPPLY
					001 - 576 80 41 00 - Parks-Professional Services	0.11	
					001 - 576 80 41 00 - Parks-Professional Services	12.68	
<b>1620</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28230</b>	<b>NORTHWEST GOLF CARS INC</b>	<b>289.25</b>	<b>UMAX SPRAYER PARTS</b>
					110 - 542 70 31 01 - Roadside Supplies	289.25	

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

05/07/2019 To: 05/07/2019

Time: 07:07:27 Date: 05/01/2019  
Page: 6

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1621	05/07/2019	Claims	3	28231	OFFICE DEPOT	55.99	OFFICE SUPPLIES
					001 - 572 10 31 00 - Library Supplies	55.99	
1622	05/07/2019	Claims	3	28232	ORIENTAL TRADING COMPANY	40.15	PROGRAM MATERIALS
					001 - 572 10 31 05 - Children & Adult Prgrm Suppl	40.15	
1623	05/07/2019	Claims	3	28233	OTIS HARDWARE	4.38	MATERIALS
					420 - 576 61 31 04 - Facilities Supplies	4.38	KEY CUT
1624	05/07/2019	Claims	3	28234	PACIFIC GOLF & TURF	248.30	VERTICUTTER PARTS
					420 - 576 61 31 03 - Maintenance Supplies	248.30	
1625	05/07/2019	Claims	3	28235	PAR WEST TURF SERVICES INC	893.34	MATERIALS
					420 - 576 65 31 01 - Maintenance Of Golf Course	893.34	BALL WASHERS
1626	05/07/2019	Claims	3	28236	PARAMETRIX	14,465.00	PROF SVCS THROUGH 4/6/19
					311 - 594 18 60 01 - Capital Expenditures/Expenses	1,000.00	PUBLIC WORKS YARD
					310 - 594 76 63 09 - Capital Expenditures - Other In	13,465.00	NORTH FIELD IMPROVEMENTS
1627	05/07/2019	Claims	3	28237	PLANET TURF	663.20	MATERIALS
					420 - 576 65 31 01 - Maintenance Of Golf Course	336.50	FERTILIZER/SEED
					001 - 576 80 31 15 - Ballfields Supplies	326.70	INFIELD CONDITIONER
1628	05/07/2019	Claims	3	28238	PATRICIA L PRINCE	489.28	AWC HEALTHY WORKSITE SUMMIT MILEAGE,PER DIEM
					001 - 514 23 43 00 - Administrative Services Travel	489.28	
1629	05/07/2019	Claims	3	28239	PTERA INC	3,078.76	TELEPHONES 5/1-31/19
					001 - 518 30 41 00 - Central Services-Professional S	315.81	ONE TIME COST RUN CABLE MAINT SHOP
					001 - 518 30 42 00 - Central Services - Communicat	1,543.77	INTERNET,FIBER/CROSS CONNECT,PHONES,VOIP
					001 - 521 10 42 00 - Law Enforcement-Telephone,In	580.15	INTERNET,VOIP,PARK CAMERA RH&BF
					001 - 572 10 42 00 - Library-Telephone,Internet,Pos	393.35	INTERNET,VOIP,PHONES
					420 - 576 61 42 01 - Golf Pro Shop-Telephone,Inter	130.69	INTERNET,VOIP
					001 - 576 80 41 25 - Pavillion Park-Professional Ser	15.33	PP PARK CAMERA
					001 - 576 80 41 35 - Town Square-Professional Serv	15.33	TS PARK CAMERA
					001 - 576 80 41 45 - Orchard Park-Professional Serv	15.33	ORCHARD PARK CAMERA
					001 - 576 80 42 15 - Ballfields-Telephone,Internet,F	34.50	PARK CAMERAS/IRRIGATION
					001 - 576 80 42 55 - Rocky Hill Park-Telephone,Int	34.50	PARKCAMERAS/IRRIGATION
1630	05/07/2019	Claims	3	28240	QUALITY SERVICES INC	543.00	IEP PASSES 43361-43364,121051-121053,121276 ,121278
					001 - 589 30 00 05 - Inland Empire Pass Fees Remit	543.00	
1631	05/07/2019	Claims	3	28241	R&R PRODUCTS INC	6,009.14	MATERIALS
					420 - 576 61 31 03 - Maintenance Supplies	1,058.23	PARTS
					420 - 576 65 31 01 - Maintenance Of Golf Course	241.20	COURSE SUPPLIES
					420 - 594 76 64 00 - Golf-Furniture,Computers&Eq	4,709.71	COMPLETE STD VERTI-CUT UNIT
1632	05/07/2019	Claims	3	28242	SCREEN TEK	450.31	SERVICES
					001 - 571 00 41 05 - Special Events Professional Ser	0.16	SALES TAX INCREASE
					001 - 576 80 41 15 - Ballfields-Professional Service	281.25	PARK SIGNS
					001 - 576 80 41 45 - Orchard Park-Professional Serv	168.90	CONSTRUCTION SIGNS
1633	05/07/2019	Claims	3	28243	SENSKE LAWN & TREE CARE INC	81.68	SERVICES
					001 - 518 30 41 00 - Central Services-Professional S	81.68	LLML PEST CNTRL
1634	05/07/2019	Claims	3	28244	SHARP SHOOTING INDOOR RANGE	32.67	LARGE TARGET
					001 - 521 10 31 00 - Law Enforcement Supplies	32.67	

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 07:07:27 Date: 05/01/2019

MCAG #: 2757

05/07/2019 To: 05/07/2019

Page: 7

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>1635</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28245</b>	<b>SIR SPEEDY PRINTING</b>	<b>141.44</b>	<b>BUSINESS CARDS MAYOR PETERSON,ANITA EYLAR</b>
					001 - 513 10 31 00 - Executive Supplies	0.79	
					001 - 513 10 31 00 - Executive Supplies	69.93	
					001 - 576 80 41 00 - Parks-Professional Services	0.79	
					001 - 576 80 41 00 - Parks-Professional Services	69.93	
<b>1636</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28246</b>	<b>SITEONE LANDSCAPE SUPPLY LLC</b>	<b>1,052.32</b>	<b>MATERIALS</b>
					110 - 542 70 31 01 - Roadside Supplies	812.31	IRRIG SUPPLIES
					420 - 576 65 31 01 - Maintenance Of Golf Course	196.18	WATER KEYS
					420 - 576 65 31 01 - Maintenance Of Golf Course	43.83	IRRIG
<b>1637</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28247</b>	<b>SPOKANE COUNTY DIST</b>	<b>8,766.04</b>	<b>COURT FEES MAR '19</b>
					001 - 512 50 40 00 - Court Services	8,766.04	
<b>1638</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28248</b>	<b>SPOKANE COUNTY PARKS</b>	<b>20,000.00</b>	<b>'19 CONTRIBUTION TRAIL MAINT FUND</b>
					001 - 576 80 41 00 - Parks-Professional Services	20,000.00	
<b>1639</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28249</b>	<b>SPOKANE COUNTY TREASURER</b>	<b>596.05</b>	<b>SERVICES</b>
					001 - 554 30 41 00 - Animal Services	596.05	ANIMAL CONTRL SVCS MAY '19
<b>1640</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28250</b>	<b>SPOKANE HOUSE OF HOSE INC</b>	<b>178.57</b>	<b>MATERIALS</b>
					110 - 542 70 31 01 - Roadside Supplies	22.81	WATER TANK PARTS
					420 - 576 61 31 03 - Maintenance Supplies	22.81	WATER TANK PARTS
					420 - 576 61 31 03 - Maintenance Supplies	110.14	PARTS VERTICUTTER
					001 - 576 80 31 01 - Parks Supplies	22.81	WATER TANK PARTS
<b>1641</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28251</b>	<b>SPOKANE REGIONAL HEALTH DISTRICT</b>	<b>260.00</b>	<b>SPLASH PAD PERMIT</b>
					001 - 576 80 49 01 - Parks-Registration Fees,Mbrsh	260.00	
<b>1642</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28252</b>	<b>SUPPLYWORKS</b>	<b>291.58</b>	<b>PALENQUE PAPER TOWELS</b>
					420 - 576 61 31 04 - Facilities Supplies	291.58	
<b>1643</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28253</b>	<b>T-MOBILE</b>	<b>312.26</b>	<b>CELL PHONES 3/21-4/20/19</b>
					001 - 511 60 42 00 - Legislative-Telephone,Internet	173.79	
					110 - 542 90 42 00 - Maint Admin & Overhead Tele	-14.01	
					001 - 558 50 42 00 - CP&ED-Telephone,Internet,Po	24.31	
					001 - 576 80 42 00 - Parks-Telephone,Internet,Posta	128.17	
<b>1644</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28254</b>	<b>TAYLOR MADE GOLF COMPANY INC</b>	<b>33.32</b>	<b>PRO SHOP ITEMS</b>
					420 - 576 61 34 01 - Pro Shop Merchandise	33.32	
<b>1645</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28255</b>	<b>THE ANTIGUA GROUP INC</b>	<b>707.76</b>	<b>PRO SHOP ITEMS</b>
					420 - 576 61 34 01 - Pro Shop Merchandise	707.76	
<b>1646</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28256</b>	<b>THE SPOKESMAN REVIEW</b>	<b>189.80</b>	<b>CH SUBSCRIPTION 26 WKS</b>
					001 - 514 23 49 01 - Administrative Services-Dues,!	189.80	
<b>1647</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28257</b>	<b>TIRE-RAMA</b>	<b>45.60</b>	<b>SERVICES</b>
					110 - 542 90 41 00 - Maint Admin & Overhead Prof	15.20	LOF FORD DUMP TRUCK
					420 - 576 65 41 00 - Professional Services-Golf Gre	15.20	LOF FORD DUMP TRUCK
					001 - 576 80 41 00 - Parks-Professional Services	15.20	LOF FORD DUMP TRUCK
<b>1648</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28258</b>	<b>TOTAL PAVE INC</b>	<b>1,000.00</b>	<b>1 YR SUB ASPHALT MGMT SOFTWARE</b>
					110 - 594 42 64 00 - Capital Expenditures - Furnitur	1,000.00	
<b>1649</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28259</b>	<b>VALLEY TRANSFORMER INC</b>	<b>299.48</b>	<b>UTILITY BOX</b>
					001 - 594 76 60 00 - Capital Outlays Public Art	299.48	

# CHECK REGISTER

CITY OF LIBERTY LAKE

Time: 07:07:27 Date: 05/01/2019

MCAG #: 2757

05/07/2019 To: 05/07/2019

Page: 8

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
<b>1650</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28260</b>	<b>VARSITY BRANDS HOLDING CO INC</b>	<b>526.56</b>	<b>MATERIALS</b>
					001 - 571 00 41 05 - Special Events Professional Se	396.53	SPECIAL EVENT T-SHIRTS
					420 - 576 65 41 00 - Professional Services-Golf Gre	130.03	FLAG EMB
<b>1651</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28261</b>	<b>WASHINGTON RECREATION AND PARK</b>	<b>344.00</b>	<b>MEMBERSHIP EYLAR, ANITA;CAMP, JENNIFER</b>
					001 - 576 80 49 01 - Parks-Registration Fees,Mbrsh	344.00	
<b>1652</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28262</b>	<b>WHITLEY FUEL LLC</b>	<b>2,872.02</b>	<b>FUEL</b>
					110 - 542 90 32 00 - Maint Admin & Overhead Fuel	373.36	
					420 - 576 61 32 00 - Golf Course-Fuel Consumed	2,039.13	
					001 - 576 80 32 00 - Parks Fuel Consumed	459.53	
<b>1653</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28263</b>	<b>WILBERT PRECAST INC</b>	<b>980.10</b>	<b>BASE PED CROSSING</b>
					110 - 542 70 31 01 - Roadside Supplies	980.10	
<b>1654</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28264</b>	<b>WITTKOPF ENTERPRISES INC</b>	<b>681.51</b>	<b>MATERIALS</b>
					420 - 576 61 31 04 - Facilities Supplies	1.80	TH PARKING LOG GRAVEL
					420 - 576 61 31 04 - Facilities Supplies	166.64	TH PARKING LOT GRAVEL
					001 - 576 80 31 15 - Ballfields Supplies	13.99	TREE RING BARK
					311 - 594 18 60 01 - Capital Expenditures/Expenses	5.17	PUBLIC WORKS YARD BASALT CHIP
					311 - 594 18 60 01 - Capital Expenditures/Expenses	493.91	PUBLIC WORKS YARD BASALT CHIP
<b>1655</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28265</b>	<b>XO COMMUNICATIONS</b>	<b>16.01</b>	<b>LL DOMAIN 2/1-28/19</b>
					001 - 518 30 42 00 - Central Services - Communicat	16.01	
<b>1656</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28266</b>	<b>BACON CONCRETE INC</b>	<b>715,995.70</b>	<b>ORCHARD PARK 10/26/18-4/30/19</b>
					314 - 594 76 61 01 - Orchard Park Land & Land Im	715,995.70	
<b>1657</b>	<b>05/07/2019</b>	<b>Claims</b>	<b>3</b>	<b>28267</b>	<b>GREATER SPOKANE INC</b>	<b>7,500.00</b>	<b>REGION-WIDE WEBSITE FOR BUSINESS DEVELOPEMENT</b>
					001 - 558 70 41 00 - Econ. Dev. - Advertising	7,500.00	
						92,932.37	
						7,836.15	
						14,554.00	
						2,391.43	
						715,995.70	
						57,828.33	
						623.96	
						14,988.24	
						5,585.04	
						3,676.44	
						<hr style="width: 100%; border: 0.5px solid black;"/>	
						916,411.66	Claims: 916,411.66
						916,411.66	

# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

05/07/2019 To: 05/07/2019

Time: 07:07:27 Date: 05/01/2019

Page: 9

Trans Date Type Acct # Chk # Claimant  
"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."

Amount Memo \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Date

"I, the undersigned, do hereby certify under penalty of perjury that



**AGENDA ITEM NO.:** 11Bi

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

**SUBJECT:**

Community Needs Assessment  
and Library Master Plan

**FOR THE AGENDA OF:** May 7, 2019

**DEPT. OF ORIGIN:** Library

**EXHIBIT:**

Consultant Contract from Kimberly  
Bolan and Associates

**DEPT. HEAD APPROVAL:** Director

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

**SUMMARY STATEMENT**

Kimberly Bolan and Associates was the highest qualified, most responsive bidder for the above referenced project. There were five responsive bids. There are funds in the Capital Facilities Plan for the year 2019 to complete the project. The project will commence in May and finish in December. Approval is requested for a total of \$32,400, with a contingency of \$7,600.

**RECOMMENDED ACTION**

1. Authorize the Mayor to sign the attached Contract in the amount of \$32,400.

**KIMBERLY BOLAN AND ASSOCIATES, LLC**  
**CONSULTANT CONTRACT**

This Contract, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between City of Liberty Lake - Municipal Library located at 23123 E. Mission Ave., Liberty Lake, WA 99019 hereinafter called the "CLIENT," and Kimberly Bolan and Associates ("KBA"), LLC located at 10917 Valley Forge Circle, Carmel, IN 46032 hereinafter called the "CONSULTANT".

**I. Services**

The CLIENT and the CONSULTANT agree as set forth below:

- A. CONSULTANT is in the business of providing strategic and facility planning services for libraries and other organizations. Rob Cullin (Vice President of CONSULTANT) shall serve as the principal consultant for CLIENT on this project. Additionally, Kimberly Bolan Cullin (President of CONSULTANT AND Associate Principal at RATIO Design), will serve a leading role on the project, and other KBA or RATIO Design associates may be utilized as needed.
- B. CONSULTANT shall provide services in accordance with the Proposal dated March 15, 2019 incorporated herein as part of this Contract as Attachment A.
- C. The general outline of services and responsibilities will look like this in addition to those listed in the proposal:

**Service 1: Kickoff and Initial Data Collection, Facility Review, and Analysis:**

**Service 2: Stakeholder Input**

**Service 3: Facility Assessment**

**Service 4: Strategic Retreat and Plan Development**

**II. Point of Contact**

For purposes of this engagement, CLIENT designates that, Jocelyn Redel, Library Director, will act as the point of contact for CONSULTANT concerning this Project.

**III. Contract Costs**

Project will be handled as a time and material project with billing done monthly for hours completed at the following rates:

- \$140/hour for Rob, Kim, and any other Principal Level Associates at RATIO Design
- \$100/hour for all other KBA or RATIO Design Associates
- All Expenses will be billed at cost, and the standard IRS rate for mileage.

A Not to Exceed Amount of \$27,500 will be set for the FEES portion of the project. With a Not to Exceed Amount of \$4,900 for expenses also set. Neither of these amounts will be exceeded without written permission from an authorized person at CLIENT. IF at any time scope changes or billing pace looks to put the project in jeopardy of nearing or exceeding either of the Not to Exceed Amounts, the CONSULTANT will immediately communicate this with the CLIENT and not proceed further without approval.

**KIMBERLY BOLAN AND ASSOCIATES, LLC**  
**CONSULTANT CONTRACT**

**IV. Timetable for Completion of the Consultation and Reports**

CONSULTANT will work with CLIENT to ensure that project progresses in a timely manner and so that a draft high-level plan is delivered to the CLIENT for review before December 1, 2019.

**V. Payment Schedule**

The CONSULTANT will bill the CLIENT monthly based on hours worked on the project and detailed in an invoice to the CLIENT. Receipts for any and all valid project expenses will also be included in the invoice. All invoices are payable within the normal payment cycle of CLIENT.

**VI. Additional Services and the use of Subcontractors**

Kimberly Bolan Cullin and other personnel from RATIO Design, may be used on this project as required, as an authorized sub-contractor, though all billing and project responsibility will flow through CONSULTANT. Also, CONSULTANT reserves the right to engage other subcontractors subject to approval by CLIENT for the purposes of providing services herein, granted those services are in support of the project. Primary responsibility for the project and primary communications with the CLIENT shall not be sub-contracted.

Additional services outside of the scope of services listed in attachment A and approved in writing by the CLIENT and provided by CONSULTANT will be billed at agreed to rates, plus reasonable incidental out of pocket expenses at cost.

**VII. Ownership of Intellectual Property**

To the extent that CONSULTANT has received payment of compensation as provided in this Contract, CONSULTANT hereby assigns to CLIENT all right, title, and interest in any intellectual property created or developed by CONSULTANT for CLIENT under this Contract including any reports generated herein. Notwithstanding the preceding sentence, it is understood and agreed that CONSULTANT may incorporate proprietary routines, sub routines, libraries, tools, interfaces, methodologies, procedures, templates or controls that CONSULTANT has developed, refined or licensed over time (and apart from the work done for CLIENT by CONSULTANT) for the efficient execution of common functions (collectively "CONSULTANT Proprietary Works".) With respect to these CONSULTANT Proprietary Works, all right, title and interest remain with CONSULTANT. Further, CONSULTANT and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of CLIENT and without any unauthorized disclosure of work product.

CONSULTANT also reserves the right to share the in READ-ONLY form any public documents that results from the project, as required to further its business interests with current and future clients.

**VIII. Confidentiality/Mutual Non-Disclosure/Reliance on Client's Information**

Each party acknowledges that in connection with this Contract it may receive certain confidential, sensitive or proprietary technical and business information and materials of the other party

**KIMBERLY BOLAN AND ASSOCIATES, LLC**  
**CONSULTANT CONTRACT**

(hereinafter, "Confidential Information"). Notwithstanding the foregoing, CONSULTANT acknowledges that CLIENT is a governmental unit which is subject to Washington Public Records Act (PRA) and Freedom of Information Act (FOIA) requests for information and as such, public records that are not exempt from disclosure may be provided to CLIENT under this engagement and may be subject to such PRA and/or FOIA requests. Moreover, any materials presented at any meeting of the Board of Trustees may be included in the board packet which is posted on the CLIENT website and generally available to the CLIENT employees, its patrons, and the general public. Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the proposal contained in Attachment A except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

CLIENT acknowledges and agrees that CONSULTANT will be using and relying on information provided to CONSULTANT without assuming any responsibility for independent verification thereof and that CONSULTANT does not assume responsibility for the accuracy or completeness of such information or any other information regarding CLIENT.

CLIENT shall: (a) provide CONSULTANT with reliable, accurate and complete information, and such information will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made, as required; (b) promptly notify CONSULTANT if CLIENT learns of any material inaccuracy or misstatement in, or omission from, any information previously provided to CONSULTANT; and (c) make timely decisions and obtain required management approvals.

**IX Responsibilities of CONSULTANT and CLIENT**

CONSULTANT is responsible for completing the project described in this Contract in a timely fashion. CLIENT and CLIENT'S representatives are responsible for cooperating with CONSULTANT by, among other things, furnishing the required information, services, and decisions relating to this Contract as expeditiously as necessary for the orderly progress of the project.

**X. Limitation of Liability**

The liability of the CLIENT and the CONSULTANT shall be limited to the total amount of compensation included in this Contract. In no event shall CONSULTANT be liable for any loss of profit or revenue by CLIENT, or for any other consequential, incidental, indirect or economic damages incurred or suffered by CLIENT arising as a result of or related to CONSULTANT's work whether in contract, tort, or otherwise, even if CLIENT has advised of the possibility of such loss or damages.

**XI. Termination of Contract**

Either party may terminate this Contract for any reason after providing 10 days' advance written notice. In the event of termination for any reason, CONSULTANT shall be compensated for the services and expenses performed and incurred through the date of termination. Said payment to CONSULTANT shall be in the amount of a prorated portion of the fees due according to the schedule set forth in the Part V. Payment Schedule above; and CLIENT shall pay all expenses, fees, out of

**KIMBERLY BOLAN AND ASSOCIATES, LLC**  
**CONSULTANT CONTRACT**

pockets incurred through and up to, the date of cancellation. In the event of termination by CLIENT and upon full payment of compensation as provided herein, CONSULTANT grants to CLIENT full right and title with respect to those deliverables provided to and accepted by CLIENT as of the date of termination.

**XIII. Arbitration**

In the event of a dispute regarding the meaning or performance of this Consultant Contract, the Parties shall first attempt in good faith to resolve the dispute, without formal legal proceedings, via a telephone conference or other meeting. If a resolution or settlement cannot be reached through such informal means, the Parties agree to submit such dispute to binding arbitration, with each Party responsible for its own respective attorney fees and costs, unless the arbitrator agrees in his/her discretion that an award of attorney's fees and costs to the prevailing Party is appropriate, in which case the arbitrator can award such fees and costs. The arbitration shall be governed by the then applicable American Arbitration Association rules for commercial arbitration. The Parties shall each be responsible for paying fifty percent (50%) of the cost of the arbitrator's fee. Any arbitration proceeding will be held in Spokane, Washington and Washington law will control the interpretation of this Contract as well as the parties' rights and liabilities pursuant to the terms of this Contract.

**XIV. Relationship of the Parties**

The performance by CONSULTANT of its duties and obligations under this Contract shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between CONSULTANT and CLIENT, nor shall this Contract be deemed to constitute a joint venture or partnership between the parties. CONSULTANT shall retain the right to perform work for others during the term of this Contract. CLIENT shall retain the right to cause work of the same kind or a different kind to be performed by its own personnel or other consultants during the term of this Agreement.

**XV. Employee Solicitation/Hiring**

During the period of this Contract and for twelve (12) months thereafter, neither party shall directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" shall include only those employees or subcontractors of either party who were employed or utilized by that party on date this Contract is last executed.

**XVI. Miscellaneous Provisions**

A. Except as provided herein, neither party may assign this Contract, in whole or in part, without the prior written consent of the other party. This Contract shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

B. If any term of this Contract is found to be unenforceable or contrary to the state of Washington law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Contract will remain in full force and effect.

**KIMBERLY BOLAN AND ASSOCIATES, LLC**  
**CONSULTANT CONTRACT**

- C. Neither party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.
- D. The waiver by any party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. No custom or practice of the parties that varies from this Contract shall constitute a waiver of the right of a party to demand exact compliance. All waivers must be in writing, and signed by the party waiving its rights. This Contract may be modified only by a written instrument executed by authorized representatives of the parties hereto.
- E. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter.
- F. This Contract, including any attachment embody the entire agreement of the parties and supersede any and all prior discussions, proposals, representations, negotiations, correspondence, and other agreements with respect to the matters contained herein and may be modified only in a writing signed by both parties.
- G. All notices shall be sent in the most expeditious way possible including but not limited to facsimile, overnight courier or certified or registered mail to the addresses set forth above. Any such notice shall be deemed delivered when received.
- H. The headings contained in this Contract have been inserted solely for the convenience of the parties and shall be of no force or effect in the interpretation of the provisions in this Contract.
- I. All of the clauses related to confidentiality and non-solicitation shall also apply to RATIO Design and any other Sub-contractors that are utilized after approval from the CLIENT.

**KIMBERLY BOLAN AND ASSOCIATES, LLC  
CONSULTANT CONTRACT**

**XVII. Signatures**

This Contract is effective when it is by authorized representatives of each party. The Contract may be executed in one or more counterparts, each of which will constitute an original agreement, but is not enforceable until delivery and exchange of the executed counterparts. Copies of this Contract (including facsimiles) have the same force and effect as a signed original document.

CLIENT:  
The City of Liberty Lake, Municipal Library  
Jocelyn Redel, Library Director

CONSULTANT:  
Kimberly Bolan and Associates, LLC  
Robert S Cullin,

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title or Office

Vice President  
\_\_\_\_\_  
Title or Office

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Attachments:**

**Attachment A: Project Proposal dated March 15, 2019**

# Community Assessment and Facilities Master Planning

**Liberty Lake Municipal Library**  
Liberty Lake, WA

Prepared by Kimberly Bolan and Associates, LLC

March 15, 2019

March 15, 2019

Jocelyn Redel, Library Director  
Liberty Lake Municipal Library  
23123 E. Mission Ave.  
Liberty Lake, WA 99019  
509-435-0777  
jredel@libertylakewa.gov

Jocelyn:

Thank you for allowing Kimberly Bolan and Associates to provide you with a proposal for community assessment and facilities master planning for the Liberty Lake Municipal Library (LLML). We are pleased to submit this proposal and process explanation for consulting services to work with you to help you develop and realize your vision for LLML.

As per our typical practice, we are presenting you with an outline of our firm and its planning, assessment and design services. Our scope and approach can be flexible to meet nearly any client's needs so please don't hesitate to contact me to discuss things after you have read through the proposal and options. We pride ourselves on our adaptability in approach and consultant/clients work balance to achieve the very best outcomes for the very best value.

It's important to note that KBA's work on projects such as yours is based on a thorough understanding of library needs and expectations of your community. It is also based on a complete understanding of what it means to be a successful and thriving 21<sup>st</sup> century public library. Though through our work we also know quite well that every communities are different in what it takes to deliver that successful and thriving 21<sup>st</sup> century library.

This proposal is firm and irrevocable for 90 calendar days. We look forward to the opportunity to respond to questions and further explain our process as needed.

Sincerely,

Robert Cullin  
Principal Consultant / Vice President

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## Contact Information

### Kimberly (Kim) Bolan Cullin

Principal Consultant / President, Kimberly Bolan and Associates, LLC

### Robert (Rob) Cullin

Principal Consultant / Vice President, Kimberly Bolan and Associates, LLC

Address: 10917 Valley Forge Cir, Carmel, IN  
Work/Cell/Text: 585-739-7003 Kim  
317-509-3268 Rob  
Email: kim@rethinkinglibraries.org  
rob@rethinkinglibraries.org  
Web: www.rethinkinglibraries.org

In 2004 Kimberly (Kim) Bolan Cullin and her husband Rob Cullin started Kimberly Bolan & Associates (KBA), a library consulting company based outside Indianapolis (IN). Over the past 10 years, Kim and Rob have been involved in numerous building programs, space design projects, strategic plans, and other consulting work. They have consulted with and provided training for hundreds of libraries across the U.S. and abroad. Clients range from public to K-12 to academic libraries of all shapes, sizes, and budgets.

Areas of expertise include:

- Space planning and design
- 21<sup>st</sup> century library services and transformation
- Children's and teen services and spaces
- Community awareness and marketing
- New approaches to strategic planning

We are about helping libraries survive and thrive in an environment of constant change. Change occurs every day with shifting demographics, newer and better technologies, increasing real and virtual competition, not to mention uncertain funding and budgets. Our team addresses these issues using a holistic approach. In addition, we assist libraries with understanding and implementing successful 21<sup>st</sup> century services and spaces, increasing the efficiency of operational processes such as circulation and information services, incorporating and managing technology, streamlining behind-the-scenes activities, improving web-based access, and more.

## Understanding of Services

It is understood that Liberty Lake Municipal Library's leadership is looking for consulting services to assist in developing a strategic plan, which would then also feed into a short and long-term facility need assessment. That assessment should include options related to service models, collections, program priorities, space allocations, technology, and long-term flexibility requirements.

In this proposal, we are presenting service options for LLML that are typical and recommended for a project such as this. It is understood that KBA's role in this project will be to assist the LLML Project Team in looking at its libraries, services, and spaces with "fresh" eyes. The consultant's role will be to facilitate community, stakeholder, and staff conversations, analyze information and offer professional recommendations based on best practices for 21<sup>st</sup> century public libraries as well as observation and assessment of LLML's existing services, spaces, use, and community makeup and needs.

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## Our Approach

As LLML is seeking help with both strategic and facility planning, the approach here will look to balance the best and most critical aspects of both. KBA's approach to library planning and design is based on collaboration, open communication, and showing stakeholders "the possibilities" for their library. It is also about identifying what stakeholders and members of the community want and need from their library in terms of services and spaces.

### **Understanding the community and the library is the center of our process.**

Our methodologies include research and analysis of existing data combined with direct staff and user input gathered through focus groups, online surveys, and one-on-one discussions. Our philosophy of assessment and planning for libraries is based on identifying what stakeholders want and expect from their library in terms of services and spaces. We then determine what the stakeholders believe to be the strengths and weakness of the library. Also included in this assessment is a demographic analysis, collection analysis, discussion of best practices in successful 21<sup>st</sup> century libraries, conversation about various technologies, service models and delivery of service, and library staffing.

Concurrent to the data collection and stakeholder input process, KBA will be working through an assessment and analysis of the LLML facility. Current service areas will be assessed along with recent and project growth areas of the county. KBA will develop a series of high level options/recommendations related to the current building and possible future facility needs that will feed into the overall strategic planning process. The intent of this is so that short and long-term facility priorities can be determined and integrated into the library's strategic and facility plan.

The KBA team views its role in this project as facilitator and collaborator. A key part of this role is facilitating a Strategic Retreat with trustees, staff, and key stakeholders to parse through all the input and analysis and developing the primary focus areas and key investments. Of key importance to a project such as this will be the quality of the communication and collaboration between KBA and LLML's Strategic Planning Team. As your consultants, we must effectively share analyses and opinions, so all stakeholders can fully understand the implications of decisions that may be made. In turn, the Strategic Planning Team must help KBA fully understand the local context related to any resulting choices.

IF the results of the planning process call for short term floor plan adjustments or conceptual floor plans. KBA can develop these plans that would illustrate the recommendations. These documents will quantitatively define all the spaces needed to realize the Library's vision. No matter what space related services KBA delivers, we strongly believe that to provide long-lived flexible library facilities, "form must follow function," so we work hard to understand the plan of service, so we can then translate it into space needs and a successful design.

We are dedicated to working with our clients to achieve successful and thriving 21<sup>st</sup> century library services and spaces that provide:

- A forward-thinking community centered approach to delivering library services;
- A welcoming, inviting, and dynamic environment that addresses user needs;
- Flexibility to meet current and future requirements;
- Functional efficiency for customers and staff.

KBA does not take a "canned" approach to consulting. We prefer to work with each client to get a sense of what they want and need and then customize – in both style and substance – an approach and content that meets that need. In addition to consulting work, our consultants are public speakers and authors. We use humor, images, variety, and active and ongoing collaboration to engage our clients and their communities.

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## Our Strategic Planning Experience

Both Kim and Rob have been involved in strategic planning for a multitude of organizations since 1996. Their work has taken place in libraries, library associations, non-profit organizations, and small and large for-profit businesses. They have been facilitators, executives, team leaders, and team members of these plan developments. Rob has in-depth experience in strategic planning with all types of organizations, both as a facilitator and as the internal project leader/champion. As a former library administrator, Kim was actively involved in her libraries' own strategic plans in addition to her full-time consulting work over the past 13 years working with libraries across the U.S.

In the last 15 years, Rob has not only worked with a variety of public libraries, he also led his former company Evanced Solutions through two major strategic planning initiatives, both leading to major strategic shifts the organization. One shift led to the strategic sale of Evanced to Demco, Inc. and the other was the launching of a whole new line of educational apps. Rob was a team leader on the Demco, Inc. 2013 Strategic Plan and a committee chair on the Young Actors Theater (Indianapolis based non-profit) for the 2014 strategic plan. Throughout these recent experiences as well as Rob's previous business experiences, going back to 1995, he has worked with a variety of strategic planning methodologies, approaches, and styles. This variety has enabled him to be highly adaptable to a variety of approaches that are needed to address planning for various types of organizations, communities, and organizational cultures.

When Kim and Rob started KBA in 2004, strategic planning was a part of the many services KBA provided to libraries. With Rob now full-time at KBA since 2014, strategic planning has become one of the leading services offered by KBA. KBA has led or is currently leading over 20 public library strategic plans over the past 4 years.

### ***Just some of the recent Strategic and Facility Plans KBA has facilitated:***

- Community Library Network (ID) – (2017) – Facility (7 Locations)
- Latah County Library District (ID) – (2018) – Facility
- St Charles Public Library (IL) – (2018) – Facility
- Redford Township Public Library (MI) – (2018/19) – Strategic (Facility starting soon)
- Waverly Public Library (IA) – (2018) – Strategic
- Allen County Public Library (IN) – (2017) – Strategic and Facility (14 locations)
- Niles Public Library (IL) – (2017) -- Strategic
- Orion Township Public Library (MI) – (2014 & 2017) Strategic and Facility
- Pike County Public Library (IN) –2017) – Strategic
- James Prendergast Library Association (NY) – (2017) – Strategic and Facility
- Charlevoix Public Library (MI) – (2016) – Strategic
- Bloomfield Township Public Library (MI) – (2016) – Strategic
- Anderson Public Library (IN) – (2016) – Strategic and Facility
- Jennings County Library (IN) – (2014) – Strategic and Facility

For these clients, we worked to determine the best approach and methodologies that would give each library the greatest result and meet their standards and state requirements, if appropriate.

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## Key Staff - Library Experience and Backgrounds

**Kimberly (Kim) Bolan Cullin, MLS** is an experienced librarian, consultant, and author with a broad background in libraries. She is the president and principal consultant of Kimberly Bolan & Associates, LLC a library consulting firm established in 2004 by Kim and her husband Rob Cullin. Kim is a *Library Journal* recognized “Mover & Shaker”, has published three books and numerous journal articles, and is a frequent speaker at state and national conferences. Kim has consulted with hundreds of public, school, and academic libraries across the United States and abroad specializing in space planning and design, 21<sup>st</sup> century library services, children’s and teen services and spaces, marketing, and customer service. Prior to starting her consulting business, Ms. Bolan Cullin was a public library administrator in New York State. There she planned and managed two public library building and expansion projects.

**Rob Cullin** helped launch Kimberly Bolan & Associates in November 2004. Rob's primary involvement with KBA began in 2005 when he and Kim co-authored *Technology Made Simple* and began writing and presenting together across the United States. Since then, Rob has been involved in many of KBA’s strategic plans and facility planning projects. Through his previous work as President and Co-Founder of Evanced Solutions, LLC he was involved with thousands of libraries across the USA, Canada, and Australia. With a broad set of experiences reaching beyond libraries, Rob has direct specialties in strategic planning, data and demographic analysis, marketing, and organizational design. He was also a *Library Journal* recognized “Mover & Shaker” in 2008.

## Consulting Services

KBA’s team will be led by partner Rob Cullin, who leads on all strategic planning work for KBA. Kim Bolan Cullin will also be actively involved and lead on the facility analysis elements of the project. Rob will be responsible for coordination of all onsite and offsite work, managing the project communications and timelines, and coordinating all deliverables. Other KBA Associates may be included as needed to assist in completing the project as efficiently and as cost-effectively as possible.

The following are the services (required and optional) KBA can provide LLML as related to the scope of this project.

### Service 1: Kickoff, Data Collection, and Data Analysis

This service includes KBA identifying, gathering, and analyzing appropriate background information, public needs, current service models, staff needs, current space allocations, collections, and usage data as necessary to evaluate the library facility.

Deliverables will include:

- Data gathering and analysis as appropriate for the project
  - A collection analysis to assist with the goal of analyzing the collection and related shelving needs as it relates to space planning
  - One to two conference calls prior to the onsite visit
  - A detailed community analysis including demographics and geo-mapped psychographic (market segmentation) analysis of the community using MosaicZ4 data from Experian & CensusViewer
  - Organizational and community assessments (e.g. SWOT/SOAR/PEST if and as appropriate)
  - A benchmark analysis of key library metrics, both regional and national
  - Collection Turnover Analysis and general comparison report vs. other KBA clients
-

## Service 2: Community and Stakeholder Input

This process will be tailored to the specific needs of LLML and KBA will work with LLML to define the specific approach that meets its needs. Generally, this process includes gathering and analyzing stakeholder input from the community (users and non-users), staff, board members, etc. via community focus groups, public forums, and surveys.

Our typical approach for a library of LLML's size involves conducting 7-9 stakeholder focus group / community forum sessions, plus a handful of 1-on-1 sessions.

The stakeholder sessions come in three forms:

- Targeted Groups (5-8) (Staff, Board, and Public sessions)
- Open Forum Sessions (1-2) (Public)
- 1-on-1 Sessions with Key Community Stakeholders (as needed)

The content for the first two is the same. The difference is that the targeted sessions involve inviting specific residents and stakeholders, often representing specific types of users, whereas the open forum is available to anyone who is interested in participating. The 1-on-1 sessions are more conversational and can be included as needed to gather information and inform key stakeholders about library trends, etc. relevant to them. This phase centers around showing people the possibilities for their library and gathering aspirational input. For every client, KBA develops a custom presentation that best suits the client.

If desired, KBA will also work with the library team to develop and conduct a general supplemental public web-based survey. Our approach is to work with our clients to promote and advertise the survey on a broad level, targeting users and non-users. KBA doesn't recommend spending significant library dollars to conduct full scientific-level studies. KBA has been involved in projects that made this investment and, in the end, did not get better results than when a more moderate approach was taken. However, KBA is certainly open to working with the library to find a partner who can provide this level of survey if desired. The execution of this survey would be outside of our scope here.

## Service 3: Facility Assessment and Analysis

KBA will conduct a thorough in-person review of the LLML facility, assessing its current state and how it is meeting present and likely future community needs.

Deliverables will include:

- A building assessment
- A space needs assessment for the system, the existing location and their adequacy for serving the community now and into the future.

## Service 4: Strategic Retreat and Plan Development

This service is where everything comes together, and a group of 10-20 stakeholders (staff, trustees, and key community members) sort through all the input, analysis, data, and space/facility recommendations. This is typically done via a one-day retreat, where we help facilitate the group through a variety of exercises to surface the key priorities and focus areas for the library. The output of this day is most typically a concise 1-2-page high level overview of key priorities, focus areas, and investments. That for services would cover a 3-5-year time frame but for facilities would look 10 to 15 years forward.

KBA then also facilitates the library staff/admin team developing an annual detailed work plan that focuses on specific tactics and actions for the coming 12 months (revisited by library each year). See APPENDIX B and C for examples of the Strategic Plan and Detailed Work Plan. See the following URL for examples of just some of our facility reports/assessments: <https://bit.ly/2UCTn85>

KBA will also come onsite to present the final report and plans to key stakeholders as determined by the library.

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## Cost Estimates

The following outlines the likely costs associated with each of the services. All pricing would be billed on a Time and Material basis:

- KBA's standard rates are: \$160/hour for Principals (Kim and Rob) and \$130/hour for Associates
- For this project, we are offering LLML a discounted rate of \$140/hour for Principals (Kim and Rob) and \$100/hour for Associates (Jessica, or other Associates)

**1. Service 1: Kickoff and Initial Data Collection, Facility Review, and Analysis:**

Fees: \$6,000

**2. Service 2: Stakeholder Input**

\$3,000 to \$6,000 (cost range driven by number of public sessions/focus groups, assumes all sessions are conducted on a single trip to the Liberty Lake area)

**3. Service 3: Facility Assessment**

\$7,500 (includes onsite assessment of the LLML facility, conducted on same visit as Stakeholder Input)

**4. Service 4: Strategic Retreat and Plan Development**

\$5,000 to \$8,000:

Except where otherwise noted as included, KBA will invoice for expenses including travel expenses from Indianapolis, IN to Liberty Lake/Spokane, WA. Other typical expenses for a project of this nature include copy and print costs billed at cost. Total expectations for expenses based on 2-3 onsite visits is \$3,400 to \$4,900.

***As per KBA's standard practice, we work with our clients to determine services and hours worked to best meet our client's budgetary needs. A not-to-exceed amount can be set to meet any clients budget, and KBA will work with the client to define a scope of work that fits into that budgetary constraint. A fixed price approach, inclusive of expenses is also an option that KBA often negotiates with it's clients, and we would be happy to work out with LLML.***

## Timeline Estimates

The following outlines the likely timeline expected for the project.

- Kickoff – May/June 2019
- Data Gathering and Analysis – Summer 2019
- Community Engagement / Stakeholder Sessions: -- Sept/Oct 2019
  - Our experience is that community sessions held during summer break are not generally successful at attracting users or non-users.
- Facility Assessment – Sept/Oct 2019 (concurrent visit with Community Sessions)
- Strategic Retreat – October/November 2019
- Plan Development – November 2019
- Plan Delivery to Stake Holders – December 2019

## Experience

Kimberly (Kim) Bolan Cullin is an experienced librarian, consultant, and author with a broad background in libraries. She is the president and principal consultant of Kimberly Bolan & Associates, LLC a library consulting firm established in 2004 by Kim and her husband Rob Cullin. Kim is a *Library Journal* recognized “Mover & Shaker”, has published three books and numerous journal articles, and is a frequent speaker at state and national conferences. Kim has consulted with hundreds of public, school, and academic libraries across the United States and abroad specializing in space planning and design, 21<sup>st</sup> century library services, children’s and teen services and spaces, marketing, and customer service. Prior to starting her consulting business, Ms. Bolan Cullin was a public library administrator in New York State. There she planned and managed two public library building and expansion projects.

Rob Cullin started Kimberly Bolan & Associates with Kim in November 2004. Rob's primary involvement with KBA began in 2005 when he and Kim co-authored *Technology Made Simple* and began writing and presenting together across the United States. Since then, Rob has been involved in many of KBA’s strategic plans and facility planning projects. Through his previous work as President and Co-Founder of Evanced Solutions, LLC he had involvement with thousands of libraries across the USA, Canada, and Australia. With a broad set of experiences reaching beyond libraries, Rob has direct specialties in strategic planning, data and demographic analysis, marketing, and organizational design. He was also a *Library Journal* recognized “Mover & Shaker” in 2008.

**See Appendix A for resumes**

**Please refer to KBA’s website at [www.rethinkinglibraries.org](http://www.rethinkinglibraries.org)  
for additional information.**

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## References

We encourage you to speak to any of our clients or references, but the following are three of our most recently completed strategic planning projects.

### **John Hartung, Director**

Community Library Network

Hayden, ID

(509) 879-3436

johnh@communitylibrary.net

**Projects:** Assessed all seven (7) of CLN's facilities and the community at large. KBA developed not only a high level needs assessment and strategic facility vision for the CLN library, but also conceptual renovation plans and budgets for all locations.

### **Karen Knox, Director**

Orion Township Public Library

Lake Orion, MI

(248) 693-3000 x305

kknox@orionlibrary.org

**Projects:** Facilitated and help develop their 2014 – 2017 Strategic Plan as well as their 2018 –2020 Strategic Plan. In addition to Strategic Planning, KBA has also completed all space planning and design for the facility over the past 4 years.

### **Mary Hougland, Director**

Jennings County Public Library

North Vernon, IN

(812) 346-2091 x225

mary.hougland@jenningslib.org

**Projects:** Facilitated and developed their 2015 – 2018 Strategic Plan. We are also working on ongoing marketing and operational initiatives with the library. In addition, KBA has provided facility and redesign services for the library since 2010 and designed and managed area renovations of the library in 2013 (Adult and Teen) and 2018 (Children's).

### **Greta Southard, Director**

Allen County Public Library

Fort Wayne, IN

260-421-1201

gsouthard@acpl.lib.in.us

**Projects:** KBA facilitated and help with the development of their 2018 –2020 Strategic Plan (nearing completion). In addition, KBA is currently working with ACPL to evaluate and re-envision all their 15 facilities.

### **Sarah Later, Director**

Anderson Public Library

Anderson, IN

(765) 641-2454

slater@andersonlibrary.net

**Projects:** Facilitated and developed the 2015 – 2020 Strategic Plan. In addition, KBA has provided facility and redesign services for the library in response to its Strategic Plan.

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## **Appendix A: Résumés**

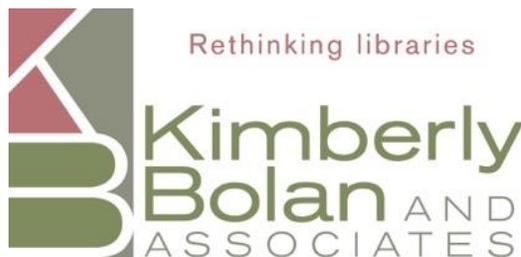
## **KIMBERLY BOLAN CULLIN, MLS**

Email: kim@rethinkinglibraries.org

### **Kimberly Bolan & Associates, LLC**

**2004 – present**

*President, Library Evolutionist and  
Principal in Charge*



Ms. Bolan Cullin started her library consulting business Kimberly Bolan & Associates (KBA) in November 2004. In 2008, she also started working as an Associate Principal Consultant with Providence Associates.

Prior to beginning her business, she worked full-time in public library administration while also consulting part-time since 1998. Ms. Bolan Cullin has been involved in numerous building and space planning projects, strategic plans, and other consulting work. She is the author of *Teen Spaces* and *Technology Made Simple* (both published by ALA Editions) and has consulted with hundreds of libraries, library systems, consortia, and library-related businesses in 18 states and abroad.

### **Select Project Experience:**

- Allen County Public Library (IN) – Facility Programming, Planning & Design, Strategic Planning (2017 – present)
- Hamilton East Public Libraries (IN) – Facility Programming, Planning & Design (2015 – present)
- Free Library of Philadelphia (PA) – Post Occupancy Study (2018 – present)
- Anderson Public Library (IN) – Strategic Planning and Facility Planning (2015 – present)
- Orion Township Public Library (MI) – Strategic and Facility Planning (2014 and again in 2017)
- Bloomfield Township Public Library (MI) – Strategic Planning (2016)
- Salem-South Lyon Township District Library (MI) – Strategic Planning (2016)
- Charlotte Mecklenburg Public Library (NC) – Twenty-Year Facilities Master Planning (2008 – 2009, 2017)
- Mooresville Public Library (IN) – Strategic and Facility Planning (2017)
- Niles Public Library (IL) – Strategic Planning – (2017)
- Jennings County Library (IN) – Planning & Design, Strategic Planning, Org. Development (2014 – 2018)
- Community Library Network (ID) – Facility Programming and Planning for 7 Branches (2015 – present)
- St Joseph County Library (IN) – Facility Master Plan (2017)
- Tiverton Public Library (RI) – Facilities Planning and Design (2011– 2015)
- Hudson Area Library (NY) – Facilities Planning and Design (2011–2016)
- Las Vegas-Clark County Library District (NV) – Facilities Planning and Design (2012– 2013)
- Queens Library (NY) – Facilities and General Consulting (2006 – 2011)

### **ADMINISTRATIVE EXPERIENCE:**

#### **Webster Public Library, Webster, New York**

**1999 – 2004**

*Assistant Director*

- Oversaw budgets for 5 departments for library of \$1.6 million operating budget
- Worked with Director to oversee 40,000 square foot building project including fundraising, bid process, facilities design, and implementation of new space and services. Served as the project manager.

#### **Brighton Memorial Library, Rochester, New York**

**1996 – 1999**

*Reference & Network Services Supervisor*

- Directed reference and network/computer services departments
- Library Expansion Project – managed the design and planning team

### **PUBLICATIONS:**

*Teen Spaces*, 1<sup>st</sup> and 2<sup>nd</sup> editions, Chicago: ALA, 2003 and 2009.  
*Technology Made Simple*, Chicago: ALA, 2007.

### **HONORS AND AWARDS:**

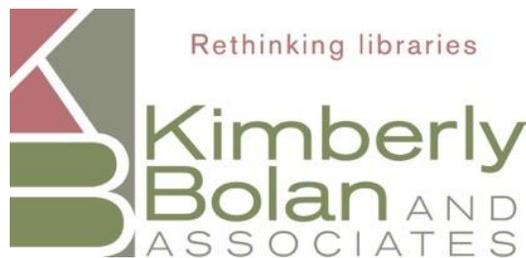
- 2010 Indianapolis Business Journal's "Forty under 40" Award
- 2004 Library Journal's Movers and Shakers Award

### **EDUCATION:**

Syracuse University, School of Information Studies – Syracuse, New York, M.L.S.  
State University of New York at Geneseo – Geneseo, New York, B.A.

## ROBERT CULLIN

650 Spring Hills Drive, Zionsville, IN 46077  
Phone: 317-509-3268 (cell/business)  
Email: rob@rethinkinglibraries.org  
Web: www.rethinkinglibraries.org



## Kimberly Bolan & Associates, LLC 2004 – present

*Vice President, Library Evolutionist and Principal Consultant*

Mr. Cullin helped Ms. Cullin start Kimberly Bolan & Associates in November 2004, though his primary involvement began in 2005 when they co-authored *Technology Made Simple* and began writing and presenting together across the USA. Mr. Cullin has been involved in most of KBA's strategic plans and facilities plans work. He is the co-author of *Technology Made Simple* (ALA Editions 2006) and, through his work with Evanced Solutions LLC and Demco, Inc., he has been involved with thousands of libraries around the world. With a broad set of experiences reaching even beyond libraries, Mr. Cullin has direct specialties in strategic planning, data, demographic & psychographic analysis, marketing, and organizational design.

## Relevant Project Experience:

Orion Township Public Library (MI) – Strategic Planning x 2, Facilities Planning & Design (2013 – 2017)  
James Prendergast Library Association (NY) – (2017)  
Niles Public Library (IL) – Strategic Planning (2017)  
Charlevoix Public Library (MI) – Strategic Planning (2016)  
Avon-Washington Township (IN) – Strategic Planning (2017)  
Pike County Public Library (IN) – Strategic Planning (2017)  
Bloomfield Township Public Library – Strategic Planning (2015 – 2016)  
Salem-South Lyon Township Public Library – Strategic Planning (2015 – 2016)  
Anderson Public Library (IN) – Strategic Planning (2015 – 2016)  
Jennings County Library (IN) – Planning & Design, Strategic Planning, Org. Development (2014 – present)  
Plainfield-Guilford Township Public Library (IN) – Facilities Planning & Strategic Planning (2010 – 2016)  
Community Library Network (ID) – Facility Planning for 7 Branches (2015 – 2016)  
Hamilton East Public Libraries (IN) – Facility Planning & Design (2015 – present)  
Indianapolis-Marion County Public Library, Eagle Branch – Facility Planning & Design (2015 – present)  
Greenwich Library (CT) – Facilities Planning and Design (2013– Present)  
Sachem Public Library (NY) – Facilities Planning and Design (2012– 2015)  
Hudson Area Library (NY) – Facilities Planning and Design (2011–2016)  
Beech Grove Public Library (IN) – Strategic Planning (2014)  
Demco Inc. (WI) – Annual Strategic Planning (2011-2014)  
Evanced Solutions, LLC (IN) – Annual Strategic Planning (2002-2014)

## ADDITIONAL EXPERIENCE:

### Evanced Solutions, LLC, Indianapolis, Indiana

2002 – 2014

*President and Co-Founder*

### As part of Demco, Inc. Madison, Wisconsin

2011 – 2014

*Vice President*

## PUBLICATIONS:

*Technology Made Simple*, Chicago: ALA, 2007.

"Technology Planning: The Big Picture for Small Libraries," *WebJunction* (November 20, 2006).

"Putting Free Public Wi-Fi Access into Action." *WebJunction* (July 1, 2005).

## HONORS AND AWARDS:

2008 Library Journal's Movers and Shakers Award

## EDUCATION:

Purdue University, West Lafayette, IN and Indianapolis, IN, B.S. Engineering & Technology  
GE Six Sigma – Green Belt Certified

# **Appendix B: 2-page Strategic Plan Examples**

In May 2015, under the guidance of the Bloomfield Township Public Library's strategic planning committee consisting of the library director, assistant director two library board members and two staff members, the Library began the strategic planning for years 2016 – 2020. Library consultants Kimberly Bolan and Associates, LLC facilitated the process.

### **The Process**

The Library's strategic planning process included the following key areas.

- 1) **Gathering community input and data**, which involved showing Bloomfield staff and residents (both users and non-users) the possibilities for the Library as a thriving 21<sup>st</sup> century library, and then gathering their input and ideas. In addition, benchmark, demographic, SWOT, and collection analysis were completed.
- 2) **Developing solutions** by compiling all gathered data and input and then working with the planning team during a Strategic Retreat to establish key strategic areas, specific goals, and related investments required to implement the goals to help the Library thrive over the next three years and beyond.
- 3) **Providing a path to results** by developing a plan that the Library staff and board can live, breathe, and readily implement on a day-to-day basis.

In total, twelve stakeholder sessions were conducted for the Bloomfield Township Public Library during August and September 2015. Focus group participants included the general public, parents, educators, boomers and seniors, the business community, Friends of the Library, teens, staff members, and trustees. Participants included frequent library users and non-users and ranged in ages and backgrounds. In addition, four one-on-one meetings were held with the township clerk, the township treasurer, the school superintendent, and the township supervisor. Overall, 125 stakeholders participated in the discussions regarding the Library's facility, services, and strategic future. In addition to the stakeholder sessions, an online survey was conducted from August 4 – September 18, 2015. 270 surveys were completed. Survey participants included a mix of library users and non-users with 94% being regular users (i.e., using the library multiple times a month or more) and the remainder being infrequent to non-users. Survey takers ranged from 13 years of age to over 75. 81% were 55 years of age or older.

### **What We Heard**

The community focus groups and online survey explored several topics including customer service, programming, outreach, marketing, technology, collections, overall physical library space. Detailed summaries of all focus group and stakeholder feedback were provided in separate documents to the Library's leadership. All stakeholder input, data analysis, and follow-up exploration work led to the strategic foci, goals, and investments outlined on page 2 of this document.

### **Evaluation & Collaboration**

With the goal of achieving all outlined goals over the next three years, Library administration, staff, and board of trustees will regularly evaluate their progress and achievements. Objectives set forth in this plan will be accomplished as outlined and will be reviewed on a monthly basis at the Library's board meetings. This balanced and systematic process also emphasizes that the resulting plan will be iterative and evolve substantially over the next several years. A strategy screen and work plan will be created by the team in order to best carry out and assess the plan.

The keys to Bloomfield Township Public Library's implementation, evaluation and, ultimately, the success of its strategic plan will be:

- A thorough understanding of the plan as well as active involvement in implementing the plan by staff and the board of trustees
- Frequent and ongoing communication between administration and staff
- Frequent and ongoing communication between Library staff and the public
- Active collaboration between the Library's board of trustees, administration, staff, outside organizations, and the community

**Our Mission:**

Bloomfield Township Public Library champions the power of words to spark discovery and imagination.

Strategic Focus	Goal	Investments	Outcome
Renowned Customer Service	Further develop the highest level of customer service for Bloomfield Township residents	<ul style="list-style-type: none"> <li>• Increase staff awareness in order to reduce user redirecting</li> <li>• Improve wayfinding throughout the building</li> <li>• Offer Library tours to new and existing users</li> <li>• Develop consistency and application of policies by staff</li> <li>• Improve Wi-Fi access: outdoors, terraces &amp; parking lot</li> </ul>	A community that loves the Library as much for the outstanding service as for the resources
Effective Public Awareness & Fundraising	Expand awareness, use and support of the Library and its services	<ul style="list-style-type: none"> <li>• Commit more resources and attention to marketing</li> <li>• Develop a marketing and awareness plan</li> <li>• Work to better personalize the marketing experience</li> <li>• Increase the commitment to social media</li> <li>• Re-evaluate newsletter content and design approach</li> <li>• Expand outreach within the community</li> <li>• Develop opportunities to increase donor commitments</li> </ul>	The Library is viewed as one of the community's most important resources & priorities
Exceptional Services & Collections	Increase use of and customer satisfaction with the Library's services and collections	<ul style="list-style-type: none"> <li>• Create a coordinated programming plan focusing on quality over quantity</li> <li>• Expand the scope and depth of technology training</li> <li>• Increase senior outreach and senior center partnerships</li> <li>• Upgrade the usability of the website and online calendar</li> <li>• Further enhance the local history collections</li> <li>• Further evaluate collection content and merchandising</li> <li>• Engage all staff in continuous learning about library services and collections</li> </ul>	Quality services that engage and elate all users and deliver the most effective use of taxpayer dollars
Quality Spaces & Places	Provide an attractive, easy-to-use and flexible facility and grounds that meet a variety of users' needs	<ul style="list-style-type: none"> <li>• Re-evaluate the layout, size and functionality of various spaces throughout the building including, but not limited to, the computer lab, café, youth room, and teen area</li> <li>• Improve awareness of the use of appropriate volume levels and activities in the respective quiet and active areas</li> <li>• Increase and improve practicality, comfort and flexibility of furnishings</li> <li>• Improve outdoor space usability for programming and individual use</li> </ul>	The community perceives the facility is efficiently and effectively supporting the needs of all users



In August 2014, under the guidance of a strategic planning committee consisting of the library director, a library board member, two staff members, and a member of the public, the Jennings County Public Library (JCPL) began strategic planning for years 2015 – 2017. Library consultants Kimberly Bolan and Associates, LLC facilitated the process.

## **The Process**

JCPL's approach to strategic planning was based on collaboration, open communication, and showing community stakeholders "the possibilities" for today's successful 21<sup>st</sup> century public libraries. Simply stated, the process focused on

- 1) **Community Input** - showing the Jennings County community the possibilities for JCPL as a thriving 21<sup>st</sup> century library and gathering their input
- 2) **Ideas and Solutions** - developing ideas and solutions (i.e., the strategic foci, goals, and the investments that will be required to implement the goals) to help the Library thrive over the next three years and beyond
- 3) **Results** - developing a mission, vision and plan that the JCPL staff and board can live, breathe, and readily implement on a day-to-day basis

Nine interactive focus group sessions were conducted by Kimberly Bolan and Associates (KBA) on October 1, 2014. Overall, 49 stakeholders participated in the discussions. Stakeholders included the general public as well as local city and government officials, teens, parents, local business professionals, educators, the library board of trustees, and staff members. Participants included a mix of library users and non-users with 83% being regular users (i.e., using the library at least one time per month) and ranged in ages and backgrounds. 60% of respondents were between the ages of 36 and 65.

In addition, from October 1 through October 29, 2014, JCPL conducted a supplemental online survey. Altogether 223 surveys were received. The survey results provided some helpful information even though many of the respondents did not have the benefit of the focus group presentation and discussion. 86% of survey respondents were library and 65% were regular library users (once a month or more). Finally, an internal assessment of JCPL's services, technology and facilities was also completed in addition to gathering community feedback.

## **What We Heard**

The community focus groups and online survey explored several topics including collections, overall library services, computers and technology, physical library space (i.e., the building, décor, etc.), and children's and teen services and space. Priorities include children's services and space, programming, hours of operation and access to library services, marketing, and meeting space. Please refer to page two for detailed goals and investments/objectives and outcomes.

## **Evaluation & Collaboration**

With the goal of achieving all outlined goals over the next three years, JCPL administration and staff will regularly evaluate their progress and achievements. Objectives set forth in this plan will be accomplished as outlined and will be reviewed on a monthly basis at JCPL board meetings. In addition, JCPL is establishing an Annual Report Card as part of its plan in order to assess patron satisfaction. The keys to JCPL's implementation and evaluation of its strategic plan will be:

- A thorough understanding of the plan as well as active involvement in implementing the plan by staff and the board
- Frequent and ongoing communication between administration and staff,
- Frequent and ongoing communication between JCPL staff and the public.
- Active collaboration between JCPL's board of trustees, administration, staff, outside organizations (e.g., the school district, etc.), and the community are an essential piece of this strategic plan



**Our Mission:**  
GATHER, LEARN, INSPIRE

**Our Vision:**  
To be a cornerstone of Jennings County's success.

Strategic Focus	+	Goal	+	Investments / Objectives	=	Outcome
Youth (Ages 0 – 18)	+	Provide engaging, age-appropriate, technology enhanced spaces and services for ages 0 - 18 and their caregivers.	+	<ul style="list-style-type: none"> <li>• Increase youth services staff hours.</li> <li>• Continue to strengthen JCPL's contribution to the development of Jennings County's teenagers.</li> <li>• Update the children's space to reflect the vibrancy of the overall children's program.</li> <li>• Increase access to the library and its services for school aged children and teens.</li> </ul>	=	Welcoming, timely, engaging service and space for Jennings County youth and their caregivers.
Programming for All Ages	+	Deliver well-rounded and forward-thinking programming that engages the public from birth through adulthood.	+	<ul style="list-style-type: none"> <li>• Be Jennings County's source for quality and relevant free programs and instruction for all ages.</li> <li>• Strengthen and expand the Library's delivery of programs.</li> <li>• Increase community awareness of library programs.</li> </ul>	=	Delighted patrons provided with sought after programming by a knowledgeable and customer-driven staff.
Collections & Information Access for All Ages	+	Provide the community with a variety of quality materials and resources.	+	<ul style="list-style-type: none"> <li>• Develop relevant and inspiring collections that meet Jennings County's changing needs and expectations.</li> <li>• Work with local schools and other organizations to improve the alignment of JCPL collections with student needs.</li> <li>• Expand digital access to the Local History collection.</li> </ul>	=	A quality collection that meets the needs and expectations of the community.
Customer Service	+	Provide excellent customer service that leaves every library user with a lasting positive impression and promotes JCPL as a community leader.	+	<ul style="list-style-type: none"> <li>• Build library staff's ability to deliver the highest quality customer service.</li> <li>• Drive new service models and practices for improving information access and delivery.</li> <li>• Enhance and expand meeting room use within the community.</li> </ul>	=	Happy and informed library users well served by happy, knowledgeable, customer service driven staff and spaces.
Marketing	+	Increase awareness of the role and services of JCPL.	+	<ul style="list-style-type: none"> <li>• Drive new approaches to marketing and outreach.</li> <li>• Empower library staff to be JCPL ambassadors in the community.</li> </ul>	=	JCPL is recognized as a core community service with a growing and informed patron base.

# **Appendix C: Work Plan Example**

JCPL Strategic Plan Work Plan 2015 - 2017					Last revised: 1/15/2015
Strategic Focus:		YOUTH SERVICES			
Goal	Investment	Project	Timeline	Budget	Outcomes
Provide engaging, age appropriate, technology enhanced spaces and services for ages 0 - 18 and their caregivers.	Increase youth services staff hours	1. Establish a full-time children's services position. 2. Establish a full-time teen services position.	1. 2nd Quarter 2015 2. 2nd Quarter 2015	1. \$18,000 2. \$18,000	Welcoming, timely, engaging service and space for Jennings County youth and their caregivers.
	Continue to strengthen JCPL's contribution to the development of Jennings County's teenagers.	1. Finalize and implement physical improvements to the teens area. 2. Establish Teen Avengers Group. 3. Increase regular outreach visits to middle and high schools (a min. of 2x per quarter). 4. Explore and maintain new technologies for teen services. 5. Increase collaboration with outside teen-related organizations (e.g., Key Club, National Honor Society, etc.).	1. 4th Quarter 2015 2. 2nd Quarter 2015 3. 3rd Quarter 2015 4. Ongoing 5. 3rd Quarter 2015	1. \$5,000 2. \$500 3. \$800 4. \$2,000 5. \$500	
	Update the children's space to reflect the vibrancy of the overall children's program.	1. Revisit the 2011 children's room floor plan, furniture and décor plans. 2. Determine funding needs and set a strategy to obtain funds to implement the new space plan (e.g., grants, taxes, fundraising). 3. Implement the the new space plan.	1. 1st Quarter 2016 (Following the completion of the Teen Area.) 2. 2nd Quarter 2016 3. 4th Quarter 2016+[@Timeline]	1. \$5,000 2. \$2,000 3. TBD	
	Increase access to the library and its services for school aged children and teens.	1. Increase outreach into all local schools (2 elementary schools per quarter). <i>*See also outreach to teens previously discussed.</i> 2. Increase outreach to preschools and daycare facilities (2 per quarter). 3. Investigate busing options from the schools to the library as well as to the schools for library field trips. 4. Investigate creating a library "pop-up" location.	1. 4th Quarter 2015 with intention to increase the number of monthly visits in 2016 and 2017 2. 4th Quarter 2015 with intention to increase the number of monthly visits in 2016 and 2017 3. 3rd Quarter 2015 4. 2017	1. \$800 2. \$800 3. \$0 to investigate, TBD if implemented 4. \$10,000 (outside help)	
Strategic Focus:		PROGRAMMING FOR ALL AGES			

Goal	Investment	Project	Timeline	Budget	Outcomes
Deliver well-rounded and forward-thinking programming that engages the public from birth through adulthood.	Be Jennings County's source for quality and relevant free programs and instruction for all ages.	1. Identify specific programming needs for ages birth through adulthood by gathering direct community input through a variety of tools (e.g., survey, social media, polling outside local grocery store, etc.). 2. Develop an updated program plan for all ages in terms of content, schedule, location of programs, staffing needs, instructors/presenters.	1. 3rd Quarter 2015  2. 1st Quarter 2016	1. \$3,000  2. \$5,000 (outside help?)	Delighted patrons provided with sought after programming by a knowledgeable and customer driven staff.
	Strengthen and expand the Library's delivery of programs.	1. Establish a programming budget. 2. Revisit staff job descriptions to reflect changing responsibilities and duties based on community needs. 3. Revise mileage policy for outreach travel. 4. Implement a program feedback mechanism for all programs.	1. 2nd Quarter 2015 2. 2nd Quarter 2015 3. 2nd Quarter 2015 4. 4th Quarter 2015	1. \$5000 for 2016 & 2017 2. \$0 3. \$0 4. \$1,000	
	Increase community awareness of library programs.	See Marketing Initiatives	See Marketing Initiatives		

Strategic Focus: COLLECTION AND INFORMATION ACCESS FOR ALL AGES					
Goal	Investment	Project	Timeline	Budget	Outcomes
Provide the community with a variety of quality materials and resources.	Develop relevant and inspiring collections that meet Jennings County's changing needs and expectations.	<ol style="list-style-type: none"> <li>1. Revamp the checkout process for DVDs.</li> <li>2. Review collection development policy and establish a process for regularly evaluating all collections (i.e., types of collections, size of collections, weeding, etc.) in all formats.</li> <li>3. Evaluate collection organization (i.e., how they're arranged, displayed, etc.) for all material/collection types.</li> <li>4. Actively explore collection format options as well as preferences within the community through surveys, social media, etc.</li> <li>5. Strive to meet or exceed Indiana State standards for collections as a percentage of operating budget.</li> </ol>	<ol style="list-style-type: none"> <li>1. 2nd Quarter 2015</li> <li>2. 1st Quarter 2016</li> <li>3. 1st Quarter 2016</li> <li>4. 2nd Quarter 2016</li> <li>5. Ongoing</li> </ol>	<ol style="list-style-type: none"> <li>1. \$1,000</li> <li>2. \$0</li> <li>3. \$0</li> <li>4. \$0</li> <li>5. \$TBD</li> </ol>	A quality collection that meets the needs and expectations of the community.
	Work with local schools and other organizations to improve the alignment of JCPL collections with student needs.	<ol style="list-style-type: none"> <li>1. Establish a communication channel to the local schools.</li> <li>2. Increase school visits.</li> <li>3. Increase marketing materials to the school.</li> </ol>	<ol style="list-style-type: none"> <li>1. 2nd Quarter 2015</li> <li>2. See Youth Initiatives</li> <li>3. Begin in 3rd Quarter 2015 and regularly evaluate and revise as needed</li> </ol>	<ol style="list-style-type: none"> <li>1. \$500</li> <li>3. \$3,000</li> </ol>	
	Expand digital access to the Local History collection.	<ol style="list-style-type: none"> <li>1. Investigate options for implementing a more active volunteer program.</li> <li>2. Review other libraries and their processes and budgets for digitization.</li> <li>3. Establish a plan for digitization (needs, options, etc.).</li> <li>4. Investigate funding options.</li> <li>5. Implement plan and begin digitization.</li> </ol>	All plans and investigation in 2016 and implementations in 2017.	1. \$4,000 to investigate, implementation TBD	

Strategic Focus: CUSTOMER SERVICE					
Goal	Investment	Project	Timeline	Budget	Outcomes
Provide excellent customer service that leaves every library user with a lasting positive impression and promotes JCPL as a community leader.	Build library staff's ability to deliver the highest quality customer service.	<ol style="list-style-type: none"> <li>Educate all staff on the library's mission, vision and pursuit of goals and objectives.</li> <li>Review/revise job descriptions to reflect changing needs and responsibilities.</li> <li>Revisit family visit policy.</li> <li>Establish (and maintain) a service and procedures handbook and guidelines for staff</li> <li>Provide ongoing education for staff at all levels in order to increase knowledge across the board.</li> </ol>	<ol style="list-style-type: none"> <li>2nd Quarter 2015</li> <li>2nd Quarter 2015</li> <li>3rd Quarter 2015</li> <li>Ongoing</li> <li>Ongoing</li> </ol>	<ol style="list-style-type: none"> <li>\$0</li> <li>\$0</li> <li>\$0</li> <li>\$0</li> <li>\$5,000 (conferences and other training)</li> </ol>	Happy and informed library users well served by happy, knowledgeable, and customer service driven staff and spaces.
	Drive new service models and practices for improving information access and delivery.	<ol style="list-style-type: none"> <li>Assess options for adjusting library hours to better serve the public's needs.</li> <li>Modify library hours of service.</li> <li>Add self-check to improve efficiency and service delivery.</li> <li>Expand and enhance JCPL's library orientation program for the public.</li> <li>Establish a more robust volunteer program to assist with delivery of library services.</li> </ol>	<ol style="list-style-type: none"> <li>4th Quarter 2015</li> <li>2016</li> <li>3rd Quarter 2016</li> <li>2016</li> <li>2016</li> </ol>	<ol style="list-style-type: none"> <li>\$0</li> <li>\$TBD</li> <li>\$12,000</li> <li>\$500</li> <li>\$900</li> </ol>	
	Enhance and expand meeting room use within the community.	<ol style="list-style-type: none"> <li>Review meeting room policies and evaluate expanding usage of rooms for parties, for-profit groups with a fee-based system, etc.</li> <li>Improve equipment/technology in all meeting rooms spaces.</li> <li>Update the look and feel of large meeting spaces.</li> <li>Spearhead a community-wide meeting room calendar and booking system.</li> </ol>	<ol style="list-style-type: none"> <li>3rd Quarter 2015</li> <li>2017</li> <li>2017</li> <li>2016</li> </ol>	<ol style="list-style-type: none"> <li>\$2,000</li> <li>\$15,000</li> <li>\$50,000</li> <li>\$5,000</li> </ol>	

Strategic Focus: <b>MARKETING</b>					
Goal	Investment	Project	Timeline	Budget	Outcomes
Increase awareness of the role and services of JCPL.	Drive new approaches to marketing.	<ol style="list-style-type: none"> <li>1. Establish a marketing budget.</li> <li>2. Develop a marketing plan and JCPL awareness campaign.</li> <li>3. Evaluate the effectiveness of JCPL's existing marketing tools.</li> <li>4. Explore new marketing tools such as text message notifications, etc.</li> <li>5. Conduct regular customer surveys that measure levels of customer satisfaction.</li> <li>6. Create an JCPL Annual Report Card to assess patron satisfaction.</li> </ol>	<ol style="list-style-type: none"> <li>1. 2nd Quarter 2015</li> <li>2. 4th Quarter 2015</li> <li>3. 2016 - 2017</li> <li>4. 2016 - 2017</li> <li>5. 2016 - 2017</li> <li>6. 2016 - 2017</li> </ol>	<ol style="list-style-type: none"> <li>1. \$1,600</li> <li>2. \$6,000</li> <li>3. \$2,000</li> <li>4. \$400</li> <li>5. \$800</li> <li>6. \$1,600</li> </ol>	JCPL is recognized as a core community service with a growing and informed patron base.
	Empower library staff to be JCPL ambassadors in the community.	<ol style="list-style-type: none"> <li>1. Revisit and modify job descriptions to reflect changing needs and responsibilities.</li> <li>2. Increase staff outreach and word-of-mouth advertising / public speaking.</li> <li>3. Develop a library elevator pitch and train staff to delivery it.</li> </ol>	<ol style="list-style-type: none"> <li>1. 2nd Quarter 2015</li> <li>2. 2016 - 2017</li> <li>3. 4th Quarter 2015</li> </ol>	<ol style="list-style-type: none"> <li>1. \$0</li> <li>2. \$500</li> <li>3. \$800</li> </ol>	



**AGENDA ITEM NO.:** 11Bii

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

**SUBJECT:**

Pavillion Park Sound System

**FOR THE AGENDA OF:** May 7, 2019

**DEPT. OF ORIGIN:** Operations and Maintenance

**EXHIBIT:**

A – Quote/Specs  
B – Project Detail  
C – CIP

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>\$13,679.41</b>
<b>BUDGETED:</b>	<b>Included in the 2019 Budget and CIP A-1</b>

**SUMMARY STATEMENT**

The City desires to purchase a vandal/weatherproof sound system for the pavilion at Pavillion Park. The system has been designed for events at the park, excluding large productions which supply their own sound. These events include Memorial Day Breakfast, Barefoot in the Park, FOPP events, Youth commission Talent shows and Library outdoor events.

Labor and Industries electrical inspector has made an intensive effort this past year to require electrical permits and inspections of these smaller events, which put a cost strain on non-profit groups who utilize the pavilion for their community events. This system will alleviate the requirements of permits and inspections and the costs associated with them, allowing these groups to continue with their events. It will save on staff time spent on set up and tear down as well as replace the City's current low-quality PA system. Speakers will be mounted to the movie poles to produce sound in the immediate grassy bowl area. Staff training will be provided to maintenance staff. There were three quotes received and VIP Production Northwest had the lowest quote. This purchase was budgeted for 2019 and is also in the CIP, A-1.

**RECOMMENDED ACTION**

1. Authorize purchase and signature of the agreement.

Quote #1



VIP Production Northwest  
1011 E 2nd Ave  
Spokane, WA 99202  
(509) 747-4804

Bill To: Trevor Slocum  
City of Liberty Lake  
22710 E Country Vista Drive  
Liberty Lake, WA 99019

# QUOTE

DATE: 3/26/2019

Quantity	Item	Price	Total
2	JBL AWC129-BK All Weather Compact 1x12 2-Way Speaker	\$756.00	\$1,512.00
2	JBL AWC15LF-BK All Weather Compact 1x15 Subwoofer	\$880.00	\$1,760.00
2	Polar Focus PM1-17-G Speaker Pole Mount	\$759.99	\$1,519.98
2	Polar Focus PM1-CK-55 Chain & Hose Kit, 17" Max Diameter	\$399.00	\$798.00
1	Crown XTi6002 2 channel, 6000W amplifier	\$2,149.00	\$2,149.00
1	EWI R10U 10sp Equipment Rack with Casters	\$379.99	\$379.99
1	EWI SRD2U-18 2sp 18" SRD Deep Rack Drawer	\$119.99	\$119.99
1	Furman M-8x2 Power Conditioner	\$99.99	\$99.99
1	Shure QLXD24/B58 Beta 58 Handheld Wireless System	\$1,055.00	\$1,055.00
1	Soundcraft 5085984US Notepad-8FX 8ch Analog Mixer with EFX	\$149.99	\$149.99
4	Neutrik NL2FX 2 Pole Female Speakon Connector		
250	Graybar 12/4 SOOW Outdoor Rated 4 conductor Speaker Cable	\$1.95	\$487.50
1	Misc Parts	\$200.00	\$200.00
1	Estimated Shipping	\$800.00	\$800.00
16	Installation Labor	\$85.00	\$1,360.00
2	Two hours of System Training	\$85.00	\$170.00

Labor \$0.00  
 Shipping \$0.00  
 Subtotal \$12,561.44  
 Tax ~~\$1,105.41~~ 1117.97  
 Total ~~\$13,666.85~~ 13679.41

Customer Signature

Payment Method: Invoice - Net 30 Days  
Deposit Required: 75% Deposit Required

By signing, you agree to the following estimate and give VIP Production NW permission to move forward with the sale of the equipment. If order is cancelled under any circumstance, there will be a 20% re-stocking fee on all equipment that was ordered and received. We accept multiple forms of payment including checks, credit cards, and wire transfers. Note: there is a 3% convenience fee on credit card transactions.

Quotes are valid for 30 days. Prices do not include shipping, or applicable taxes unless listed.



# Liberty Lake Pavilion Sound System Installation Project

## **SCOPE**

Furnish and install the system as outlined herein, including all equipment, material, cable, labor for installation, testing, adjustment and equalization of the systems, supporting documentation of the systems, operation manuals, and instruction for designated personnel in the proper use and maintenance of the systems, both directly after installation.

## **OBJECTIVES**

To install a weatherproof sound system that can be used for small events in the park, including their movie nights in the summer. It needs to cover the grass covered bowl area surrounding the pavilion stage, and must be simple to use so any of the staff can operate it.

## **STANDARDS**

All equipment, cables and related devices shall be installed in a neat and workmanlike manner, according to all applicable codes (WAC, NEC, etc.), using accepted professional engineering standards, by qualified, licensed personnel, including Washington Limited Energy (06) electricians.

## **EQUIPMENT/SYSTEMS**

The speakers will be installed off the side of the poles on the front of the stage and angled to cover the entire area. There will be a 2 way speaker per side, as well as a single subwoofer per side for optimal sound quality to handle different types of audio needs of the system. Cables will be run across to the covered pavilion with a lock box containing the connections for the rolling rack to make them work. The rolling rack will include the amplifier, mixer, power condition, drawer for storage, and wireless microphone for easy storage. This rack must be stored off site when not in use.

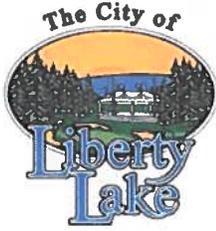
## **TRAINING**

We will provide two hours of training to all personnel who will be using the system so they know how to operate it. This will be scheduled once the installation is complete

**QUICK REFERENCE GUIDE - SUMMARY - CITY OF LIBERTY LAKE CAPITAL FACILITIES PLAN (2019 ONLY)**

BUDGET PAGE #	PROJECT #	PROJECT	2019	
PAGE 101	1	Trailhead Facility Master Plan	\$100,000	
PAGE 89	2A	Public Works Yard Land Acquisition	\$100,000	
PAGE 91	2B	Public Works Yard Development	\$425,000	
PAGE 95	3	Orchard Park Phase II - Pavilion	\$550,000	
PAGE 66	4	Rocky Hill Park - <del>Shade Structure</del>	\$20,000	
PAGE 89	6	Liberty Lake Ballfields Parking Lot & Maintenance Road	\$471,000	
PAGE 100	10	Library Facility Needs Assessment	\$40,000	
PAGE 82	12	Public Art	\$35,000	Per City Council 11-27-2018
PAGE 66	15	Asset Management Software Program (Parks & Facilities)	\$29,824	
PAGE 103	16	Community Message Board	\$10,000	
PAGE 91	A-1	Pavillion Park Improvements -security, irrigation renovation, overall pavilion maint., sound system pavillion	\$300,000	
PAGE 91	A-3	Trailhead Improvements - PUMP	\$322,070	
PAGE 66	A-4	Orchard Park Improvements -park setup, i.e., signs, dog pots, recycle bins, landscaping, kiosks, etc.	\$50,000	
PAGE 66	A-5	Town Square Improvements	\$0	Per City Council - 11-27-2018
PAGE 66	A-6	Liberty Lake Ball Field Improvements -safety netting backstops, entry sign	\$20,000	
PAGE 66	A-7	City Hall Building Improvements	\$10,000	
PAGE 100	A-8	Library Building Improvements -doors repair/replacement, lighting renovation	\$20,000	Reduce from \$30K - 11-27-2018
PAGE 102	A-9	Police Station Building Improvements	\$25,000	
PAGE 97	17	Harvard Rd Bridge Widening & I-90 Westbound On-Ramp	\$980,000	
PAGE 98	23	Appleway Ave & Madson Rd Traffic Signal	\$611,500	Switch to Fund 320
PAGE 89	26	Mission Improvements - Glenbrook to Corrigan Road	\$250,000	
PAGE 93	A-10	Annual Street Maintenance Allocation	\$50,000	
PAGE 93	A-13	Harvard Road Bridge Overlay	\$725,550	Switched to Fund 312
PAGE 98	29	Country Vista Operational Study	\$50,000	
PAGE 93	30	Annual Pedestrian Crossing Allocation	\$40,000	
PAGE 89	48	Sidewalk & Ped Safety Improvements-Mission Ave	\$561,000	
PAGE 104		UNDERGROUND UTILITY PROGRAM (LIBERTY LAKE RD., MOLTER RD., MISSION AVE.)	\$25,000	
<b>TOTAL</b>			<b>\$5,820,944</b>	

TOTAL CAPITAL PROJECTS	\$4,273,324
ASSET MANAGEMENT	\$1,522,620
CAPITAL PROJECTS BY OTHER	\$25,000
<b>Total</b>	<b>\$5,820,944</b>



AGENDA ITEM NO.: Biii

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

**SUBJECT:**

E Appleway Ave and N Madson St Traffic Signal

*BB.*

**FOR THE AGENDA OF:** May 7<sup>th</sup>, 2019

**DEPT. OF ORIGIN:** Planning & Engineering

**EXHIBIT:**

Contract

**DEPT. HEAD APPROVAL:** Director

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

**SUMMARY STATEMENT**

On 4/24/19 bids were opened for the E Appleway Ave. and N. Madson Street Traffic Signal Project. Low bidder was Colvico, Inc. with a bid price of \$379,186.00. This is lower than the Engineers Estimate. Approval is requested for a total of \$442,105 which includes the bid price, inspection costs and contingency. Under this approval staff will manage the contingency. TIB will separately approve the amount and provide agreed funding in the amount \$282,930.00 toward the total.

**RECOMMENDED ACTION**

1. Authorize a total of \$442,105.00 to construct the signals and authorize the Mayor to sign the attached contract with Colvico, Inc after TIB approval and Colvico signing.



PUBLIC WORKS DEPARTMENT

## E. APPLEWAY AVE & N MADSON STREET TRAFFIC SIGNAL

THIS AGREEMENT is by and between City of Liberty Lake (“Owner”) and  
Colvico, Inc. (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents, including Addenda 1, Addenda 2, Plans, Specifications and WSDOT 2018 Standard Specifications for Road, Bridge and Municipal Construction. These documents are included in this agreement in their entirety by reference.
- 1.02 The Work is generally described as follows: *The scope shall include, but is not limited to, furnishing all labor, equipment, and materials necessary to construct a traffic signal system, sidewalk, curb, curb ramps, gutter, channelization, and asphalt pavement restoration.*

### ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

#### **E Appleway Ave & N Madson Street Traffic Signal**

### ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by KPF (Engineer), who is to act as Owner’s representative as directed by the City Engineer.

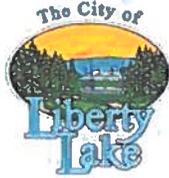
### ARTICLE 4 – CONTRACT TIMES

#### 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 40 days after the date when the Contract Time commences to run as provided in Project Special Provision section 1-08.5.



**PUBLIC WORKS DEPARTMENT**

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined.

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph.

Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner in agreement with the Contractor.

Unit prices are in accordance with Attachment A

ESTIMATED TOTAL OF ALL UNIT PRICE WORK                      \$ Three hundred seventy nine \$(376,186.00)  
thousand one hundred eighty six  
dollars.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the 31st day of each month during performance of the. All such payments will be based on the number of units completed with quantities to be mutually agreed between the Owner and Contractor.

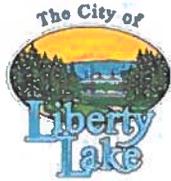
B. Retention will be held in the amount of 10%.

**CONTRACTOR’S REPRESENTATIONS**

6.03 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.



PUBLIC WORKS DEPARTMENT

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. Contract Provisions. Specifications as listed in the table of contents
  - 5. Drawings  
WSDOT Standard Specs and WSDOT Standard Plans
  - 6. Supplementary Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 7. Addenda (numbers 1 to 2, inclusive).
  - 8. Attachment A – Unit Price Breakdown



PUBLIC WORKS DEPARTMENT

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed
  - b. Work Change Directives.
  - c. Change Order(s).

**ARTICLE 8 – MISCELLANEOUS**

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



**PUBLIC WORKS DEPARTMENT**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement is dated \_\_\_\_\_.

OWNER:

CONTRACTOR

City of Liberty Lake Washington \_\_\_\_\_

Colvico, Inc. \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

22710 E Country Vista Drive \_\_\_\_\_

PO Box 2682 \_\_\_\_\_

Liberty Lake, WA 99019 \_\_\_\_\_

Spokane, WA 99220 \_\_\_\_\_

\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Attachment A</b>					
<b>E Appleway Avenue &amp; N Madson Street Traffic Signal</b>					
<b>Bid Date: 4/25/19</b>					
<b>Colvico, Inc.</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UM</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
A1	Mobilization	1	LS	\$10,150.00	\$10,150.00
A2	Irrigation System Restoration	1	FA	\$5,000.00	\$5,000.00
A3	Roadway Surveying	1	LS	\$2,200.00	\$2,200.00
A4	ADA Feature Surveying	1	LS	\$2,650.00	\$2,650.00
A5	Record Drawings	1	LS	\$1,320.00	\$1,320.00
A6	SPCC Plan	1	LS	\$700.00	\$700.00
A7	Project Temporary Traffic Control	1	LS	\$33,600.00	\$33,600.00
<b>DIVISION 2 - EARTHWORK</b>					
A8	Clearing and Grubbing	1	LS	\$2,300.00	\$2,300.00
A9	Sawcutting	200	LF	\$5.00	\$1,000.00
A10	Roadway Excavation Incuding Haul	30	CY	\$75.00	\$2,250.00
A11	Construction Geotextile for Separation	40	SY	\$10.00	\$400.00
A12	Potholing	20	LF	\$105.00	\$2,100.00
<b>DIVISION 4 - BASES</b>					
A13	Crushed Surface Top Course	20	TN	\$70.00	\$1,400.00
A14	Permeable Ballast	10	TN	\$85.00	\$850.00
<b>DIVISION 5 - SURFACE TREATMENTS</b>					
A15	HMA CI 1 1/2" PG 64-28	10	TN	\$3,600.00	\$36,000.00
<b>DIVISION 7 - DRAINAGE</b>					
A16	Shoring or Extra Excavation Class B	1	LS	\$900.00	\$900.00
<b>DIVISION 8 - MISCELLANEOUS CONSTRUCTION</b>					
A17	Erosion Water Pollution Control	1	LS	\$2,660.00	\$2,660.00
A18	ESC Lead	25	DAY	\$75.00	\$1,875.00
A19	Sod Installation	100	SY	\$15.00	\$1,500.00
A20	Topsoil Type A	12	CY	\$95.00	\$1,140.00
A21	Cement Conc Pedestrian Curb	30	LF	\$44.00	\$1,320.00
A22	Cement Concrete Sidewalk	10	SY	\$110.00	\$1,100.00
A23	Mod Cement Concrete Curb Ramp Type Parallel A	4	EA	\$880.00	\$3,520.00
A24	Paint Line	100	LF	\$0.60	\$60.00
A25	Painted Crosswalk Line	790	SF	\$3.70	\$2,923.00
A26	Painted Stop Line	140	LF	\$3.70	\$518.00
A27	Traffic Signal System	1	LS	\$259,750.00	\$259,750.00
				<b>BID TOTAL</b>	<b>\$379,186.00</b>



**AGENDA ITEM NO.: Biv**

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

**SUBJECT:**

Parametrix Orchard Pavilion Task Authorization 2019-003

**FOR THE AGENDA OF:**

May 7<sup>th</sup>, 201~~8~~<sup>9</sup>

**DEPT. OF ORIGIN:**

Planning & Engineering

**EXHIBIT:**

Task Authorization

*BB*

**DEPT. HEAD APPROVAL:**

Director

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

**SUMMARY STATEMENT**

Per the Capital Facilities Plan and 2019 the City desires to proceed with building the pavilion at Orchard Park. It is the intent to re-purpose the previously completed SPVV plans and go out to bid with a standalone set. This task order in the amount of \$15,800.00 authorizes Parametrix to provide a stamped bid set of plans and specifications. The goal is to have the pavilion bid and constructed in 2019.

**RECOMMENDED ACTION**

1. Authorize the Mayor or City Administrator to sign the attached Task Authorization 2019-003 with Parametrix in the amount of \$15,800.00.

**TASK AUTHORIZATION No. 2019-003**

<b>PARAMETRIX, INC.:</b>	<b>April 2, 2019</b>
Office Address:	835 North Post, Spokane, WA 99201
Project Number:	_____
Project Manager:	<b>K.J. Hanley</b>

<b>TASK AUTHORIZATION NAME:</b>	<b>Orchard Park – Pavilion Rebid</b>
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<b>CLIENT:</b>	<b>City of Liberty Lake</b>
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<b>SCOPE OF WORK:</b>	<b>See the attached Scope of Work</b>
-----------------------	---------------------------------------

<b>SCHEDULE FOR COMPENSATION (check one):</b>	<b>Per Agreement</b>
<input type="checkbox"/> Lump Sum	Lump Sum Amount: \$
<input checked="" type="checkbox"/> Negotiated Billing Rates	Estimated Compensation Amount: \$ 15,800
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount: \$

<b>SCHEDULE FOR WORK COMPLETION:</b>	<b>As Directed.</b>
--------------------------------------	---------------------

<b>HOURLY ESTIMATE OF FEES::</b>	<b>This task will be completed on an hourly basis with a not to exceed total estimated cost of \$15,800.</b>
----------------------------------	--

This Task Authorization is subject to the terms of the PROFESSIONAL SERVICES TASK AUTHORIZATION AGREEMENT between the CLIENT and Parametrix, Inc. which became effective April 21, 2017

**For CLIENT**  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**For Parametrix, Inc.**  
By: [Signature]  
Title: PRINCIPAL  
Date: 4/2/19

## Orchard Park – Pavilion Rebid

April 1, 2019

### Description of Work and Fees

#### I. Scope of Services

This scope will cover the work associated with repackaging the original design for the pavilion into a standalone project. The project will utilize the original design for the pavilion that was approved and bid in early 2018 as part of the Liberty Lake Orchard Park Project. Coffman Engineers will revise their original electrical design to be part of the stand along project, and Cortner Architectural Company will also revise their plans as necessary. Both Coffman and Cortner have provide scope and fees for their work, which are attached and included in this task order.

- A. **Construction Specifications and Bid Documents.** Compile construction specifications prepared by Cortner and Coffman, bid documents, and opinion of construction costs. This task also includes answering questions that arise during the bidding process and providing information as required for inclusion in to addendums.
- B. **Coordination & Administration.** Provide project design coordination and attend meetings, as necessary during the design process. This task also includes general project administration and billing costs associated with the project.
- C. **Electrical Drawings and Specifications.** See the attached scope of work from Coffman for a detailed description for work provided.
- D. **Architectural Drawings and Specifications.** See the attached scope of work from Cortner Architectural Company for a detailed description of work provided.

#### II. Fee Summary

Fees for the Scope of Services above shall be completed on an hourly basis, not to exceed the total sum of Fifteen Thousand Eight Hundred Dollars (\$15,800.00) without written authorization from the City of Liberty Lake. These fees are broken down below for reference only.

A. Construction Specifications and Bid documents ( <i>Parametrix</i> )	\$2,800.00
B. Coordination & Administration ( <i>Parametrix</i> )	\$700.00
C. Electrical Drawings & Specs ( <i>Coffman</i> )	\$3,800.00
D. <u>Architectural Drawings &amp; Specs (<i>Cortner</i>)</u>	<u>\$8,500.00</u>
	\$15,800.00

#### ***Assumptions and Exclusions:***

- *Construction services are not included for Civil*
- *Preparing color renderings and presentation graphics is not included.*
- *Geotechnical Work is included as part of this scope.*
- *The scope does not include any permanent easements that may be required to construct the project.*
- *The scope does not include the preparation or review of any record drawings to document the actual work completed.*
- *The scope does not include any permitting or construction certification.*



March 15, 2019

Mr. K.J. Hanley, P.E.  
Senior Engineer  
Parametrix  
835 N. Post, Suite 201  
Spokane, WA 99201

Project: Orchard Park Pavilion  
Liberty Lake, Washington

Subject: Proposal for Professional Engineering Services

Dear K.J.:

Coffman Engineers, Inc. is pleased to submit this proposal for electrical engineering services for the Orchard Park Pavilion in Liberty Lake, Washington. We appreciate the opportunity to work with you on this project.

The attached terms and conditions (Coffman Engineers Agreement for Professional Services) will serve as our contract for services, in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two. If you find this proposal acceptable, please sign in the space provided at the end of this proposal and return to us as written authorization to proceed.

## **PROJECT DESCRIPTION**

We anticipate the pavilion design to be substantially the same as what we provided in the original Orchard Park construction documents dated 2/9/2018. We will re-package our drawings for the Pavilion so the City can bid it as a stand-alone project.

## **PROJECT APPROACH**

Coffman Engineers will provide construction drawings for the Pavilion. Electrical specifications will be shown directly on the plans. Coffman Engineers will provide engineering design services through the completion of design and permitting, providing a set of plans that can be sent to contractors for bidding. We will also provide assistance during the construction administration phase by answering RFI's and reviewing submittals.

## **BASIC SERVICES**

The following basic services will be included with our engineering and design services:

1. Electrical Engineering Basic Services
  - a. Electrical Engineering Design / Construction Documents
    - Specifications, Abbreviations and General Notes
    - Electrical Site Plan
    - Enlarged Electrical Pavilion Plans
    - Electrical Details
    - Lighting Schedules
    - One-Line Diagram and Panel Schedules
  - b. Construction Administration
    - Submittal Reviews
    - Answering RFIs

### **ADDITIONAL SERVICES**

The following services are not included under Basic Services and will be considered Additional Services to the Agreement:

1. REDESIGN DUE TO VALUE ENGINEERING OR CONSTRUCTABILITY REVIEWS: Value engineering or constructability review that requires redesign or additional effort will be considered an additional service.

### **ARCHITECT/OWNER FURNISHED ITEMS**

Our proposal assumes the following items will be provided to us by Parametrix or the Owner:

1. N/A

### **ASSUMPTIONS/CLARIFICATIONS**

Our proposal assumes the following assumptions and clarifications:

1. The Pavilion floor plan will stay the same as originally designed.

### **ENGINEERING FEES**

Basic services for electrical engineering will be performed on a lump sum basis for the work described above as follows.

Electrical Engineering Design / Construction Documents / Construction Administration:  
\$ 3,800

Invoices will be provided once a month and will reflect billing on a percent complete basis.

Mr. K.J. Hanley, PE  
Parametrix  
March 15, 2019  
Page 3

## REIMBURSABLE EXPENSES

Reimbursable expenses are included in the total fee noted above. We assume Parametrix will be responsible for reprographic costs associated with the final deliverables to the City of Liberty Lake and the Contractor.

Thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,

COFFMAN ENGINEERS, INC.



Kurt Niven, P.E., LEED AP  
Principal

Enclosure: Agreement for Professional Services

This proposal is acceptable to Parametrix:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Attachment to and part of Proposal**  
**Dated: March 15, 2019**  
**To: Mr. K.J. Hanley, PE, Parametrix**  
**Project: Orchard Park Pavilion, Liberty Lake, Washington**

**10 North Post Street, Suite 500**  
**Spokane, Washington 99201**  
**(509) 328-2994**  
**FAX (509) 328-2999**

1. **PROFESSIONAL SERVICES BY STAFF AND OFFICERS**

Unless otherwise noted in the agreement, fees for services are based on the time expended on the project, including travel time, by professional, technical, and clerical personnel, and will be computed using our standard billing rate schedule.

2. **REIMBURSABLE EXPENSES**

Expenses other than salary costs that are directly attributable to our professional services are invoiced as described on our reimbursable schedule, or if not listed, at our cost plus 10%. Examples of these expenses include but are not limited to out of town travel expenses, long distance telephone charges, postal and shipping charges, use of personal and rental cars, job related supplies, and blue printing and reproduction costs.

3. **SERVICES BY OTHERS**

When considered necessary, other firms or consultants may be utilized with your approval. The cost of services of other consultants or firms will be marked up 10% (or as otherwise agreed in writing) to cover taxes and other overhead-type expenses, and will be included in our invoice.

4. **PAYMENTS**

Invoices will be submitted monthly for prior services. Payment will be due upon receipt of invoice. An account will become delinquent thirty days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one percent (1%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which our office submitting the invoice is located). If you fail to make payments to us within 30 days of receipt of invoice, we may, after giving seven days written notice to you, suspend services.

5. **OTHER PROVISIONS**

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

It is understood and agreed that we have not been retained or compensated to provide design and construction review services relating to the safety precautions of any contractor or subcontractor who may work on the project and that we will not be providing such services. An opinion of construction cost prepared by us represents our judgment as a design professional and is supplied for your general guidance. Since we have no control over the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to contractor bids of actual cost to the project.

6. **OWNERSHIP OF DOCUMENTS**

All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by us, as instruments of service, shall remain our property.

It is understood by you that any design produced as a result of these professional services is for a specific project and unique set of design criteria, and you agree and understand that any such design will not be used as a prototype in the future without a new engineering evaluation.

7. **GENERAL LIABILITY AND LIMITATION THEREOF**

We agree to hold you harmless and to indemnify and defend you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive or professional office package general liability insurance and not otherwise. We carry comprehensive or professional office package general liability insurance, which, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, we will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

8. **PROFESSIONAL LIABILITY AND LIMITATION THEREOF**

This paragraph relates only to Professional Liability and not to General Liability. Should we or any of our agents or employees be found to have been negligent in the performance of professional services from which you sustain damages, you will agree to limit your recoverable damages from such liability, plus any claims for cost of defense or other incurred costs to an aggregate amount not to exceed \$1 Million dollars or our fee, whichever amount is greater. In the event that you are unwilling or unable to limit our professional liability to these sums, we will waive this limitation upon written request, provided that you agree to pay for this waiver. If you do not exercise your written option as set forth above at the time you accept this agreement for professional services, it is agreed that you accept the \$1 Million dollars limitation set forth in this paragraph.

9. **STANDARD OF CARE**

Services performed by us under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied is made.

10. **HAZARDOUS SUBSTANCES (ASBESTOS & TOXIC CHEMICALS)**

It is understood and agreed that, in seeking the professional services of COFFMAN ENGINEERS under this agreement, you may be requesting COFFMAN ENGINEERS to undertake obligations for the client's benefit involving the presence or potential presence of hazardous substances. Therefore, you agree to hold harmless, indemnify, and defend COFFMAN ENGINEERS from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence of COFFMAN ENGINEERS in the performance of services under this agreement.

11. **TERMINATION**

This agreement may be terminated by either party by seven days written notice in event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this agreement is terminated, it is agreed that we shall be paid for services performed to the termination notice date, including reimbursable expenses due, plus termination expenses.

12. **MEDIATION**

In an effort to resolve any conflicts that arise during or following the completion of the project, you and COFFMAN ENGINEERS agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

# CORTNER ARCHITECTURAL COMPANY

ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

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March 19, 2019

KJ Hanley, PE  
Parametrix  
[khanley@parametrix.com](mailto:khanley@parametrix.com)  
(509) 381-6166

RE: A/E Fee Proposal | Orchard Park Pavillion

Dear KJ,

Thank you for the opportunity to submit our proposal to provide professional services for this project. Following is a summary of the scope of work and schedule, followed by our proposed fee.

## Scope of Work

Re-package the pavilion structure for bidding as a stand-alone project. We anticipate working as a subcontractor under a prime contractor (Parametrix). Work includes:

- Repackaging architectural drawings, specifications and estimate for re-bidding. [We anticipate re-packaging the drawings onto an updated title-block provided by the prime contractor. We anticipate re-packaging the architectural specifications using the existing format, updating project name, number and issue date. We anticipate re-using the same project cost estimate].
- It is our understanding we will provide bid period services limited to answering contractor questions and issuing addenda.
- Construction period services will be limited to review of product submittals and answering contractor requests for information.

## Anticipated Design Schedule

<i>Design Period Description</i>	<i>4 weeks</i>
DRAFT Submittal with requested format updates .....	2 weeks
Review of DRAFT .....	1 weeks
FINAL Submittal incorporating updates .....	1 weeks
 <i>Bidding Period Description</i>	 <i>3 weeks</i>
1 <sup>st</sup> advertisement through Bid Opening .....	3 weeks

Proposed Fee

**Architectural Services**

**Proposed Fee**

*Design Services*

Re-package drawings, specs, estimate

3,500 estimated T&M

*Bid Period Services*

Q/A & Addenda (8 hours at \$125/hr)

1,000 estimated T&M

*Construction Period Services*

Submittals & RFIs (32 hours at \$125/hr)

4,000 estimated T&M

**Total (Design + Bid + Construction Period)**

**8,500.00**

Engineering sub-consultants such as civil, structural, mechanical and electrical; and specialty sub-consultants such as special inspections, material testing, and commissioning agents if required and authorized to proceed will be billed as a reimbursable expense. Additional design coordination if requested will be billed at the project architect hourly rate. We anticipate deliverables to be sent electronically. Paper copies and permits if requested will be billed as a reimbursable expense. Site visits if requested will be billed at the project architect hourly rate.

We look forward to working with you on this project. If this proposal, along with the attached terms and conditions, meets with your satisfaction, please print and sign two copies, returning one for our files and retaining the other for your files. If you have any questions, please feel free to call.

Sincerely,



James D. Cortner  
Principal  
Cortner Architectural Company

**Acknowledgement of Agreement and Authorization to Proceed**

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

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

SIGNATURE: \_\_\_\_\_

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

Parametrix  
835 N Post, Suite 201  
Spokane, WA 99201  
Ph: 509.328.3371

## Client Agreement for Professional Services - Terms and Conditions

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### Agreement

The Client Agreement for Professional Services (“Agreement”) shall consist of the Architect’s Fee Proposal, the Architect’s Hourly Schedule for Consultant Services, these Terms and Conditions, and any documents referenced in the Proposal or these Terms and Conditions.

### Professional Services

Unless otherwise noted in the agreement, fees for professional services are based on the time and expenses expended on the Project, including travel time, by professional, technical and clerical personnel, and will be computed using our standard hourly billing rate schedule.

### Reimbursable Expenses

Expenses other than salary costs that are directly attributable to the Project are in addition to the compensation for Professional Services. Incurred expenses are invoiced at cost plus ten percent (10%) to cover taxes and other overhead-type expenses. Examples of these expenses include, but are not limited to: transportation, mileage at current state defined rates, authorized out-of-town travel and subsistence, electronic communications, reproductions and printing, postage, package handling and delivery, job-related supplies, service-by-others and insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect.

### Service-by-Others

When necessary, other firms or consultants may be utilized when authorized. The cost of services of other consultants or firms will be considered a reimbursable expense and billed at cost plus ten percent (10%).

### Change in Services

Only the specific services set forth in Scope of Work section of the Proposal are included in the Agreement, and any services excluded in the Exclusions section of the Proposal are not included. Any services requested by the Owner that do not fall within the Scope of Work or if any of the following circumstances affect the Architect’s services for the Project, including the services required of the Architect’s consultants, the Architect shall be entitled to an appropriate adjustment in the Architect’s schedule and compensation.

- Change in the instructions or approvals given by the Owner that necessitate revisions to the originally approved scope of professional services.
- Significant change in the Project including – but not limited to – size, quality, complexity, the Owner’s schedule or budget, procurement method, Owner’s Program or Owner’s Project Representative.
- Decisions of the Owner not rendered in a timely manner.
- Failure of performance of either the Owner or Contractor under the Contract for Construction.
- Changing or editing previously prepared documents necessitated by the enactment or revisions of codes, laws, regulations or official interpretations.
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party.

Upon recognizing the need for such additional services, the Architect shall notify the Owner and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization to proceed. Absent agreement on a fee for such services, the Architect shall be compensated based on the Hourly Schedule for Consultant Services plus reimbursable expenses.

### Payments to Architect

Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect’s invoice. Payment will be due upon receipt of invoice. The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the work or for damages of any kind. An account will become delinquent thirty (30) days after date of billing, and any unpaid amounts after thirty (30) days shall bear interest at the rate of a twelve percent (12%) annual [one percent (1%) monthly].

## Client Agreement for Professional Services - Terms and Conditions

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### Miscellaneous Provisions

An opinion of construction cost prepared by us represents our judgment as an Architect and is supplied for your general guidance. Since we have no control over the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to Contractor bids of the actual Cost of the Work to the owner.

The Owner acknowledges that the offer of the Architect to perform its services pursuant to this Agreement does not constitute in any manner a representation or warranty of the actual site and/or subsurface conditions that may exist on any site related to the Project or services performed hereunder. The Owner waives any and all claims, causes of action, or demands whatsoever against the Architect, the Architect's consultants, and their respective agents and employees that may arise in its favor if, in performing its work, the Architect finds the actual site and/or subsurface conditions encountered do not conform to the Owner's available information or understanding.

In as much as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for gross negligence on the part of the Architect, the client will hold harmless and indemnify the Architect from and against any and all claims, damages, awards and costs of defense arising out of the professional services provided under this agreement.

The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances or any other pollutant in any form at the Project site or at any adjacent building or site.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

### Ownership of Documents

All reports, field data, field notes, test data, calculations, Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants, are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's unauthorized use of the Instruments of Service.

### Limitation of Liability

In light of the limited ability of the Architect to affect the risks inherent in the Project, and of the disparity between the Architect's fee and the potential liability for problems or alleged problems with the Project, and in consideration of Architect's undertaking of the obligations imposed by this Agreement, the Owner agrees to limit the total aggregate liability concerning or related to the Project of the Architect and the Architect's consultants, and their respective agents and employees, on any and all legal and equitable theories and concerning any and all kinds and causes of losses, to the fullest extent allowed by law as to the Owner and the Project's contractor(s) to the amount of \$50,000, or the Architect's fee, whichever is less. This limitation shall apply to claims upon breach of contract, negligence, or any other theory.

Further, the Owner shall indemnify and hold harmless the Architect and the Architect's consultants, and their affiliated individuals, to the fullest extent allowed by law concerning any and all claims, liability, costs and/or losses of any kind or cause whatsoever related to the Project even in situations involving actual or alleged "active negligence" or "design defects"; provided, however: (1) that this indemnification shall not apply to any indemnitee's sole negligence or willful misconduct; and (2) with regard to any claim for personal injury or property damage that is the result of the concurrent negligence between the Architect and the Owner, the Owner's duty to indemnify shall be limited to the extent of the Owner's negligence or fault.

### Contractor's Insurance

The Owner shall require all contractors and subcontractors to include the Architect, the Architect's consultants, and the Owner as additional insureds on a primary and non-contributory basis under the contractors' and subcontractors' general liability insurance policies applicable to the Project.

## Client Agreement for Professional Services - Terms and Conditions

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### Waiver of Subrogation

To the extent that any damages are covered by property insurance during any construction performed in connection with the services provided by the Architect, the Architect's consultants, or their respective agents or employees hereunder, the Owner waives all rights against the Architect, its consultants, and their respective agents and employees for damages so covered. The Owner agrees to require any contractor or contractors it retains to provide similar waivers in favor of the Architect, its consultants, and their respective agents and employees.

### Standard of Care

Services performed by the Architect under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions at the time and in the geographic locale where the services are performed. No other representations, guarantees, or warranties, express or implied, are made or intended in this agreement or in any other report, document or other communication which is prepared or transmitted in connection with this Agreement. Furthermore, the Architect shall owe no duties to the Owner independent of the duties set forth in this Agreement.

### Third Parties

Nothing under this Agreement shall be construed to give any rights or benefits in this agreement to anyone other than the Owner and the Architect. All duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the Owner, and not for the benefit of any other party. The Architect owes no duties to any third-parties arising out of or relating to any services performed by the Architect for the Project.

### Site Safety

In the event any of the reports, documents or other materials prepared hereunder are used in connection with any construction or on any construction site, the Architect, the Architect's consultants, and their respective agents and employees shall not be responsible for any construction contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to any work of any such contractors, or for any failure of any such contractors to comply with laws, rules, or regulations. To the fullest extent permitted by law, neither the Architect, the Architect's consultants, nor any of their respective employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by any such construction contractors.

### Dispute Resolution

#### *Mediation*

The Owner and Architect shall endeavor to resolve claims, disputes and other matters in questions between them by mediation, unless the parties mutually agree otherwise. The mediation shall be held at a mutually agreed upon location, and the parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### *Arbitration*

Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration. Unless the parties mutually agree otherwise, the arbitration shall be filed with and administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. In no event will a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except that, in the Architect's sole discretion, the Architect may join any of its consultants. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### *Claims for Consequential Damages*

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

## Client Agreement for Professional Services - Terms and Conditions

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### Termination or Suspension

If the Owner fails to make payments to the Architect within 30 days of receipt of invoice, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, after giving seven days written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension.

If the Owner suspends the Project for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner suspends the Project for more than 90 consecutive days, the Architect may terminate this Agreement after giving seven days written notice to the Owner.

This agreement may be terminated by either party given seven days written notice in event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this agreement is terminated, through no fault of the Architect, the Architect shall be paid for services performed to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as fifteen percent (15%) of our total fee for services earned to the time of termination to account for our costs of rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

### Project Representations

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.

### Severability

The provisions of the Agreement are intended to be severable. If any terms or provisions hereof are illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

### Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Architect and supersedes all prior agreements or understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### Governing Law

This Agreement shall be governed by the law of the place where the Project is located.

### Binding Effect and Assignment

The Owner and the Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other

# CORTNER ARCHITECTURAL COMPANY

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ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

## 2019 Hourly Rate Schedule

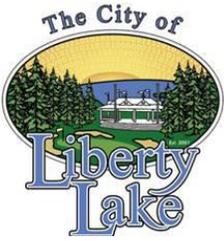
### Professional Services

<b>Staff Category Job Classification</b>	<b>Billing Rate</b>
Principal.....	\$145.00
Project Manager/Project Architect.....	\$125.00
Project (Site) Representative/Cost Estimator.....	\$110.00
Designer.....	\$95.00
Administrative Assistant / CAD Technician .....	\$75.00

### Reimbursable Expenses

Expenses other than salary costs that are directly attributable to the Project are in addition to the compensation for Professional Services. Incurred expenses are invoiced at cost plus ten percent (10%) to cover taxes and other overhead-type expenses. Examples of these expenses include, but are not limited to: transportation, mileage at current state defined rates, authorized out-of-town travel and subsistence, electronic communications, reproductions and printing, postage, package handling and delivery, job-related supplies, service-by-others and insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect.

# **RESOLUTION**



**AGENDA ITEM NO.:** 12

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

**SUBJECT:**  
Surplus Resolution

**FOR THE AGENDA OF:** May 7, 2019

**DEPT. OF ORIGIN:** Administrative Services

**EXHIBIT:**  
A – List of surplus items

**DEPT. HEAD APPROVAL:** RJS

<b>EXPENDITURE REQUIRED:</b>	<b>No</b>
<b>BUDGETED:</b>	<b>No</b>

**SUMMARY STATEMENT**

The City desires to dispose of the surplus items by selling what we can and discarding what we cannot; in a manner that minimizes the use of City resources. Recommended action is to pass the Resolution and authorize staff to sell or otherwise dispose of surplus items in a manner deemed to be in the best interest of the City.

**RECOMMENDED ACTION**

Approve Resolution 19-255 declaring as surplus, certain personal property of the City.

**RESOLUTION NO. 19-255  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY  
ITEMS DEEMED TO BE SURPLUS TO THE REASONABLY FORESEEABLE NEEDS  
OF THE CITY OF LIBERTY LAKE, WASHINGTON**

WHEREAS, certain items of equipment belonging to the City of Liberty Lake are obsolete and no longer utilized by the City;

WHEREAS, the City would like to dispose of these items that are unneeded or not useful to the City; and

WHEREAS, the City has followed its financial policies and procedures for the surplus of equipment and is now desirous of formally declaring the items as surplus and disposing of them pursuant to the City's Municipal Code;

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

The items belonging to the City of Liberty Lake as shown in Exhibit A are declared to be surplus to the foreseeable needs of the City and it is deemed to be for the common benefit of the residents of the City to dispose of said items. The Mayor is authorized to dispose of the items listed in this Resolution in a manner that will be to the best advantage of the City of Liberty Lake.

Approved by the City Council this 7th day of May, 2019.

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

Attest:

Approved as to Form:

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

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

## Exhibit A

### Request to surplus City of Liberty Lake Equipment

Item Desc.	Make/Model	#	Value	Notes
Desktop Computer		1		Golf Course
Keyboard		1		Golf Course
Mouse		1		Golf Course
Panasonic Tube TV	CT-32624A	1		Golf Course
HP Office Jet Printer	Pro 8600	1		Golf Course
Cash Register	Samsung	1		Golf Course
Evap AC Unit	AP057052	1		Golf Course
Computer	HP Compaq 8200 Elite	1		Parks
Computer	HP MXLO51124K	1		Parks
Computer	HP Compaq DC7700 mini tower	1		Parks
Computer	HP Pro 3/30 MT	1		Parks
Computer	Dell Optiplex 360	1		Parks
Computer	Dell Optiplex 360	1		Parks
5 paint totes		5		Parks
Golf Course Bunker Rake	John Deere 1200A	1		Parks
Tow behind fertilizer spreader	Lely	1		Parks
Composting Bins	N/A	1		Parks
Zero Turn Mower	ExMark	1		Parks
Zero Turn Mower	Toro	1		Parks
Golf Course Verticutter	Jacobsen GK IV	1		Parks
Single Wheeled Wheelbarrow		1		Parks
5-Two Wheeled Wheelbarrow		5		Parks
Printer	Brother MFC09130	1		Parks
Dell Monitor	Dell	1		City Hall
Tower	Dell Vostro 200	1		City Hall
Speaker set	Computer	1		City Hall
Computer Cords	Mixed			City Hall
File Cabinet	2 drawer metal	1		City Hall
Desk cabinet	wall	1		City Hall
Phone		1		City Hall
Keyboard Tray	Under desk	1		City Hall
Christmas wreath		1		City Hall
Pictures	4 different sizes	4		City Hall
TV	Tube	1		City Hall
Computer Tower	HP – Pro desk	1		City Hall
Keyboard		1		City Hall
3 small red easy chairs		3		Library
Brother MFC-9840CDW printer		1		Library
Soundstation speaker phone		1		Library
Apollo wireless mic and Meeting amplifier		1		Library
Dell Vostro 200 desktop computer tower		1		Library
Zotac Zbox Mini computer		1		Library
2 10-Drawer Rolling Storage Cart		2		Library
Legal Size Hanging Folder Frame	PA-5400	1		Library
4-drawer plastic storage		1		Library
Small, plastic and faux-wood side table		1		Library
11 metal shoe display racks		11		Library

**FIRST READ  
ORDINANCE**

# **Introduction of Upcoming Agenda Items**




DRAFT