

**CITY COUNCIL MEETING
TUESDAY, JANUARY 21, 2020
CITY HALL
22710 E. COUNTRY VISTA DRIVE
7:00 P.M.**

COMMITTEE WORKSHOP DISCUSSIONS – 6:00 p.m.

- Operations and Maintenance
- Planning & Building Services

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. SPECIAL PRESENTATION**

Appreciation Certificates for Outgoing Advisory Board Members

- Phil Folyer and Tom Sahlberg, Planning Commission
- Bridgette Harris, Parks & Arts Commission

- 8. REPORTS**
 - City Board & Commission Reports
 - Liberty Lake Sewer & Water District & Other Public Agency Reports
- 9. MAYOR & CITY COUNCIL REPORTS**
- 10. CITY ADMINISTRATOR REPORT**
- 11. WORKSHOP DISCUSSIONS**
 - Review City Council's Rules of Procedure – Council Member Kaminskas

The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Contact the City at 755-6700 with 24-hours advance notice for special accommodations.

12. ACTION ITEMS

A. Consent Agenda

- i. Approve January 7, 2020 City Council Minutes
- ii. Approve December 31, 2019 vouchers in the amount of \$110,592.64, the December payroll, benefits and quarterlies in the amount of \$372,553.02 and January 21, 2020 vouchers in the amount of \$34,335.40

B. General Business

- i. Select Mayor Pro Tem
- ii. Authorize the Mayor to sign the Agreement with The Splash / Wick Enterprises
- iii. Approve Spokane Symphony Agreement with Friends of Pavillion Park in the amount of \$15,000 and authorize the Mayor to enter into the Agreement
- iv. Authorize the purchase of the 2020 Washington Digital Library Consortium & Washington Anytime Library Services in the amount of \$7,415.61
- v. Authorize the Mayor to sign the Agreement with the Washington State Department of Transportation (WSDOT) to pay review fees in the amount up to \$75,000
- vi. Approve the Right-of-Way Dedication Agreement for Indiana Avenue, and authorize the Mayor to execute the right-of-way dedication agreement.
- vii. Delegate authority to the Mayor to execute the Transportation Improvement Board Consultant Agreement for the Liberty Lake Road Preservation project in the amount of \$57,725.73
- viii. Approve Pavillion Park Mural Donation Agreement to accept a donation of \$ 6,250.00 from Ross and Kelli J. Schneidmiller and authorize the Mayor to sign the Donation Agreement

13. RESOLUTIONS

- a. Resolution No. 20-264 – Appointing a Spokane Transit Authority Board Member
- b. Resolution No. 20-265 – Appointing a Spokane Regional Transportation Council Board Member and alternate

14. FIRST READ ORDINANCES

- a. Ordinance No. 264B – Amending the City of Liberty Lake's 2020 budget to reimburse the Washington State Department of Transportation for review/approval services for the Henry Road design

14. FIRST READ ORDINANCES (continued)

- b. Ordinance No. 241B – Amending the regulations for public rights of way activity within the City of Liberty Lake

15. INTRODUCTION OF UPCOMING AGENDA ITEMS

16. CITIZEN COMMENTS

17. EXECUTIVE SESSION – Potential Litigation per RCW 42.30.110(i)

18. ADJOURNMENT

REPORT

Liberty Lake Municipal Library
December 2019 Report

	2019	2018
Checkouts	6,424	6,215
Renewals	1,554	1,215
ILL – Lent to Other Libraries	22	36
Lent to CIN	923	949
Downloads	1,751	1,517
InHouse	303	612
Freegal	367	427
Database Use	17	10
TOTAL:	11,361	10,981
Borrowed from CIN	952	932
Checkins	7,146	6,774
Computer Checkouts	188	206
Patron Visits	3,968	9,054*
New Cards	61	53
Total Cards	7,222	6,626
Programs		
Storytime	310	581
Outreach Storytime	96	103
1000 Books	0	0
Other Youth	359	361
Teen	20	14
Adult	66	26
TOTAL:	851	1,085
Meeting Room (non-library use)	15	19
Proctoring	1	3

*Number skewed due to malfunctioning door counter.

Programming and Outreach

The City and Library partnered to present a successful Saturday with Santa event, with over 250 participants (appx. 169 children). Youth Services Librarian Jandy Humble and Library Associate Erin Smith offered two Christmas Tree Cone Decorating programs, which were fun and well-attended crafts. Jandy also finished the Code Club: Bloxels series and focused on STEM with the Hour of Code: Ozobots program.

Library Associate Joanne Percy offered a slate of classes for teens and adults. Both adults and teens enjoyed making holiday cards and ornaments. Adults also had the opportunity to make truffles. As you might expect, this was a very popular program. Overall, all programs were well-attended.

Collection

We are continuing to manage the Most Wanted collection of bestselling titles.

Facility

There are no facility issues to report.

Staffing

Librarian Jandy Humble is out on an extended leave.

Other

We are in the beginning stages of the Envisionware project, which will provide a public computer management and self-service printing solution. This project should be complete by the end of February. The Community Needs Assessment and Library Master Plan project is almost complete. Consultant Rob Cullin presented the highlights of the final report at the City Council meeting, and this report will be posted in January.

Upcoming Highlights

The library will be closed on Monday, January 20 in observance of Civil Rights Day.

For adults

Bath Bombs and Shower Jellies
Meditation and Mindfulness
Book Club
Needle Arts Group
Outreach Senior Craft @ Talon Hills

For youth

Story Times – Move & Groove, Baby, and Family
Lego Club
Roominate Village Kits
Drop-In Chess
Built It!
Explore Cubelets
Outreach Crafts @ Talon Hills
Teen Class: Paint & Snack
Teen Club

For family/All ages

Family Craft: Homemade Bird Feeders

**WORKSHOP
DISCUSSION
MATERIAL**

**CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 12-156E**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON AMENDING
THE CITY COUNCIL RULES OF PROCEDURE.**

WHEREAS, pursuant to RCW 35A.12.120, the Liberty Lake City Council is required to adopt rules which relate to City Council procedures, order of business, conduct of City Council meetings, and such other matters properly related thereto; and

WHEREAS, the Liberty Lake City Council desires to amend Section 4.1 of the Liberty Lake City Council Rules of Procedure as contained in the attached Exhibit A; and

WHEREAS, the Liberty Lake City Council has reviewed the amendment to the Rules of Procedure as shown in Exhibit A and finds it to be acceptable and appropriate.

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

1. Rules of Procedure.

The City Council adopts the attached Rules of Procedure under the Mayor/Council form of government. For decision on points of order, the City shall be governed by the most recent edition of Roberts Rules of Order, a copy of which is maintained in the office of the Liberty Lake City Clerk.

2. Best Efforts.

These Rules of Procedure are designed to assist in the orderly conduct of City Council business. Failure of the City Council to adhere to these rules shall not result in any liability to the City, its officers, its agents and employees nor shall the same result in any invalidation of City Council action.

Adopted this 10th day of July, 2018.



Mayor Steve Peterson

Attest

Approved as to Form



Ann Swenson, City Clerk



Sean P. Boutz, City Attorney

EXHIBIT A

LIBERTY LAKE CITY COUNCIL RULES OF PROCEDURE

Adopted by: Resolution 01-007
Amended by: Resolution 01-007A
Amended by: Resolution 04-007B
Amended by: Resolution 06-007B-1
Amended by: Resolution 12-156
Amended by: Resolution 12-156A
Amended by: Resolution 12-156B
Amended by: Resolution 12-156C
Amended by: Resolution 12-156D
Amended by: Resolution 12-156E

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Liberty Lake City Council Rules of Procedure

Adopted by: Resolution 12-156E

These rules shall be considered the Rules of Procedure for the City of Liberty Lake City Council operating under the Mayor/Council form of government. For decisions on points of order, the City shall be governed by the most recent edition of Roberts Rules of Order, a copy of which is maintained in the office of the Liberty Lake City Clerk.

1. GENERAL RULES

1.1 Meetings to Be Public: All meetings of the Council shall be open to the public with the exception of executive sessions as defined in RCW Chapter 42.30.

1.2 Respect and Decorum: It is the duty of the Mayor and Council members to maintain dignity and respect for their offices, city staff and the public. While the Council is in session, the Council members shall preserve order and decorum and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings of the Council, nor disrupt or disparage any member while speaking. Council members and the public shall obey the orders of the Mayor.

Any person making disruptive, disparaging or impertinent remarks or unreasonably disturbing the business of the Council, either while addressing the Council or attending its proceedings, shall be asked to leave the meeting. Continued disruptions may result in a recess or adjournment.

1.3 Quorum: Four Council members shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time, but no adjournment shall be for a longer period than until the next regular meeting.

1.4 Attendance, Excused Absences: Election to the office of City Council means that the citizens have entrusted City Council members with significant responsibilities in the area of governance and leadership. Regular attendance at City Council meetings is essential in fulfilling those responsibilities. The following policies are intended to establish minimum acceptable criteria for City Council meeting attendance. A Council member shall forfeit his/her office by failing to attend three (3) consecutive regular meetings of the Council without being excused by the Council. RCW 35A.13.020 and 35A.12.060.

Members of the Council may be excused from a meeting by contacting the Mayor or Mayor Pro Tem. The Mayor, or Mayor Pro Tem, shall inform the Council of the member's absence, state the reason for such absence and inquire if there is a motion to excuse the member.

The following are examples of appropriate reasons for excusing an absence: illness, family emergency, or business obligation.

Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the appropriate notation will be made in the minutes. If the motion is not passed or the above procedure is not followed, the minutes will reflect that the absence is unexcused.

1.5 Attendance via Speakerphone (AVS): From time to time, a Council member will not be able to physically attend a Council meeting, but will want to be involved in the discussion and/or decision on a particular agenda item. The procedure and guidelines for permitting a Council member to attend a Council meeting via speakerphone are as follows:

- A. The Rare Occasion** – AVS should be the rare exception, not the rule, and AVS is limited to two (2) times per year per Council member. Examples of situations where AVS would be appropriate include, but are not limited to:
- An agenda item is time sensitive, and AVS is needed for a quorum;
 - An agenda item is of very high importance to the Council member who cannot be physically present;
 - It is important for **all** Council members to be involved in a decision, but one Council member is unable to be physically present.
 - AVS should be limited to one or two specific agenda items, and not the entire Council meeting.

Examples of situations where AVS **would not** be appropriate include, but are not limited to:

- Quasi-judicial hearings;
- Other public hearing(s) where maps, display boards, power point presentations, or similar graphic presentations are being utilized; and
- Non hearing agenda items which depend substantially on visual aids and/or graphic presentations.

B. Attendance – Procedure

1. For a Council member to attend via speakerphone the Council member:
 - a. must be able to hear the discussion on the agenda item before the Council, and
 - b. must be able to be heard by all present in the Council chambers.
2. When the particular agenda item is ready to be discussed, the Mayor (or presiding officer, if the Mayor is not physically present) should state for the record:
 - a. Let the record reflect that Council member _____ is attending via speakerphone.
 - b. Council member _____, can you hear me? [There must then be a clearly audible response in the affirmative.]
 - c. Let the record reflect that Council member _____, who is attending via speakerphone, can be heard by all present in Council chambers.

3. Upon conclusion of the particular agenda item(s), or meeting, the Mayor (or presiding officer if the Mayor is not physically present) should state:
Let the record reflect that Council member _____'s attendance via speakerphone has been terminated.

C. Notification

If a Council member wishes to attend a Council meeting via speakerphone for an agenda item or meeting, the Council member should notify Council of his/her intent at the preceding Council meeting. This notification should be made during the Introduction of Upcoming Agenda Items.

If that is not possible, the Council member should notify the Mayor or Mayor's designee of his/her wish to attend a Council meeting via speakerphone for an agenda item or meeting, not later than one (1) business day prior to the Council meeting for which he/she wishes to attend via speakerphone. With less notice, it may not be possible to make the necessary arrangements to allow AVS.

- 1.6 **Attendance of City Staff:** The City Administrator, City Attorney, and City Clerk shall attend all meetings of the City Council unless excused by the Mayor. The City Administrator may report and make recommendations to the City Council and when requested shall participate in Council discussions. The City Attorney, upon request, from the Mayor or Council, shall give an opinion on legal questions. The City Clerk shall keep the minutes of the Council, record all Council votes and actions and perform such other duties as necessary for the orderly conduct of the meeting.
- 1.7 **Attendance of Media at Council Meetings:** All meetings of the Council and its committees shall be open to the media, freely subject to recording by radio, television and photographic equipment at any time; provided that if such recording interferes with the orderly conduct of the meetings the Mayor may make such orders as necessary.
- 1.8 **Journal of Proceedings:** A journal of all proceedings (minutes) of the Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Council.

2. TYPES OF MEETINGS

- 2.1 **Regular Council Meetings:** The Council shall meet regularly on the first and third Tuesdays of each month beginning at 7:00 p.m. and ending at 10:00 p.m. with a one (1) hour extension to 11:00 p.m. unless vetoed by a Council member. When a Council meeting falls on a holiday, the Council may determine an alternate day for the meeting. The location of the meetings shall be the City of Liberty Lake City Hall unless specified otherwise by a majority vote of the Council.

- 2.2 Special Meetings:** Special meetings may be called by the Mayor or any three (3) members of the Council. The City Clerk shall prepare a notice of the special meeting stating the time, place and business to be transacted. The City Clerk shall notify each member of the Council, either by telephone, fax, e-mail or otherwise of the special meeting. The City Clerk shall give at least 24 hours' notice of the special meeting to each local newspaper of general circulation and to each local radio and/or television station which has filed with the Clerk a written request to be notified of special meetings. No subjects other than those specified in the notice shall be considered.

Special meetings may be called without the notice required in this section, to deal with emergencies involving injury or damage to persons or property or the likelihood of such injury or damage if the notice requirements would be impractical or increase the likelihood of such injury or damage.

- 2.3 Continued And Adjourned Sessions:** Any meeting of the Council may be continued or adjourned from day to day, or for more than one day, but no adjournment shall be for a longer period than until the next regular meeting.

- 2.4 Study Sessions And Workshops:** The Council may meet in study sessions and workshops (open to the public), at the request of the Mayor, or three (3) members of the Council. The purpose of the study session is to review and discuss current or proposed programs or projects of the City including the receipt of information from City Staff or others provided that all discussions and conclusions thereon shall not constitute binding actions of the Council.

The Council may also meet for workshops on the first and third Tuesdays of each month prior to a regularly scheduled City Council meeting beginning at 6:00 p.m. and ending at 6:45 p.m. The purpose of the workshops will provide the Council with information surrounding impending and/or current City business. The workshops will allow informal discussion of issues amongst the Council, which may also be directed for action at a future Regular Council Meeting, or during the workshop(s), as applicable. The City Clerk, under the direction of the Mayor or designee, shall arrange a Council workshop agenda for the meeting.

- 2.5 Executive Sessions:** Executive sessions or closed meetings may be held in accordance with the provisions of the Open Public Meetings Act. The Council may hold an executive session during a regular or special meeting. Before convening in executive session the Chair shall publicly announce the purpose for excluding the public from the meeting place and the time when the executive session will be concluded. If the Council wishes to adjourn at the close of a meeting from executive session, that fact will be announced along with the estimated time for the executive session. The announced time limit for executive sessions may be extended by announcement of the Chair or designee.

Council members, Mayor and all participants must keep confidential all oral and written information provided during executive sessions to protect the best interests of the City. Confidentiality also includes information provided to Council members

outside of executive sessions when the information is considered exempt from disclosure under the Code of Ethics for Municipal Officers.

3. CHAIR AND DUTIES

- 3.1 **Chair:** The Mayor, if present, shall preside as Chair at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of the Mayor and Mayor Pro Tem the Council shall elect a Chair.
- 3.2 **Call to Order:** The meetings of the Council shall be called to order by the Mayor or in his or her absence, the Mayor Pro Tem. In the absence of both the Mayor and Mayor Pro Tem, the meeting shall be called to order by the City Clerk or Clerk's designee for the election of a temporary Chair.
- 3.3 **Points of Order:** The Chair with the assistance of the City Attorney shall determine all points of order, subject to the right of any member to appeal to the Council.
- 3.4 **Questions to Be Stated:** The Chair shall have stated all questions submitted for a vote, call the question and announce the result.
- 3.5 **Substitution for Chair:** The Chair may call upon the Mayor Pro Tem or any other member to temporarily chair the meeting.
- 3.6 **Presiding Officer - Powers:** The Chair (with limitations imposed upon the Mayor by law) may move, second, debate and vote subject only to such limitations of debate as are by these rules imposed on all members, and shall not be deprived of any of the rights and privileges of a Council member by reason of acting as the Chair.

4. COUNCIL ORDER OF BUSINESS AND AGENDA

- 4.1 **Order of Business:** The order of business for all regular meetings may include the following as applicable unless the Council, by a majority vote of the members present, suspends the rules and changes the order:

Invocation. By invitation.

Pledge of Allegiance. The Mayor leads the flag salute.

Call to Order. The Mayor calls the meeting to order.

Roll Call. The Mayor calls the roll of the Council. Council members may make a motion to excuse absent Council members.

Agenda Approval. The Mayor shall seek approval of the Agenda. Council members through motion and majority vote may add, delete or defer agenda items.

Citizens Comments. Pursuant to Sections 8.2 or 8.3, members of the audience may comment on any City matter.

Announcements / Proclamations / Special Presentations. The Mayor makes announcements of upcoming meetings and events and presents proclamations. A proclamation is an official declaration made by either the City Council or the Mayor. Special presentations may also be scheduled at this time.

Reports. Mayor and Council members report on Council Committees, other meetings, and activities in which they have participated. Reports may be presented to Council by other agencies and City Staff.

Workshop Discussions. Workshops and staff presentations on specific issues and topics, including but not limited to such items as proposed ordinances and resolutions, public works projects, finance issues, and policy initiatives may be presented at this time. Final action is neither expected nor anticipated on workshop topics.

Consent Agenda. The Mayor identifies the items on the consent Agenda and requests a motion with a second for approval.

The Consent Agenda contains items which are of a routine and non-controversial nature which may include, but are not limited to, the following: meeting minutes, payroll, and claims. Any item on the Consent Agenda may, at the request of any Council member, be removed and considered separately.

Public Hearings/ Appeals. The Mayor will state the public hearing procedures before each public hearing. Quasi-judicial hearings require that a decision be made by the Council which may include record review of evidence considered and that specific findings be made.

Resolutions. The City Clerk shall introduce the Resolution by reading its title. A Resolution is adoption of a City policy or decision and may be adopted by a majority voice vote of the Council.

Ordinances. The City Clerk shall introduce the Ordinance by reading its title. All Ordinances shall have two readings at two separate meetings, unless the Council deems it expedient to suspend this rule. Amendments to an Ordinance may be made at first or second reading. A roll call vote shall follow second reading.

Emergency Ordinances. Public emergency Ordinances require a vote of a majority plus one of the whole Council membership, and may be made effective upon adoption.

A public emergency Ordinance is one designed to protect public health and safety, public property, or the public peace; it may not levy taxes, grant, renew, or extend a franchise to authorize the borrowing of money.

Introduction of Upcoming Agenda Items

Citizen Comments.

Executive Session. An executive session may be convened that is closed to the public and attended only by Mayor, Council and invited participants such as City Administrator, City Attorney, City staff and/or individuals authorized by the Mayor or City Council. The Council may go into executive session only for matters specifically allowable under state law. The Mayor must state the reason for going into executive session, and the estimated time for coming out of executive session. Final action on matters considered in executive session must take place in open session. Matters discussed in executive session are to be considered strictly confidential by all participants.

Adjournment. With no further business to come before the Council, the Mayor may move to adjourn the meeting.

- 4.2 **Council Agenda:** Subject to the Council's right to amend the agenda, no legislative item shall be voted on which is not on the Council agenda, except in emergency situations relating to the public's health, safety or welfare.

5. VOTING AND MOTIONS

5.1 **Voting:** Votes during Council meetings shall be conducted as follows:

- a. Recorded votes occur on Ordinances and Resolutions.
- b. Unless otherwise required by Statute, Ordinance or Resolution, votes shall be taken by voice except at the request of the Mayor or any Council member a roll call vote shall be recorded by the City Clerk.
- c. Each Council member shall vote on all questions and matters before the Council, unless a conflict of interest or appearance of fairness disqualifies the member.

- 5.2 **Mayor:** The Mayor shall only vote where there is a tie vote between Council members with respect to matters other than the passage of Ordinances, grants or revocation of franchise or license, or any resolution for the payment of money.
- 5.3 **Motions:** No motion shall be considered or debated until duly seconded and announced by the Chair. The motion shall be recorded and, if desired by any Council member, it shall be read by the City Clerk before it is debated and, by the consent of the Council, may be withdrawn at any time before action is taken on the motion.
- 5.4 **Disqualification:** Any Council member who is disqualified from voting on a matter shall be excused from the Council dais and shall not participate in the debate. The Council member shall state the reason for the disqualification.
- 5.5 **Motions to Reconsider:** A motion to reconsider must be made by a person who voted with the majority on the principal question and must be made at the same or succeeding regular meeting. No motion to reconsider an adopted quasi-judicial written decision shall be entertained after the close of the meeting at which the written findings and decision were adopted.

6. RESOLUTIONS AND ORDINANCES

- 6.1 **Review by City Attorney:** All Resolutions and Ordinances shall be reviewed by the City Attorney. No Ordinance or Resolution shall be prepared for presentation to the City Council unless requested by the Mayor or three (3) Council members.
- 6.2 **Procedure:** Ordinances shall generally require two readings. The first reading will consist of a staff presentation and may include Council discussion. The second reading will occur at a subsequent meeting and will involve a Motion, Second, Public Comment, Council Discussion and Vote.
- 6.3 **Format of Ordinances and Resolutions:** Resolutions and Ordinances shall be in a Format determined by the City Clerk including the numerical identification. No Ordinance or Resolution shall contain more than one subject which shall be clearly stated in the title. No Resolution or Ordinance shall be amended unless the amendment sets forth each modified section in full. Resolutions and Ordinances shall be signed by the Mayor and attested to by the City Clerk. The City Attorney shall sign all Resolutions and Ordinances to approve the form.

7. PUBLIC HEARING PROCEDURES

- 7.1 **Sign-in:** Prior to the start of a public hearing the Chair may require that all persons wishing to speak sign their name, address and indicate whether they wish to speak as a proponent, opponent or from a neutral position. Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Chair may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, etc.).
- 7.2 **Timing; Representation:** The City Council will take public testimony during a public hearing, the public comment period and prior to passage of Ordinances. Persons appearing before the Council should limit their comments to three (3) minutes, as kept by the City Clerk and enforced by the Chair. Where an organization is appearing before the City Council, it should designate a representative to speak on behalf of its members.
- 7.3 **The Public Hearing Process:** The Chair introduces the agenda item, opens the public hearing and announces the following Rules of Order:
1. All comments by proponents, opponents or other members of the public shall be made from the podium; any individuals making comments shall first give their name and address.
 2. No comments shall be made from any other location. Anyone making “out of order” comments shall be subject to removal from the meeting. If you are disabled and require accommodation, please advise the Chair.
 3. There shall be no demonstrations (i.e. applause) during or at the conclusion of anyone's presentation.
 4. These rules are intended to promote an orderly system of holding a public hearing, giving every person an opportunity to be heard ensuring that no individual is annoyed or embarrassed by exercising his/her right of speech.
 5. Council members shall not reply or respond in any way to testimony provided by speakers at the public hearing, except to request specific clarification.

The Chair may call City Staff to describe the matter under consideration.

The Chair calls upon proponents, opponents and all other individuals who wish to speak regarding the matter under consideration.

The Chair inquires as to whether any Council member has questions to ask the proponents, opponents, speakers or staff. If any Council member has questions, the appropriate individual will be recalled to the podium.

The Chair continues the public hearing to a time specific or closes the public hearing.

7.4 **Quasi Judicial Hearings:** In addition to the Rules of Order set forth in Section 7.3, the following rules should be observed during a quasi-judicial public hearing.

1. The Chair shall announce the matter for consideration and ask Council members to indicate any ex parte oral or written communications with a party, conflicts of interest or any appearance of fairness issues. After all disclosures are made, the Chair will ask if any party to the quasi-judicial matter desires to challenge or request a Council member abstain from the decision on the matter. The challenge shall be placed on the record.

8. DUTIES AND PRIVILEGES OF CITIZENS

8.1 **Meeting Participation:** Citizens are welcome at all Council meetings and are encouraged to attend and participate. Recognition of a speaker by the Chair is a prerequisite for an orderly and effective meeting. It is expected that all speakers will deliver their comments in a courteous and efficient manner and will speak only to the subject under consideration.

8.2 **Citizen Comments:** Under agenda item "Citizens Comments" citizens may address any item they wish to discuss with the Mayor and Council by completing and submitting a yellow "Request to Speak" form. They shall first obtain recognition by the Chair who shall then allow the comments, subject to a three (3) minute limitation per speaker, or other limitations as the Chair or Council may deem necessary. The Chair and Council will receive comments without reply or discussion unless the Chair or Council request clarification. Following such comments, if action is required or has been requested, the Chair may place the matter on the current agenda or a future agenda or refer the matter to staff or a Council Committee for action or investigation and a report at a future meeting.

8.3 **Subjects on the Current Agenda:** Pursuant and subject to Section 8.2, any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Chair by completing and submitting a Request to Speak form.

8.4 **Manner of Addressing The Council:** All remarks shall be addressed to the Council and not to any individual member. No questions shall be asked of the Council members.

- 8.5 **Written Communications:** Interested parties, or their authorized representatives, may address the Council by written communication in regard to any general matter concerning the City. The written communication may be submitted by direct mail or by addressing the communication to the City Clerk who will distribute copies to the Council members. The communication will be entered into the record, if requested by the party.
- 8.6 **"Out of Order" Comments:** Any person whose comments have been ruled out of order by the Chair shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from inappropriate, disparaging or otherwise disruptive remarks after being ruled out of order by the Chair may subject the individual to removal from the Council Chambers.

9. **FILLING COUNCIL VACANCIES AND SELECTING MAYOR [PRO TEM]**

- 9.1 **Notice of Vacancy:** If a Council vacancy occurs, the Council will follow the procedures outlined in RCW 35A.13.020. In order to fill the vacancy with the most qualified person available until an election is held, the Council will distribute and publish a notice of the vacancy, the procedure and deadline for applying for the position.
- 9.2 **Application Procedure:** The Council will draw up an application form which contains relevant information. The application form will be used in conjunction with an interview of each candidate to aid the Council's selection of the new Council member.
- 9.3 **Interview Process:** All qualified candidates who submit an application by the deadline will be interviewed by the Council during a regular or special Council meeting open to the public. The order of the interviews will be determined by drawing names. To promote fairness, applicants will be asked to remain outside the Council Chambers while other applicants are being interviewed. Applicants may be asked to answer questions submitted to them in advance of the interview and questions posed by each Council member during the interview process. The Council members will ask the same questions of each candidate. Each candidate will then be allowed two (2) minutes for closing comments.
- 9.4 **Selection of Council Member:** The Council may recess into executive session to discuss the qualifications of all candidates. Nominations, voting and selection of a person to fill the vacancy will be conducted during an open public meeting.
- 9.5 **Duties of Mayor Pro Tem:** In the temporary absence of the Mayor, the Mayor Pro Tem shall perform the duties and responsibilities of the Mayor with regard to the conduct of meetings and business of the City.

- 9.6 **Selection of Mayor [Pro Tem] Nominations:** The Mayor Pro Tem will be selected by the Council members. The term for Mayor Pro Tem shall be two (2) years from the date of election. Council members may each nominate one person for Mayor Pro Tem. Nominations require a second.

Each Council member shall be given the opportunity to submit a nomination for Mayor Pro Tem. After all nominations are made, the Mayor will call for a vote on the nominations in the order they were made. Voting will be either by voice or a recorded vote as determined by the Mayor. As soon as one nominee receives a majority vote of four (4) votes of the Council, that Council member will be declared the Mayor Pro Tem. No votes will be taken on the remaining nominees.

- 9.7 **Removal of Mayor Pro Tem:** The Mayor Pro Tern may be removed from office upon a vote of four Council members.

10. PREPARATION OF AGENDA

- 10.1 **Staff Duties:** The City Clerk, under the direction of the Mayor or his or her designee, will prepare the agenda for each Council meeting setting forth a brief description of each item to be considered by the Council. The agenda prior to submission to the Council shall be reviewed by the Chair.
- 10.2 **Agenda Items:** An item to be considered by the City Council at a regular meeting may be placed on the agenda by the Mayor, a Council member, or the City Administrator.
- 10.3 **Timing of Preparation:** The agenda will be put in final form by 1:00 p.m. Friday prior to the following Tuesday evening Council meeting. Agendas will be distributed to the City Council and City Staff by 5:00 p.m. Friday. Agenda materials will be available at City Hall for the media and public on the Friday before the regular meeting. Nothing contained herein shall prevent the Mayor, Council members, or the City Administrator from adding a matter to the agenda prior to the City Council approval of the agenda according to Section 4.

11. SUSPENSION AND AMENDMENT OF RULES

- 11.1 **Suspension of These Rules:** Any provision of these rules may be temporarily suspended by a vote of a majority of the Council.
- 11.2 **Amendment of These Rules:** These rules may be amended or new rules adopted by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

* * * * *

CERTIFICATION

I, Ann Swenson, the undersigned City Clerk of the City of Liberty Lake, of Spokane County, Washington, HEREBY CERTIFY that the foregoing Resolution is a full, true and correct copy of Resolution No. 12-156E duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting place thereof on July 10, 2018 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 Resolution was adopted by the following vote: unanimous.

AYES, and in favor thereof: Mayor Pro Tem Brickner, Council Members Severs, Kaminskas, Langford, Moore, and Kennedy.

NAYS: None.

ABSENT: Council Member Dunne.

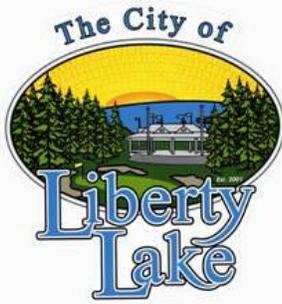
ASTAINED: None.

CITY OF LIBERTY LAKE



CITY CLERK

ACTION ITEMS



**CITY COUNCIL MEETING
TUESDAY, JANUARY 7, 2020
CITY HALL
22710 E. COUNTRY VISTA DRIVE
7:00 P.M.**

COMMITTEE WORKSHOP DISCUSSIONS

Mayor Brickner called the committee workshop to order at 6:00 p.m.

Members present were: Mayor Brickner, Council Members Dunne, Kurtz, Severs, and Kennedy. Also present were the City Administrator, Finance Director, Liberty Lake Library Director (arrived at 6:07 p.m.), Chief of Police, Spokane Valley Fire Chief, Director of Planning Engineering, and City Clerk.

The Finance Director reviewed the monthly dashboard for December, spoke about the LIFT reimbursement for the H. W Lochner, Inc. contract, and shared information about meeting with Haploos, a vendor which provides a payment mechanism for virtual credit cards.

The Library Director then gave a PowerPoint presentation, and the Spokane Valley Fire Chief and Chief of Police gave oral reports, respectively.

The committee workshop adjourned at 6:37 p.m.

REGULAR CITY COUNCIL MEETING SESSION

INVOCATION – Given by Mayor Brickner

PLEDGE OF ALLEGIANCE – Led by Mayor Brickner, City Council, and City Staff

CALL TO ORDER – Mayor Brickner called the meeting to order at 7:00 p.m.

ROLL CALL

Mayor Brickner
Council Member Dunne
Council Member Folyer (absent)
Council Member Kaminskis (absent)
Council Member Kennedy
Council Member Kurtz
Council Member Langford (absent)
Council Member Severs

Katy Allen, City Administrator
Sean Boutz, City Attorney
Ann Swenson, City Clerk
Brian Asmus, Chief of Police
Lisa Key, Director of Planning &
Engineering
RJ Stevenson, Finance Director
Jocelyn Redel, Liberty Lake Library
Director

Council Member Severs moved to excuse Council Members Kaminskis, Langford, and Folyer. Council Member Kennedy seconded the motion, which carried unanimously.

AGENDA APPROVAL: Council Member Kennedy moved to approve the agenda as written. Councilman Severs seconded the motion, which carried unanimously.

CEREMONIAL OATHS OF OFFICE

The Honorable Judge Julie McKay officiated the oaths of office for Council Members Dunne and Kurtz as well as Mayor Brickner.

CITIZEN COMMENTS

JC Collins: Spoke about his support of Mayor Brickner. He congratulated him and the new city council members. Mr. Collins advocated for truth and honesty from the city council and mayor.

REPORTS

Liberty Lake Sewer & Water District Commissioner, Bill Genoway, announced he was recently elected as commissioner. He reminded the elected officials to fill out their financial disclosure forms. He reported the District recently hired a new attorney. He shared a letter from their outgoing and retiring attorney, Stanley Schultz.

Sandi Bishop, Liberty Lake Municipal Library Board Trustee gave an update on the library's needs assessment results and their work from the results of the assessment.

MAYOR AND CITY COUNCIL REPORTS

Councilman Kennedy and Mayor Brickner reported on their attendance at the focus group meetings regarding Trailhead's master plan. The meetings have been very productive. Councilman Kennedy and Mayor Brickner each encouraged citizens to attend their upcoming special meeting regarding this, January 14th, to garner citizen input.

CITY ADMINISTRATOR REPORT

The City Administrator reported about upcoming appointments of committee assignments for Board positions on the Spokane Transit Authority and Spokane Regional Transportation Council. She reviewed the Ameresco Energy Audit Fee Proposal that is on this evening's agenda and introduced Rob from Ameresco who gave an update. The City Administrator reported City's recent Winter Glow Spectacular event. Mayor Brickner introduced and thanked Ron from the Winter Glow event, who provided some information about the event. He thanked their board, his family, and the City for their support of the event. The City Administrator resumed the floor and provided

several updates on the Harvard and Henry Road Projects. She concluded her report with dates to remember.

Prior to the Action Items, Council Member Kennedy moved to amend the agenda moving Item 12, the first-read ordinance amending the City of Liberty Lake's 2020 budget before Item 11Bvii and to approve agenda as amended, seconded by Council Member Severs. Motion carried unanimously.

ACTION ITEMS

Consent Agenda

Council Member Kennedy moved to approve action item 11Ai the December 17, 2019 City Council Minutes. Council Member Dunne seconded the motion, which carried unanimously. Council Member Kennedy moved to approve action item 11Aii the December 31, 2019 vouchers in the amount of \$745,047.47 and the January 7, 2020 vouchers in the amount of \$412,128.38. Council Member Severs seconded the motion, which carried unanimously.

December 31, 2019 A/P check numbers were 29368 and 29369, totaling \$471,657.65; check numbers 29377 through 29450, totaling \$169,903.71; and EFTs, totaling \$103,486.11. January 7, 2020 A/P check numbers were 29451 through 29457, totaling \$280,768.38 and an EFT which totaled \$131,360.00.

General Business

Council Member Kennedy moved to confirm Mayor Brickner's appointment of Sandi Bishop as a Liberty Lake Library Board Trustee. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kennedy moved to accept the quilt donation from the Friends of the Liberty Lake Library valued at \$1,030. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kennedy moved to accept the donation from the friends of the Liberty Lake Library in the amount of \$6,000. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kennedy moved to authorize the signature of Ameresco's Energy Audit Fee Proposal in the amount of \$8,500. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kennedy moved to approve the Interlocal Agreement GCB 3211 with WSDOT regarding Harvard Road and Henry Road and authorize the Mayor to sign the Agreement. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kennedy moved to authorize the Mayor to sign the Agreement for Outdoor Lighting with Avista for the Public Works Yard security lights. Council Member Severs seconded the motion, which carried unanimously.

FIRST READ ORDINANCE

The City Clerk read, by title only, Ordinance No. 264A, amending Ordinance No. 264 passed by the City Council on December 17, 2019, entitled “An Ordinance of the City of Liberty Lake, Washington, Adopting a Budget for the Period January 1, 2020 through December 31, 2020, Appropriating Funds and Establishing Salary Schedules for Established Positions”.

Council Member Dunne moved to suspend the City Council’s Rules of Procedure and move this immediately to a second read Ordinance. Council Member Severs seconded the motion, which carried unanimously.

SECOND READ ORDINANCE

The City Clerk read, by title only, Ordinance No. 264A, amending Ordinance No. 264 passed by the City Council on December 17, 2019, entitled “An Ordinance of the City of Liberty Lake, Washington, Adopting a Budget for the Period January 1, 2020 through December 31, 2020, Appropriating Funds and Establishing Salary Schedules for Established Positions”.

Council Member Severs moved to adopt Ordinance No. 264A, seconded by Council Member Dunne. Mayor Brickner invited citizen comments. No comments were received. He then called for the vote. Motion carried unanimously.

ACTION ITEMS **General Business**

Council Member Kennedy moved to approve Action Item General Business 11Bvii, the agreement for Engineering Services for Henry Road Overpass and Roadway Extension with H.W. Lochner. Council Member Severs seconded the motion, which carried unanimously.

SECOND READ ORDINANCE

The City Clerk read, by title only, Ordinance No. 131-C, amending Ordinance No. 131-B, Passed on January 22, 2019, Entitled “Establishing a Municipal Library Fund Change-Making Account for the City of Liberty Lake for the Purpose of Making Change for Cash Transaction.

Council Member Severs moved to adopt Ordinance No. 131-C, seconded by Council Member Dunne. Mayor Brickner invited citizen comments. No comments were received. He then called for the vote. Motion carried unanimously.

INTRODUCTION OF UPCOMING AGENDA ITEMS

The City Administrator announced there would be a special meeting at 7:00 p.m. on January 14th. She then reviewed the upcoming agenda items for the January 21st City Council meeting.

CITIZEN COMMENTS

JC Collins: spoke about I-976. He said the money for road improvements doesn't come from licensing, it comes from gasoline tax.

Liberty Lake Sewer & Water District Commissioner, Bill Genoway: announced the District's board meeting will be January 14th at 4:00 p.m. He extended an invitation for everyone to come.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:51 p.m.

These minutes were approved January 21, 2020.

Shane Brickner, Mayor
City of Liberty Lake

Notes and Transcription by Ann Swenson, City Clerk. This Council meeting was also audio taped. Anyone desiring to listen to the recording may contact the City Clerk.

City of Liberty Lake

Consent Agenda for January 21, 2020
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through January 21, 2020

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
	See attached check register.	
Total Vouchers through December 31, 2019		\$110,592.64
Total Vouchers through January 21, 2020		\$34,335.40
December payroll, benefits & quarterlies		<u>\$372,553.02</u>
	TOTAL	<u><u>\$517,481.06</u></u>

RECOMMENDATION: Approve and Authorize for Payment

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

SIGNATURES:

City Clerk

Mayor

Council Member

CHECK REGISTER

CITY OF LIBERTY LAKE
MCAG #: 2757

12/01/2019 To: 12/31/2019

Time: 12:22:00 Date: 01/15/2020
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5316	12/31/2019	Claims	3	29458	ACRANET	49.00	BACKGROUND CHECK LLML VOLUNTEER
					001 - 572 10 41 00 - Library-Professional Services	49.00	
5317	12/31/2019	Claims	3	29459	ADAMS TRACTOR CO INC	1,011.52	MATERIALS
					110 - 542 70 31 01 - Roadside Supplies	1,011.52	ZERO TURN PARTS
5318	12/31/2019	Claims	3	29460	ALPINE BARK BLOWING LLC	2,175.82	BARK WEST SIDE OF TH PARKING LOT
					420 - 576 65 31 01 - Maintenance Of Golf Course	2,175.82	
5319	12/31/2019	Claims	3	29461	AMERICAN ON-SITE SERVICES	790.00	PORTABLE RR 12/1-31/19
					420 - 576 65 41 00 - Professional Services-Golf Gre	70.00	
					001 - 576 80 41 15 - Ballfields-Professional Service	70.00	
					001 - 576 80 41 25 - Pavillion Park-Professional Ser	255.00	
					001 - 576 80 41 35 - Town Square-Professional Serv	70.00	
					001 - 576 80 41 45 - Orchard Park-Professional Serv	255.00	
					001 - 576 80 41 55 - Rocky Hill Park-Professional S	70.00	
5320	12/31/2019	Claims	3	29462	AVISTA UTILITIES	13,333.01	UTILITIES THROUGH 12/31/2019
					001 - 518 30 47 00 - Central Services-Utility Service	1,544.71	CITY HALL
					001 - 518 30 47 00 - Central Services-Utility Service	240.29	CITY HALL-LITTLE HOUSE
					001 - 518 30 47 00 - Central Services-Utility Service	141.06	PUBLIC WORKS YARD
					001 - 518 30 47 00 - Central Services-Utility Service	34.91	COMMUNITY MESSAGE BOARD
					001 - 521 50 47 00 - Law Enforcement - Utility Serv	1,939.33	LLML/LLPD BLDG
					110 - 542 63 47 00 - Street Lighting - Utility Service	4,626.45	STREET LIGHTS
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	115.42	MOLTER & APPLEWAY SIGNAL
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	77.19	APPLEWAY & LLAKE RD SIGNAL
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	76.93	LLAKE RD & CVISTA SIGNAL
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	22.88	SCHOOL SPEED SIGN
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	38.45	HARVARD RD ROUNDABOUT
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	20.60	APPLEWAY & MADSON TRFC LIGHT
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	44.02	SIGNAL/APPLEWAY TRAFFIC SIGNAL
					110 - 542 64 47 00 - Traffic Control Devices-Elec/G	24.52	MISSION/MOLTER ROUNDABOUT
					110 - 542 70 47 00 - Roadside Utilities	21.49	HARVARD & INDIANA IRRIG CLOCK
					110 - 542 70 47 00 - Roadside Utilities	28.19	HARVARD RD MONUMENTS
					110 - 542 70 47 00 - Roadside Utilities	20.60	1425 N LIBERTY LAKE RD SPRINKLER
					110 - 542 70 47 00 - Roadside Utilities	21.36	23104 E APPLEWAY AVE SPKL IRRIG CLOCK
					110 - 542 70 47 00 - Roadside Utilities	21.36	22427 E APPLEWAY AVE SPKL IRRIG CLOCK
					001 - 571 00 47 00 - Special Events Utilities-Elec/G	163.53	WINTER GLOW
					001 - 572 50 47 00 - Library Building Utilities-Elec/	871.29	LLML/LLPD BLDG
					420 - 576 61 47 00 - Golf Utilities-Elec/Gas, Wtr/Sw	1,700.26	TRAILHEAD UNIT 2
					420 - 576 61 47 00 - Golf Utilities-Elec/Gas, Wtr/Sw	252.44	TRAILHEAD PUMP
					001 - 576 80 47 15 - Ballfields Utilities-Elec/Gas, W	93.39	LIBERTY LAKE BALL FIELD 23820 E BOONE AVE
					001 - 576 80 47 25 - Pavillion Park Utilities-Elec/Ga	208.18	PAVILLION PARK IRRIGATION
					001 - 576 80 47 25 - Pavillion Park Utilities-Elec/Ga	20.60	PP PUMP @ MEADOWWOOD GC
					001 - 576 80 47 35 - Town Square Utilities-Elec/Ga	172.39	TOWN SQ PARK LIGHTS
					001 - 576 80 47 45 - Orchard Park Utilities-Elec/Ga	738.92	20300 E INDIANA AVE ORCHARD PARK
					001 - 576 80 47 55 - Rocky Hill Park Utilities-Elec/	52.25	ROCK HILL PARK-IRRIGATION
5321	12/31/2019	Claims	3	29463	AW REHN & ASSOCIATES	226.77	SERVICES
					001 - 514 23 41 00 - Administrative Services-Profes	156.00	HRA MONTHLY ADMIN FEE DEC '19
					502 - 517 30 29 00 - Health Insurance Services	42.70	EMPLOYER FUNDING NOTIFICATION 1/7-12/2020 2019 HRA

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			502 - 517 30 29 00		Health Insurance Services	28.07	EMPLOYER FUNDING NOTIFICATION 12/30/19-1/5/20
5322	12/31/2019	Claims	3	29464	BRODART COMPANY	91.64	LABELS
			001 - 572 10 31 00		Library Supplies	91.64	
5323	12/31/2019	Claims	3	29465	CITY OF SPOKANE	720.00	2019 ANNUAL ARREST FEES
			001 - 521 10 42 00		Law Enforcement-Telephone, Ir	720.00	
5324	12/31/2019	Claims	3	29466	TIMOTHY J COOK	462.83	PUMP VAULT TOILET ON HARVARD
			001 - 576 80 41 65		Centennial Trail Professional S	462.83	
5325	12/31/2019	Claims	3	29467	RUSSELL G CORBY	9,835.56	SECURITY CAMERA
			001 - 594 76 63 12		Orchard Park-Other Improvem	40.00	
			001 - 594 76 63 12		Orchard Park-Other Improvem	9,795.56	
5326	12/31/2019	Claims	3	29468	COUNTRY VISTA CAR WASH	180.00	36 WASHES
			001 - 521 10 48 00		Vehicle Maintenance	180.00	
5327	12/31/2019	Claims	3	29469	DATAPRO SOLUTIONS INC	289.95	AOD HOSTING/SUPPORT DEC '19
			001 - 514 23 41 00		Administrative Services-Profes	289.95	
5328	12/31/2019	Claims	3	29470	EVANS CRAVEN & LACKIE PS	5,500.00	PROF SVCS 11/25-12/17/19
			001 - 515 41 41 00		External Legal Services - Cons	5,500.00	
5329	12/31/2019	Claims	3	29471	GREATER SPOKANE INC	55.00	PETERSON, STEVE REGISTRATION 11/18/19 22ND ANNUAL ECONOMIC FORECAST
			001 - 513 10 49 00		Dues,Subscriptions,Mbrships	55.00	
5330	12/31/2019	Claims	3	29472	INDUSTRIAL COMMERCIAL SERVICE	4,625.28	SERVICES
			001 - 518 30 41 00		Central Services-Professional S	1,139.30	LLML ELECTRICAL REPAIRS
			001 - 518 30 41 00		Central Services-Professional S	152.32	LLML ELECTRICAL REPAIRS
			001 - 518 30 41 00		Central Services-Professional S	384.62	LLML ELECTRIACL REPAIRS
			420 - 576 61 41 03		Facilities - Professional Service	733.73	TH ELECTRICAL REPAIRS
			001 - 576 80 41 25		Pavillion Park-Professional Ser	723.07	LIGHTING REPAIRS
			001 - 576 80 41 25		Pavillion Park-Professional Ser	559.56	ELECTRICAL REPAIRS
			001 - 576 80 41 35		Town Square-Professional Serv	932.68	TOWN SQ ELECT REPAIRS
5331	12/31/2019	Claims	3	29473	INTERNATIONAL INSTITUTE OF	170.00	SWENSON, ANN ANNUAL MEMBERSHIP FEE THROUGH 03/31/2021
			001 - 514 23 49 01		Administrative Services-Dues, S	170.00	
5332	12/31/2019	Claims	3	29474	NATIONAL BARRICADE CO	119.74	PUBLIC WORKS YARD SIGNS
			311 - 594 18 60 01		Capital Expenditures/Expenses	119.74	
5333	12/31/2019	Claims	3	29475	KATHLEEN M O'DONNELL	461.00	MORGAN, DARIN;BOGENREIF,MICHAEL MINDSET BOOTCAMP REGISTRATION 3/25-26/20
			001 - 521 10 49 00		Law Enforcement-Dues,Subscr	461.00	
5334	12/31/2019	Claims	3	29476	STEPHEN K PETERSON	121.82	MILEAGE, PARKING DEC '19
			001 - 513 10 43 00		Executive Travel-Lodging,Mea	121.82	
5335	12/31/2019	Claims	3	29477	PETTY CASH	99.38	REPLENISH PETTY CASH
			001 - 517 90 31 00		Wellness Program Supplies	79.38	STAFF MTG,BENEFITS FAIR

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 558 50 41 00 - CP&ED-Professional Services			20.00	EXCISE TAX EXEMPTION CV/INDIANA ROW DEEDS
5336	12/31/2019	Claims	3	29478	RACOM CORPORATION	10,599.17	COMMISSION WORK '10 DODGE CHARGER
			001 - 594 21 64 02 - Law Enforcement-Furniture,Cc			10,599.17	
5337	12/31/2019	Claims	3	29479	BRETT R SARGENT	1,510.66	STREET CLEANING DEC '19
			411 - 542 40 41 01 - Drainage-Professional Services			755.33	
			410 - 542 67 41 01 - Street Cleaning - Professional S			755.33	
5338	12/31/2019	Claims	3	29480	SPOKANE COUNTY TREASURER	11,646.11	SERVICES
			001 - 511 60 41 00 - Legislative - Professional Servi			11,646.11	'19 VOTER REGISTRATION,EQUIP RELACE ELECTION
5339	12/31/2019	Claims	3	29481	SWEITZER COMPANY INC	2,500.00	HENRY RD APPRAISAL REVIEW
			001 - 513 10 41 00 - Executive-Professional Service			2,500.00	
5340	12/31/2019	Claims	3	29482	ULINE	2,937.49	PICNIC TABLES
			001 - 594 76 63 12 - Orchard Park-Other Improvem			2,937.49	
5341	12/31/2019	Claims	3	29483	VISIT SPOKANE	23,168.88	Q4 '19 TOURISM
			117 - 557 30 41 17 - Intergov't Payment TPA			23,168.88	
5342	12/31/2019	Claims	3	29484	WASHINGTON STATE TREASURER	17,820.20	Q4-19 WA STATE REMIT
			001 - 558 50 40 00 - CP&ED State Bld Code Surch			556.50	
			001 - 586 00 40 00 - Court Remittances			17,263.70	
5343	12/31/2019	Claims	3	29485	YOKES FRESH MARKET	91.81	PROGRAM SUPPLIES
			001 - 572 10 31 05 - Children & Adult Pgrm Suppli			91.81	
						74,619.36	
						6,170.98	
						23,168.88	
						119.74	
						755.33	
						755.33	
						4,932.25	
						70.77	
						110,592.64	Claims: 110,592.64

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Trans Date Type Acct # Chk # Claimant Amount Memo

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk

Date

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

City Clerk

Date

CHECK REGISTER

CITY OF LIBERTY LAKE
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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
100	01/21/2020	Claims	3	EFT	BEST BUY BUSINESS ADVANTAGE ACCOUNT	118.68	HP LASERJET PRO M15W PRINTER
					001 - 572 10 31 00 - Library Supplies	118.68	
101	01/21/2020	Claims	3	EFT	BTAC ACQUISITION CORP	842.15	BOOKS; BOOKS
					001 - 572 20 34 06 - Library Books & Other Materi	142.93	
					001 - 572 20 34 06 - Library Books & Other Materi	699.22	
102	01/21/2020	Claims	3	EFT	CINTAS CORPORATION NO 3	47.65	MAT SVCS 1/7
					420 - 576 61 41 03 - Facilities - Professional Service	47.65	
103	01/21/2020	Claims	3	EFT	O'REILLY AUTO PARTS	15.91	MATERIALS
					110 - 542 90 31 00 - Maint Admin & Overhead Supj	15.91	TRAILER PART
104	01/21/2020	Claims	3	EFT	PURCHASE POWER	300.00	REPLENISH POSTAGE
					001 - 514 23 42 00 - Administrative Services-Teleph	136.95	
					001 - 521 10 42 00 - Law Enforcement-Telephone,It	1.50	
					001 - 572 10 42 00 - Library-Telephone,Internet,Pos	161.55	
105	01/21/2020	Claims	3	EFT	WEX BANK-CHEVRON	3,457.59	FUEL 12/7/19-1/6/2020
					001 - 518 30 32 00 - Central Services Fuel Consume	124.55	
					001 - 521 10 32 00 - Law Enforcement Fuel Consum	2,532.78	
					110 - 542 90 32 00 - Maint Admin & Overhead Fuel	200.23	
					001 - 558 50 32 00 - CP&ED Fuel Consumed	167.26	
					001 - 572 10 32 00 - Library Fuel Consumed	20.41	
					420 - 576 61 32 00 - Golf Course-Fuel Consumed	63.92	
					001 - 576 80 32 00 - Parks Fuel Consumed	348.44	
106	01/21/2020	Claims	3	29486	ALBERTSONS/SAFEWAY	99.57	PROGRAM SUPPLIES
					001 - 572 10 31 05 - Children & Adult Prgrm Suppli	99.57	
107	01/21/2020	Claims	3	29487	ARCHIVESOCIAL	1,788.00	ANNUAL RENEWAL
					001 - 518 30 41 00 - Central Services-Professional S	596.00	
					001 - 521 10 41 00 - Law Enforcement-Professional	596.00	
					001 - 572 10 41 00 - Library-Professional Services	596.00	
108	01/21/2020	Claims	3	29488	JENNIFER L CAMP	125.51	LEADERSHIP ACADEMY MILEAGE,PER DIEM MERCER ISLAND WA
					001 - 576 80 43 00 - Parks Travel-Lodging,Meals,M	125.51	
109	01/21/2020	Claims	3	29489	CENGAGE LEARNING INC/GALE	1,906.00	SERVICES
					001 - 572 10 41 00 - Library-Professional Services	300.00	EBOOK HOSTING FEE 1/1-12/31/20
					001 - 572 10 41 01 - Software Maint/data Ba	803.00	BIOGRAPHY 1/13/2020-1/12/2021
					001 - 572 10 41 01 - Software Maint/data Ba	803.00	OPPOSING VIEWPOINTS 1/13/2020-1/12/2021
110	01/21/2020	Claims	3	29490	CENTURYLINK	87.40	TH PHONE 1/5-2/5/2020
					420 - 576 61 42 01 - Golf Pro Shop-Telephone,Inter	87.40	
111	01/21/2020	Claims	3	29491	COBRA PUMA GOLF INC	104.92	SPECIAL ORDER TERRY LAWSON
					420 - 576 61 34 01 - Pro Shop Merchandise	104.92	
112	01/21/2020	Claims	3	29492	COOPERATIVE INFORMATION NETWORK	957.34	QTR 2 COURIER FEES
					001 - 572 10 41 00 - Library-Professional Services	957.34	
113	01/21/2020	Claims	3	29493	DEPARTMENT OF ENTERPRISE SERVICES	400.00	LESO/1033 PROGRAM ANNUAL PARTICIPATION FEE 1/1-12/31/20

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CITY OF LIBERTY LAKE
MCAG #: 2757

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
			001 - 521 10 49 00 - Law Enforcement-Dues,Subscr			400.00	
114	01/21/2020	Claims	3	29494	DIRECTV	169.21	SATELLITE TV 1/9-2/8/2020
			420 - 576 61 47 00 - Golf Utilities-Elec/Gas,Wtr/Sw			169.21	
115	01/21/2020	Claims	3	29495	FBI NATIONAL ACADEMY ASSOCIATES INC	115.00	ASMUS, BRIAN 2020 FBINAA MEMBERSHIP DUES
			001 - 521 10 49 00 - Law Enforcement-Dues,Subscr			115.00	
116	01/21/2020	Claims	3	29496	ROBERT FINE	144.00	PRO SHOP ITEMS
			420 - 576 61 34 01 - Pro Shop Merchandise			144.00	
117	01/21/2020	Claims	3	29497	GCSAA	400.00	CAMP, JENNIFER MEMBERSHIP RENEWAL 3/1/2020-2/28/2021
			420 - 576 61 49 01 - Golf-Dues,Subscriptions,Mbrsl			200.00	
			001 - 576 80 49 01 - Parks-Registration Fees,Mbrsh			200.00	
118	01/21/2020	Claims	3	29498	GREATER SPOKANE VALLEY CHAMBER	889.00	GEM OF THE VALLEY AWARDS GALA INDIVIDUAL TICKET; BRICKNER, SHANE BUSINESS PLUS LEVEL ANNUAL MEMERSHIP DUES
			001 - 511 60 49 00 - Legislative-Dues,Subscriptions			75.00	ALLEN, KATY
			001 - 513 10 49 00 - Dues,Subscriptions,Mbrships			225.00	KENNEDY,MIKE;DUNNE,DAN;KAMINS KAS,CRIS
			001 - 513 10 49 00 - Dues,Subscriptions,Mbrships			589.00	
119	01/21/2020	Claims	3	29499	EDWARD G HINKELMAN	200.00	A TO Z WORLD TRAVEL 1/1-12/31/2020
			001 - 572 10 41 01 - Software Maint/data Ba			200.00	
120	01/21/2020	Claims	3	29500	INLAND NORTHWEST PARTNERS	150.00	DUES ORGANIZATION 1/1-12/31/2020
			001 - 513 10 49 00 - Dues,Subscriptions,Mbrships			100.00	BRICKNER, SHANE;ALLEN,KATY
			001 - 558 50 49 00 - CP&ED-Dues,Subscriptions,M			50.00	KEY, LISA
121	01/21/2020	Claims	3	29501	LEXIPOL LLC	3,003.00	LAW ENFORCEMENT POLICY MANUAL UPDATE SUBSCRIPTION 1/1-12/31/20
			001 - 521 10 41 00 - Law Enforcement-Professional			3,003.00	
122	01/21/2020	Claims	3	29502	DARIN L MORGAN	76.21	WEAPONS GEAR-SHARP SHOOTING
			001 - 521 10 35 00 - Law Enforcement Small Tools			76.21	
123	01/21/2020	Claims	3	29503	NATIONAL WILDLIFE FEDERATION	19.95	RANGER RICK SUBSCRIPTION
			001 - 572 20 34 06 - Library Books & Other Materi			19.95	
124	01/21/2020	Claims	3	29504	NORTHWEST BUSINESS STAMP	52.00	MATERIALS
			001 - 513 10 31 00 - Executive Supplies			23.00	CITY ID COUNCIL MEMBERS FOLYER,KURTS
			001 - 576 80 41 00 - Parks-Professional Services			29.00	PARKS COMMISSIONER NAME PLATES
125	01/21/2020	Claims	3	29505	OTIS HARDWARE	30.69	CH RECEPTION DOOR LOCK
			001 - 518 30 31 00 - Centralized Services Supplies			30.69	
126	01/21/2020	Claims	3	29506	PETTY CASH	34.00	INCREASE MUNICIPAL LIBRARY FUND CASH ACCT
			001 - 572 10 31 00 - Library Supplies			34.00	
127	01/21/2020	Claims	3	29507	POOL WORLD	601.50	REFUND BLD2019-0300

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			001 - 322 10 00 00		- Building Permits	-595.00	
			001 - 322 10 00 01		- State Bld Code Surcharge	-6.50	
128	01/21/2020	Claims	3	29508	PTERA INC	2,830.96	PHONES 1/1-31/20
			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	587.65	INTERNET,VOIP,PARK CAMERA RH&BF
			001 - 572 10 42 00		- Library-Telephone,Internet,Pos	427.85	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	10.00	PARK CAMERA
			001 - 576 80 41 35		- Town Square-Professional Serv	10.00	PARK CAMERA
			001 - 576 80 41 45		- Orchard Park-Professional Serv	10.00	PARK CAMERA
			001 - 576 80 42 15		- Ballfields-Telephone,Internet,P	34.50	PARK CAMERAS/IRRIGATION
			000 - -			42.00	PARK CAMERAS/IRRIGATION ORCHARD PARK
			001 - 576 80 42 55		- Rocky Hill Park-Telephone,Int	34.50	PARKCAMERAS/IRRIGATION
129	01/21/2020	Claims	3	29509	PUBLIC LIBRARIES OF WASHINGTON	100.00	2020 ORGANIZATION MEMBERSHIP
			001 - 572 10 49 00		- Library-Dues,Subscriptions,Mt	100.00	
130	01/21/2020	Claims	3	29510	RACOM CORPORATION	4,181.76	MOBILE TALK DIGITAL TRUNKING SYS AIRTIME
			110 - 542 90 42 00		- Maint Admin & Overhead Tele	4,181.76	
131	01/21/2020	Claims	3	29511	SPOKANE COUNTY ENVIRONMENTAL SERVICES	48.01	UTILITIES
			001 - 576 80 47 45		- Orchard Park Utilities-Elec/Ga	48.01	
132	01/21/2020	Claims	3	29512	SPOKANE COUNTY TREASURER	596.05	SERVICES
			001 - 554 30 41 00		- Animal Services	596.05	ANIMAL CNTRL JAN '20
133	01/21/2020	Claims	3	29513	SPOKANE HOUSE OF HOSE INC	341.95	MATERIALS
			110 - 542 70 31 01		- Roadside Supplies	94.67	
			110 - 542 90 31 00		- Maint Admin & Overhead Supl	82.43	
			420 - 576 61 31 03		- Maintenance Supplies	82.42	
			001 - 576 80 31 01		- Parks Supplies	82.43	
134	01/21/2020	Claims	3	29514	SPOKANE REGIONAL CLEAN AIR AGENCY	5,018.50	LOCALASSESSMENT 1ST QTR '20
			001 - 553 70 40 00		- Pollution Control And Remedie	5,018.50	
135	01/21/2020	Claims	3	29515	SPOKANE REGIONAL TRANSPORTATION COUNCIL	2,860.00	2020 MEMBERSHIP DUES
			001 - 513 10 49 00		- Dues,Subscriptions,Mbrships	2,860.00	
136	01/21/2020	Claims	3	29516	SPOKANE VALLEY FIRE DEPT	227.00	SERVICES
			001 - 558 50 40 01		- CP&ED Protective Inspection	227.00	FIRE SUPPRESSION PLAN CHECK LL PORTAL
137	01/21/2020	Claims	3	29517	SUNRISE INC	77.83	FILL SAND
			420 - 576 65 31 01		- Maintenance Of Golf Course	77.83	
138	01/21/2020	Claims	3	29518	TIRE-RAMA	38.06	SERVICES
			001 - 521 10 48 00		- Vehicle Maintenance	38.06	LLPD06 LOF

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
139	01/21/2020	Claims	3	29519	WASHINGTON CITY/CTY MGT ASSOC	315.00	ALLEN, KATY MEMBERSHIP
			001 - 513 10 49 00 - Dues,Subscriptions,Mbrships			315.00	
140	01/21/2020	Claims	3	29520	WASHINGTON FINANCE OFFICERS ASSOC	150.00	GALE, ANN MARIE;STEVENSON, RJ ACTIVE MEMBERSHIP
			001 - 514 23 49 01 - Administrative Services-Dues,§			150.00	
141	01/21/2020	Claims	3	29521	WASHINGTON STATE PARKS & RECREATION	50.00	CHECK OUT WASHINGTON LIBRARY VERSION PASS
			001 - 572 10 31 05 - Children & Adult Prgm Suppli			50.00	
142	01/21/2020	Claims	3	29522	BEN WICK	1,365.00	SPLASH ADS
			331 - 518 30 41 03 - Central Services-Professional §			140.00	
			001 - 558 70 41 00 - Econ. Dev. - Advertising			1,225.00	
						000	42.00
						001 General Fund	28,470.36
						110 Street Fund	4,575.00
						331 Municipal Facilities Fund Master Plan	140.00
						420 Golf Operations Fund	1,108.04
						Claims:	34,335.40
* Transaction Has Mixed Revenue And Expense Accounts						34,335.40	

"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

City Clerk

Date

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

City Clerk

Date



AGENDA ITEM NO.: 12Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
2020 Splash Agreement

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:
A – Agreement and Discount Pricing

DEPT. HEAD APPROVAL: Administration

EXPENDITURE REQUIRED:	NA
BUDGETED:	Yes

SUMMARY STATEMENT

City of Liberty Lake desires to enter into an agreement with The Splash / Wick Enterprises for 2020. The contract specifics are the same as for 2019. The Splash will provide one full page for City content that includes "City of Liberty Lake Lookout" page that includes a Memo from the City, Employee Spotlight, City events, and updates on specific City projects.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the Agreement with The Splash / Wick Enterprises.



“Honoring local communities and encouraging citizen involvement”

509.242.7752 | PO Box 363 | Liberty Lake, WA 99019 | www.libertylakesplash.com

2020 – LIBERTY LAKE SPLASH PARTNERSHIP AGREEMENT

Thank you for consideration of a partnership with The Splash!

Based upon the conversation and ideas exchanged between the City of Liberty Lake and Splash teams we propose to provide the City of Liberty Lake the following in each of the next twelve editions of the Splash throughout 2020 (including the January edition of 2021):

- A premium placed page within the Splash, titled the “The Lookout” and be formatted similar to that in 2019
 - Will be on page number 7 in every edition.
 - Content will be facilitated by the Splash but will be based upon content / ideas provided by the City of Liberty Lake and can include topics like Committee Corner, Community Corner, Memo from the City, Employee Spotlight, Citizen Surveys, Gardening Tips, Upcoming Events calendar, or a “Did you know.”
- Sponsorship of the student, athlete, and community member of the month. They will be selected at the discretion of the Splash and Current but shall be students and community members from within the Liberty Lake area

We will also include a group content / layout review with both teams at least once throughout the year.

Either party may terminate this agreement by providing fourteen (14) days written notice to the other party.

COSTS

Full Page – “Lookout”	\$1050
Premium Placements (Both Pages)	\$100
Content Development	\$200
Student / Athlete / Community member of the Month Sponsorship	\$400
Subtotal	\$1,750
twelve-month contract discount – 30%	(\$525)
Monthly Total	\$1,225

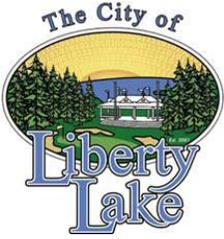
City of Liberty Lake

Date

Ben Wick

Publisher, The Splash

Date



AGENDA ITEM NO.: 12Biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Spokane Symphony Reimbursement Agreement

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: Operations and Maintenance

EXHIBIT:

A – Agreement

B – Parks and Arts Commission Strategic Plan 2020

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	\$15,000.00
BUDGETED:	Included in the 2020 Budget and Parks and Arts Commission Strategic Plan

SUMMARY STATEMENT

The Parks and Arts Commission is recommending that the City supports Friends of Pavillion Park by reimbursing them for the contract cost of the Spokane Symphony Concert on Labor Day weekend. This cost was included and approved in the 2020 budget and is also on the Parks and Arts Commission Strategic Plan as an annual event to support. FOPP would retain all control of the contract with the Symphony and City staff will continue to support them through the logistics and setup of the event. FOPP and the City have a solid relationship and share the same goals of providing activities in the parks that enhance the community and its families.

RECOMMENDED ACTION

1. Authorize signature of the agreement.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between the City of Liberty Lake, a code City of the State of Washington, hereinafter “City” and Friends of Pavillion Park, a ___501 (C) 3 Non-Profit Organization__ hereinafter “FOPP”, jointly referred to as “Parties”.

WHEREAS, the City recognizes and acknowledges the importance of public special events that serve to enrich the civic, charitable, cultural, economic, entertainment and other values of the community and that enhance community identity; and

WHEREAS, the City owns, maintains and operates certain public park and recreational facilities within the City and FOPP wishes to contract with the City to co-sponsor a community event, including providing City resources; and

WHEREAS, in conjunction with FOPP the Spokane Symphony performs concerts in Pavillion Park in the City of Liberty Lake during the Labor Day weekend, including on September 5, 2020; and

WHEREAS, the City may sponsor and support community events, including providing City resource for designated community events.

NOW THEREFORE, in consideration of the terms and conditions contained herein the Parties covenant and agree as follows:

1. **Work to Be Performed.** The duties and responsibilities for each of the Parties in the performance of this Agreement and sponsoring the performance of the Spokane Symphony shall be as set forth in Exhibit A, which is attached hereto and incorporated by this reference.

A. **Administration.** The Mayor or his/her designee shall administer and be the primary contact for FOPP. Prior to the event, FOPP shall contact the Mayor or his/her designee to review the duties and responsibilities for each of the Parties and complete a workable schedule, as necessary, in the performance of such duties and responsibilities under this Agreement.

B. **Representations.** The City has relied upon the representations of FOPP in entering into this Agreement. By execution of this Agreement, FOPP represents it possesses the materials, equipment, experience, ability, skill and resources necessary to perform the duties and responsibilities necessary under this Agreement and is familiar with all current laws, rules and regulations which reasonably relate to said duties and responsibilities.

2. **Term of Agreement.** This Agreement shall be in full force and effective upon execution of this Agreement and shall remain in effect until completion of all Agreement requirements, or December 31, 2020, whichever occurs first.

Either party may terminate this Agreement by providing ten (10) days written notice to the other party.

3. **Sponsorship and Payment.** In addition to the services to be provided by the City as contained in Paragraph 1, the City agrees to contribute the total sum of Fifteen Thousand

Dollars (\$15,000.00) toward the cost of the performance of the Spokane Symphony upon the presentation to the City of an invoice consistent with the sum set forth herein and for the sponsorship of said performance.

4. **Notice.** Notice shall be given in writing as follows:

TO THE CITY:

Name: City of Liberty Lake
Phone Number: (509) 755-6714
Address: 22710 E. Country Vista Drive
Liberty Lake, WA 99019
Jen Camp, Operations and Maintenance Director

TO FOPP:

Name: Friends of Pavillion Park
Phone Number: N/A
Address: PO Box 325
Liberty Lake, WA 99019
Attn: Joe Frank

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State, Local laws, ordinances, and regulations.

6. **Relationship of the Parties.** It is understood, agreed and declared that FOPP is not the agent or employee of the City, that the City is interested in only sponsoring the community event and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of FOPP except as the City has otherwise agreed to as contained in Exhibit A. Any and all employees and volunteers who provide services for or on behalf of FOPP shall be deemed employees and/or volunteers solely of FOPP. FOPP shall be solely responsible for the conduct and actions of all employees and/or volunteers under this Agreement and any liability that may attach thereto.

7. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of FOPP's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this Agreement for a period of three (3) years from the date final payment is made hereunder.

8. **Insurance.** Prior to the commencement of the event, FOPP shall provide the City with a Certificate of Insurance confirming liability insurance in the event of a loss, damage, or personal injury for its actions, conduct, and performance as set forth in this Agreement. FOPP shall maintain in force during the full term of this Agreement such liability insurance policy in the amount of one million dollars (\$1,000,000), which shall be at the expense of FOPP.

9. **Indemnification and Hold Harmless.** Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement, including reasonable attorney fees and costs.

10. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

11. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without first obtaining the written consent of the other party.

12. **Subcontracts.** Except as otherwise provided herein, FOPP shall not enter into subcontracts for any of the services contemplated under this Agreement without obtaining written approval from the City.

13. **Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

14. **Cost and Attorney's Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, FOPP's attorney fees payable by the City shall not exceed the total sum amount paid under this Agreement.

15. **Entire Agreement.** This written Agreement constitutes the entire and complete Agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the Parties hereto.

16. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

17. **Permit and Business License.** FOPP shall, prior to the event and performance of any services under this Agreement, apply for and obtain all necessary permits and/or City business license. For a business license, as applicable, FOPP shall contact the Washington State Department of Licensing at (360) 664-1400 or online at www.dol.wa.gov.

18. **Criminal Background Check.** FOPP does hereby give the City or an independent investigating agency authorization to conduct a thorough investigation of FOPP and its employees and/or volunteers' professional and personal background, including credit, criminal, and driving. FOPP shall be responsible for the cost of any such background check. Prior to performance the City shall have on file a complete background check.

FOPP understands and agrees to waive any claim or cause of action relating to use of any and all information gained through this investigation or release of information, and promises to

defend and hold harmless the City, its officers and employees from any claim or loss arising from such investigation and/or release of information.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2020.

CITY OF LIBERTY LAKE:

FRIENDS OF PAVILLION PARK:

Shane Brickner, Mayor

By: Joe Frank, _____

ATTEST:

APPROVED AS TO FORM:

Ann Swenson, City Clerk

Sean P. Boutz, City Attorney

EXHIBIT A

FOPP Duties and Responsibilities

1. Contract negotiation with the symphony
2. all marketing
3. Event schedule and timing
4. Day of event set up and temp signage
5. Security contract if needed
6. Parking management
7. Event announcements
8. Assist City with setting up of shade sails
9. Assist City will after even clean up
10. Supply drinks and snacks for the performers
11. Planning of all side events or activities that may go on before or after the main concert.

City Duties and Responsibilities

1. Provide maintenance staff support the day of the event.
2. Provide a clean, presentable and maintained facility to include park turf, restrooms, pavilion.
- 3.
4. Staff assist FOPP in setup of parking lot, pavilion and amphitheater area.
5. Offer marketing support through social media, city website.
6. Provide shade required by the Symphony musicians to include a shade sail over the stage, and shade cloth installation the day of.
7. Maintenance check throughout the event for items like trash, restrooms, etc.
8. Supply dumpster for the event from Waste Management.
9. Supply additional portable restrooms for the event from American OnSite.
10. Staff support to Symphony staff the day of event for power questions, setup concerns, etc.
11. Coordinate with FOPP prior to the event on timeline, logistics, requests.

City of Liberty Lake

Parks & Arts Commission Strategic Plan

2020 - 2023





Liberty Lake Parks and Arts Commission Strategic Plan 2020-2023

VISION

To enrich the quality of life in Liberty Lake through art, high quality programs, and exceptional parks and facilities.

MISSION

To foster an artistic environment that promotes a sense of community, creates a unique identity and supports opportunities for the arts.

COMMISSION RESPONSIBILITIES

- Make recommendations to the City Council on the procurement and placement of art.
- Promote and encourage programming to bring opportunities and awareness of public art.
- Make recommendations and advise City Council on city park additions and needs.

ART FOCUS

- Functional Art – beautification projects, fences, bike racks, benches, and other.
- Interactive Art – art that actively engages the community such as playground equipment, story boards, festivals and other.
- Statement Pieces – roundabouts, parks, statues, panels and other.
- Programming – community theater, civic theater, literacy, dance, and other.

STRATEGIC AIMS

- Design and implement a financial strategy for long-term arts sustainability.
 - Capital Improvement Projects
 - Development / Building Projects
 - City Budget
 - Grants
 - Fundraising
- Set priorities for any available funding for public art.
- Create and implement comprehensive community outreach program.



Liberty Lake Parks and Arts Commission Strategic Plan 2020-2023

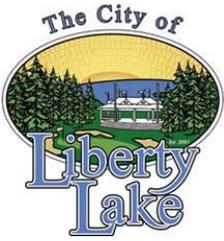
- Communication
- Develop Strategic Partnerships – builders/developers, local businesses, banks, libraries, athletic organizations, schools, etc.
- Engage Art Community – local theaters, poets, dance, etc.
- Advise City Council and City Staff on policy that supports the arts, parks, and programming
 - Define and establish a vision that works for Liberty Lake.
 - Create open communication with city staff and council on arts initiatives.
 - Justify the need for quality arts in the City of Liberty Lake.
 - Be an advisory committee for park opportunity recommendations.
 - Be an advisory committee for park programming opportunities.
- Be a resource to builders and developers to incorporate art into projects in public venues.



Liberty Lake Parks and Arts Commission Strategic Plan 2020-2023

PUBLIC ART 2020 - 2023

	Item	Estimated Cost	Notes
2019	Utility Box Wraps		Completed
	Pavillion Park Mural	\$ 10,000.00	Possible carryover to 2020?
	Goat Statue Mascots	\$ 9,000.00	Project moved to 2020
	StoryWalk		Completed
	Beautification		
	*Symphony	\$ 13,500.00	Completed
2020	Utility Box Wraps	\$ 1,500.00	Seek sponsorships
	Orchard Park Temporary Sculpture Garden	\$ 15,000.00	Call to artists to apply. \$1k awarded per sculpture. 15 max.
	Orchard Park Dedication Sculpture	\$ 20,000.00	Purchase one sculpture for park dedication. Estimated cost.
	Goat Statue Mascots	\$ 20,000.00	Moved from 2019
	Beautification	\$ 5,000.00	
	*Orchard Park Event TBD; Symphony		\$10k and \$15k, respectively. FOPP to run Symphony.
	TOTAL	\$ 61,500.00	Pending Council approval.
2021	Utility Box Wraps	\$ 5,000.00	Seek sponsorships
	Liberty Lake Road Median Sculptures	\$ 50,000.00	
	Beautification	\$ 5,000.00	
	StoryWalk	\$ 4,500.00	
	*Symphony		
	TOTAL	\$ 64,500.00	
2022	Utility Box Wraps	\$ 1,500.00	Seek sponsorships
	Roundabout Art	\$ 50,000.00	
	Beautification	\$ 5,000.00	
	Programming	\$ 10,000.00	
	*Symphony		
	TOTAL	\$ 66,500.00	
2023	Utility Box Wraps	\$ 1,500.00	Seek sponsorships
	Roundabout Art	\$ 50,000.00	
	Beautification	\$ 5,000.00	
	Programming	\$ 10,000.00	
	*Symphony		
	TOTAL	\$ 66,500.00	
	*Funded in general fund as an event		



AGENDA ITEM NO.: 12Biv

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

2020 WDLC & WA Anytime Library Invoice

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: Library

EXHIBIT:

A – Invoice from Secretary of State

DEPT. HEAD APPROVAL: Jocelyn Redel

EXPENDITURE REQUIRED:	\$7,415.61
BUDGETED:	Yes

SUMMARY STATEMENT

Liberty Lake Municipal Library is a member of the Washington Digital Library Consortium (WDLC), which provides library patrons access to the Washington Anytime Library for digital books and audiobooks. This is the annual invoice for this service.

RECOMMENDED ACTION

1. Authorize the purchase.

**State of Washington
Secretary of State
INVOICE**

PAMELA MOGEN
LIBERTY LAKE MUNICIPAL LIBRARY
23123 E MISSION AVE
LIBERTY LAKE WA 99019

Account Number: K-2 LIBERT
Invoice Date: 01/06/2020
Invoice Number: 00010474

TOTAL DUE: \$ 7,415.61

Due Date: 02/05/2020

Please return top portion with your remittance.

Please remit to:

Secretary of State
PO BOX 40224
OLYMPIA, WA 98504-0224

Account Number: K-2 LIBERT
Invoice Date: 01/06/2020
Invoice Number: 00010474

Due Date: 02/05/2020

Federal ID # 91-6001106

If you have any questions, please call: 360-704-5266

LIBRARY - K20

DATE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
01/01/2020	2020 WDLC JAN-DEC	1.0000	\$7,415.610	\$7,415.61
TOTAL DUE:				\$7,415.61

2020 WASHINGTON DIGITAL LIBRARY CONSORTIUM & WASHINGTON ANYTIME LIBRARY

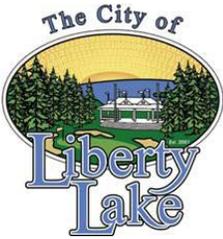
ANNUAL BILLING (JAN-DEC)

CONTRACT NO.: IG-11/057
PLATFORM FEE: \$151.30
ADDED COPY FUND: \$7,264.31

QS-3854

Please make check payable to the Secretary of State.

Please include invoice number on your check.



AGENDA ITEM NO.: 12Bv
BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: I-90 Henry Road PS&E Review
Agreement to pay fees to WSDOT

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: Administration

EXHIBIT: See Attached

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	\$75,000
BUDGETED:	0

SUMMARY STATEMENT

Liberty Lake’s agreement with WSDOT (GCB3211) related to the Henry Rd project, includes design review of Plans, Specification and Engineering. The cost of these services is estimated by WSDOT in the amount of \$75,000.

Consistent with our agreement, these review fees will be considered a credit towards the \$6,000,000 contribution by the City of Liberty Lake for the project.

A budget amendment is necessary to provide funding for this work

RECOMMENDED ACTION

1. Authorize the Mayor to sign off on the attached agreement.



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 9, 2020

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

RE: I-90 Henry Rd PS&E review (Agreement to Pay Fees):
JG-6449 Group 03

Dear Katy:

This agreement pertains to reimbursement of the Washington State Department of Transportation (WSDOT) for providing review/approval services for the Henry Rd PS&E review.

The City of Liberty Lake shall reimburse WSDOT for (a) all actual direct and indirect costs incurred by WSDOT for the reviews/approvals for the Henry Rd design and PS&E plus (b) an annually adjusted administrative overhead percentage (currently 12.13%).

WSDOT (Eastern Region) will establish account Number JG-6449 Group 03 for billing purposes to cover the actual direct and indirect costs for the charges for the work. This account will be set up for estimated cost in the amount of \$75,000. Should the need to exceed this amount by 25% arises this Agreement will need to be modified by both parties in writing.

A billing will be submitted each month to The City of Liberty Lake until the design and PS&E review work has been completed. Payment is required within 30 days of receipt of each billing to avoid any additional charges.

WSDOT requests that the proper authority acknowledge the JG account by filling in the Endorsement below and returning this original letter to my attention at: 2714 N. Mayfair St., Spokane, WA 99207.

If you have any questions or require further information, please contact Mike Burdick at 509-324-6122.

Sincerely,



Larry Larson, P.E.
Assistant Regional Administrator for Development

Endorsement

City of Liberty Lake

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

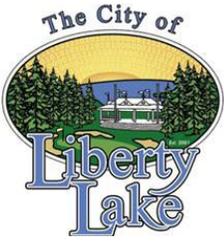
Title: Mayor

Title: Regional Administrator

Date: _____

Date: _____

City of Liberty Lake, Statewide Vendor Number SW00134730 0



AGENDA ITEM NO.: 12Bvi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Indiana Avenue Right-of-Way Dedication Agreement

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: PEBS

EXHIBITS:

Right-of-Way Dedication Agreement for Indiana Avenue

DEPT. HEAD APPROVAL: Lisa D. Key

EXPENDITURE REQUIRED:	No
BUDGETED:	No

SUMMARY STATEMENT

While the right-of-way dedication for Indiana Avenue was accepted by City Council on November 19, 2019, and recorded several days following, the attached Right-of-Way Dedication Agreement is required for the developer to seek TIF/LIFT reimbursement from the County.

RECOMMENDED ACTION

1. Approve the Right-of-Way Dedication Agreement for Indiana Avenue, and authorize the Mayor to execute the right-of-way dedication agreement.

STREET DEDICATION AGREEMENT

This Indiana STREET IMPROVEMENT DEDICATION AGREEMENT (this “Agreement”) is by and between Spokane County, Washington (the “County”), River Crossing, LLC, a Washington Corporation, as the developer (“River Crossing, LLC”), and The City of Liberty Lake, Washington (the “City”) pursuant to chapters 39.89 and 39.102 RCW.

WITNESSETH:

WHEREAS, the County is a class A county duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the “State”);

WHEREAS, the County is authorized to create a tax increment financing area from which a portion of property taxes, defined as community revitalization financing, can be designated to finance certain public improvements, including street improvements, within the boundaries of such tax increment area pursuant to chapter 39.89 RCW (the “TIF Act”);

WHEREAS, pursuant to Resolution No. 2005-1169, adopted by the Board of County Commissioners of the County (the “Board”), on December 22, 2005, the County designated a tax increment financing area known as “Spokane County Increment Area No. 2005-01” pursuant to the TIF Act (the “TIF Area”);

WHEREAS, River Crossing, LLC has constructed certain street improvements within the TIF Area, a description and the location of which is attached hereto as Exhibit “E” (the “Improvements”),

WHEREAS, pursuant to Resolution No. 2005-1169, the Board authorized the County to purchase public improvements, including the Improvements, within the TIF Area, and to finance the purchase of such improvements with community revitalization financing;

WHEREAS, the City owns and maintains public streets for the benefit of public within the TIF Area;

WHEREAS, the Board desires to have the City assume ownership, control, and maintenance of the Improvements as part of the City’s transportation system to provide benefits to the public;

WHEREAS, the Board deems it in the best interest of the County and its residents to use funds from community revitalization financing to pay for the Improvements so long as River Crossing, LLC dedicates the Improvements to the District, and so long as the City accepts such dedication;

WHEREAS, the County is authorized to create a revenue development area from which a portion of revenues from various taxes, defined as local infrastructure financing, and certain proceeds of State excise taxes, can be designated to finance certain public improvements, including street improvements, within such revenue development area pursuant to chapter 39.102 RCW (the “LIFT Act”);

WHEREAS, the LIFT Act identifies the Spokane River District Project at Liberty Lake, located within the County, as a “demonstration project”;

WHEREAS, the Board previously determined that the demonstration project at Liberty Lake identified in the LIFT Act is the best opportunity for the State excise tax revenues to be made available for a local infrastructure financing project within the County;

WHEREAS, the Board adopted Resolution No. 07-0223 on March 20, 2007, designating a revenue development area pursuant to the LIFT Act, to be known as the “Spokane County River District Revenue Development Area at Liberty Lake” (the “Revenue Development Area”) and agreeing to act as the “sponsoring local government” thereof within the meaning of the LIFT Act;

WHEREAS, the City Council of the City of Liberty Lake (the “City Council”) adopted Resolution No. 07-103 on February 6, 2007, authorizing the city of Liberty Lake (the “City”) to be a “participating local government and participating taxing district” of the Revenue Development Area within the meaning of the LIFT Act;

WHEREAS, the City Council adopted Resolution No. 105 on April 3, 2007, and the Board adopted Resolution No. 07-0311 on April 10, 2007, authorizing the execution of a Local Infrastructure Financing Agreement, dated as of April 10, 2007, for the use of dedicated amounts of local excise tax allocation revenues and local property tax allocation revenues, in whole or in part, for local infrastructure financing authorized pursuant to the LIFT Act (the “Local Infrastructure Financing Agreement”);

WHEREAS, the Board adopted Resolution No. 07-0531 on June 19, 2007, creating and establishing the Revenue Development Area pursuant to the LIFT Act (“Resolution No. 07-0531”) and describing the boundaries thereof; describing public improvements to be made in the Revenue Development Area; stating the estimated cost of such public improvements and the portion thereof to be borne by local infrastructure financing; estimating the time during which local excise tax allocation revenue and local property tax allocation revenue are to be apportioned to pay for the costs of such public improvements; and providing the date when such apportionment of local excise tax allocation revenue and local property tax allocation revenue will commence;

WHEREAS, River Crossing, LLC has constructed certain street improvements within the Revenue Development Area, a description and the location of which is attached hereto as Exhibit “E” (the “Improvements”);

WHEREAS, the Improvements are included in the definition of “Public Improvements” approved by the Board to be financed with local infrastructure financing pursuant to Resolution No. 07-0531;

WHEREAS, the Improvements are included in the public improvements set forth in Attachment “D” attached to the Local Infrastructure Financing Agreement, in which the City agreed that the portion of its local property tax allocation revenue and local excise tax allocation revenue generated within the Revenue Development Area that is necessary to enable the County to obtain the full amount of the tax distributions from the State each year in accordance with the LIFT Act shall be used to assist in local infrastructure financing for the public improvements set forth in such Attachment “D”;

WHEREAS, the City has approved the use of local infrastructure financing to pay the public improvement costs of the Improvements;

WHEREAS, River Crossing, LLC has submitted TIF Reimbursement Request No. 10 to the County, requesting \$366,910.40 in community revitalization financing to pay a portion of the public improvement costs of the Improvements;

WHEREAS, River Crossing, LLC has submitted LIFT Reimbursement Request No. 10 to the County, requesting \$856,124.28 in local infrastructure financing to pay a portion of the public improvement costs of the Improvements;

WHEREAS, the City owns and operates public street systems for the public benefit within the Revenue Development Area;

WHEREAS, the Board desires to have the City assume ownership, control and maintenance of the Improvements as part of the city's transportation system to provide benefits to the public;

WHEREAS, the Board adopted Resolution No. 20-____ on _____, 2020, which deemed it in the best interest of the County and its residents to use funds from both community revitalization financing and local infrastructure financing to pay for the Improvements so long as River Crossing, LLC dedicates the Improvements to the City, and so long as the City accepts such dedication; and

WHEREAS, pursuant to Resolution No. _____, the Board approved the use of community revitalization financing to pay a portion of the public improvement costs of the Improvements and authorized the payment of \$366,910.40 of community revitalization financing to River Crossing, LLC pursuant to TIF Reimbursement Request No. 10, and authorized the execution of this Agreement;

WHEREAS, pursuant to Resolution No. _____, the Board approved the use of local infrastructure financing to pay a portion of the public improvement costs of the Improvements and authorized the payment of \$856,124.28 of local infrastructure financing to River Crossing, LLC pursuant to LIFT Reimbursement Request No. 10, and authorized the execution of this Agreement;

NOW, THEREFORE, each of the County, River Crossing, LLC and the City mutually agree as follows:

Section 1. The County agrees to reimburse River Crossing, LLC \$1,223,034.68 as the cost of constructing, acquiring and installing the Improvements. The County shall use both community revitalization financing funds collected in the TIF Area and local infrastructure financing funds collected in the Revenue Development Area to pay for the Improvements. The County shall make the reimbursement using \$366,910.40 of community revitalization financing and \$856,124.28 of local infrastructure financing.

Section 2. River Crossing, LLC hereby agrees to dedicate the Improvements to the City to be used to provide transportation benefits to the public. Such dedication shall be evidenced by a bill of sale, the form of which is attached hereto as Attachment "F". River

Crossing, LLC covenants that the Improvements meet all state, local, and City construction specifications.

Section 3. The City hereby: (A) agrees to accept the dedicated Improvements; (B) agrees to maintain the Improvements; and (C) agrees to use the Improvements to provide transportation benefits to the public. Such acceptance is conditioned upon the Improvements meeting all state, local and City construction specifications.

Section 4. This Agreement contains all the terms and conditions agreed upon by the County, River Crossing, LLC and the City with respect to the subject matter hereof. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the County, River Crossing, LLC or the City hereto, other than those imposed by this Agreement or operation of law.

Section 5. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one Agreement.

Section 6. This Agreement will be effective only when signed by the County, River Crossing, LLC and the City.

[Signature page follows]

IN WITNESS WHEREOF, the County, River Crossing, LLC and City of Liberty Lake, Washington have each executed this Agreement on the date opposite their signature blocks with the effective date being the date of the last signature.

DATED: _____

SPOKANE COUNTY, WASHINGTON

Al French, Chair

Josh Kerns, Vice Chair

Mary Kuney, Commissioner

ATTEST:

Ginna Vasquez, Clerk of the Board
of County Commissioners

(S E A L)

DATED: _____

River Crossing, LLC
a Washington Corporation

By: _____

Title: _____

DATED: _____

City of Liberty Lake, Washington

Shane Brickner, Mayor

AFTER RECORDING RETURN TO:
River Crossing, LLC
N. 1421 Meadowwood Lane, Ste. 200
Liberty Lake, Wa 99019

Parcel No. A portion 55094.9107 and 55096.9204

RIGHT-OF-WAY DEDICATION DEED

THE GRANTORS, River Crossing, LLC a Washington Limited Liability Company, for good and valuable consideration in hand paid, dedicate to the CITY OF LIBERTY LAKE, a municipal corporation of the State of Washington, for public street purposes and all uses incidental thereto, certain real property situated in the City of Liberty Lake, County of Spokane, State of Washington, and legally described as follow

See Attached Legal Description Exhibit A

SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record. Grantors waive all claims for damages against any governmental authority including, without limitation, the City of Liberty Lake, which may be occasioned by the establishment, construction, drainage and maintenance of such public way.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed by affixing their signature hereunto this _____ day of _____, 20____.

GRANTOR

River Crossing, LLC

By: _____

Its: _____

STATE OF WASHINGTON :

: ss.

County of Spokane :

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared **Joe Frank** to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

Legal Description
For
Indiana Avenue and Bitterroot Street
Right of Way
Exhibit A

Portions of Government Lots 5, 6, 7 and 8 in Section 9, Township 25 North, Range 45 East W.M., located in the City of Liberty Lake, Spokane County, Washington more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 1, Block 1 of the Final Binding Site Plan of Bitterroot Commercial Phase I, BSP-08-0001, Recorded in Book 3 of Binding Site plans, Page 17; thence N39°26'34"W a distance of 63.24 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 467.50 feet; thence Northwesterly along said curve through a central angle of 15°58'06" an arc distance of 130.29 feet to the beginning of a compound curve concave to the East and having a radius of 20.00 feet; thence Northeasterly along said curve through a central angle of 95°40'54" an arc distance of 33.40 feet to the beginning of a reverse curve concave to the Northwest and having a radius of 1538.50 feet; thence Northeasterly along said curve through a central angle of 00°24'54" an arc distance of 11.14 feet; thence N18°12'28"W a distance of 77.00 feet to the beginning of a non-tangent curve concave to the North and having a radius of 1461.50 feet and a chord bearing and distance of S83°10'44"W, 577.08 feet; thence Westerly along said curve through a central angle of 22°46'23" an arc distance of 580.90 feet to the beginning of a reverse curve concave to the South and having a radius of 1038.50 feet; thence Westerly along said curve through a central angle of 02°34'09" an arc distance of 46.57 feet to the beginning of a compound curve concave to the South and having a radius of 613.00 feet; thence Westerly along said curve through a central angle of 08°20'25" an arc distance of 89.23 feet; thence S83°39'22"W a distance of 220.37 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 1013.00 feet; thence Southwesterly along said curve through a central angle 07°01'18" an arc distance of 124.14 feet to the beginning of a reverse curve concave to the Northwest and having a radius of 987.00 feet; thence Southwesterly along said curve through a central angle of 07°01'18" an arc distance of 120.96 feet; thence S83°39'22"W a distance of 229.56 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 2065.00 feet; thence Southwesterly along said curve through a central angle of 12°46'19" an arc distance of 460.32 feet; thence S70°53'03"W a distance of 321.89 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 987.00 feet; thence Southwesterly along said curve through a central angle of 11°53'07" an arc distance of 204.74 feet to the beginning of a reverse curve concave to the Southeast and having a radius of 1013.00 feet; thence Southwesterly along said curve through a central angle of 07°11'04" an arc distance of 127.02 feet; thence S75°35'05"W a distance of 196.65 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 1966.45 feet and a chord bearing and distance of S83°24'03"W, 618.08 feet; thence Westerly along said curve through a central angle of 18°05'01" an arc distance of 620.65 feet; thence S02°26'33"W a distance of 0.50 feet to the Northerly Right of Way Line of Indiana Avenue per the Final Plat of River Crossing East Addition, Recorded in Book 41 of Plats, Pages 26 and 27; thence continuing S02°26'33"W a distance of 72.05 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 2039.00 feet and a chord bearing and distance of N84°00'49"E, 597.76 feet; thence Northeasterly along said curve through a central angle of 16°51'28" an arc distance of 599.92 feet; thence N75°35'05"E a distance of 228.52 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 2007.00 feet; thence Northeasterly along said curve through a central angle of 02°35'08" an arc distance of 90.57 feet to the beginning of a reverse curve concave to the Northwest and having a radius of 1993.00 feet; thence Northeasterly along said curve through a central angle of 07°17'11" an arc distance of 253.45 feet; thence N70°53'03"E a distance of 324.10 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 2007.00 feet;

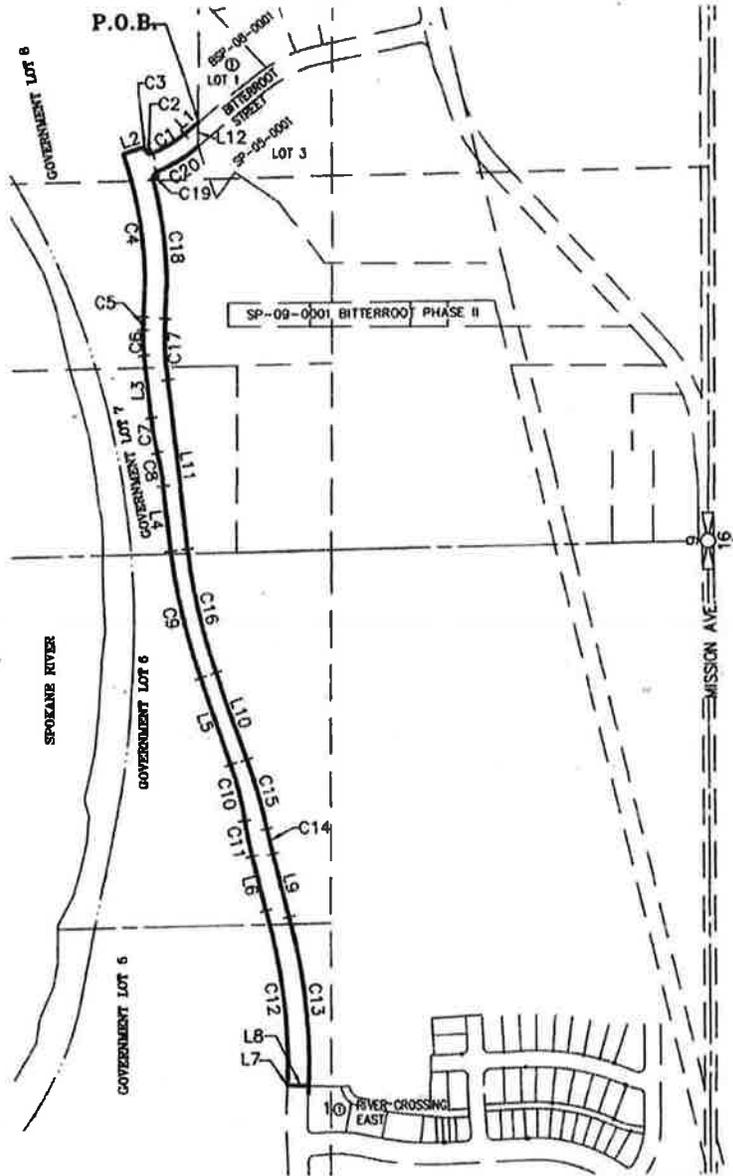
thence Northeasterly along said curve through a central angle of 12°46'19" an arc distance of 447.39 feet; thence N83°39'22"E a distance of 601.70 feet to the beginning of a tangent curve concave to the South and having a radius of 961.50 feet; thence Easterly along said curve through a central angle of 12°45'26" an arc distance of 214.08 feet to the beginning of a reverse curve concave to the North and having a radius of 1538.50 feet; thence Northeasterly along said curve through a central angle of 18°28'09" an arc distance of 495.93 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 20.00 feet; thence Southeasterly along said curve through a central angle of 81°51'22" an arc distance of 28.57 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 535.66 feet; thence Southeasterly along said curve through a central angle of 18°17'07" an arc distance of 170.95 feet to the Northeast corner of Lot 3 of the Final Short plat of American West Bank. Recorded in Book 23 of Short Plats, Pages 17 and 18; thence S89°35'45"E a distance of 84.66 feet to the POINT OF BEGINNING.

EXCEPT all Right of Way
Subject to all easements of Record
Containing 5.54 Acres more or less.



9-21-19

EXHIBIT "A"
A PORTION OF GOVERNMENT LOTS 5, 6, 7 & 8 IN SECTION 9, TOWNSHIP
25N, RANGE 45E, W.M.
CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON



SCALE: 1 INCH = 500 FEET
P.O.B.=POINT OF BEGINNING

9-22-19

RFK LAND SURVEYING INC.. 1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN	APPROVED	PROJECT
	MEM	MEM	19-190
	DATE	DATE	FIELD BOOK
	09/20/19	09/20/19	

EXHIBIT "A"
A PORTION OF GOVERNMENT LOTS 5, 6, 7 & 8 IN SECTION 9, TOWNSHIP
25N, RANGE 45E, W.M.
CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 39°26'34" W	63.24'
L2	N 18°12'28" W	77.00'
L3	S 83°39'22" W	220.37'
L4	S 83°39'22" W	229.56'
L5	S 70°53'03" W	321.89'
L6	S 75°35'05" W	196.65'
L7	S 02°28'33" W	0.50'
L8	S 02°26'33" W	72.05'
L9	N 75°35'05" E	228.52'
L10	N 70°53'03" E	324.10'
L11	N 83°39'22" E	601.70'
L12	S 89°35'45" E	84.66'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	467.50'	130.29'	129.87'	N 31°27'31" W	15°58'06"
C2	20.00'	33.40'	29.65'	N 24°21'59" E	95°40'54"
C3	1538.50'	11.14'	11.14'	N 71°59'59" E	0°24'54"
C4	1461.50'	580.90'	577.08'	S 83°10'44" W	22°46'23"
C5	1038.50'	46.57'	46.56'	N 86°43'09" W	2°34'09"
C6	613.00'	89.23'	89.15'	S 87°49'34" W	8°20'25"
C7	1013.00'	124.14'	124.07'	S 80°08'43" W	7°01'18"
C8	987.00'	120.96'	120.88'	S 80°08'43" W	7°01'18"
C9	2065.00'	460.32'	459.36'	S 77°16'12" W	12°46'19"
C10	987.00'	204.74'	204.37'	S 76°49'36" W	11°53'07"
C11	1013.00'	127.02'	126.94'	S 79°10'37" W	7°11'04"
C12	1968.45'	620.65'	618.08'	S 83°24'03" W	18°05'01"
C13	2039.00'	599.92'	597.76'	N 84°00'49" E	16°51'28"
C14	2007.00'	90.57'	90.56'	N 76°52'39" E	2°35'08"
C15	1993.00'	253.45'	253.28'	N 74°31'38" E	7°17'11"
C16	2007.00'	447.39'	446.46'	N 77°16'12" E	12°46'19"
C17	961.50'	214.08'	213.64'	N 88°11'13" E	12°45'26"
C18	1538.50'	495.93'	493.79'	N 85°19'51" E	18°28'09"
C19	20.00'	28.57'	26.20'	S 62°58'33" E	81°51'22"
C20	535.66'	170.95'	170.23'	S 31°11'26" E	18°17'07"



SCALE: 1 INCH = 500 FEET
P.O.B.=POINT OF BEGINNING



9-22-19

RFK LAND SURVEYING INC.. 1420 WEST GARLAND AVENUE SPOKANE, WA 99206 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN	APPROVED	PROJECT
	MEM	MEM	19-190
	DATE	DATE	FIELD BOOK
	09/20/19	09/20/19	
PAGE 2 OF 2			



AGENDA ITEM NO.: 12Bvii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Liberty Lake Road Preservation (overlay)

FOR THE AGENDA OF: January 21st, 2020

DEPT. OF ORIGIN: Planning & Engineering

EXHIBIT:

Agreement

DEPT. HEAD APPROVAL: Director *David D. Key*

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Yes

SUMMARY STATEMENT

Staff is recommending Council approve an agreement with Parametrix to complete design work for the overlay of Liberty Lake Road. The agreement is for a total of \$57,725.73. Due to a successful TIB grant application TIB will pay 70% of that amount. City funds will be paid in the amount of \$17,580. TIB has already approved proceeding with design work.

RECOMMENDED ACTION

1. Delegate authority to the Mayor to execute the attached agreement in the amount of \$57,725.73.



**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time



to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX

TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X



CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process ~~and defend at its own expense~~ all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

EXHIBIT A-1 Certification of Consultant

Project No.	City/County City of Liberty Lake
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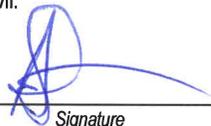
I hereby certify that I am Alex Sylvain a duly authorized representative of the firm of Parametrix, Inc. whose address is 835 North Post, Suite 201, Spokane, WA 99201 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

1/13/2020
 Date


 Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of _____, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No.
Describe the Scope of Work See Attached
Documents to be Furnished by the Consultant Roadway Construction Plans Erosion and Sediment Control Plans Construction Details Traffic Control Plans Project Specifications Opinion of Cost

PARAMETRIX, INC.
EXHIBIT B-1
SCOPE
Of WORK FOR
ENGINEERING SERVICES

Local Agency: City of Liberty Lake
Project Title: Liberty Lake Road Preservation
Country Vista Dr. to Sprague Ave.

Work Description: Design Phase

OBJECTIVE

The owner's objective in this agreement is for the Consulting Engineer to provide evaluation and design engineering services for street preservation work including asphalt grinding, patching, crack sealing, HMA prelevel and a HMA surface overlay within the project limits. The Consultant will provide the professional services required to design the project and to bring the project to bid; through award with direction, review, and support provided by the City of Liberty Lake. The Consultant will prepare plans, specifications and estimates to bid the project and will coordinate with other regulatory agencies and affected parties as required.

PROJECT LOCATION

The Liberty Lake Road Preservation project includes work on Liberty Lake Road from the south side of Country Vista Dr. to the south side of the intersection at Sprague Avenue.

PROJECT SCOPE

1 – PRELIMINARY ENGINEERING / CONCEPT DESIGN

- 1.1 Project Kick-Off Meeting:** A project kick-off meeting shall be held to discuss the project scope, requirements, and objectives.
- 1.2 Coordination Meetings:** Three coordination meetings will be held with the City of Liberty Lake and other interested parties.
- 1.3 Collect Available Data:** Consultant shall collect available data on the existing property, street geometrics, utilities, drainage, and other information that might be available in the project area from existing records and topographic survey. Consultant shall incorporate this information into the base maps and contract documents.
- 1.4 Review Design Standards:** The consultant will coordinate applicable design standards, specifications, and electronic formatting requirements with review agencies.
- 1.5 Environmental Classification Summary:** No ECS work is anticipated.

2 – DESIGN PHASE

- 2.1 Site Survey and Basemap:** A topographic survey will be completed to identify existing street horizontal dimensioning, striping, guard rails and surface structures located within the street. An Autocad basemap drawing will be created showing all of the items picked up during the survey. Right of way survey and analysis is not anticipated.

2.2 PS&E Package: Plans, specifications, and cost estimates will be prepared based on the approved concept design and submitted for the 90% design phase to the City of Liberty Lake and to the Transportation Improvements Board. A 100% submittal will be made based on comments received from the 90% submittal. All work will be per City of Liberty Lake Standards. The submittals will include the following information:

- A. **Title Sheet, Index of Drawings, Vicinity Map:** Services include preparing the cover sheet for the plan set and the specifications, along with a project aerial drawing. Two sheets are anticipated.
- B. **Roadway Design Plans:** Services include preparing plan view sheets within the project limits. Eight sheets are anticipated. Construction information will include:
 - Pavement Removal, Replacement, and Overlay Plans
 - Roadway Sections
 - Summary of Quantities
 - Striping and Signage Plan.
 - Temporary Erosion Sediment Control Plan
- C. **Temporary Traffic Control Plans:** Services will include preparing plan view sheets showing required temporary traffic control signage and phasing. Two sheets are anticipated.
- D. **Details:** Services will include preparing project-specific details and incorporating standard City details into the design. One sheet is anticipated.
- E. **Special Provisions:** Review WSDOT General Special Provisions and prepare additional special provisions as required to complete the work.
- F. **Specifications:** Incorporate special provisions to the WSDOT 2020 Standard Specification plans and proposal into contract provisions.
- G. **Engineers Estimate:** Complete a summary of quantities tabulation and develop unit prices for each item based on recent bid history and engineering judgment.

3. BIDDING SERVICES

3.1 Support during Ad, Bid, and Award:

Services provided under this category will include answering questions from bidders during the bid advertisement period, preparing addenda, coordinating and attending a pre-bid conference (if needed), provide assistance reviewing bids for award, and preparation of bid tabulations.

EXTRA SERVICES: These services are not included at this time but may be added as a supplement agreement to this contract at a later date if agreed upon by all parties.

- Environmental Assessment.
- Geotechnical Evaluation
- Evaluation and design of guardrail
- Stormwater design
- Right-of-Way Acquisitions
- Structural Engineering (including retaining walls)
- Title Company, Utility Company, Agency and Processing Fees
- Landscape Architecture services
- Construction Staking/Final Grade Certification
- SEPA paperwork and process
- Construction Administration/Management



EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. Actual Cost: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. Actual Cost Not To Exceed Maximum Percent: If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. Fixed Rate: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by K.J. Hanley				Date 1/9/2020	
Project Liberty Lake Road Preservation Project – Country Vista Dr. to Sprague Avenue					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate	=	Cost
Project Manager	157	x	\$54.00	=	\$8,478.00
Design Engineer	120	x	\$37.00	=	\$4,440.00
Field Surveyor	30	x	\$28.50	=	\$855.00
Engineering Tech	108	x	\$35.50	=	\$3,834.00
Admin. Assistant	24	x	\$30.00	=	\$720.00
		x		=	
		x		=	
		x		=	
TOTAL DSC					\$18,327.00
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or <u>179.52 %</u> x \$ 18,327.00					\$32,900.63
FIXED FEE (FF)					
FF Rate x DSC or <u>30 %</u> x \$ 18,327.00					\$5,498.10
REIMBURSABLES					
Itemized					\$ 1,000.00
SUBCONSULTANT COST (See Exhibit G)					\$0
GRAND TOTAL					\$57,725.73

Worksheet for Exhibit D - Consultant Fee Determination Sheet
Liberty Lake Road Preservation - Country Vista Dr. to Sprague Ave.

For: City of Liberty Lake
By: Parametrix, Inc.

TASK DESCRIPTION	PERSONNEL & LABOR RATE						PROJECT TOTALS	
	Principal	Proj	Design	Field	Engr	Word	LABOR HOURS	LABOR COST
	\$60.00	Manager \$54.00	Engr \$37.00	Survey \$28.50	Tech \$35.50	Process \$30.00		
1	PRELIM ENGR'G / CONCEPT DESIGN							
1.1	Project Kick-Off Meeting	4	2				6	\$290
1.2	Coordination Meetings	16	4				20	\$1,012
1.3	Collect Available Data	6	6			6	18	\$759
1.4	Review Design Standards	4	4				8	\$364
1.5	Environmental Classification Summary						0	\$0
1	PRELIM PHASE TOTALS	0	30	16	0	6	0	\$2,425
2	DESIGN PHASE							
2.1	Site Survey / Basemap	4	8	30	14		56	\$1,864
2.2	PS&E Package						0	\$0
2.2A	Title Sheet, Index of Drawings, Vicinity Map	2	4		4		10	\$398
2.2B1	Paving Plans	10	12		18		40	\$1,623
2.2B2	Roadway Sections and Details	5	8		10		23	\$921
2.2B3	Quantities	4	8		6		18	\$725
2.2B4	Striping and Signing Plan	10	12		12		34	\$1,410
2.2B5	TESC Plan	4	6		6		16	\$651
2.2C	Temporary Traffic Control Plans	12	16		16		44	\$1,808
2.2D	Details	6	8		12		26	\$1,046
2.2E	Special Provisions	20				10	30	\$1,380
3.2F	Specifications	22	6			10	38	\$1,710
3.2G	Engineers Estimate	8	10		4		22	\$944
2	DESIGN PHASE TOTALS	0	107	98	30	102	20	\$14,480.00
3	BIDDING SERVICES							
3.1	Support during Ad, Bid, and Award		20	6			4	\$1,422
3	BIDDING SERVICES TOTALS	0	20	6	0	0	4	\$1,422
	PROJECT TOTALS	0	157	120	30	108	24	\$18,327.00

% of Total 0% 36% 27% 7% 25% 5% Ave \$41.75



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 26, 2019

Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374

Subject: Acceptance FYE 2018 ICR – Cognizant Review

Dear Holli Moeini:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 179.52% (rate include 0.46% Facilities Cost of Capital) based on the “Cognizant Review” from Clark Numer, P.S.. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
May 1 2019 12:42 PM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:mya



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Not Used



AGENDA ITEM NO.: [12Bviii](#)

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Donation – Ross and Kelli Schneidmiller

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: Operations and Maintenance

EXHIBIT:

A – Donation Agreement

DEPT. HEAD APPROVAL: Katy Allen

ESTIMATED VALUE:	\$6,250
BUDGETED:	N/A

SUMMARY STATEMENT

The Parks and Arts Commission recommends the approval of a generous donation from Ross and Kelli Schneidmiller. This donation will help fund the Pavillion Park Mural project by Rolf Goetzinger.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the donation form.



The City of Liberty Lake
22710 East Country Vista Drive
Liberty Lake, WA 99019
(509) 755-6700

The City of Liberty Lake Pavillion Park Mural Donation Agreement

This Agreement (“Agreement”) is entered into by and between the City of Liberty Lake, a Washington municipal corporation (hereinafter “City”), and Ross and Kelli Schneidmiller, who reside at 1107 S Liberty Dr, Liberty Lake, WA 99019 (hereinafter “Donor”), and jointly referred to as “Parties”.

I. SCOPE OF DONATION

The DONOR shall donate to the City the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) to assist the City in paying for a mural at Pavillion Park (“Mural Project”). The Mural Project was previously approved by the City Council on November 19, 2019, and this donation is for that sole purpose. If the donated funds are not used for this purpose prior to December 31, 2020, then said funds shall be returned to the DONOR.

II. TERM

This Agreement shall commence on January 21, 2020, provided it is approved upon by the City Council. The Parties may terminate this Agreement earlier by mutual agreement in writing, but it shall not extend beyond December 31, 2020.

III. COMPENSATION

The DONOR agrees to contribute the sum set forth in Paragraph 1 above to the City in a form acceptable to the City for the Mural Project.

IV. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws and regulations, including applicable taxes and licensing. For IRS purposes, this Agreement serves as written acknowledgement of the donation. The City has not provided any goods or services in consideration of or receipt of this donation.

V. ONGOING MAINTENANCE

The City will be responsible for all costs of material and labor in the upkeep and maintenance of the mural.

VI. INDEMNIFICATION

The City agrees to indemnify, defend and hold harmless Ross D. Schneidmiller and Kelli J. Schneidmiller, husband and wife, from any and all claims and causes of action of any kind arising out of the installation and/or use of the mural, or to enforce any of the covenants and obligations in this Agreement.



The City of Liberty Lake
22710 East Country Vista Drive
Liberty Lake, WA 99019
(509) 755-6700

By signing below, the Parties agree this Agreement is made effective on the day and year set forth in Section II.

CITY OF LIBERTY LAKE

SHANE BRICKNER, MAYOR

Date

DONOR

Ross Schneidmiller

Date

Kelli Schneidmiller

Date

RESOLUTION

**CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 20-264**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON PROVIDING FOR THE
APPOINTMENT TO THE SPOKANE TRANSIT AUTHORITY BOARD PURSUANT TO CITY
OF LIBERTY LAKE RESOLUTION NO. 02-40.**

WHEREAS, the City of Liberty Lake desires representation on the Spokane Transit Authority Board of Directors in order to represent the interest of the citizens of Liberty Lake;

WHEREAS, the City has approved Resolution No. 02-40 which adopted and confirmed a schedule of representation between the cities of Airway Heights, Cheney, Liberty Lake, Millwood, and Medical Lake within the Public Transportation Benefit Area; and

WHEREAS, the City Council desires to appoint a representative to the Spokane Transit Authority Board; and

WHEREAS, should the appointed representative of the City of Liberty Lake not be available for the Spokane Transit Authority Board meeting(s), any Mayor available at that time from the cities identified herein shall be seated as the alternate for the City of Liberty Lake's representative for said meeting(s).

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

Council Member Mike Kennedy is hereby appointed as the City of Liberty Lake Representative to the Spokane Transit Authority Board for the term of January 1, 2020 through December 31, 2020. In the event Council Member Kennedy is unable to attend Spokane Transit Authority Board meetings or participate as needed, any Mayor available at that time from cities identified herein shall represent the City of Liberty Lake.

Adopted by the City Council of Liberty Lake, Washington this _____ day of January 2020.

Shane Brickner, Mayor

Attest:

Approved as to Form:

Ann Swenson, City Clerk

Sean P. Boutz, City Attorney

**CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 20-265**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON PROVIDING FOR
APPOINTMENTS TO THE SPOKANE REGIONAL TRANSPORTATION COUNCIL'S BOARD
OF DIRECTORS**

WHEREAS, the City of Liberty Lake desires representation on the Spokane Regional Transportation Council's (SRTC) Board of Directors in order to represent the interest of the citizens of Liberty Lake and;

WHEREAS, the City Council desires to appoint a representative and alternate to the SRTC Board of Directors; and

WHEREAS, it is noted that each jurisdiction providing representation on the SRTC Board of Directors has the right to modify their appointee to the SRTC Board at any time.

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

Mayor Shane Brickner is hereby appointed as the City of Liberty Lake Representative to the Spokane Regional Transportation Council's Board for the term of January 1, 2020 through December 31, 2021. Further, Council Member Dan Dunne is hereby appointed as an alternate City of Liberty Lake representative for the same term.

Adopted by the City Council of Liberty Lake, Washington this ____day of January, 2020.

Shane Brickner, Mayor

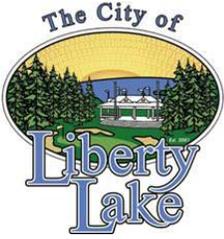
Attest:

Ann Swenson, City Clerk

Approved as to Form:

Sean P. Boutz, City Attorney

**FIRST READ
ORDINANCE**



AGENDA ITEM NO.: 14a

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Budget Amendment 264B

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:

Ordinance
Exhibits A & B

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	No
BUDGETED:	This is a Budget Amendment for appropriations

SUMMARY STATEMENT

This budget amendment is to reimburse all actual direct and indirect costs incurred by the Washington State Department of Transportation for the reviews/approvals for the Henry Rd design and the plans, specifications and engineering (PS&E) plus an annually adjusted administrative overhead percentage (currently 12.13%).

RECOMMENDED ACTION

1. Staff recommends suspending the rules for first read and adopt Ordinance 264B.

**ORDINANCE NO. 264B
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

AN ORDINANCE AMENDING ORDINANCE NO. 264 PASSED BY THE CITY COUNCIL ON DECEMBER 17, 2019, ENTITLED “AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, ADOPTING A BUDGET FOR THE PERIOD JANUARY 1, 2020, THROUGH DECEMBER 31, 2020, APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR ESTABLISHED POSITIONS”.

WHEREAS, state law provides for the adoption of a budget by the City Council of the City of Liberty Lake for the purpose of making appropriations of the total estimated revenues for each separate fund and the aggregate totals for all such funds combined;

WHEREAS, subsequent to the adoption of the annual budget, it has become necessary to make changes in certain appropriations;

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance 264 was passed by the City Council;

WHEREAS, the City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance 264;

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

Section 1. The following accounts contained in the 2020 Budget are hereby amended as set forth in Exhibit “A” which only includes the project known as Henry Road Overpass and Roadway Extension.

Section 2. The detail of the amendments is listed in Exhibit “B”.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effective (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 _____ day of _____ 2020.

Mayor, Shane Brickner

ATTEST:

Ann Swenson, City Clerk

APPROVED AS TO FORM:

City Attorney, Sean Boutz

City of Liberty Lake
 2020 Budget Amendment
 Exhibit A

AMENDMENT #2: Harvard Road Overpass and Roadway Extension

WSDOT I-90 Henry Rd. PS&E review (Agreement to Pay Fees for providing review/approval services) JG-6449 Group 03 included in 01/21/2020

FUND	Revenue and Other Sources			Expenditures			Ending Fund Balance	
	Original Budget	Adjustment	Proposed	Original Budget	Adjustment	Proposed	Original Budget	Proposed
001 GENERAL FUND	8,708,359	75,000	8,783,359	8,798,988	75,000	8,873,988	3,143,936	3,143,936

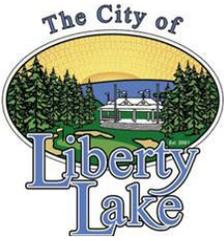
Exhibit B

AMENDMENT #2: Harvard Road Overpass and Roadway Extension

Proposed Budget Amendments for 2020

Line item detail of Budget Amendment

Line item detail of Budget Amendment		2020	2020	
Line Items affected	Account Title	ORIGINAL BUDGET	PROPOSED AMENDMENT	Description
GENERAL FUND				
<u>Revenue</u>				
337 00 00 00	LIFT Reimbursement	1,462,822	1,537,822	Eligible for LIFT Reimbursement
<u>Expenditures</u>				
513 10 41 00	Professional Services - Bridge	1,462,822	1,537,822	Increase for Project



AGENDA ITEM NO.: 14b
BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Ordinance Amending Engineering Design Standards
Regulating Public Rights-of-Way Activity In the City

FOR THE AGENDA OF: January 21, 2020

DEPT. OF ORIGIN: PEBS

EXHIBITS:
Ordinance XXX
Redline Version of Ordinance Amendments

DEPT. HEAD APPROVAL: Lisa D. Key

EXPENDITURE REQUIRED:	No
BUDGETED:	No

SUMMARY STATEMENT

In October of 2017, the City of Liberty Lake adopted requirements regarding right-of-way permitting within the City. The ROW permitting requirement is applicable not only to franchises, but also those utilities and entities that may not require a franchise agreement to use public rights-of-way within the City. While the City clearly identifies the obligations of franchisees to maintain the infrastructure and appurtenances located within the City right of way so as not to interfere with vehicular and pedestrian passage and City maintenance activities in their franchise agreements, the current section of the Engineering Design Standards does not explicitly address the issue of maintenance for those entities that are not party to a franchise agreement. This language makes the obligation for maintenance by those entities explicit.

RECOMMENDED ACTION

1. First read of the Ordinance Amending Section 6 of the Engineering Design Standards.
2. Allow public comment on proposed amendments.

**ORDINANCE NO. 241B
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, AMENDING
ORDINANCE 241A OF THE CITY OF LIBERTY LAKE REGULATING PUBLIC
RIGHTS OF WAY ACTIVITY WITHIN THE CITY OF LIBERTY LAKE**

WHEREAS, RCW 47.24.020 authorizes the City of Liberty Lake (“City”) to grant, permit and regulate activity within the public rights of way for the purpose of maintaining the surface of the roadway in a safe, consistent manner throughout the City, and

WHEREAS, the City adopted engineering design standards on June 20, 2017 as part of Ordinance No. 241; and

WHEREAS, on October 17, 2017, the City adopted Ordinance No. 241A, which establish a new Section 6 in the City’s Engineering Design Standards, detailing requirements for control of public rights of way in the City of Liberty Lake, and

WHEREAS, the City seeks to clarify the responsibility for the maintenance of infrastructure located within the City right of way for those utilities and entities that may not be required to obtain a franchise agreement to use the public rights of way within the City, and

WHEREAS, the City wishes to add additional requirements to the adopted engineering design standards related to the maintenance of infrastructure located within the City right of way.

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

Section 1. A new paragraph 15 shall be added to Section 6 within the City’s Engineering Design Standards, and is hereby adopted as follows:

15. **Obligation to Maintain.** Any person, company, entity, or utility owning, locating, constructing or installing any infrastructure or appurtenances within City rights-of-way or on City-owned property shall be obligated to maintain and repair said infrastructure in accordance with applicable safety standards, and so as not to interfere with the free and safe passage of pedestrian and or vehicle traffic, City maintenance and snow removal operation, or in violation of City codes, ordinances or public facility standards. Upon notice by the City of a failure to maintain said infrastructure or appurtenances in accordance with these requirements, it shall be the obligation of the owner to repair and restore said infrastructure. Methods and materials for such repair shall conform to adopted City standards. If the permittee fails to furnish the necessary labor and materials for such repairs, the City shall have the authority to cause said necessary labor and materials to be furnished by the City and the cost shall be charged against the owner. Such charge shall be immediately paid by the permittee and shall, if not paid on demand, be deemed a valid claim on the bond filed with the City.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance

Section 3. 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 _____ day of January, 2020.

MAYOR SHANE BRICKNER

ATTEST:

ANN SWENSON, City Clerk

APPROVED AS TO FORM:

SEAN P. BOUTZ, City Attorney

**PROPOSED AMENDMENTS TO
SECTION 6, CITY OF LIBERTY LAKE ENGINEERING DESIGN STANDARDS**

6.0 Right-of-Way Permit and Use Requirements

1. **Right-of-Way Permit Applicability.** Unless exempt from permit requirements, a right-of-way permit is required of any person, company, entity, or utility who performs construction work or otherwise engages in activity within existing City rights-of-way, or on City-owned infrastructure. A right-of-way permit authorizes a permittee to perform work or conduct activity in a right-of-way or easement.

Permits shall be required, at a minimum, for the following:

- A. Work involving excavation within the right-of-way, or
- B. Work involving the temporary storage of materials for use on private property; or
- C. Work involving any alteration of the public rights of way. Alteration of the public rights of way may include the following:
 - i. Cutting or placement of pavement, sidewalks, curbs or gutters,
 - ii. Excavation beyond the curbs on or in the roadside(s),
 - iii. Installation of new cables, wires, or conduits.

Permits shall not be required for repair of existing sprinkler/irrigation systems, provided, expansion of or installation of new irrigation systems within the public right of way shall require a permit.

Any exemption from the right of way permit requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Liberty Lake Municipal Code or any other laws, ordinances or standards of this jurisdiction, or the state of Washington.

2. **Expiration.** Right-of-way permits issued between April 1st and September 30th are valid for thirty (30) days from the date of issuance with an available extension up to thirty (30) days in the sole discretion of the City Engineer, or his/her designee. Any such extension request, shall be made in writing to the City Engineer. Right-of-way permits issued between October 1st and March 31st shall be valid until the following April 30th.
3. **Emergency Repairs.** In the case of an emergency repair, a private or public utility may commence work prior to obtaining a permit, provided the person responsible for the work obtains a construction permit within forty-eight (48) hours after work is commenced or on the first City business day following said elapsed forty-eight (48) hour period.
4. **Right-of-Way Permit – Application.** No right-of-way permit shall be issued unless a written application is submitted and approved by the City. The application shall, at a minimum, contain the following:

- A. Construction plans or drawings approved by the City, if required, including identification of all contractors and subcontractors that may provide services in the right-of-way;
- B. A traffic control plan, if the work impacts the traveling public in any way;
- C. The period of time during which the right-of-way will be obstructed;
- D. Written proof of all contractor and subcontractor state licensing and insurance requirements, including submission of the necessary documents satisfying such requirements prior to commencement of work in the right-of-way; and
- E. Any other requirements as deemed necessary by the City to ensure that the applicant has adequately addressed issues of constructability and public safety.

Depending upon the nature and extent of the construction activity or work, the City may require:

- F. Engineering, restoration and drainage plans prepared by a state of Washington licensed engineer at the applicant's sole cost and expense; and
- G. Payment and performance bonds meeting the City's standards for public works construction at the applicant's sole cost and expense.

At the discretion of the City, a multiple-use permit may be available for licensed and bonded businesses and public utilities. The multiple-use permit shall expire at the end of each City fiscal year.

- 5. **Right-of-Way Permit Fees.** Permit fees shall be assessed in accordance with the currently adopted City of Liberty Lake Fee Schedule.
- 6. **Notice Required.** The applicant shall give to the City notice not less than two (2) working days before any work or activity is commenced and shall notify the City upon completion of the same. If a traffic control plan is required to be submitted with the application, the applicant shall give the City not less than three (3) working days' notice. In the event of an unexpected repair or emergency, work may be commenced as required under the circumstances. Unexpected repairs and emergency work shall comply with all other requirements of this Section.
- 7. **Construction Standards.** All work within the City right-of-way shall be in accordance with adopted City standards in effect at the time of the application for the permit. These include but are not limited to current versions of the City of Liberty Lake Engineering Design; the Spokane Regional Stormwater Manual; the Manual on Uniform Traffic Control Devices (MUTCD); Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction; and applicable standards of the American Public Works Association (APWA).
- 8. **Maintaining Access.** In the event it is necessary for the permittee to excavate the entire width of the street, no more than half of the street shall be opened for construction and closed to traffic at one time. Such portion of the work shall be backfilled and completed before the remaining portion of the street may be excavated. If it is impossible, infeasible or unsafe to permit the work while maintaining an open lane for traffic, the City may, with the concurrence of the chief of police and fire chief, permit the street to

be blocked for a short period of time where suitable detours can be provided and the public will not be unnecessarily inconvenienced. The permittee shall furnish facilities, such as bridges or other suitable means, or clearly identify appropriate detours, to allow the flow of traffic without unnecessary congestion and at permittee's sole cost and expense.

9. **Traffic Control.** Any person or company that performs construction work or otherwise engages in activity within the existing City rights-of-way, or on City-owned infrastructure, is responsible for all traffic control and assumes the responsibility to maintain appropriate signage, signals and barricades that protect the public safety, in accordance with the most current version of the MUTCD adopted by the State of Washington. The person or company shall provide for the safe operation of all equipment, vehicles and persons within the right-of-way and any costs associated therewith.
10. **Damage to Existing Infrastructure.** All damage to existing public or private infrastructure and/or property during the progress of the construction work or activity shall be repaired by the permittee. Methods and materials for such repair shall conform to adopted City standards. If the permittee fails to furnish the necessary labor and materials for such repairs, the City shall have the authority to cause said necessary labor and materials to be furnished by the City and the cost shall be charged against the permittee. Such charge shall be immediately paid by the permittee and shall, if not paid on demand, be deemed a valid claim on the bond filed with the City.
11. **City's Right to Restore Right-of-Way and Easements.** If the permittee fails to restore any City right-of-way or easement to its original and proper condition upon the expiration of the time fixed by such permit or shall otherwise fail to complete the right-of-way construction work covered by such permit or if the work of the permittee is defective and the defect is discovered within one year from the completion of the right-of-way construction work, the City or designee shall have the right to do all work and things necessary to restore the right-of-way and/or easement and to complete the right-of-way construction work.
12. **Restoration and Completion.** The permittee shall be liable for all costs and expenses of restoration or completion. The City shall have a cause of action for all fees, expenses and amounts paid for such work. Following demand, the City may enforce its rights pursuant to this section. No additional permits shall be granted until the invoice for City-performed work has been paid.
13. **Insurance – Evidence.** The permittee, prior to the commencement of construction hereunder, shall furnish the City satisfactory evidence in writing that the permittee has in force, during the performance of the construction work or activity, commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate duly issued by an insurance company authorized to do business in Washington. In addition, the policy shall name the City as an additional named insured. The City may reduce the insurance limits if good cause exists.

14. **Indemnification and Hold Harmless.** The permittee shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of the permit issued under this section except as may be caused by the negligence or willful conduct on the part of the City.

15. **Obligation to Maintain.** Any person, company, entity, or utility owning, locating, constructing or installing any infrastructure or appurtenances within City rights-of-way or on City-owned property shall be obligated to maintain and repair said infrastructure in accordance with applicable safety standards, and so as not to interfere with the free and safe passage of pedestrian and or vehicle traffic, City maintenance and snow removal operation, or in violation of City codes, ordinances or public facility standards. Upon notice by the City of a failure to maintain said infrastructure or appurtenances in accordance with these requirements, it shall be the obligation of the owner to repair and restore said infrastructure. Methods and materials for such repair shall conform to adopted City standards. If the permittee fails to furnish the necessary labor and materials for such repairs, the City shall have the authority to cause said necessary labor and materials to be furnished by the City and the cost shall be charged against the owner. Such charge shall be immediately paid by the permittee and shall, if not paid on demand, be deemed a valid claim on the bond filed with the City.

15.16. **Rules and Policy.** To implement the right-of-way permit and provide for the public health and safety, the City, under the supervision of the City Administrator, or his/her designee, may develop and adopt rules, policies and forms consistent with this section. All adopted rules, policies and forms shall be filed with the City Clerk.

16.17. **Violations – Penalties.** Any person violating the provisions of this Section shall be subject to all enforcement actions and penalties, including those set forth in Title 1, Chapter 4, of the Liberty Lake Municipal Code.

17.18. **Liability.** The express intent of the City of Liberty Lake is that the responsibility for compliance with the provisions of this chapter shall rest with the permit applicant and their agents. This chapter and its provisions are adopted with the express intent to protect the health, safety, and welfare of the general public and are not intended to protect any particular class of individuals or organizations.