

**CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 4, 2020  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

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

- Finance
- Library
- Public Safety

**REGULAR SESSION – 7:00 p.m.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. SPECIAL PRESENTATION – Liberty Lake Police Life-Saving Awards**
- 7. CITIZEN COMMENTS**
- 8. REPORTS**
  - City Board & Commission Reports
  - Liberty Lake Sewer & Water District and Other Public Agency Reports
- 9. MAYOR AND CITY COUNCIL REPORTS**
- 10. CITY ADMINISTRATOR REPORT**
  - AWC update
  - Update on video recording council meetings
- 11. WORKSHOP**
  - Ordinance No. 71; Use of City Logo – Council Member Kaminskas

**12. ACTION ITEMS**

**A. Consent Agenda**

- i. Approve January 14, 2020 and January 21, 2020 City Council Minutes
- ii. Approve December 31, 2019 vouchers in the amount of \$45,430.59 and February 4, 2020 vouchers in the amount of \$347,780.54

**B. General Business**

- i. Select Mayor Pro Tem
- ii. Approve Memorandum of Understanding between the City, Central Valley School District, & Spokane Valley Fire District for lobbying services
- iii. Authorize Mayor or designee to sign a lease from Design Space Modular for a mobile office trailer for the Public Works Yard in the amount of \$7,530.44
- iv. Approve the purchase of a Ford F250 for Operations and Maintenance in the amount of \$38,376.85
- v. 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
- vi. Authorize the Mayor or City Administrator to sign the Parametrix Task Order in the amount of \$39,105 for the design work and construction estimates for five rapid rectangular flashing beacons
- vii. Approve Task Order with Parametrix for Public Works Yard Frontage design in the amount of \$48,767
- viii. Confirm Mayor Brickner's Liberty Lake Planning Commission appointments

**13. RESOLUTION**

Resolution No. 20-266 – Approving the Hawkstone 2<sup>nd</sup> Addition Final Plat

**14. SECOND READ ORDINANCE**

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. ADJOURNMENT**

**WORKSHOP  
DISCUSSION  
MATERIAL**

**ORDINANCE NO. 71  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY,  
WASHINGTON ADOPTING A CITY LOGO AND PROTECTING ITS USE.**

WHEREAS, the City of Liberty Lake held a Logo contest receiving numerous submittals;

WHEREAS, the City Council selected two logos which were displayed at Pavillion Park on story boards and cakes for the purpose of allowing the public to vote on the logo of their choice;

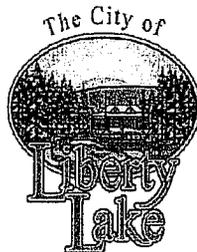
WHEREAS, the selected logo design incorporates concepts from the above submittals including lettering from one design, the display of Pavillion Park from another and the remainder of the design from a third submittal; and

WHEREAS, the selected logo represents attractive and identifiable features of the City of Liberty Lake as determined by the City Council and the citizens.

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

**Section 1.** Findings. The City Council finds that the Logo of the City adopted in Section 2 is a symbol of identification for the City and a measurable asset reflecting features and characteristics of the City. Recognizing the value and notoriety of the logo, the Council desires to insure that only appropriate uses are made of the City Logo.

**Section 2.** Logo Adoption. The City adopts the symbol depicted below as its City Logo.



**Section 3.** Purpose of Logo. The City Logo shall be displayed and used only for official purposes of the City, or as otherwise authorized by the Mayor.

**Section 4.** Unauthorized Use of the City Logo. Except as authorized by the Mayor, the City Logo shall not be used on or in connection with any advertising or promotion for any product, business, organization or service whether offered for profit or non-profit. No person shall use a symbol that imitates the City Logo or that is deceptively similar in appearance to the City Logo. The City Logo may be used for illustrative purposes by the news media if the reproduction is incidental to the publication, communication or broadcast.

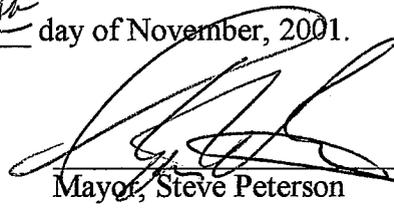
**Section 5. Penalty for Violation.** Any person who willfully violates this ordinance is guilty of a misdemeanor and subject to punishment as set forth in the City's general penalty ordinance (Number 31). The City's right to prosecute under this Section shall not affect its right to pursue civil or injunctive relief under federal or state laws.

**Section 6. 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.

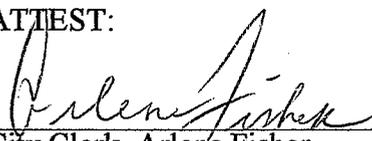
**Section 7. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 8. Trademark.** The Logo shall be the subject of a trademark or copyright to further prevent unauthorized use.

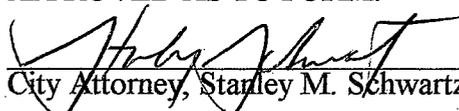
PASSED by the City Council this 20<sup>th</sup> day of November, 2001.

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

ATTEST:

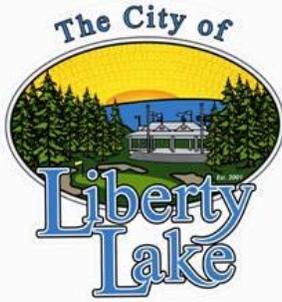
  
\_\_\_\_\_  
City Clerk, Arlene Fisher

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, Stanley M. Schwartz

Date of Publication: 12-6-01  
Effective Date: 12/11/01

# **ACTION ITEMS**



**SPECIAL CITY COUNCIL MEETING  
TUESDAY, JANUARY 14, 2020  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

**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

Council Member Kaminskas

Council Member Kennedy

Council Member Kurtz

Council Member Langford

Council Member Severs

Katy Allen, City Administrator

Ann Swenson, City Clerk

Brian Asmus, Chief of Police

Lisa Key, Director of Planning &  
Engineering

Scott Bernhard, City Engineer

Jocelyn Redel, Liberty Lake Municipal  
Library Director

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

**WORKSHOP DISCUSSION – Trailhead Golf Course Master Plan**

City Engineer, Scott Bernhard, opened the discussion on the Trailhead Golf Course Master Plan. He said four different options will be presented this evening, with each option having two parts, and the two parts having multiple pieces. He then introduced Doug Fredrikson, clubhouse architect, from Douglas Fredrikson Architects Inc. and Kevin Atchison, landscape architect, from Staples Golf Resource Group, LLC.

Mr. Fredrickson reviewed the objective for this evening, which was to present conceptual designs to start dialogue towards an end result. He reviewed the process of the design team and the gathering of information and identified design parameters. He and Mr. Atchison then went on to present four options for evaluation.

Option 1 at \$1,500,000 focuses on the existing clubhouse. This requires an analysis of hazardous materials and mold, creation of as-built drawings since no plans exist, and a survey for site work, grading and drainage. It would also bring the existing building up to code; repair and/or replace infrastructure, systems and exterior skin; renovate the interior; provide for minimal work on the golf course, range or amenities; and provide additional parking and lighting.

Option 2 at \$3,500,000 focuses on expanding the existing clubhouse, which includes everything included in Option 1, plus expanding the golf shop.

Option 2A at \$6,000,000 focuses on a new clubhouse at the same location. This would require a survey for site work, grading and drainage. It would replace the clubhouse with work that could be done in phases relative to the budget and would retain the existing driving range.

Option 3 at \$6,000,000 focuses on a new clubhouse at a new location. This would require a survey for site work, grading and drainage. It would replace the clubhouse with work that could be done in phases relative to the budget, allowing the existing clubhouse to operate during construction, and provide additional parking and lighting.

Each option presented included various amenities at differing costs. Some amenities included: adding event and multipurpose space; creating trail connections; adding a kid's course, putting, mini golf and golf technology; and creating a community-focused asset and destination.

At the conclusion of the presentation, at 8:27 p.m., Mayor Brickner called for a two-minute recess. The meeting reconvened at 8:29 p.m.

Mayor Brickner then opened the floor to receive comments around the dais from each of the councilmembers.

At 8:58 p.m. Council Member Kennedy moved to extend the meeting until 10:00 p.m. Council Member Kaminskis seconded the motion, which carried unanimously. After debate and discussion amongst the mayor and council, it was determined another workshop is needed to discuss finance options.

## **CITIZEN COMMENTS**

Sue Hamblet, Liberty Lake resident: spoke in opposition of piecemealing the building and amenities. She said, "we've got to think about the big picture, and we've got think in terms of what is going to generate the most amount of money for the least amount of money".

Stacy Sitton: Liberty Lake resident: said she has been a resident nine years, is a chemical engineer who has worked here for eight years, and is a competitive disc golfer. She advocated for having a disc golf course incorporated within the golf course.

Brad Hamblet, Liberty Lake resident: spoke as a member of the working committee. He gave special thanks to the gentlemen who gave the presentation this evening. He queried the council as to where they sit with the options presented in terms of moving forward. He said he also recognized and knows full well that there are many unresolved projects because of I-976.

Mayor Brickner asked the council to review the slide deck for further discussions. Staff asked for guidance as to the next steps. It was determined THK, which falls under the umbrella of Staples Golf, will work up a business plan to provide financial information for return on investment, debt service, and operation and maintenance costs for the options presented. THK will break down dollar segments, focusing primarily on a new building.

## **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:59 p.m.

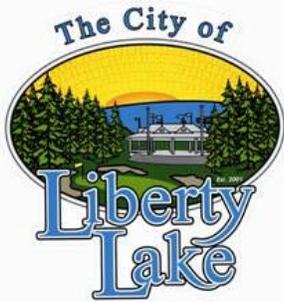
These minutes were approved February 4, 2020.

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Shane Brickner, Mayor  
City of Liberty Lake

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*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 COUNCIL MEETING  
TUESDAY, JANUARY 21, 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 Langford, Dunne, Folyer, Kaminskis, Kurtz, and Kennedy. Also present were the City Administrator, Streets Lead, Director of Planning and Engineering, and City Clerk.

On behalf of the Operations and Maintenance Department, the Streets Lead gave a PowerPoint presentation.

The Director of Planning and Engineering then gave an oral report on upcoming city council agenda items, development project highlights, and engineering and capital improvements.

The committee workshop adjourned at 6:47 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  
Council Member Kaminskis  
Council Member Kennedy  
Council Member Kurtz  
Council Member Langford  
Council Member Severs (absent)

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

Council Member Kaminskis moved to excuse Council Members Severs due to illness. Council Member Dunne seconded the motion, which carried unanimously.

**AGENDA APPROVAL:** Council Member Kaminskas moved to amend the agenda, moving Action Item 12Bi, selection of Mayor Pro Tem, to follow Item 5, Agenda Approval and moving General Business Item 12v, authorizing the Mayor to sign the Agreement with the Washington Department of Transportation (WSDOT) to pay review fees in the amount up to \$75,000 to follow Item 14a, Ordinance No. 264B, amending the city's 2020 budget. Councilman Kennedy seconded the motion, which carried unanimously.

### **Selection of Mayor Pro Tem:**

The City Administrator read the procedure for the selection of the Mayor Pro Tem position. Attorney Boutz then read into the record an email from Council Member Severs, who was not in attendance this evening.

Mayor Brickner then opened the floor to receive nominations.

Council Member Langford nominated Councilman Kennedy, seconded by Councilman Folyer.

Councilman Dunne nominated Council Member Kaminskas, seconded by Council Member Kurtz.

There were no additional nominations. Mayor Brickner then called for the vote on the first nomination. Council Members Langford, Folyer, and Kennedy voted in favor.

Mayor Brickner then called for the vote on the second nomination. Council Members Dunne, Kurtz, and Kaminskas voted in favor.

Since the nominations resulted in a tie, a revote was taken.

Council Members Langford, Folyer, and Kennedy voted in favor of the nomination for Councilman Kennedy.

Council Members Dunne, Kurtz, and Kaminskas voted in favor of the nomination for Council Member Kaminskas.

Mayor Brickner moved to postpone the selection of Mayor Pro Tem until all council members could be present for the vote. This will be presented at the February 4<sup>th</sup> City Council meeting.

### **CITIZEN COMMENTS**

Anita Eylar, Liberty Lake resident: spoke about the Trailhead Master Plan presentation at last week's special city council meeting. She outlined ways to reduce overall costs for the improvement project. She proposed that an appraisal of the front corner acreage and the current square foot rate for Liberty Lake retail space should be included in the

consultant's report back to council. She suggested management of the proposed commercial retail spaces should be identified as they were not included in the discussions. Additionally, she proposed the cost-savings for reduction in range nets could be applied toward the project cost.

Tom Sahlberg, Liberty Lake resident: commented on Trailhead Master Plan as well. He appreciated the opportunities for community input. He spoke in favor of the community-friendly emphasis as opposed to golf only. He suggested "somewhere in the middle" of the options presented is where the community is. He warned against pushing a particular agenda. He suggested a rebuilt option, taking elements of the four presented, could also be considered. Mr. Sahlberg also mentioned that over 400 people responded to the recent library's needs assessment, which exceeded those who participated in the Trailhead project. He also talked about financial restrictions from I-976 and suggested looking at all the options and variations before making decisions.

## **SPECIAL PRESENTATION**

Mayor Brickner then presented certificates of appreciation to outgoing Parks and Arts Commission member, Bridgett Harris, outgoing Planning Commission members Phil Folyer and Tom Sahlberg.

## **REPORTS**

Liberty Lake Sewer and Water District Commissioner Kottayam Natarajan touched on a letter from their General Manager, BiJay Adams, regarding the recent contaminated water issue. He personally apologized for the disruption and outlined the three possible causes of the e-coli contamination. He also advocated for people to sign up for Alert Spokane and talked about the increase in rates and charges for cost recovery efforts.

Planning Commission Chairman, Richard Siler gave a Planning Commission update. He reported on their work on the city's landscape code. He invited joint meetings between the council and the commission.

Laina Schultz, Parks and Arts Commissioner addressed the Pavillion Park mural donation agreement on the council's agenda and the continuation of the Symphony Agreement with Friends of Pavillion Park. She reported on the commission's current work on a second story walk, targeting Orchard Park this spring.

Jocelyn Redel reported on behalf of the Liberty Lake Municipal Library. The board has reviewed and revised the library policies. She said they are starting to look at their strategic plan and creating a work plan in the areas of community engagement and awareness as well as access to resources.

## **MAYOR AND CITY COUNCIL REPORTS**

Councilman Dunne reported on his attendance at a conference call with Avista related to electrical vehicle apparatus. The utility completed a pilot study for the implementation of charge units.

Councilman Kaminskas reported on her and Councilman Kennedy's attendance at the ribbon cutting ceremony for Liberty Lake Coworking.

Councilman Kennedy spoke about how the council advances on presentations. He said wants to revisit getting rid of Option 1 as presented at the council's special meeting on the Trailhead Golf Course's Master Plan. He recommended voting on options rather than doing a disservice to the Mayor and City Staff to give direction on options that have not been fully vetted through.

Mayor Brickner read a letter he received from the City of Hayden regarding the City of Liberty Lake's tribute car. The City of Hayden has requested the City of Liberty Lake's Police Ambassador, John Bujosa, attend their 2020 parades with the memorial tribute car.

## **CITY ADMINISTRATOR REPORT**

The City Administrator proposed a City Council retreat for either March 29<sup>th</sup> or April 19<sup>th</sup> to discuss strategic planning, city facilities, and city policies. After brief discussion, the council decided the April 19<sup>th</sup> date would be scheduled for the retreat from 2:00-6:00 p.m. She reported on SB5899 and the request to use the City's logo to support the legislation. After additional information was presented by Collin Tracy, the Strategic Initiatives Manager from Greater Spokane Valley Chamber of Commerce, Councilman Dunne moved to allow the Chamber to use the City's logo in support of the legislation. Council Member Kaminskas seconded the motion, which carried unanimously.

The City Administrator reminded council members that there are forms required for overnight travel and asked that council coordinate out of town travel arrangements with the City Clerk.

She asked if there was any interest in council participation as a board member for the Valley Chamber of Commerce. After brief discussion by the council, it was decided Mayor Brickner would serve on the board. Councilman Dunne then moved to appoint Councilman Kennedy as an alternate. Council Member Kaminskas seconded the motion. After further discussion, Councilman Dunne amended his original motion to include Mayor Brickner to serve as the City's representative on the Spokane Valley Chamber of Commerce's board, with Councilman Kennedy to serve as alternate. Mayor called for the vote on the motion as amended. Motion carried unanimously.

The City Administrator then gave updates on the Harvard and Henry Road projects. She inquired whether the city wanted to retain the services of a lobbyist for the short

legislative session. The city would enter into a Memorandum of Understanding for lobbyist services with the Central Valley School District and the Spokane Valley Fire District. After brief discussion, Councilman Kennedy moved to approve the agreement for lobbyist services. Councilman Dunne seconded the motion, which carried unanimously.

The City Administrator turned the floor over to the Liberty Lake Municipal Library Director, who spoke about a recent article that was published in the Spokesman Review. The City Administrator resumed the floor and concluded her report with upcoming dates to remember.

## **WORKSHOP DISCUSSIONS**

Council Member Kaminskas led the discussion on the review of the City Council's procedures. She gave a PowerPoint presentation the City Council's Rules of Procedure. Much of the presentation information was taken from professional Registered Parliamentarian, Ann Macfarlane. She gave a brief quiz about procedure, touched on guidelines for public comment, and addressed interactions with city staff.

She opened the floor to provide proposed revisions and seek council input. After debate and discussion about updates to the rules of procedure, it was determined a future workshop will be scheduled to review an updated draft resolution that incorporates the suggested revisions.

## **ACTION ITEMS**

### **Consent Agenda**

Council Member Kaminskas moved to approve action item 12Ai & 12 Aii. Council Member Langford seconded the motion, which carried unanimously. Item 12Ai was for approval of the January 7, 2020 City Council Minutes. Item 12Aii was to approve the 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 the January 21, 2020 vouchers in the amount of \$34,335.40. Council Member Langford seconded the motion. After brief discussion, motion carried unanimously.

December 31, 2019 A/P check numbers were 29458 through 29485, totaling \$110,592.64. Payroll check numbers were 29370 through 29376, totaling \$7,882.45; and EFTs, totaling \$364,670.57. January 21, 2020 A/P check numbers were 29486 through 29522, totaling \$29,553.42 and EFTs totaling \$4,781.98.

### **General Business**

Council Member Kaminskas moved to authorize the Mayor to sign the Agreement with The Splash / Wick Enterprises. Council Member Folyer seconded the motion, which carried unanimously.

Council Member Kaminskas moved to approve the Spokane Symphony Agreement with Friends of Pavillion Park in the amount of \$15,000 and authorize the Mayor to enter into the Agreement. Council Member Dunne seconded the motion, which carried unanimously.

Council Member Kaminskas moved to authorize the purchase of the 2020 Washington Digital Library Consortium & Washington Anytime Library Services in the amount of \$7,415.61. Council Member Langford seconded the motion, which carried unanimously.

Council Member Kaminskas moved to approve the Right-of-Way Dedication Agreement for Indiana Avenue, and authorize the Mayor to execute the right-of-way dedication agreement. Council Member Langford seconded the motion, which carried unanimously.

Council Member Kaminskas moved to 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. Council Member Langford seconded the motion. After brief discussion questioning the omittance of Geotech evaluation, design of guardrail and stormwater design, Council Member Kaminskas moved to table this item and bring it back for consideration at the next meeting. Council Member Dunne seconded the motion, which carried unanimously.

Council Member Kaminskas moved to approve the Pavillion Park Mural Donation Agreement to accept a donation of \$6,250 from Ross and Kelli J. Schneidmiller and authorize the Mayor to sign the Donation Agreement. Council Member Langford seconded the motion, which carried unanimously.

## **RESOLUTION**

The City Clerk read, by title only, 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. Council Member Kaminskas moved to adopt Resolution No. 20-264, seconded by Council Member Dunne. After brief discussion about encouraging participation by any councilmember to participate on regional boards, motion carried unanimously.

The City Clerk read, by title only, 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. Council Member Kaminskas moved to adopt Resolution No. 20-265, seconded by Council Member Dunne. Motion carried unanimously.

## **FIRST READ ORDINANCE**

The City Clerk read, by title only, Ordinance No. 264B, 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 Kaminskas seconded the motion, which carried 5-1, Council Member Langford opposed.

## **SECOND READ ORDINANCE**

The City Clerk read, by title only, Ordinance No. 264B, 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 Kaminskas moved to adopt Ordinance No. 264B, seconded by Council Member Kennedy. After brief council discussion about the funding source for the amendment, Mayor Brickner invited citizen comments. No comments were received. He then called for the vote. Motion carried unanimously.

## **ACTION ITEMS**

### **General Business**

Council Member Kaminskas moved to authorize the Mayor to sign the Agreement with the Washington State Department of Transportation (WSDOT) to pay review fees in the amount of up to \$75,000. Council Member Folyer seconded the motion, which carried unanimously.

## **FIRST READ ORDINANCE**

The City Clerk read, by title only, Ordinance No. 241B, amending Ordinance No. 241A-, of the City of Liberty Lake Regulating Public Rights of Way Activity Within the City of Liberty Lake.

## **INTRODUCTION OF UPCOMING AGENDA ITEMS**

The City Administrator reviewed the upcoming agenda items for the February 4<sup>th</sup> City Council meeting.

## **CITIZEN COMMENTS**

Kottayam Natarajan: spoke about Ordinance No. 241B. He said at the end of the day it is all the same people paying. He suggested that as the council thinks about how to work through the transportation projects, it should be the most efficient and cost effective to deal with the issue.

## **EXECUTIVE SESSION**

At 9:18 Mayor Brickner called adjournment into Executive Session as per RCW 42.30.110(i) for 15 minutes to discuss potential litigation.

## **ADJOURNMENT**

Mayor Brickner called the regular meeting back to order at 9:33 p.m. There being no further business, the meeting adjourned at 9:33 p.m.

These minutes were approved February 4, 2020.

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Shane Brickner, Mayor  
City of Liberty Lake

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*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 February 4, 2020  
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through February 4, 2020

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
<b>See attached check register.</b>		
Total vouchers through December 31, 2019		\$ 45,430.59
Total vouchers through February 4, 2020		\$ 347,780.54
	<b>TOTAL</b>	<b><u><u>\$393,211.13</u></u></b>

RECOMMENDATION: Approve and Authorize for Payment

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

SIGNATURES:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Council Member

# CHECK REGISTER

CITY OF LIBERTY LAKE  
MCAG #: 2757

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

Time: 08:03:29 Date: 01/24/2020  
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5345	12/31/2019	Claims	3	EFT	BEST BUY BUSINESS ADVANTAGE ACCOUNT	27.21	DISPLAYPORT TO HDMI
			001 - 572 10 31 00 - Library Supplies			27.21	
5346	12/31/2019	Claims	3	EFT	BTAC ACQUISITION CORP	3,086.18	BOOKS
			001 - 572 20 34 06 - Library Books & Other Materi			3,086.18	
5347	12/31/2019	Claims	3	EFT	CINTAS CORPORATION NO 3	190.60	MAT SVC 12/9/19,12/16/19,12/23/19,12/30/19
			420 - 576 61 41 03 - Facilities - Professional Service			190.60	
5348	12/31/2019	Claims	3	EFT	CITY SERVICE VALCON-CREDIT CARD	1,075.52	FUEL DEC '19
			110 - 542 66 32 00 - Snow And Ice Control Fuel			843.90	
			110 - 542 90 32 00 - Maint Admin & Overhead Fuel			231.62	
5349	12/31/2019	Claims	3	EFT	HOME DEPOT CREDIT SERVICES	2,353.54	MATERIALS
			001 - 518 30 31 00 - Centralized Services Supplies			3.56	LLML XMAS LIGHT ADAPTER
			001 - 518 30 31 00 - Centralized Services Supplies			186.56	JANITORIAL SUPPLIES
			001 - 518 30 31 00 - Centralized Services Supplies			91.35	LITTLE HOUSE EXTENSION,COMPUTER CORDS
			001 - 518 30 31 00 - Centralized Services Supplies			37.85	CH CHRISTMAS LIGHTS
			001 - 518 30 31 00 - Centralized Services Supplies			8.04	LLML OUTLET COVERS
			001 - 518 30 31 00 - Centralized Services Supplies			45.15	SHOP SHELVING MATERIALS
			001 - 518 30 31 00 - Centralized Services Supplies			22.05	DRYWALL SUPPLIES
			001 - 518 30 31 00 - Centralized Services Supplies			37.00	TOILET AUGER
			001 - 518 30 31 00 - Centralized Services Supplies			35.87	CH NAILS,HOOKS
			001 - 518 30 31 00 - Centralized Services Supplies			42.09	CH VAULT RM STORAGE
			001 - 518 30 31 00 - Centralized Services Supplies			59.87	LLML LADDER
			001 - 518 30 31 00 - Centralized Services Supplies			28.62	LLML LT BALLAST REPLACEMENT
			001 - 518 30 31 00 - Centralized Services Supplies			49.11	CH WOMENS RR SINK REPLACEMENT CARTRIDGE
			110 - 542 30 31 00 - Roadway Supplies			258.91	COLD MIX
			110 - 542 30 31 00 - Roadway Supplies			24.47	
			110 - 542 70 31 01 - Roadside Supplies			16.29	M/M FLAGPOLE
			110 - 542 90 31 00 - Maint Admin & Overhead Supj			41.96	
			110 - 542 90 31 00 - Maint Admin & Overhead Supj			24.40	SHOP SUPPLIES
			001 - 571 00 31 04 - Special Events Supplies			21.71	SATURDAY W/SANTA
			420 - 576 61 31 03 - Maintenance Supplies			7.50	SHOP SUPPLIES
			420 - 576 61 31 03 - Maintenance Supplies			49.09	FENCE POST MIX
			420 - 576 61 31 04 - Facilities Supplies			19.99	CAULK/SILICONE
			420 - 576 61 31 04 - Facilities Supplies			75.01	DRAIN CLEANER,FURNACE FILTER
			420 - 576 61 31 04 - Facilities Supplies			45.67	CART BARN LT REPLACEMENT
			420 - 576 65 31 01 - Maintenance Of Golf Course			56.63	SPRAY PAINT
			420 - 576 65 31 01 - Maintenance Of Golf Course			15.16	SPOT LIGHTS
			420 - 576 65 31 01 - Maintenance Of Golf Course			47.89	WEED BARRIER
			420 - 576 65 31 01 - Maintenance Of Golf Course			59.69	MARKING,CAUTION TAPE
			420 - 576 65 31 01 - Maintenance Of Golf Course			16.89	SHOP SUPPLIES
			001 - 576 80 31 01 - Parks Supplies			24.40	SHOP SUPPLIES
			001 - 576 80 31 15 - Ballfields Supplies			20.00	HAND TOOLS
			001 - 576 80 31 15 - Ballfields Supplies			64.76	MEASURING WHEEL
			001 - 576 80 31 25 - Pavillion Park Supplies			27.14	BULBS/CLEANERS
			001 - 576 80 31 25 - Pavillion Park Supplies			9.77	BULB REPLACEMENT
			001 - 576 80 31 45 - Orchard Park Supplies			27.44	SHELVING LUMBER
			001 - 576 80 31 45 - Orchard Park Supplies			27.54	CLEANING SUPPLIES
			001 - 576 80 31 45 - Orchard Park Supplies			41.35	DEADBOLT LOCK
			001 - 576 80 31 45 - Orchard Park Supplies			129.59	MAINTENANCE SHED LOCK

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			001 - 576 80 31 45		- Orchard Park Supplies	112.27	SECURITY CAMERA SUPPLIES
			001 - 576 80 31 65		- Centennial Trail Supplies	7.60	RR SUPPLIES
			311 - 594 18 60 01		- Capital Expenditures/Expenses	316.01	PW YARD ELECTRICAL
			001 - 594 76 63 12		- Orchard Park-Other Improvem	117.29	SHELVING MATERIAL
<b>5350</b>	<b>12/31/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>LIBERTY LAKE SEWER AND WATER DISTRICT</b>	<b>1,541.79</b>	<b>UTILITIES DEC '19</b>
			001 - 518 30 47 00		- Central Services-Utility Service	374.75	CITY HALL
			001 - 518 30 47 00		- Central Services-Utility Service	41.52	CITY HALL IRR
			001 - 521 50 47 00		- Law Enforcement - Utility Serv	103.43	LLPD/LLML BLDG
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	55.36	HARVARD RD IRR
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	MISSION&MOLTER IRR
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	VISTAS IRR #7
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	VISTAS IRR #5
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	VISTAS IRR #3
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	VISTAS IRR #4
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	MOLTER CV IRR
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	41.52	WOODBROOK TR B
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	41.52	VISTAS 4 TR C
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	LIBERTY LAKE ROAD
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	55.36	MISSION/MOLTER ROUNDABOUT
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	COUNTRY VISTA DR IRR
			410 - 542 30 47 00		- Roadway - Utilities-Elec/Gas,V	13.84	MISSION&SIGNAL IRR
			110 - 542 30 47 01		- Roadway - Utility Services	41.52	APPLEWAY IRR (B)
			001 - 572 50 47 00		- Library Building Utilities-Elec/	46.47	LLPD/LLML BLDG
			420 - 576 61 47 00		- Golf Utilities-Elec/Gas,Wtr/Sw	149.90	TRAILHEAD GOLF COURSE
			001 - 576 80 47 15		- Ballfields Utilities-Elec/Gas,W	74.95	BALLFIELDS DRINKING FOUNTAIN/RESTROOMS
			001 - 576 80 47 25		- Pavillion Park Utilities-Elec/Gr	74.95	PAVILLION PARK RESTROOM/SPLASH PAD
			001 - 576 80 47 35		- Town Square Utilities-Elec/Gas	74.95	TOWN SQ PARK
			001 - 576 80 47 35		- Town Square Utilities-Elec/Gas	55.36	TOWN SQ PARK IRR
			001 - 576 80 47 55		- Rocky Hill Park Utilities-Elec/	74.95	ROCKY HILL PARK RESTROOMS
			001 - 576 80 47 55		- Rocky Hill Park Utilities-Elec/	55.36	ROCKY HILL PARK IRR
			001 - 576 80 47 55		- Rocky Hill Park Utilities-Elec/	55.36	ROCKY HILL PARK WINROCK&MISSION IRR
<b>5351</b>	<b>12/31/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>LOWES</b>	<b>182.05</b>	<b>MATERIALS</b>
			001 - 576 80 31 45		- Orchard Park Supplies	182.05	
<b>5352</b>	<b>12/31/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>MASTERCARD</b>	<b>1,268.45</b>	<b>MATERIALS</b>
			001 - 513 10 31 00		- Executive Supplies	100.00	GIFT CARD VOLUNTEER SANTA DAVID BROWN
			001 - 513 10 31 00		- Executive Supplies	18.98	COFFEE W/THE MAYOR
			001 - 513 10 43 00		- Executive Travel-Lodging,Mea	117.60	MAYOR BRICKNER PLANE AWC CITY ACTION DAYS
			001 - 513 10 43 00		- Executive Travel-Lodging,Mea	183.48	ALLEN,KATY PLANE AWC CITY ACTION DAYS
			001 - 514 23 41 00		- Administrative Services-Profes	195.89	ADOBE ACROBAT SUB ANN MARIE COMPUTER
			001 - 514 23 41 00		- Administrative Services-Profes	13.06	DROPBOX
			001 - 517 90 31 00		- Wellness Program Supplies	330.26	HOLIDAY STAFF PARTY
			001 - 558 50 31 00		- CP&ED Supplies	83.56	STAFF SHIRTS
			001 - 558 50 41 00		- CP&ED-Professional Services	195.89	ADOBE ACROBAT PRO DC
			001 - 558 50 43 00		- CP&ED Travel-Lodging,Meals	3.60	PARKING RECORD TRUTINA 3RD&AMENDED BSP,WTS MTG
			001 - 572 10 31 05		- Children & Adult Prgm Suppli	26.13	EARLY LITERACY CALENDAR
<b>5353</b>	<b>12/31/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>O'REILLY AUTO PARTS</b>	<b>129.20</b>	<b>MATERIALS</b>

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			001 - 514 23 31 00		- Administrative Services Suppli	11.75	'14 ESCAPE AIR FILTER
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	39.15	SHOP SUPPLIES
			420 - 576 61 31 03		- Maintenance Supplies	39.15	SHOP SUPPLIES
			001 - 576 80 31 01		- Parks Supplies	39.15	SHOP SUPPLIES
<b>5354</b>	<b>12/31/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>PURCHASE POWER</b>	<b>386.55</b>	<b>SVC LEVEL AGREEMENT 1/1-12/31/2020</b>
			001 - 514 23 42 00		- Administrative Services-Teleph	386.55	
<b>5355</b>	<b>12/31/2019</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>STATE OF WASHINGTON</b>	<b>4,101.28</b>	<b>TH B&amp;O/SALES TAX DEC '19; USE TAX OCT-DEC '19</b>
			001 - 511 60 31 00		- Legislative Supplies	2.29	COUNCIL KURTZ,FOLYER
			001 - 511 60 31 00		- Legislative Supplies	2.58	APPRECIATION AWARD OUTGOING COUNCILMEMBERS
			001 - 513 10 31 00		- Executive Supplies	1.16	MAYOR BRICKNER
			001 - 513 10 31 00		- Executive Supplies	4.60	APPRECIATION AWARD OUTGOING MAYOR;MAYORS RECOGNITION AWARD
			001 - 514 23 31 00		- Administrative Services Suppli	0.19	
			001 - 514 23 31 00		- Administrative Services Suppli	0.18	FILE CABINET KEYS
			001 - 514 23 31 00		- Administrative Services Suppli	1.86	CITY CLERK
			001 - 518 30 31 00		- Centralized Services Supplies	45.16	
			001 - 518 30 41 00		- Central Services-Professional S	13.80	CH LOCK INSTALLATION
			001 - 518 30 41 00		- Central Services-Professional S	47.53	
			001 - 521 10 31 00		- Law Enforcement Supplies	6.21	
			001 - 521 10 31 00		- Law Enforcement Supplies	53.46	
			001 - 521 10 41 00		- Law Enforcement-Professional	8.11	YR END AWARD PLAQUES
			410 - 542 70 31 00		- Roadside Supplies	2.67	
			110 - 542 70 31 01		- Roadside Supplies	18.73	BLADES
			110 - 542 70 31 01		- Roadside Supplies	4.90	
			110 - 542 70 31 01		- Roadside Supplies	0.89	
			110 - 542 70 31 01		- Roadside Supplies	33.68	
			110 - 542 70 31 01		- Roadside Supplies	1.60	
			001 - 571 00 41 00		- Rec-Professional Services	0.39	WINTER GLOW SIGNS
			001 - 572 10 31 00		- Library Supplies	4.70	WIRE EASEL TABLETOP
			001 - 572 10 31 00		- Library Supplies	48.50	
			001 - 572 10 31 00		- Library Supplies	1.46	
			001 - 572 10 31 00		- Library Supplies	2.05	
			001 - 572 10 41 01		- Software Maint/data Ba	17.80	
			001 - 572 10 49 00		- Library-Dues,Subscriptions,Mt	0.55	MEETUP 6 MO SUBSCRIPTION
			001 - 572 20 34 06		- Library Books & Other Materi	20.47	
			001 - 572 20 34 06		- Library Books & Other Materi	74.58	
			001 - 572 20 34 06		- Library Books & Other Materi	33.74	
			001 - 572 20 34 06		- Library Books & Other Materi	15.14	
			001 - 572 20 34 06		- Library Books & Other Materi	7.50	
			420 - 576 61 31 00		- Pro Shop Supplies	110.00	
			420 - 576 61 31 02		- Uniforms Shirts	38.46	
			420 - 576 61 40 00		- Business & Occupation, Sales	1,028.60	
			420 - 576 65 41 00		- Professional Services-Golf Gre	80.10	
			001 - 576 80 31 01		- Parks Supplies	1.60	WINDOWS 10
			001 - 576 80 31 01		- Parks Supplies	41.94	MOWER PARTS
			001 - 576 80 31 01		- Parks Supplies	15.49	Z TURN STRIPER PARTS
			001 - 576 80 31 01		- Parks Supplies	33.68	
			001 - 576 80 31 15		- Ballfields Supplies	15.45	
			001 - 576 80 31 15		- Ballfields Supplies	309.72	
			001 - 576 80 31 45		- Orchard Park Supplies	15.45	
			001 - 576 80 31 45		- Orchard Park Supplies	7.65	
			311 - 594 18 60 01		- Capital Expenditures/Expenses	25.23	
			311 - 594 18 60 01		- Capital Expenditures/Expenses	73.02	
			001 - 594 21 64 02		- Law Enforcement-Furniture,Cc	270.72	
			001 - 594 72 64 00		- Library-Furniture,Computers&	443.41	

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			111 - 594 76 60 02		Capital Outlays Public Art	44.50	
			001 - 594 76 63 12		Orchard Park-Other Improvem	3.56	
			001 - 594 76 64 01		Parks-Furniture,Computers&Ec	1,066.22	
5356	12/31/2019	Claims	3		EFT STERICYCLE INC	10.36	ON CALL
			001 - 521 10 41 00		Law Enforcement-Professional	10.36	
5357	12/31/2019	Claims	3		EFT VERIZON WIRELESS	2,198.92	CELL PHONES 12/23/19-1/22/20
			001 - 521 10 42 00		Law Enforcement-Telephone,In	1,342.12	CELL PHONE/MODEM CHARGES
			110 - 542 90 42 00		Maint Admin & Overhead Tele	124.62	CELL PHONE CHARGES
			001 - 558 60 42 00		Communications-Planning	244.65	CELL PHONE CHARGES
			001 - 576 80 42 00		Parks-Telephone,Internet,Posta	487.53	CELL PHONE/TABLET CHARGES
5358	12/31/2019	Claims	3		EFT WASHINGTON STATE DEPT OF REVENUE	1,540.80	Q4 '19 LEASEHOLD EXCISE TAX RETURN
			420 - 576 61 40 01		Restaurant Lease Leasehold Ex	1,540.80	
5359	12/31/2019	Claims	3		EFT WASTE MGMT OF SPOKANE	196.80	WINTER GLOW
			001 - 571 00 47 00		Special Events Utilities-Elec/G	196.80	
5360	12/31/2019	Claims	3		EFT WEX BANK 76 FLEET	71.75	FUEL
			001 - 576 80 32 45		Orchard Park Fuel Consumed	71.75	
5361	12/31/2019	Claims	3		EFT XEROX CORPORATION	376.02	BLACK/COLOR BILLABLE PRINTS 11/21-12/21/19
			001 - 514 23 41 00		Administrative Services-Profes	376.02	
						12,679.50	
						1,706.64	
						44.50	
						414.26	
						320.99	
						3,571.13	
						18,737.02	Claims: 18,737.02

"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

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5362	12/31/2019	Claims	3	29523	EMPLOYMENT SECURITY DEPARTMENT	3,179.60	Q4 '19 UNEMPLOYMENT CLAIMS
					501 - 517 76 20 00 - Unemployment Compensation	3,179.60	
5363	12/31/2019	Claims	3	29524	EXECUTECH UTAH LLC	418.99	SERVICES
					001 - 518 80 41 00 - Information Technology Servic	392.04	O365:PROPLUS 11/16-12/15/19
					001 - 518 80 41 00 - Information Technology Servic	26.95	OVERAGE DEC '19
5364	12/31/2019	Claims	3	29525	SPOKANE COUNTY DIST CT	6,617.38	COURT FEES DEC '19
					001 - 512 50 40 00 - Court Services	6,617.38	
5365	12/31/2019	Claims	3	29526	SPOKANE COUNTY PUBLIC DEFENDER	16,477.60	CASES JULY-DEC '19
					001 - 512 50 40 00 - Court Services	16,477.60	
						23,513.97	
						3,179.60	
						26,693.57	Claims: 26,693.57

"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

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249	02/04/2020	Claims	3	EFT	BTAC ACQUISITION CORP	1,366.59	BOOKS
			001 - 572 20 34 06		- Library Books & Other Materi	1,366.59	
250	02/04/2020	Claims	3	EFT	CINTAS CORPORATION NO 3	47.65	MAT SERVICE 1/20/2020
			420 - 576 61 41 03		- Facilities - Professional Service	47.65	
251	02/04/2020	Claims	3	EFT	HOME DEPOT CREDIT SERVICES	4,993.07	MATERIALS
			001 - 518 30 31 00		- Centralized Services Supplies	113.03	CH MAYORS OFFICE
			001 - 518 30 31 00		- Centralized Services Supplies	143.05	
			001 - 518 30 31 00		- Centralized Services Supplies	109.99	JANITORIAL
			001 - 518 30 31 00		- Centralized Services Supplies	59.84	CH LAUNDRY RM STORAGE
			001 - 518 30 31 00		- Centralized Services Supplies	47.78	DEICE
			001 - 518 30 31 00		- Centralized Services Supplies	142.81	SHOP OUTLET REPLACEMENT
			001 - 518 30 31 00		- Centralized Services Supplies	23.88	CH COAT RACK,ICE MELT BUCKET
			001 - 518 30 31 00		- Centralized Services Supplies	354.36	MAINT SHOP LIGHTING
			001 - 518 30 31 00		- Centralized Services Supplies	289.50	SHOP,LITTLE HOUSE SHELVING,BRACKETS,ORGANIZING CONTAINERS
			001 - 518 30 31 00		- Centralized Services Supplies	120.80	SHOP,LITTLE HOUSE JANITORIAL SUPPLIES
			001 - 518 30 31 00		- Centralized Services Supplies	75.66	ELECTRICAL TRACER/TESTER
			001 - 518 30 31 00		- Centralized Services Supplies	97.68	SHOP OFFICE PAINT/SUPPLIES
			110 - 542 30 31 00		- Roadway Supplies	69.04	
			110 - 542 30 31 00		- Roadway Supplies	991.60	COLD MIX
			110 - 542 30 31 00		- Roadway Supplies	35.92	TAMPER
			110 - 542 66 31 00		- Snow And Ice Control Supplies	133.78	SNOW SUPPLIES
			410 - 542 70 31 00		- Roadside Supplies	47.79	DEICE
			110 - 542 70 31 01		- Roadside Supplies	175.30	SNOW PLOW MARKERS
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	71.46	SHOP SUPPLIES
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	52.05	
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	41.60	SHOP PAINT SUPPLIES
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	10.57	SANDING BRUSHES
			420 - 576 61 31 03		- Maintenance Supplies	30.03	SHOP SUPPLIES
			420 - 576 61 31 03		- Maintenance Supplies	10.56	SANDING BRUSHES
			420 - 576 61 31 04		- Facilities Supplies	28.62	OUTDOOR LIGHT REPLACEMENT
			420 - 576 61 31 04		- Facilities Supplies	34.23	DRAIN CLEANER
			420 - 576 61 31 04		- Facilities Supplies	8.28	SHELF REPLACEMENT
			420 - 576 65 31 01		- Maintenance Of Golf Course	41.44	SHOP SUPPLIES
			420 - 576 65 31 01		- Maintenance Of Golf Course	76.19	TARPS
			420 - 576 65 31 01		- Maintenance Of Golf Course	41.60	SHOP PAINT SUPPLIES
			420 - 576 65 31 01		- Maintenance Of Golf Course	65.27	SIGN LIGHTING
			001 - 576 80 31 01		- Parks Supplies	71.46	SHOP SUPPLIES
			001 - 576 80 31 01		- Parks Supplies	24.50	SNOW MARKERS
			001 - 576 80 31 01		- Parks Supplies	47.79	DEICE
			001 - 576 80 31 01		- Parks Supplies	41.60	SHOP PAINT SUPPLIES
			001 - 576 80 31 01		- Parks Supplies	10.57	SANDING BRUSHES
			001 - 576 80 31 01		- Parks Supplies	86.51	OIL ABSORBER
			001 - 576 80 31 01		- Parks Supplies	75.65	ELECTRICAL TRACER/TESTER
			001 - 576 80 31 01		- Parks Supplies	24.63	WIRE WHEEL
			001 - 576 80 31 01		- Parks Supplies	6.50	
			001 - 576 80 31 15		- Ballfields Supplies	8.68	FLAG POLE LIGHT
			001 - 576 80 31 15		- Ballfields Supplies	7.24	LOCK REPLACEMENT
			001 - 576 80 31 45		- Orchard Park Supplies	32.93	SHELVING MATERIAL
			001 - 576 80 31 45		- Orchard Park Supplies	121.68	STORAGE HOOKS
			001 - 576 80 31 45		- Orchard Park Supplies	92.47	TOOLS
			001 - 576 80 31 45		- Orchard Park Supplies	8.69	ROOF SEALANT

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			001 - 576 80 32 15		- Ballfields Fuel Consumed	29.30	FLAG POLE LIGHTS
			311 - 594 18 60 01		- Capital Expenditures/Expenses	35.23	PW YARD
			001 - 594 21 64 02		- Law Enforcement-Furniture,Cc	193.84	HUSKY 5 DRAWER TOOL CHEST
			001 - 594 76 63 12		- Orchard Park-Other Improvem	530.09	PARK SETUP HAND TOOLS
<b>252</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>O'REILLY AUTO PARTS</b>	<b>293.87</b>	<b>MATERIALS</b>
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	35.13	SHOP SUPPLIES
			420 - 576 61 31 03		- Maintenance Supplies	35.13	SHOP SUPPLIES
			001 - 576 80 31 01		- Parks Supplies	27.85	WIPER BLADES
			001 - 576 80 31 01		- Parks Supplies	160.63	ESCAPE BATTERY,WIPER BLADES
			001 - 576 80 31 01		- Parks Supplies	35.13	SHOP SUPPLIES
<b>253</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>VERIZON WIRELESS</b>	<b>2,230.22</b>	<b>CELL PHONES</b> 12/23/19-1/22/2020
			001 - 521 10 42 00		- Law Enforcement-Telephone,lr	1,338.39	CELL PHONE/MODEM CHARGES
			110 - 542 90 42 00		- Maint Admin & Overhead Tele	123.92	CELL PHONE CHARGES
			001 - 558 60 42 00		- Communications-Planning	225.27	CELL PHONE CHARGES
			001 - 576 80 42 00		- Parks-Telephone,Internet,Posta	542.64	CELL PHONE/TABLET CHARGES
<b>254</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>EFT</b>	<b>WESTERN STATES</b> <b>EQUIPMENT COMPANY</b>	<b>214.21</b>	<b>MIRROR,LAMP</b>
			110 - 542 66 31 00		- Snow And Ice Control Supplies	214.21	
<b>255</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29527</b>	<b>21ST CENTURY SOLUTIONS</b>	<b>1,009.02</b>	<b>CH LOCKS ADMIN WING</b>
			001 - 518 30 31 00		- Centralized Services Supplies	1,009.02	
<b>256</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29528</b>	<b>ABADAN</b> <b>REPROGRAPHICS/IMAGIN</b> <b>G</b>	<b>162.91</b>	<b>ZONING MAP</b>
			001 - 558 50 41 00		- CP&ED-Professional Services	162.91	
<b>257</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29529</b>	<b>AMAZON</b>	<b>4,231.23</b>	<b>MATERIALS</b>
			001 - 511 60 31 00		- Legislative Supplies	39.17	KURTZ,FOLYER PHONE CHARGER,SCREEN PROTECTOR
			001 - 513 10 31 00		- Executive Supplies	164.18	MAYOR OFFICE CHAIR
			001 - 518 30 31 00		- Centralized Services Supplies	152.45	DRINKING FOUNTAIN FILTER
			001 - 518 30 31 00		- Centralized Services Supplies	60.20	DRILL BATTERY REPLACEMENT
			001 - 521 10 31 00		- Law Enforcement Supplies	124.10	DESK CALENDARS
			110 - 542 70 31 01		- Roadside Supplies	71.30	WEEK TRIMMER PARTS
			110 - 542 70 31 01		- Roadside Supplies	20.72	JD GATOR PARTS
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	82.40	REFERENCE BOOKS
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	89.73	SHOP&OFFICE SUPPLIES
			110 - 542 90 31 00		- Maint Admin & Overhead Supj	89.38	CLEANING GLOVES
			001 - 572 10 31 00		- Library Supplies	463.86	CALENDARS/SCANNERS
			001 - 572 10 31 05		- Children & Adult Prgrm Suppli	235.05	BATTERIES/BAGS/HEARTS
			001 - 572 10 31 05		- Children & Adult Prgrm Suppli	27.47	BATTERIES/BAGS/HEARTS
			001 - 572 20 34 06		- Library Books & Other Materi	277.79	BOOKS/DVDS
			420 - 576 61 31 03		- Maintenance Supplies	82.44	REFERENCE BOOKS
			420 - 576 61 31 03		- Maintenance Supplies	89.72	SHOP&OFFICE SUPPLIES
			420 - 576 65 31 01		- Maintenance Of Golf Course	49.24	STORAGE CRATES
			420 - 576 65 31 01		- Maintenance Of Golf Course	53.25	DRY ERASE BRD
			001 - 576 80 31 01		- Parks Supplies	82.40	REFERENCE BOOKS
			001 - 576 80 31 01		- Parks Supplies	89.73	SHOP&OFFICE SUPPLIES
			001 - 576 80 31 01		- Parks Supplies	96.76	TRUCK JUMPER CABLES,STORAGE,TAILGATE ASSIST,LABELS
			001 - 576 80 31 01		- Parks Supplies	89.39	WINTER GLOVES
			001 - 576 80 31 15		- Ballfields Supplies	94.72	TRUCK ACCESSORIES
			001 - 594 21 64 02		- Law Enforcement-Furniture,Cc	744.86	DESK CHAIR,TREADMILL

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			001 - 594 76 63 12		- Orchard Park-Other Improvem	860.92	CAT CABLE CAMERA, WEATHER STATION
258	02/04/2020	Claims	3	29530	BRIAN K ASMUS	61.25	REGISTER TRANSFERRED 1980 DODGE
			001 - 521 10 49 00		- Law Enforcement-Dues,Subscr	61.25	
259	02/04/2020	Claims	3	29531	AW REHN & ASSOCIATES	2,677.07	SERVICES
			502 - 517 30 29 00		- Health Insurance Services	2,536.74	EMPLOYER FUNDING NOTIFICATION 1/14-20/2020
			502 - 517 30 29 00		- Health Insurance Services	140.33	EMPLOYER FUNDING NOTIFICATION 1/21-26/2020
260	02/04/2020	Claims	3	29532	BADGE A MINIT	542.90	FRIENDS OF LIBRARY DONATION-BADGE PARTS
			001 - 572 10 31 05		- Children & Adult Prgrm Suppli	542.90	
261	02/04/2020	Claims	3	29533	JAMES M BILLINGSLEY	195.00	SERVICES
			110 - 554 30 41 10		- Road Hazard Removal	195.00	
262	02/04/2020	Claims	3	29534	CITIES INSURANCE ASSOC WA	2,007.05	ADD 1980 DODGE
			001 - 521 10 46 00		- Law Enforcement - Insurance	2,007.05	
263	02/04/2020	Claims	3	29535	CLEANCO CARPET WINDOW & AIR DUCT CLEANIN	690.81	CARPET CLEANING
			001 - 518 30 41 00		- Central Services-Professional S	690.81	CH,LLML
264	02/04/2020	Claims	3	29536	COBRA PUMA GOLF INC	935.75	SPECIAL ORDER PALENQUES
			420 - 576 61 34 01		- Pro Shop Merchandise	935.75	
265	02/04/2020	Claims	3	29537	COEUR D ALENE PAVING INC	301.15	PWY ENTRANCE ROCK
			311 - 594 18 60 01		- Capital Expenditures/Expenses	301.15	
266	02/04/2020	Claims	3	29538	CRICKET MEDIA INC	19.95	SUBSCRIPTION
			001 - 572 20 34 06		- Library Books & Other Materi	19.95	
267	02/04/2020	Claims	3	29539	D-MCP CONSTRUCTION LLC	62,968.75	COMPLETION OF DEPOT
			314 - 594 76 61 01		- Orchard Park Land & Land Imj	62,968.75	
268	02/04/2020	Claims	3	29540	EAST FARM FEED	86.38	GOAT FEED
			001 - 576 80 31 01		- Parks Supplies	86.38	
269	02/04/2020	Claims	3	29541	EBSCO INDUSTRIES INC	2,101.77	LEARNINGEXPRESS LIBRARY 2/1/2020-1/31/2021
			001 - 572 10 41 01		- Software Maint/data Ba	2,101.77	
270	02/04/2020	Claims	3	29542	EXECUTECH UTAH LLC	2,542.82	SERVICES
			001 - 518 80 41 00		- Information Technology Servic	2,542.82	MONTHLY AGREEMENT JAN 2020
271	02/04/2020	Claims	3	29543	FBI NATIONAL ACADEMY ASSOCIATES INC	350.00	HOLTHAUS, MARK REGISTRATION SCHOOL SHOOTING PREVENTION LEADERSHIP FORUM-WA
			001 - 521 10 49 00		- Law Enforcement-Dues,Subscr	350.00	
272	02/04/2020	Claims	3	29544	FEDEX	21.53	PKG
			001 - 521 10 42 00		- Law Enforcement-Telephone,It	21.53	
273	02/04/2020	Claims	3	29545	FISHERS TECHNOLOGY	53.99	CONTRACT OVERAGE CHARGE 12/12/19-1/1/2020
			001 - 572 10 41 00		- Library-Professional Services	53.99	

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274	02/04/2020	Claims	3	29546	FREE PRESS PUBLISHING INC	78.05	LEGALADS
					001 - 511 60 41 00 - Legislative - Professional Servi	25.00	ORD 264A
					001 - 511 60 41 00 - Legislative - Professional Servi	25.00	ORD 131C
					001 - 521 10 41 00 - Law Enforcement-Professional	28.05	RFP 2020 FORD POLICE AWD
275	02/04/2020	Claims	3	29547	GALLS LLC	1,195.65	LIFESAVING AWARD MEDAL,BADGES
					001 - 521 22 26 11 - Uniforms-Duty & Reserv	1,195.65	
276	02/04/2020	Claims	3	29548	GLOCK PROFESSIONAL INC	250.00	ARNOLD,DEREK REGISTRATION ARMORER'S COURSE
					001 - 521 10 49 00 - Law Enforcement-Dues,Subscr	250.00	
277	02/04/2020	Claims	3	29549	GORDON TRUCK CENTERS INC	36.83	SIDE MIRROR
					110 - 542 66 31 00 - Snow And Ice Control Supplies	36.83	
278	02/04/2020	Claims	3	29550	GRAINGER	57.06	FLAG POLE LIGHTING
					001 - 576 80 31 55 - Rocky Hill Park Supplies	57.06	
279	02/04/2020	Claims	3	29551	GREATER SPOKANE INC	13,743.00	BASE INVESTMENT;ECONOMIC DEVELOPMENT PARTNERSHIP SVCS 1/1-6/30/2020
					001 - 513 10 41 00 - Executive-Professional Service	1,243.00	2020 ADVANTAGE SPOKANE WEBSITE PARTNERSHIP
					001 - 558 70 49 00 - Econ. Dev. - Dues/membership	12,500.00	BASE INVESTMENT;ECONOMIC DEVELOPMENT PARTNERSHIP SVCS 1/1-6/30/2020
280	02/04/2020	Claims	3	29552	CHRISTOPHER L JOHNSTON	981.30	NAT'L PGA SHOW EDUCATION DEMO DAY AIRLINE,CAR,GAS,PER DIEM ORLAND FL
					420 - 576 61 43 01 - Golf Travel-Lodging,Meals,Mi	981.30	
281	02/04/2020	Claims	3	29553	KPFF INC	91,274.20	SVCS 10/25-11/29/2019
					318 - 595 30 60 01 - Roads/Streets Const. & Other I	40,660.87	
					318 - 595 50 60 00 - Roads/Streets Const. & Other I	50,613.33	
282	02/04/2020	Claims	3	29554	MORAN FENCE INC	2,889.29	REPAIR DAMAGED GREEN CHAIN LINK FENCE
					110 - 542 30 41 01 - Roadway - Professional Service	2,889.29	
283	02/04/2020	Claims	3	29555	NEWEGG BUSINESS INC	992.07	HP DESKTOP COMPUTER PRODESK 405;HP LAPTOP 250 G7
					001 - 594 72 64 00 - Library-Furniture,Computers&	992.07	
284	02/04/2020	Claims	3	29556	NORTHWEST BUSINESS STAMP	45.35	NAME PLATE AND TAG
					001 - 572 10 31 00 - Library Supplies	45.35	
285	02/04/2020	Claims	3	29557	NORTHWEST FENCE CO	77,064.86	PW YARD FENCE
					311 - 594 76 62 02 - Capital Expenditures - Building	77,064.86	
286	02/04/2020	Claims	3	29558	OFFICE DEPOT	300.54	SUPPLIES
					001 - 514 23 31 00 - Administrative Services Suppli	153.82	
					110 - 542 90 31 00 - Maint Admin & Overhead Supj	21.00	
					001 - 558 50 31 00 - CP&ED Supplies	21.02	
					001 - 558 50 35 00 - CP&ED Small Tools & Minor	38.41	BOARD
					001 - 571 00 31 04 - Special Events Supplies	21.00	

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			001 - 576 80 31 01		- Parks Supplies	45.29	
287	02/04/2020	Claims	3	29559	OTIS HARDWARE		5.84 MATERIALS
			001 - 518 30 31 00		- Centralized Services Supplies	2.92	CH KEYS
			001 - 576 80 31 15		- Ballfields Supplies	2.92	KEYS
288	02/04/2020	Claims	3	29560	PARAMETRIX		1,724.00 SVCS THROUGH 01/04/2020
			001 - 558 50 40 02		- CP&ED Plan Checking Outside	285.00	LUA2019-0031
			314 - 594 76 61 01		- Orchard Park Land & Land Imp	669.00	DEPOT
			311 - 594 76 62 02		- Capital Expenditures - Building	350.00	N FIELD&HENRY RD BLA
			320 - 595 50 63 00		- Capital Expenditures/Expenses	420.00	TRAFFIC COUNTS
289	02/04/2020	Claims	3	29561	ROADWISE INC		12,929.90 MAG 3RD&4TH LOADS
			110 - 542 66 31 00		- Snow And Ice Control Supplies	12,929.90	
290	02/04/2020	Claims	3	29562	SECRETARY OF STATE		7,415.61 2020 WDLC JAN-DEC
			001 - 572 20 34 06		- Library Books & Other Material	7,415.61	
291	02/04/2020	Claims	3	29563	SKILLPATH/NST SEMINARS		199.00 EYLAR, ANITA REGISTRATION 2/20/2020 WEBINAR
			001 - 576 80 49 01		- Parks-Registration Fees,Mbrsh	199.00	
292	02/04/2020	Claims	3	29564	SNAP-ON INDUSTRIAL		256.04 TOOL REPLACEMENT
			420 - 576 61 31 03		- Maintenance Supplies	128.02	
			001 - 576 80 31 01		- Parks Supplies	128.02	
293	02/04/2020	Claims	3	29565	SPOKANE COUNTY PARKS		20,000.00 CENTENNIAL TRAIL ANNUAL FEE
			001 - 576 80 41 00		- Parks-Professional Services	20,000.00	
294	02/04/2020	Claims	3	29566	SPOKANE COUNTY TREASURER		3,470.23 SERVICES
			001 - 512 50 40 00		- Court Services	2,145.44	PRETRIAL SVCS JULY-DEC '19
			001 - 554 30 41 00		- Animal Services	596.05	ANIMAL CNTRL SVCS FEB 2020
			001 - 566 10 40 00		- Alcoholism Treatment	728.74	Q4 '19 LIQUOR/PROFIT EXCISE
295	02/04/2020	Claims	3	29567	SPOKANE HOUSE OF HOSE INC		69.06 MATERIALS
			001 - 576 80 31 45		- Orchard Park Supplies	69.06	
296	02/04/2020	Claims	3	29568	SPOKANE SPORTS COMMISSION		8,000.00 2019 LODGING TAX GRANT REIMBURSEMENT
			115 - 557 30 41 00		- Tourism Prof Services	8,000.00	
297	02/04/2020	Claims	3	29569	SPORTS ILLUSTRATED KIDS		16.20 MAGAZINE SUBSCRIPTION
			001 - 572 20 34 06		- Library Books & Other Material	16.20	
298	02/04/2020	Claims	3	29570	T-MOBILE		488.14 CELL PHONES 12/21/19-1/20/2020
			001 - 511 60 42 00		- Legislative-Telephone,Internet,	332.20	
			001 - 558 50 42 00		- CP&ED-Telephone,Internet,Post	28.44	
			001 - 576 80 42 00		- Parks-Telephone,Internet,Posta	127.50	
299	02/04/2020	Claims	3	29571	TEI LANDMARK AUDIO		3,353.82 ANNUAL ROTATING AUDIOBOOK CD COLLECTION 2/1/2020-1/31/21
			001 - 572 20 34 06		- Library Books & Other Material	3,353.82	
300	02/04/2020	Claims	3	29572	THE HOME DEPOT PRO		256.01 PALENQUE SUPPLIES
			420 - 576 61 31 04		- Facilities Supplies	256.01	
301	02/04/2020	Claims	3	29573	TIRE-RAMA		2,937.45 SERVICES
			001 - 521 10 48 00		- Vehicle Maintenance	1,905.21	LLPD22,LLPD23 TIRES
			001 - 521 10 48 00		- Vehicle Maintenance	34.79	LLPD09LOF

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			110 - 542 90 41 00 - Maint Admin & Overhead Prof			498.73	TRUCK TIRE INSTALL
			410 - 542 90 41 02 - Maint Admin & Overhead Prof			498.72	TRUCK TIRE INSTALL
<b>302</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29574</b>	<b>TITAN TRUCK EQUIPMENT INC</b>	<b>6,956.90</b>	<b>EQUIPMENT</b>
			110 - 542 66 31 00 - Snow And Ice Control Supplies			331.43	SALTDogg 200 POUND VIBRATOR
			001 - 594 76 64 01 - Parks-Furniture,Computers&E			6,625.47	NEW TRUCK PLOW
<b>303</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29575</b>	<b>WA ASSOC OF SHERIFFS/POLICE CHIEF</b>	<b>180.00</b>	<b>ASMUS, BRIAN ACTIVE DUES</b>
			001 - 521 10 49 00 - Law Enforcement-Dues,Subscr			180.00	
<b>304</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29576</b>	<b>WASHINGTON FINANCE OFFICERS ASSOC</b>	<b>125.00</b>	<b>GALE, ANN MARIE REGISTRATION BARS TRAINING</b>
			001 - 514 23 49 01 - Administrative Services-Dues,5			125.00	
<b>305</b>	<b>02/04/2020</b>	<b>Claims</b>	<b>3</b>	<b>29577</b>	<b>WCP SOLUTIONS</b>	<b>384.20</b>	<b>JANITORIAL SUPPLIES</b>
			001 - 518 30 31 00 - Centralized Services Supplies			192.10	
			110 - 542 70 31 01 - Roadside Supplies			192.10	

001 General Fund	81,076.65
110 Street Fund	19,402.39
115 Tourism Promotion Fund	8,000.00
311 REET 2 Special Capital Projects Fund	77,751.24
314 Orchard Park	63,637.75
318 Harvard Road Bridge Widening Fund	91,274.20
320 Harvard Road Mitigation Fund	420.00
410 Stormwater Utility Fund	546.51
420 Golf Operations Fund	2,994.73
502 Medical Reimbursement (Bridge) Fund	2,677.07
	347,780.54
Claims:	347,780.54

"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:** Memorandum of Understanding with Central Valley School District and Spokane Valley Fire Dept. related to sharing lobbyist fee Harvard/Henry Rd Projects **FOR THE AGENDA OF:** Feb. 4, 2020  
**DEPT. OF ORIGIN:** Administration

**EXHIBIT:** See Attached **DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>Up to \$6,000</b>
<b>BUDGETED:</b>	<b>Yes. Executive Professional Services</b>

**SUMMARY STATEMENT**

To support the advocacy of the Harvard/Henry Rd projects in Olympia, the City of Liberty Lake, Central Valley School District and Spokane Valley Fire Department desire to equally share in the cost (up to \$6,000) of retaining Jeff De Vere Consulting Services, LLC.

The duration of this agreement is through the Legislative session ending on April 30, 2020.

**RECOMMENDED ACTION**

1. Authorize the Mayor to sign the attached agreement.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LIBERTY LAKE,  
THE CENTRAL VALLEY SCHOOL DISTRICT NO. 356,  
AND THE SPOKANE VALLEY FIRE DEPARTMENT

THIS AGREEMENT entered into by the CITY OF LIBERTY LAKE, a Washington state municipal corporation, having offices for the transaction of business at 22710 E. Country Vista Dr., Liberty Lake, Washington 99019, hereinafter referred to as "CITY" and the CENTRAL VALLEY SCHOOL DISTRICT NO. 356, a Washington state municipal corporation, having offices for the transaction of business at 19307 E. Cataldo, Spokane Valley, Washington 99016, hereinafter referred to as "DISTRICT," and the SPOKANE VALLEY FIRE DEPARTMENT, a Washington state Fire District having offices for the transaction of business at 2120 N. Wilbur Rd., Spokane Valley, Washington 99206, hereinafter referred to as "SVFD", jointly hereinafter referred to as the "PARTIES", or individually as "PARTY".

W I T N E S S E T H:

WHEREAS, on or around January 21, 2020, the CITY entered into a Lobbying Agreement with De Vere Public Relations Consulting, LLC for certain Washington State Legislative consulting services through the 2020 legislative session, which is attached hereto as Exhibit A and made a material part of this Agreement; and

WHEREAS, the scope of work included in the Lobbying Agreement involves issues, activities, and strategies for the DISTRICT and SVFD's review and consideration; and

WHEREAS, the DISTRICT and SVFD are agreeable to sharing in the costs of the services performed and provided under the Lobbying Agreement; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes cooperation between public agencies and cities to contract with each other to perform certain functions which each may legally perform; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES' understanding of the terms and conditions under which the DISTRICT and SVFD will participate in and contribute to the cost allocation of the sums set forth in the Lobbying Agreement.

SECTION NO. 2: DURATION

Upon execution by the PARTIES, this Agreement shall continue in full force and effect through the 2020 Washington State legislative session, or until the total contract sum set forth in the Lobbying Agreement has been exhausted.

SECTION NO. 3: COST ALLOCATION FOR THE DISTRICT AND SVFD:

Under the terms of the Lobbying Agreement, the CITY is compensating the consultant the total contract amount of up to Six Thousand Dollars (\$6,000) which shall be paid in monthly installments of up to Two-Thousand Dollars (\$2,000). The DISTRICT and SVFD agree to share equally, with the CITY, in the total contract and monthly amounts to be paid by the CITY to the consultant throughout the entire term of the Lobbying Agreement.

The DISTRICT and SVFD each agree to pay the CITY the monthly sum as set forth in the attached Exhibit B upon receipt of a monthly invoice from the CITY.

The PARTIES also agree that there is mutual benefit to this Agreement and they shall receive a costs savings for the services rendered under the Lobbying Agreement in sharing the overall contract amount.

SECTION NO. 4: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Party at the address set forth below, or at such other address as a Party shall from time-to-time designate by notice in writing to the other Party:

CITY: City Clerk  
City of Liberty Lake  
22710 E. Country Vista Dr.  
Liberty Lake, Washington 99019

DISTRICT: School Superintendent  
Central Valley School District No. 356  
19307 E. Cataldo Ave  
Spokane Valley, Washington 99016

SVFD: Fire Chief  
2120 N. Wilbur Rd  
Spokane Valley, WA 99206

SECTION NO. 5: ASSIGNMENT

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 6: LIABILITY

The PARTIES shall indemnify, defend and hold harmless each other and their officers and employees from all claims, demands, or suits in law or equity arising from the respective

PARTY'S intentional or negligent acts or breach of its obligations under this Agreement. The PARTIES shall also indemnify, defend and hold harmless each other and their officers and employees from all claims, demands, or suits in law or equity arising from any injury to or claim by that PARTY's employee or representative sustained in the course of performance as required by this Agreement. A PARTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the other PARTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a PARTY is acting under the direction and control of the other PARTY, the PARTY directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other PARTY'S officer or employee's negligence.

Each PARTY'S duty to indemnify shall survive the termination or expiration of this Agreement.

Each Party waives, with respect to the other PARTY only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

#### SECTION NO. 7: ANTI-KICKBACK

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

#### SECTION NO. 8: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### SECTION NO. 9: COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

## SECTION NO. 10: NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement in violation of federal, state or local law.

## SECTION NO. 11: MISCELLANEOUS

- A. NON-WAIVER: No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless the change or addition is in writing, executed by the PARTIES.
- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- E. COUNTERPARTS: 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 but one and the same.
- F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to the statutory provision.
- G. RELATIONSHIP OF THE PARTIES: The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the DISTRICT shall be deemed to be an employee, agent, servant or representative of the CITY or SVFD for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the DISTRICT or SVFD for any purpose. Furthermore, no agent, employee, servant or representative of the SVFD shall be deemed to be an employee, agent, servant or representative of the CITY or DISTRICT.

SECTION NO. 12: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1 above.
- B. DURATION: See Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. The DISTRICT and SVFD shall file this Agreement with the County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: Each PARTY shall be responsible for the financing of its obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Central Valley School District No. 356**

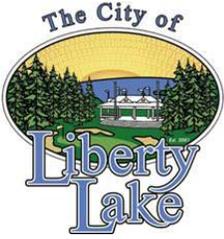
**City of Liberty Lake, Washington**

\_\_\_\_\_  
Ben Small, Superintendent

\_\_\_\_\_  
Shane Brickner, Mayor

**Spokane Valley Fire Department**

\_\_\_\_\_  
Bryan Collins, Fire Chief



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

**SUBJECT:**

Mobile Office Trailer – Public Works Yard

**FOR THE AGENDA OF:** 2/4/2019

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

**EXHIBIT:**

- A – Lease Agreement
- B – Layout of Modular Office
- C – Photo
- D - CFP

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>18 month lease - \$7,530.44 Total</b>
<b>BUDGETED:</b>	<b>Budgeted for 2020, Part of CFP #3</b>

**SUMMARY STATEMENT**

The Operations and Maintenance Department recommends leasing a temporary mobile office trailer for the Public Works Yard. This will allow staff to be fully operational and functional at the Public Works Yard. There will be other incidental costs involved in the set up of the mobile office, such as office supplies, which were also included in the 2020 budget. Staff will be able to available and onsite during ongoing construction of the yard, including frontage improvements and will free up space at City Hall and begin set up of the yard. The office is in compliance with City code and is included in CFP #3.

**RECOMMENDED ACTION**

1. Approve Mayor or designee signature of lease agreement.



**LEASE AGREEMENT NO:** W013830  
**CUSTOMER NUMBER:** 61-LIBERTY  
**CUSTOMER PO/REF. NUMBER:** \_\_\_\_\_

**RETURN EQUIPMENT TO DESIGN SPACE:**  
 11120 W SUNSET HWY  
 AIRWAY HEIGHTS, WA 99001  
 Phone: 509-244-0346  
 Fax: 509-244-9787

Equipment Located At	Contact	
375 N KRAMER ROAD	Name:	STEPHEN WILLIAMS
LIBERTY LAKE, WA 99019	Phone:	509-844-2133
	E-mail:	<a href="mailto:SWILLIAMS@LIBERTYLAKE">SWILLIAMS@LIBERTYLAKE</a>
SPOKANE COUNTY		

DESIGN SPACE MODULAR BUILDINGS PNW, LP. (Lessor) hereby leases the equipment specified below (the "Equipment") to:

Lessee Name (Customer) & Address
CITY OF LIBERTY LAKE 22710 E COUNTRY VISTA DRIVE LIBERTY LAKE, WA 99019 <b>Billing Contact:</b> AP@LIBERTYLAKewa.GOV (email invoices)

<b>8x40 GROUND LEVEL OFFICE (GLO)</b>
---------------------------------------

Customer hereby leases Equipment from Lessor for a minimum period of 18 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period. Customer agrees to pay Lessor without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about: TBD

Unit No.	Serial No.	Width	Length	Monthly	Weekly	Daily	Insurance Value
G40103	14147	8	40	\$345.00	\$115.00	\$16.00	\$29,000.00

ONE TIME CHARGES	AMOUNT	MONTHLY CHARGES	AMOUNT
<b>Billed At Time Of Delivery</b>		BUILDING(S) *8x40 GROUND LEVEL OFFICE	\$345.00
• DELIVERY 8x40 GLO	\$300.00	ADDITIONAL LEASE COSTS*	N/A
• SET-UP / BLOCK & LEVEL	N/A	OTHER*	N/A
• TIEDOWNS / ANCHORS* QTY:	N/A		
• SKIRTING* FT:	N/A	STEPS * QUANTITY:	N/A
• DOOR & WINDOW BARS	N/A	RAMP * SIZE:	N/A
• CHAIR MATS*	N/A		
• MODIFICATIONS / LABOR	N/A	INSURANCE WAIVER @ 1.00/day per floor	N/A
• PILOTS	N/A		
<b>Billed At Time Of Return **</b>		* TAXABLE ITEMS	N/A
• RETURN DELIVERY 8x40 GLO	\$300.00		
• DISMANTLE/TEARDOWN	N/A		
• REMOVE TIEDOWNS/ANCHORS	N/A		
• REMOVE SKIRTING	N/A		
• PILOTS	N/A		
		<b>SUB-TOTAL MONTHLY</b>	\$345.00
		<b>DOH/DMV/PPT Tax*</b>	
		<b>SUBTOTAL</b>	\$345.00

\*\*\* Billed at current rate at Termination

Advance Payments	Description of Charges / Payment to be Applied	Amount
Applied to 1 <sup>st</sup> Invoice(s)		
Applied to Final Invoice(s)		

No agent, employee or representative of Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although the parties may use Customer's purchase order number as a convenient reference for invoicing purposes. Steps not returned are billed at \$687.00/each. Keys not returned are billed at \$50.00/each.

Signed by duly authorized agents, with the intent to be legally bound, this

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

DESIGN SPACE MODULAR BUILDINGS

Name: \_\_\_\_\_

SALES REPRESENTATIVE

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

CUSTOMER OR AUTHORIZED AGENT

Name: \_\_\_\_\_

Shane Brickner, Mayor, City of Liberty Lake

(Please print)

\_\_\_\_\_ Day Of \_\_\_\_\_ 2020

# TERMS AND CONDITIONS OF LEASE AGREEMENT

## 1. LEASE

This transaction is a lease and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

## 2. RENTAL AND OTHER PAYMENTS

(a) The start of the lease term is the date on which Lessor substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to Lessor in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges as outlined on the front of this agreement will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to Lessor. All payments by Customer will be made without set-off or deduction of any kind.

(b) Customer will pay Lessor for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by Lessor on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, Lessor intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, Lessor may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by Lessor.

## 3. Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site election is the sole responsibility of Customer. LESSOR ASSUMES NO LIABILITY OR OFFERS ANY WARRANTY FOR THE FITNESS FOR ADEQUACY OF THE UTILITIES AVAILABLE AT THE SITE. Lessor DISCOURAGES THE USE OF HOLDING TANKS ILO A PERMANENT SEWER CONNECTION. IF USED, THE CUSTOMER ACCEPTS RESPONSIBILITY FOR THE SERVICE, LIMITATIONS AND CONSEQUENCES OF USING SUCH SYSTEMS.

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment, Customer agrees that all certificates of title or registration applicable to the Equipment will reflect Lessor's ownership of the Equipment.

(c) Lessor's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond Lessor's control (including but not limited to breaches by Lessor's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to Lessor with respect to site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of Lessor's scope of work.

## 4. Maintenance of Equipment

(a) Customer will not move or in any way modify the Equipment without written consent of Lessor. Notwithstanding Lessor's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. Lessor may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, return it in the same condition it was delivered subject to ordinary wear and tear, and free of any and all liens and encumbrances. Lessor will have the right to inspect the Equipment from time to time until the Return Date and if Lessor believes the Equipment to be misused, abused or neglected, Lessor may summarily remove and repossess the Equipment at Customer's cost.

(c) Lessor will warrant the structural integrity of the building(s) and any defect not caused by excessive wear and tear during the lease term, including damage caused by extraordinary wear from the environment where the customer locates the equipment or site utilities. However, the Customer will be responsible for normal maintenance such as changing HVAC filters, light bulbs, HVAC programming, lighting control programming, janitorial services, the use of chair mats, and other minor repairs. Lessor will be provided reasonable notice and time to correct defects.

(d) Customer will perform, execute and comply with all Laws, which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.

(e) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substance during Customer's possession, Lessor may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.

(f) Customer agrees that any person other than Customer or its agents, employees or invitees will not occupy the Equipment leased hereunder. The Equipment will not be used for residential or dormitory purposes.

#### **5. NO WARRANTY FOR MERCHANTABILITY OR FITNESS**

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR ON THE EQUIPMENT.

#### **6. Limitation of Damages**

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. Lessor is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

#### **7. End of Lease**

(a) Unless specified otherwise, Customer must give Lessor sixty (60) days' prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of Lessor, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as Lessor declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and Lessor may terminate such month-to-month extensions at any time.

(c) If, at any time after the initial term, any renewal term or at any time this Lease is on a month-to-month basis, Lessor requests the return of the Equipment, Customer will return the Equipment to Lessor, within five (5) days, at Lessor's designated address, at Customer's cost as outlined on the face of this agreement. Additional charges will apply if Lessor must return the building and the building's path of removal is blocked, obstructed, utilities are not disconnected, require equipment beyond a truck, or impaired in any way. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If Customer is not the first user: The lesser of the remaining term or, (A) if the Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease charge ("AWLC"); if the MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs").

In addition to the termination charges outlined above, Customer will pay in full the unpaid Amortized One-Time Costs and rental for ancillary equipment such as steps, decks, and ramps. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

#### **8. Indemnification**

Customer hereby specifically indemnifies, agrees to defend and holds harmless Lessor, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

- (b) The death of or injury to, including but not limited to damage to the property of, any person as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;
- (c) Any act or omission of Customer in violations of this Lease;
- (d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and
- (e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment of Customer's obligations by or on behalf of Lessor or the repossession or return of Equipment by Lessor in accordance with the terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to Losses whether they are asserted before or after the Return Date.

#### **9. Insurance**

(a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid:

- i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability naming Design Space Modular Buildings as an additional insured.
- ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming Lessor as a loss payee, with a maximum deductible of \$500.

(b) Customer will deliver certificates evidencing all such insurance to Lessor within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Damage Waiver Option, Customer will not have to deliver certificates of insurance to Lessor for the type of risks covered by the Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to Lessor.

(c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, Lessor may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to Lessor.

(d) Obtaining insurance as described above will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

#### **10. Damage Liability Waiver**

(a) In certain circumstances, Customer may choose to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option"). If the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Damage Waiver Option, then, Section 10(b) will apply.

(b) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a) (ii) and Customer will not be liable to Lessor in excess of \$500 per unit of Equipment for loss or damage specified in Section 8(a), except customer will not be relieved of liability if Customer violates any other provision of this Lease or if damage results from theft, vandalism, negligence, misuse or abuse. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**

(c) Either party may cancel customer's acceptance of the Damage Waiver Option, or fees for the Damage Waiver Option may be changed upon thirty (30) days prior written notice. If the Damage Waiver Option is, for any reason, cancelled, Customer will provide to Lessor evidence of policies of insurance as set forth in Section 9 (a) (ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.

(d) The limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents, or to steps, decks and ramps and, only extends to Equipment installed on ground level with properly installed tie-down anchors.

(e) The Damage Waiver Option will not be binding upon Lessor unless any loss, damage, injury or claim is reported to Lessor in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that Lessor reasonably requests.

#### **11. Default**

(a) The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

(b) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease:

(c) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;

(d) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(e) Customer, any Control Person or any Guarantor defaults under any other agreement with Lessor or any affiliate of Lessor; and

(f) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of Lessor becomes worthless.

Upon the occurrence of an Event of Default, Lessor will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. Lessor will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants Lessor the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to Lessor on demand all fees; costs and expenses incurred by Lessor in enforcing all other remedies provided in the Lease or exist in at law or in equity. No action taken by Lessor pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in the Lease. If Lessor retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, Lessor is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in Lessor's possession or in public storage, at Lessor's sole discretion.

## **12. LESSOR'S RIGHT TO CURE**

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, Lessor may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

## **13. Set-Off**

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, Lessor will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts Lessor may hold as prepayments or deposits for Lessor liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, Lessor will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

## **14. Assignment, Amendment, Modification, Miscellaneous**

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lessor, without the prior written consent of Lessor. Lessor may assign this Lease and the rentals reserved under this Lease. If Lessor makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to Lessor under this Lease.

(b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representations or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on Lessor unless signed by an authorized officer of Lessor. This Lease will be governed as to its construction, interpretation and effect by the laws of the State of California without regard to principles of choice of laws.

(c) In the event of any legal action or other proceeding between the parties regarding this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.



**CONTRACT INSURANCE REQUIREMENTS FOR MOBILE/MODULAR BUILDINGS**

Lease #: W013830      Unit #: G40103      Serial #: 14147      Insurance Valuation: \$ 29,000.00

(Section 9 of Lease Agreement)

<b>COMMERCIAL GENERAL LIABILITY:</b>	\$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage; Or combined single limit of \$1,000,000 DESIGN SPACE MODULAR BUILDING MUST BE LISTED AS "ADDITIONAL INSURED"
<b>COMMERCIAL PROPERTY:</b>	Special or Broad Form to include ALL LEASED UNITS \$500 MAXIMUM DEDUCTIBLE (Flood insurance required for Units located on a Flood Plain) DESIGN SPACE MODULAR BUILDINGS MUST BE LISTED AS "LOSS PAYEE"
<b>CANCELLATION NOTICE:</b>	30 days written notice

Design Space Modular Buildings will waive the contractual requirement that you provide property insurance that protects Design Space Modular Buildings and will waive certain liabilities to Design Space Modular Buildings as outlined below.

**Daily Rate:**      **Waiver for Damage to Building**      **\$ 1.00/day/unit**

**Note: WAIVERS ARE NOT INSURANCE COVERAGE** - The waivers do not relieve you of any liabilities to parties other than Design Space Modular Buildings and, as set forth below, certain liabilities to Design Space Modular Buildings are not waived. Design Space reserves the right to decline customers request for waiver. Waivers are only available for equipment installed at ground level with properly installed tie-down anchors. Waivers are not available for complexes.

**What is Waived:**

**Liability:** There is no waiver available for General Liability. Please refer to your obligation under Section 9 of the lease agreement and as summarized above for the insurance requirements for General Liability coverage.

**Damage Waiver:** We waive (a) your obligation under the lease agreement to carry commercial property insurance and (b) your liability to us for repair or replacement of the building structure for loss or damage resulting from fire, lightning, flood, windstorm, or explosion. You will remain liable to us for the first \$500 of damage per unit. Except, customer will not be relieved of liability if Customer violates any other provision of this Lease or if damage results from theft, vandalism, negligence, misuse or abuse.

**If you want to accept the property waiver complete item 1 and 2. If you elect no waiver, complete item 2.**

1.  **YES, I (the Lessee) want to take advantage of the Damage Waiver option as outlined above.**

**Please bill me for the quoted rate which will appear on my monthly invoice. The waiver is subject to cancellation and the other terms and conditions set forth in the lease agreement.**

2.  **I (the Lessee) have Insurance in accordance with Section 9 of the lease agreement with respect to any category not waived. I will deliver a certificate of Insurance to DSMB WITHIN 14 DAYS OF EQUIPMENT DELIVERY as required by Section 9 of the lease agreement.** DSMB has provided the 14 day grace period as a convenience to customers. I understand that time is of the essence and that if I do not deliver the certificate of insurance within the grace period, I will be in default under the lease agreement and DSMB at its option may, among other actions, impose a one-time fee for processing of up to One Hundred Dollars (\$100) and may assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to DSMB.

**INSURANCE COMPANY:** \_\_\_\_\_ **AGENT NAME:** \_\_\_\_\_

**INSURANCE AGENCY ADDRESS:** \_\_\_\_\_

**AGENT PHONE NUMBER:** \_\_\_\_\_ **AGENT FAX No.** \_\_\_\_\_

**ACKNOWLEDGEMENT**

\_\_\_\_\_  
SIGNATURE OF LESSEE OR AUTHORIZED AGENT

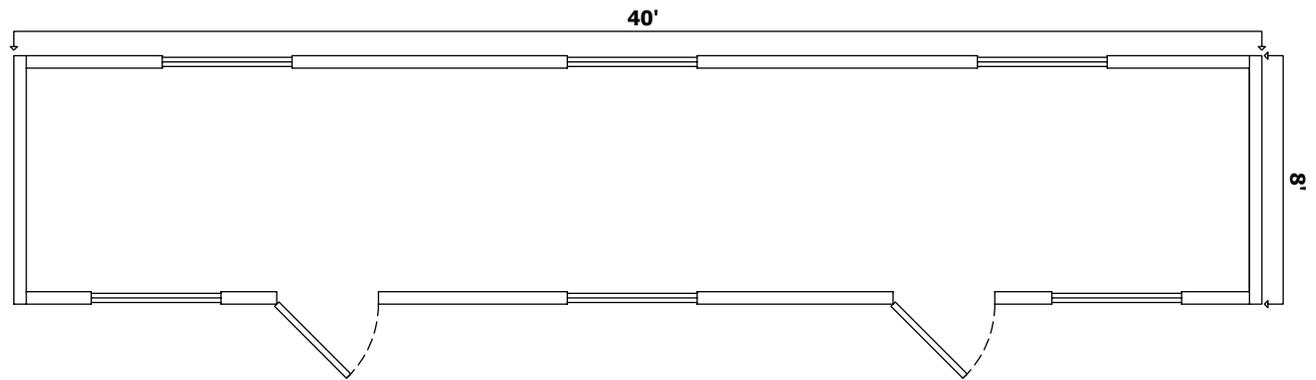
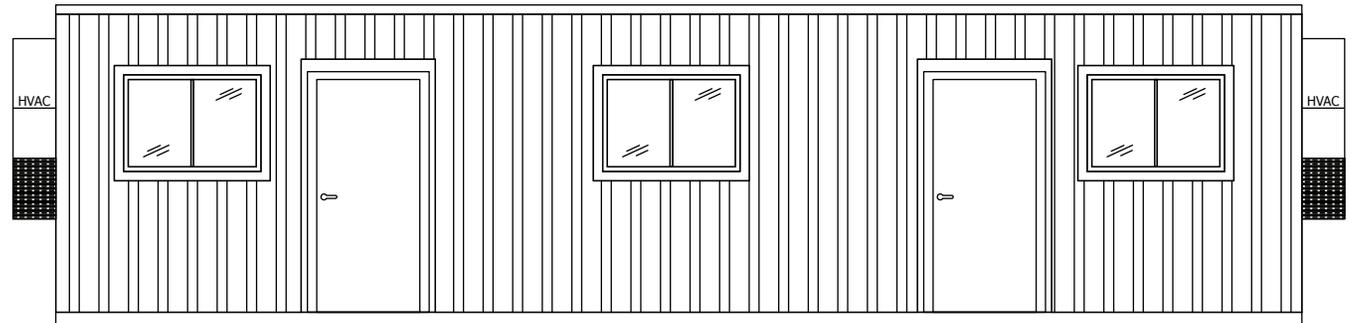
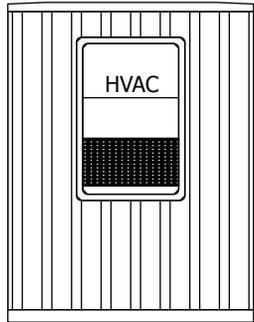
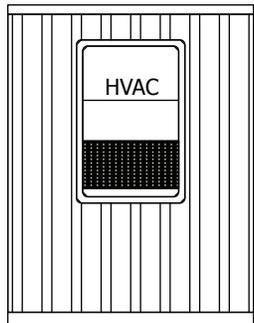
Shane Brickner, Mayor, City of Liberty Lake  
PRINT NAME

\_\_\_\_\_  
DATE

**NOTE: In the absence of a response within 14 days of the date of this correspondence the terms outlined under item 2 will apply**

**Mail All Certificates To:**  
Design Space Modular  
11120 W Sunset Hwy  
Airway Heights, WA 99001

**FAX Certificates to:** 509-244-9787  
**e-Mail Certificates to:** AP101@designspacemod.com



- 320 square feet of open office space with ground level entry
- Secure steel exterior with durable marine grade floor.
- Two exterior steel doors with keyed lock.
- Horizontal sliding windows.

- Our Ground Level Offices are completely insulated and come with a heating and air conditioning system to provide a comfortable work environment.
- Double cargo doors.

**Note:** Dimensions, and door & window locations shown are nominal. Actual dimensions, layout, and roof slope may vary depending on model or model year selected.

Call Your Local Sales  
Professional

**866.889.7777**

## 8' x 40' Ground Level Office

Delivered ready to use "On Time and On Budget"

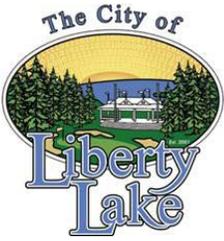
 **Design Space**  
MODULAR BUILDINGS  
*From Vision to Reality | On Time and On Budget*

[www.DesignSpaceModular.com](http://www.DesignSpaceModular.com)



**CITY OF LIBERTY LAKE CAPITAL FACILITIES PLAN, 2020 - 2025 PROJECT LIST**

2019 Project No.	PROJECT NAME/ LOCATION	PROJECT TOTAL (ALL YEARS)	Current Year 2019	2020	2021	2022	2023	2024	2025
<b>PARKS &amp; PUBLIC FACILITIES CAPITAL PROJECTS<sup>1</sup></b>									
1	Trailhead Facility Master Plan	\$ 100,000	\$100,000	Rollover amount TBD					
2	Trailhead Facility Upgrades	TBD							
3	Public Works Yard Development (rollover \$275,000 from 2019)	\$ 1,510,000	\$150,000	\$700,000	\$360,000	\$300,000			
4	Rocky Hill Park Shade Structure	\$ 20,000			\$20,000				
5	Rocky Hill Parking Lot Expansion	TBD							
6	Rocky Hill Park Splash Pad	\$ 180,000							
7	Town Square Master Plan	\$ 75,000			\$75,000				
8	Town Square Park Expansion	TBD							
9	Fallen Heroes Circuit Course- Orchard Park	\$ 70,000			\$70,000				
10	Sound System for Orchard Park Pavillion	\$ 20,000			\$20,000				
11	Orchard Park Community Gardens	\$ 35,000							
12	Library Facility Upgrades	TBD							
13	Public Art (\$7000 rolled over from 2019 into 2020)	\$ 266,000		\$68,500	\$64,500	\$66,500	\$66,500	TBD	
14	Kiosks	\$ 150,000				\$50,000	\$50,000	\$50,000	
15	River District Community Message Board	\$ 20,000				\$20,000			
16	Dog Park	TBD							
17	Expand City Hall Meeting Room into Covered Porch	TBD							
18	Golf Cart Charging Stations at City Facilities	TBD							
19	Council Chamber Recording Hardware	\$ 38,345		\$30,845					\$7,500
	<b>TOTALS</b>	<b>\$ 2,484,345</b>		<b>\$ 799,345</b>	<b>\$ 609,500</b>	<b>\$ 436,500</b>	<b>\$ 116,500</b>	<b>\$ 50,000</b>	<b>\$ 7,500</b>
<b>PARKS &amp; PUBLIC FACILITIES ASSET MANAGEMENT</b>									
A-1	Pavillion Park Improvements (rollover 2019 funds for irrigation)	\$ 340,000	\$0	\$265,000	\$15,000	\$15,000	\$15,000	15000	\$15,000
A-2	Rocky Hill Park Improvements	\$ 21,000	\$3,000	\$3,000	3000	\$3,000	\$3,000	\$3,000	\$3,000
A-3	Trailhead Improvements	TBD							
A-4	Orchard Park Improvements	\$ 41,000		\$41,000					
A-5	Town Square Improvements	\$ 21,000	\$3,000	\$3,000	3000	3000	3000	3000	3000
A-6	Liberty Lake Ball Field Improvements	\$							
A-7	City Hall Building Improvements	\$ 350,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
A-8	Library Building /Police Station Improvements	\$ 777,700	\$90,000	\$237,700	90000	\$90,000	90000	90000	\$90,000
A-9	Public Works Yard Maintenance	\$							
	<b>TOTALS</b>	<b>\$ 1,550,700</b>		<b>\$ 599,700</b>	<b>\$ 161,000</b>	<b>\$ 161,000</b>	<b>\$ 161,000</b>	<b>\$ 161,000</b>	<b>\$ 161,000</b>
<b>TRANSPORTATION CAPITAL PROJECTS<sup>1,2</sup></b>									
20	Harvard Rd Bridge Widening/ I-90 Westbound On-Ramp/Henry Road Overpass	\$ 17,250,000	\$800,000	\$4,325,000	\$7,800,000	\$4,325,000			
21	Country Vista & Legacy Ridge Intersection Improvements	\$ 575,000		\$115,000	\$460,000				
22	Country Vista Operational/Traffic Calming Improvements	Scott to provide cost estimate					design \$	construction \$	
23	Country Vista & Mission Intersection Improvements	\$ 575,000			\$115,000	\$460,000			
24	Country Vista & Appleway Intersection Improvements	\$ 160,000				\$40,000	\$120,000		
25	Appleway Improvements - Fairway to E City Limits	\$ 2,200,000				\$200,000	\$2,000,000		
26	Mission Ave Frontage Improvements - Southside, City Limits east to Glenbrook	\$ 750,000						\$50,000	\$700,000
27	Network Analysis Update & Corridor Study	\$ 100,000	\$25,000	\$75,000					
28	Signal - CVSD HS Main Entrance	\$ 575,000		\$115,000	\$460,000				
29	Smart Signal Control	\$ 35,000		\$35,000					
	<b>TOTALS</b>	<b>\$ 22,220,000</b>		<b>\$ 4,665,000</b>	<b>\$ 8,835,000</b>	<b>\$ 5,025,000</b>	<b>\$ 2,120,000</b>	<b>\$ 50,000</b>	<b>\$ 700,000</b>



AGENDA ITEM NO.: 12Biv

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

**SUBJECT:**

Purchase of Ford F250 Pickup

**FOR THE AGENDA OF:** February 4<sup>th</sup>, 2020

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

**EXHIBIT:**

- A – Quote and Specs for Ford F250 Pickup
- B – Fleet Rotation Spreadsheet – 2020
- C – Photo
- D – CFP #A-15

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>\$38,376.85</b>
<b>BUDGETED:</b>	<b>Included in the 2020 Budget, Fleet Rotation Plan and CFP #A-15</b>

**SUMMARY STATEMENT**

The City desires to purchase a Ford pickup for maintenance staff to use to replace one of the Ford Explorers as part of the fleet management and rotation plan. The City's two Ford Explorers were handed down from other departments and served staff well and have long out lived their lifespan. With the increase of staffing and maintenance responsibilities and added park space, staff is in need of vehicles to get from place to place. It will have the capacity to have a snowplow mounted on it to help with plowing facilities and other areas. This purchase is part of the fleet rotation plan for 2020, part of the CFP #A-15 and was included in the 2020 budget and is being purchased from the WA State Purchasing Contract #05916.

**RECOMMENDED ACTION**

1. Authorize the purchase of F-250 Pickup.

**From:** [NOREPLY@des.wa.gov](mailto:NOREPLY@des.wa.gov)  
**To:** [orders@colford.com](mailto:orders@colford.com)  
**Cc:** [Trevor Slocum](#)  
**Subject:** Vehicle Purchase Request - 2019-12-544 - LIBERTY LAKE, CITY OF - 25100  
**Date:** Friday, January 10, 2020 6:18:06 AM

This is **NOT** a purchase order.  
 You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

**Contract & Dealer Information**

Contract #: 05916 - Motor Vehicles	
Dealer: Columbia Ford 700 7th Avenue Longview WA 98632	Dealer Contact: Marie Tellinghiusen Dealer Phone: (360) 423-4321 Ext: 187 Dealer Email: orders@colford.com

**Organization Information**

Organization: LIBERTY LAKE, CITY OF - 25100	Contact Email: <a href="mailto:tslocum@libertylakewa.gov">tslocum@libertylakewa.gov</a>
Order Contact: Trevor Slocum	Organization Reference #:
Contact Phone: 509-385-4276	Quote #: 2019-12-544
Vehicle Location: LIBERTY LAKE	
Comments:	

**Color Options**

Oxford White (Z1) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0821-0001	2020 Ford F250 Pickup, 4WD	1	\$26,590.00	\$26,590.00
2020-0821-0012	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3490# Payload (X2B/164WB)	1	\$2,390.00	\$2,390.00
2020-0821-0024	Engine Block Heater (41H)	1	\$96.00	\$96.00
2020-0821-0030	240 Amp Alternator (Only available with 6.2L Gas Engine) (67E)	1	\$82.00	\$82.00
2020-0821-0032	Skid Plates (Transfer case and fuel tank) (4x4 Only) (included with FX4 Off-Road Package #17X) (41P)	1	\$96.00	\$96.00
2020-0821-0033	Power Equipment Group - Regular/Extended Cabs (includes power door locks and windows, manual-folding, manually-telescoping trailer tow mirrors with power heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals, perimeter alarm, power tailgate lock, Remote Keyless Entry, upgraded door-trim panel) (deletes passenger-side door lock cylinder) (Includes four (4) RKE Fobs w/ Integrated Keys) (90L/54K)	1	\$1,190.00	\$1,190.00
2020-0821-0036	LT265/70R17E OWL All-Terrain Tires (Not available w/ XLT Trim	1	\$435.00	\$435.00

## Upgrade) (TCD)

2020-0821-0039	Platform Running Boards (Extended/Crew Cabs)(18B)	1	\$426.00	\$426.00
2020-0821-0040	Rearview Camera Upgrade: Rear CHMSL Camera (display in center stack screen) (includes LED Center High-Mounted Stop Lamp with Cargo Light and Rear Video Camera) (Not available with Pickup Box Delete #66D) (873)	1	\$192.00	\$192.00
2020-0821-0041	Rear Window Defrost (Includes Privacy Glass #924) (Must also order Power Equipment Group #90L/54K) (43B/924)	1	\$87.00	\$87.00
2020-0821-0043	Remote Start System (Must also order Power Equipment Group #90L/54K or XLT Trim Upgrade) (76S)	1	\$240.00	\$240.00
2020-0821-0044	Reverse Sensing System (Not available with Pickup Box Delete #66D) (76R)	1	\$283.00	\$283.00
2020-0821-0045	Upfitter Switches (6) (located in overhead console) (Includes 200-Amp Alternator #67D) (66S)	1	\$158.00	\$158.00
2020-0821-0052	Tailgate Step (includes step and handle) (85G)	1	\$359.00	\$359.00
2020-0821-0056	Wheel Well Liner Package, Front and Rear (Not available with Pickup Box Delete #66D) (61N)	1	\$311.00	\$311.00
2020-0821-0058	Splash Guards/Mud Flaps, Front and Rear (factory) (Not available with Pickup Box Delete #66D) (61S/62S)	1	\$124.00	\$124.00
2020-0821-0060	Cruise Control, steering wheel-mounted (Included with XL Value Package #96V or XLT Trim Upgrade) (525)	1	\$225.00	\$225.00
2020-0821-0068	SYNC3 - Voice Recognition Communications (hands-free cell phone) (Includes 8in LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto, (2) smart-charging USB-C ports, 110V/400W Outlet #43C) (Must also order Power Equipment Group #90L/54K) (Included w/ XLT Trim Upgrade) (913)	1	\$431.00	\$431.00
2020-0821-0071	Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Regular/Extended Cab) (TT1)	1	\$96.00	\$96.00
2020-0821-0079	Snow Plow Prep Package (4x4 Only) (increases front springs to max 5600# w/ gas or 6000# w/ diesel, Extra HD Alternator #67D) (Not compatible with Heavy Service Front Suspension Packages #67H or 63R) (473)	1	\$240.00	\$240.00
2020-0821-0082	Trailer Brake Controller (52B)	1	\$259.00	\$259.00
2020-0821-0083	Electronic Locking Rear Axle (3.31/3.55/3.73/4.30) (X3H/X3J/X3E/X4M)	1	\$373.00	\$373.00
2020-0821-0207	NEW - Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	1	\$32.00	\$32.00
2020-0821-0210	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	\$120.00	\$120.00
2020-0821-0211	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00

2020-0821-0214 Spray-In Bedliner (Line-X) (DLR)
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1
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\$468.00
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\$468.00
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**Request Totals**

<b>Total Vehicles:</b>	1
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<b>Sub Total:</b>	\$35,403.00
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<b>8.400 % Sales Tax:</b>	\$2,973.85
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<b>Request Total:</b>	\$38,376.85
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## Fleet Rotation - Equipment List 2020

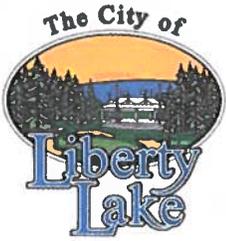
In order of priority:	Budgeted	Trade In Value	Actual	Stormwater	Department Splits			Notes:
					Streets	Golf	Parks	
*JD Aercore 1500 Tractor Mount Aerator (REPRIORITIZED FROM 2018)						\$ 6,000.00	\$ 6,000.00	Fleet Rotation-Replace
*Pickup					\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	Fleet Rotation-Rotate Jeep to replace '95 Dodge
*Pickup								Fleet Rotation-Replace White Explorer (Parks, Streets) Moved to 2022
*Kubota RTV with plow blade					\$ 14,000.00		\$ 14,000.00	Fleet Rotation-Replace 6 x 4 Gator, Surplus
**12M Grader lease					\$ 34,904.91			3rd yr Lease Payment
**926M Loader Lease X2 \$15774.38 ea					\$ 31,548.76			3rd yr Lease Payment
**305 Mini Ex Lease					\$ 9,191.15			3rd yr Lease Payment
*Club Car Golf Picker						\$ 18,000.00		Fleet Rotation-Replace or Rotate as people mover
Scag Zero					\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	Detail mower for added turf areas
5 Yard Sand/Salt Spreader					\$ 50,000.00			New snow equipment
Tilt Deck Trailer					\$ 10,000.00			
Dashcams					\$ 12,000.00			
				\$ -	\$ 107,666.67	\$ 45,666.67	\$ 41,666.67	\$ 195,000.01
					*This number does not include the lease payments.			

\$ 95,666.67

- \*Designates Fleet Rotation
- \*\*Designates Lease Equipment



2019 Project No.	PROJECT NAME/ LOCATION	PROJECT TOTAL (ALL YEARS)	Current Year 2019	2020	2021	2022	2023	2024	2025
<b>TRANSPORTATION ASSET MANAGEMENT</b>									
A-10	Annual Residential Street Maintenance Allocation	\$ 1,850,000	\$50,000	\$50,000	\$550,000	\$50,000	\$550,000	\$50,000	\$550,000
A-11	Liberty Lake Road Maintenance- Sprague Avenue to Country Vista Drive	\$ 840,000		\$840,000					
A-12	Mission - Country Vista to Molter- Grind and Overlay	\$ 400,000				\$400,000			
A-13	Sprague Avenue Overlay	\$ 1,126,500						\$1,126,500	
<b>TOTALS</b>		<b>\$ 4,216,500</b>		<b>\$ 890,000</b>	<b>\$ 550,000</b>	<b>\$ 450,000</b>	<b>\$ 550,000</b>	<b>\$ 1,176,500</b>	<b>\$ 550,000</b>
<b>TRAILS &amp; PEDESTRIAN PATHWAYS<sup>1</sup></b>									
30	Annual Pedestrian Crossing Allocation	\$ 305,000	\$40,000	\$65,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
31	Trail Lighting Master Plan	\$ 25,000				\$25,000			
32	Pedestrian Trail -Selkirk MS to HUB	\$ 150,000							\$150,000
33	Sidewalk Improvements -Madson, from Mission to Appleway	\$ 280,000				\$280,000			
34	Sidewalk Improvements-Mission Ave , Northside, west of Harvest Parkway Roundabout	\$ 466,200	\$291,200	\$175,000					
35	Sidewalk Master Plan	\$ 25,000		\$25,000					
<b>TOTALS</b>		<b>\$ 305,000</b>		<b>\$ 65,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>
<b>FLEET EQUIPMENT</b>									
36	12M Grader lease	\$ 269,810	\$ 34,905	\$ 34,905	\$ 200,000				
37	926M Loader X2	\$ 323,098	\$ 31,549	\$ 31,549	\$ 260,000				
38	305 Mini Ex	\$ 66,382	\$ 9,191	\$ 9,191	\$ 48,000				
39	Street Sweeper	\$ 300,000			\$ 300,000				
40	Scag Zero	\$ 15,000		\$15,000					
41	Freighliner	\$ 250,000					\$250,000		
42	5 Yard Sand/Salt Spreader	\$ 50,000		\$50,000					
43	14K Tilt Deck Trailer	\$ 10,000		\$10,000					
<b>TOTALS</b>		<b>\$1,284,290</b>		<b>\$150,645</b>	<b>\$808,000</b>	<b>\$0</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$0</b>
<b>FLEET EQUIPMENT ASSET MANAGEMENT</b>									
A-14	JD Aercore 1500 Tractor Mount Aerator	\$ 12,000	\$	12,000					
A-15	Pickup	\$ 50,000		\$ 50,000					
A-16	Pickup	\$ 50,000				\$50,000			
A-17	Kubota RTV with plow blade	\$ 28,000					\$ 28,000		
A-18	Pickup	\$ 50,000					\$ 50,000		
A-19	Pickup	\$ 60,000				\$60,000			
A-20	Zero Turn	\$ 15,000			\$ 15,000				
A-21	Zero Turn	\$ 15,000			\$ 15,000				
A-22	Turfcat	\$ 25,000			\$ 25,000				
A-23	Gator	\$ 18,000			\$ 9,000		\$ 9,000		
A-24	Gator	\$ 18,000			\$ 9,000		\$ 9,000		
A-25	Gator						\$ 9,000		
A-26	Toro ReelMaster 3250D	\$ 45,000				\$ 45,000			
A-27	JD 2500A	\$ 45,000				\$ 45,000			
A-28	Club Car Golf Picker	\$ 18,000		\$18,000					
A-29	Totro Reclmaster 5410D Fairways						\$70,000		
<b>TOTALS</b>		<b>\$ 449,000</b>	<b>\$</b>	<b>\$ 80,000</b>	<b>\$ 73,000</b>	<b>\$ 200,000</b>	<b>\$ 105,000</b>	<b>\$</b>	<b>\$</b>



AGENDA ITEM NO.: 12Bv

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

**SUBJECT:**

Liberty Lake Road Preservation (overlay)

**FOR THE AGENDA OF:** February 4<sup>th</sup>, 2020

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

**EXHIBIT:**

Agreement

**DEPT. HEAD APPROVAL:** Director

<b>EXPENDITURE REQUIRED:</b>	Yes
<b>BUDGETED:</b>	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 CONSULTANTs 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 CONSULTANTs 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 CONSULTANTs 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 AGENCYs 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.



- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX  
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By \_\_\_\_\_

Consultant Parametrix City/County of Liberty Lake / Spokane

**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 Liberty Lake / Spokane, 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				
<b>Direct Salary Cost (DSC)</b>				
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		
<b>TOTAL DSC</b>				<b>\$18,327.00</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>				
OH Rate x DSC or <u>179.52 %</u> x <u>\$ 18,327.00</u>				<b>\$32,900.63</b>
<b>FIXED FEE (FF)</b>				
FF Rate x DSC or <u>30 %</u> x <u>\$ 18,327.00</u>				<b>\$5,498.10</b>
<b>REIMBURSABLES</b>				
Itemized				<b>\$ 1,000.00</b>
<b>SUBCONSULTANT COST (See Exhibit G)</b>				<b>\$0</b>
<b>GRAND TOTAL</b>				<b>\$57,725.73</b>

**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 \$60.00	Proj Manager \$54.00	Design Engr \$37.00	Field Survey \$28.50	Engr Tech \$35.50	Word Process \$30.00	LABOR HOURS	LABOR COST
<b>1 PRELIM ENGR'G / CONCEPT DESIGN</b>								
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
<b>1 PRELIM PHASE TOTALS</b>	<b>0</b>	<b>30</b>	<b>16</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>52</b>	<b>\$2,425</b>
<b>2 DESIGN PHASE</b>								
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
<b>2 DESIGN PHASE TOTALS</b>	<b>0</b>	<b>107</b>	<b>98</b>	<b>30</b>	<b>102</b>	<b>20</b>	<b>357</b>	<b>\$14,480.00</b>
<b>3 BIDDING SERVICES</b>								
3.1 Support during Ad, Bid, and Award		20	6			4	30	\$1,422
<b>3 BIDDING SERVICES TOTALS</b>	<b>0</b>	<b>20</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>30</b>	<b>\$1,422</b>
<b>PROJECT TOTALS</b>	<b>0</b>	<b>157</b>	<b>120</b>	<b>30</b>	<b>108</b>	<b>24</b>	<b>439</b>	<b>\$18,327.00</b>

% 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 39<sup>th</sup> 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](mailto: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.: 12Bvi

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

**SUBJECT:**

Parametrix RRFB Task Order

**FOR THE AGENDA OF:** February 04, 2020

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

**EXHIBIT:**

Task Order

**DEPT. HEAD APPROVAL:** Director

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

**SUMMARY STATEMENT**

The Council has allocated \$65,000 in the Capital Facilities Plan for design and cost estimates for five rapid rectangular flashing beacons (RRFB) at various locations around the city. Attached is a task order for the design work and construction estimates for these RRFB's. This request is to authorize Parametrix in the amount of \$39,105 to complete the design, estimates and bid package drawings and specifications.

**RECOMMENDED ACTION**

1. Authorize the Mayor or City Administrator to sign the Parametrix Task Order in the amount of \$39,105.

**TASK AUTHORIZATION No. 2020-001**

<b>PARAMETRIX, INC.:</b>	<b>January 27, 2020</b>
Office Address:	<b>835 North Post, Spokane, WA 99201</b>
Project Number:	_____
Project Manager:	<b>K.J. Hanley</b>

<b>TASK AUTHORIZATION NAME:</b>	<b>Rapid Flashing Beacon &amp; Pedestrian Improvement Project</b>
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<b>CLIENT:</b>	<b>City of Liberty Lake</b>
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<b>SCOPE OF WORK:</b>	<b>See the attached Scope of Work</b>
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<b>SCHEDULE FOR COMPENSATION (check one):</b>		<small>Per Agreement</small>	
<input type="checkbox"/>	Lump Sum	Lump Sum Amount:	\$
<input checked="" type="checkbox"/>	Negotiated Billing Rates	Estimated Compensation Amount:	\$ 39,105.00
<input type="checkbox"/>	Salary Multiplier _____	Total Compensation Amount:	\$

<b>SCHEDULE FOR WORK COMPLETION:</b>	<b>As Directed.</b>
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<b>HOURLY ESTIMATE OF FEES::</b>	This task will be completed on an hourly basis with a not to exceed total estimated cost of \$39,105.
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This Task Authorization is subject to the terms of the PROFESSIONAL SERVICES TASK AUTHORIZATION AGREEMENT between the CLIENT and Parametrix, Inc. which became effective April 21, 2017

**For CLIENT**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
           **Mayor, City of Liberty Lake**  
 Date: \_\_\_\_\_

**For Parametrix, Inc.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SCOPE OF WORK**  
**Rapid Flashing Beacon & Pedestrian Improvement Project**

**Scope of Services**

This scope will cover the work associated with the design of five (5) different pedestrian crossings including ADA upgrades or improvements, pedestrian activated rapid flashing beacons, striping, and signage. The layout and design will be based upon existing information determined from the field survey, as well as conversations and direction from the City. The crossings will be located at the intersections listed below, and as shown on the exhibit attached at the back of the scope.

- E Mission Avenue and E Bitterroot Lane
- E Autumn Crossing Avenue and N Winrock Street
- E Country Vista Drive and Sharp Lane
- E Country Vista Dr and N Eagle Rd
- E Country Vista Drive and E Eagle Bend Lane

Design will be completed in three submittal stages. 50% (design development), 90% (final review set) and 100% (final construction drawings). Each stage will commence only when directed from the City.

**A. Topographic Survey & AutoCAD Base Map**

A field survey will be performed at each cross walk using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail for ADA compliance and design. All apparent aboveground features will be located and shown as well as all existing improvements including, but not limited to, visible utilities including inverts and pipe sizes where accessible, striping, curb and sidewalk, fences, retaining walls, signs, lights, and spot elevations. Mapping will extend between 50 feet and 100 feet from each crossing as needed for design. All elevations will be based upon NAVD88 vertical datum. Contour intervals will be 1 foot. The topographic survey data will be processed to form a background map for the purposes of design using 2018 AutoCAD, and will include right of way and easement information based on available public records and monuments found during the field survey. In addition, a minimum of 2 control points/benchmarks will be set near each crossing for future use by contractors.

**Assumptions:**

- Depth of utilities will not be included.
- Utility locates will not be included.
- No legal descriptions will be prepared
- No right of way or property corners will be monumented.

**Work Products:**

- Base Map (AutoCAD Civil 3D format)
- Survey control information, secondary control point information, and approximate ROW

**B. Existing Utility Research**

Parametrix will contact the local utility purveyors to research and locate buried utilities located within the Appleway project limits. These buried utility lines will be shown on the plan sheets listed in Section C.

### **C. Site Plans**

Prepare demolition and removals plans for the existing pavement and landscape improvements for each location to show the contractor what will be removed as part of the project. Perform the ADA design and layout for the or upgraded pedestrian crossings with rapid flashing beacons. It is anticipated that the City might not have enough budget available to construct all of the site improvements in 2020. Parametrix will coordinate with the City at the 50% design stage to evaluate which sites will be included in the current package. The remaining sites will be designed to approximately 90% complete and set aside for the 2021 construction and budget window. The drawings will be prepared on typical sheet borders at not larger than 1"=30' horizontal scale. The following drawings are anticipated:

- Cover Sheet, including vicinity map and project limits.
- Temporary Erosion and Sediment Control Plans (TESC), showing the proposed protection and prevention measures to be installed at each location on this project per the City requirements.
- Demolition Plans, showing the existing surfacing and vegetation items located within the project limits at each site that will need to be removed, relocated or adjusted (ie. Fences, trees, shrubs, mailboxes, utility structures, etc.)
- Typical Sections and Details for the new curbs, sidewalks, and pavement patching at each site within the project.
- Sidewalk Construction Plans, including horizontal control information for the new curbs and sidewalks.
- Grading Details for all new ADA ramps to be constructed. (Anticipate two new ramps at each site location for a total of 10 ADA ramps).
- Signage and Striping Plan, including details and horizontal control information for the removal of existing striping and the installation of new signage and striping, including City provided pedestrian activated rapid flashing beacons.

#### **Work Products:**

- One set of final plans for approval and bidding
- PDF copies of the plans for City use.

### **D. Traffic Control Plan**

Parametrix will prepare a site-specific traffic control plan for the site at Bitterroot and Mission identifying the traffic control measures that the Contractor shall implement during the project. We will also prepare general traffic control details that will identify the required traffic control signage and locations for single lane closures or shoulder closures as required on the remaining project sites.

#### **Work Products:**

- Final Plans for approval and bidding
- PDF copies of the plans for City use.

### **E. Specifications**

Parametrix will review the City standards and requirements as well as WSDOT General Special Provisions and prepare additional special provisions as required to complete the work. Parametrix will determine final bid items and quantities for the project and will incorporate these into the contract documents to ensure that there are special provisions that cover all the proposed work items. We will prepare contract documents, advertisement for bid, and all other paperwork required to create a complete set of contract documents. The scope and fee is based on the assumption that the contract documents will be based upon the 2020 WSDOT Standard Specifications. This scope anticipates that a 90% set of the specification will be sent to the City for review, prior to issuing the final bid documents.

**Work Products:**

- Final Specifications, Contract Documents, Construction Time Estimate for approval and bidding
- PDF copies of the files for City use.

**F. Construction Cost Estimates**

Parametrix will prepare an itemized construction cost estimate for City review for each of the plan submittals listed in Item C & D (50%, 90% and 100%). At the 50% submittal, Parametrix will submit a separate construction cost estimate for each of the five (5) sites to allow the City to select which sites will be constructed in 2020 based upon the available budget.

**Work Products:**

- Site specific preliminary construction cost estimates for City review.
- Final construction cost estimates for City review and approval
- PDF copies of the files for City use.

**G. Bidding Assistance**

Parametrix will upload electronic copies of the final plans and specification to the City's online planroom for bidding. This item anticipates that the City will be responsible for coordination and payment of placing the Advertisement for Bid in the newspaper of record. Parametrix will address Contractor questions during the bid process. Parametrix will coordinate and prepare any required addendum that arise during the bid process and will upload the addenda to the online planroom for distribution to the bidders.

**H. Construction Coordination**

Parametrix will answer City questions and contractor RFIs during construction and help with preparation of Change Orders as requested by the City.

**Exclusions and Assumptions:**

- This scope does not include scheduling, running or attending a pre-bid meeting.
- Construction inspection and management services are not included.
- Geotechnical work is not included as part of this scope. It is assumed that the soils will allow for the use of City standard sidewalk and pavement sections.
- We anticipate this project to create less than 5,000 square feet of new impervious surfaces, and therefore per section 2.1.1 of the Spokane Regional Stormwater Manual as adopted by the City, the

project will be under the regulatory threshold “trigger” for requiring compliance with the Basic Requirements of the Manual.

- It is assumed that the asphalt pavement section will be per section 3.0 of the City of Liberty Lake Design Standards.
- The scope does not include preparing a secondary bid package and contract documents if the project is broken up into multiple phases or construction seasons.
- The scope does not include any temporary or permanent easements that may be required.
- The scope does not include the preparation or review of any record drawings.
- The scope does not include any permitting or construction certification.
- The scope does not include SEPA.
- The scope does not include construction staking.

MANHOUR ESTIMATE

City of Liberty Lake - Rapid Flashing Beacon & Pedestrian Improvement Project  
Professional Services

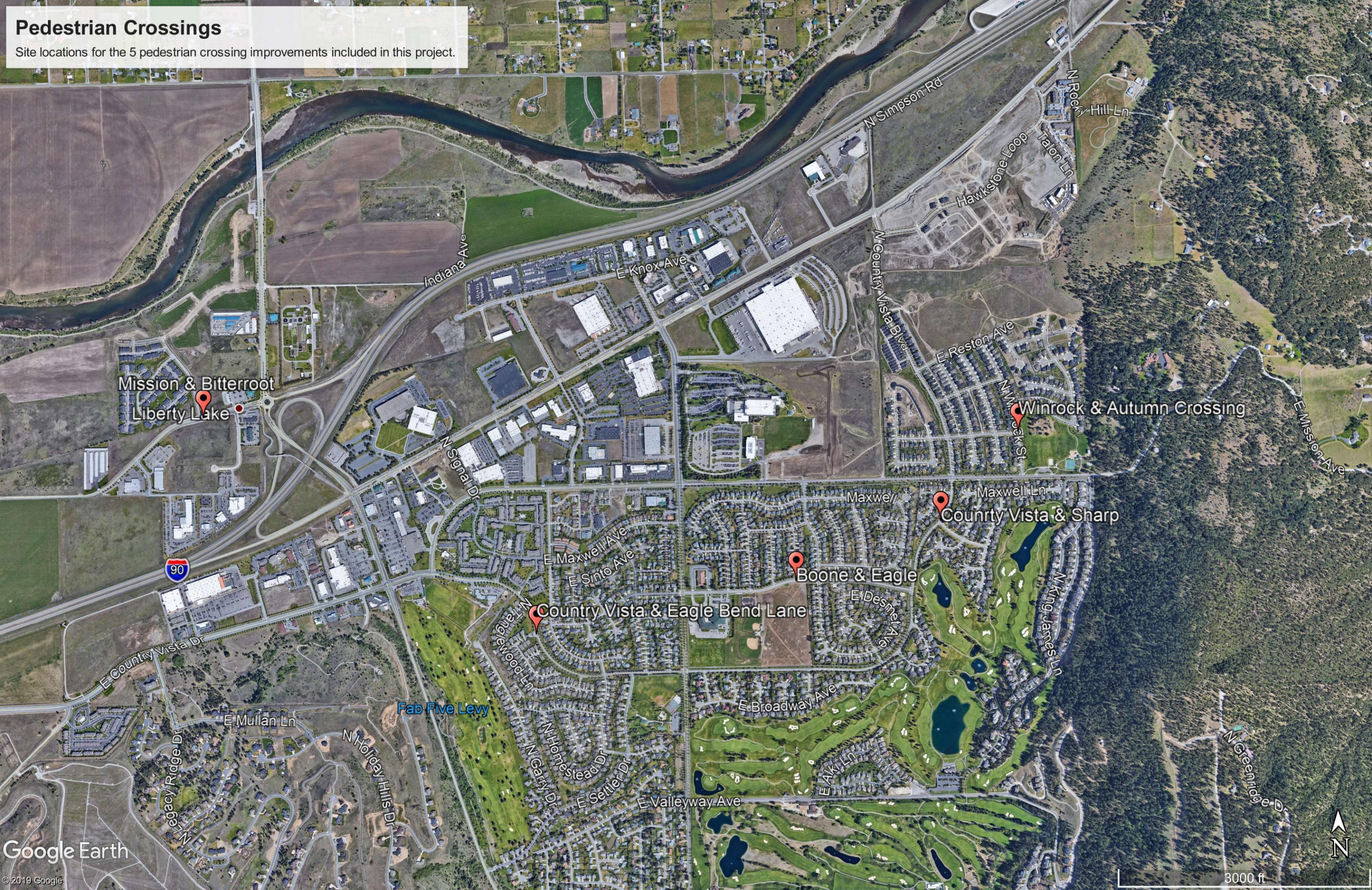
\*\*\* PARAMETRIX, INC. \*\*\*

By K.J. Hanley, 1/27/2020

TASK	DESIGN SERVICES							TOTAL HOURS	LABOR COST	EXPENSES	TOTAL COST
	SENIOR PROJECT ENGR	SENIOR SURVEY TECH	PROJECT ENGR II	FIELD SURVEYOR	DESIGNER II	CLERICAL					
	A Topographic Survey & AutoCAD Base Map	5	28	5	38	5					
B Existing Utility Research					12	2	14	\$ 1,390		\$ 1,390	
C Site Plans	24		54		54		132	\$ 15,210		\$ 15,210	
D Traffic Control Plan	4		6		12		22	\$ 2,520		\$ 2,520	
E Specifications	18		6			4	28	\$ 3,620		\$ 3,620	
F Construction Cost Estimates	8		14				22	\$ 2,740		\$ 2,740	
G Bidding Assistance	10		6				16	\$ 2,160		\$ 2,160	
H Construction Coordination	14						14	\$ 2,100		\$ 2,100	
<b>SUBTOTAL (Est. Labor Hours)</b>	83	28	91	38	83	6	<b>329</b>	<b>\$ 39,105</b>	<b>\$ -</b>	<b>\$ 39,105</b>	
<b>AVERAGE LABOR RATE, \$/HR</b>	\$150	\$120	\$110	\$110	\$105	\$65					

# Pedestrian Crossings

Site locations for the 5 pedestrian crossing improvements included in this project.



Mission & Bitterroot  
Liberty Lake

Winrock & Autumn Crossing

Country Vista & Sharp

Boone & Eagle

Country Vista & Eagle Bend Lane

Fab Five Levy





AGENDA ITEM NO.: 12Bvii

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

**SUBJECT:**

Public Works Yard Frontage Improvements

**FOR THE AGENDA OF:** February 04, 2020

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

**EXHIBIT:**

Task Order

**DEPT. HEAD APPROVAL:** Director

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

**SUMMARY STATEMENT**

The Council has allocated \$700,000 in the Capital Facilities Plan for design, cost estimates and construction for frontage improvements at the public works yard. Attached is a task order for the design work and construction estimates for these improvements. This request is to authorize Parametrix in the amount of \$48,767 to complete the design, estimates and bid package drawings and specifications.

**RECOMMENDED ACTION**

1. Authorize the Mayor or City Administrator to sign the Parametrix Task Order in the amount of \$48,767.

**TASK AUTHORIZATION No. 2020- 004**

<b>PARAMETRIX, INC.:</b>	<b>January 27, 2020</b>
Office Address:	<b>835 North Post, Spokane, WA 99201</b>
Project Number:	_____
Project Manager:	<b>K.J. Hanley</b>

<b>TASK AUTHORIZATION NAME:</b>	<b>Public Works Yard Frontage &amp; Site Plan</b>
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<b>CLIENT:</b>	<b>City of Liberty Lake</b>
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<b>SCOPE OF WORK:</b>	<b>See the attached Scope of Work</b>
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<b>SCHEDULE FOR COMPENSATION (check one):</b>		Per Agreement	
<input type="checkbox"/>	Lump Sum	Lump Sum Amount:	\$
<input checked="" type="checkbox"/>	Negotiated Billing Rates	Estimated Compensation Amount:	\$ 48,767
<input type="checkbox"/>	Salary Multiplier _____	Total Compensation Amount:	\$

<b>SCHEDULE FOR WORK COMPLETION:</b>	<b>As Directed.</b>
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<b>HOURLY ESTIMATE OF FEES::</b>	This task will be completed on an hourly basis with a not to exceed total estimated cost of \$48,767.
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This Task Authorization is subject to the terms of the PROFESSIONAL SERVICES TASK AUTHORIZATION AGREEMENT between the CLIENT and Parametrix, Inc. which became effective April 21, 2017

**For CLIENT**

By: \_\_\_\_\_  
 Title: Mayor, City of Liberty Lake  
 Date: \_\_\_\_\_

**For Parametrix, Inc.**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SCOPE OF WORK**  
**Public Works Yard Frontage & Site Plan**

**Scope of Services**

This scope will cover the work associated with the design of approximately 700' of roadway frontage improvements along Kramer Parkway Road directly south of the City of Liberty Lake Public Works Yard parcel, as well as the storm drainage and site design of the new public works yard. The design will include frontage improvements between the existing road centerline on the south side and fencing on the north, and the site layout and storm drainage design within the fencing surround the public works yard property. Design will be completed in three submittal stages. 50% (design development), 90% (final review set) and 100% (final construction drawings). Each stage will commence only when directed from the City.

**A. Topographic Survey Update – Kramer Parkway**

Update the topographic and site survey completed in 2019 to reflect the new site improvements and fencing. Confirm the location of the existing fence, site elevations on the Public Works Yard parcel and any other new improvements observed within the project limits. This task will also include updating the existing AutoCAD basemap used in the 2019 site improvements and grading project.

**Assumptions:**

- Depth of utilities will not be included.
- Utility locates will not be included.
- No legal descriptions will be prepared
- No right of way or property corners will be monumented.

**B. Existing Utility Research**

Parametrix will contact the local utility purveyors to research and locate buried utilities located within the project limits. These buried utility lines will be shown on the plan sheets listed in Section C.

**C. Kramer Parkway Widening and Frontage Improvement Plans**

Services for this item will include the following plan sheets and design items:

- Cover Sheet, including vicinity map and project limits.
- Temporary Erosion and Sediment Control Plan (TESC), showing the proposed protection and prevention measures to be installed on this project per the City requirements.
- Roadway Widening Plan and Profile Sheet, including horizontal control information and profiles for the new curbs and locations for new driveway approaches (matching existing driveway locations).
- Stormwater Evaluation will include the calculations for the stormwater runoff from the half street improvements along the parcel frontage to ensure the proper storage and treatment is provided per the City standards.
- Typical Section and Details for the new curbs, sidewalks and pavement widening.

- Grading Details for all new ADA ramps to be constructed. (Anticipate 2 new ramps at the project limits on the northeast and southwest).
- Signage and Striping Plan, including details and horizontal control information for the removal of existing striping and the installation of new signage and striping.
- Landscape and Planting Plans. Prepare one landscape and planting plan for the frontage improvements areas, including street trees and grass in the buffer strip per the City Standards.
- Irrigation Plan. Prepare one irrigation plan for the frontage improvements areas as necessary to cover the street trees and grass in the buffer strip per the City Standards.

#### **D. Public Works Yard Site Improvements**

Parametrix will use the preliminary site plan developed and provided by the City to create design documents. This scope anticipated 2 sets of plan submittals (50% and 90%) to the City of review and comments prior to preparation of the final bid documents. Services for this item will include the following plan sheets and design items:

- Grading & Drainage Plan, this sheet will identify site spot elevations and 1' contours. Storm drainage structures and piping alignments will be identified, and piping sizes and invert elevations will be labeled. Assumptions and improvements will be set aside for future roof drainage. Stormwater treatment and disposal facilities will be shown, and dimensioned and all required stormwater details will be included.
- Surfacing and Horizontal Control Plan, this sheet will identify the proposed hardscape surfaces to ultimately be installed as a part of the project. These items include, but are not limited to asphalt paving, concrete sidewalks, curbs, bollards, paint striping and ADA parking signage. The asphalt pavement section will be based on recommendations provided by the geotechnical engineer. This plan sheet will also include horizontal control information (survey coordinates and dimensions) for the locations of the site improvements, suitable for construction staking.
- Stormwater Analysis and UIC Registration, this will include stormwater analysis for the proposed site improvements. The stormwater analysis will include a drainage basin map and drainage report including narrative, hydrology calculations and other necessary information for analyzing the on-site flows. The calculations and methodology will be completed in accordance with City of Liberty Lake requirements. Stormwater disposal is anticipated to occur through on-site infiltration. Stormwater disposal will be designed to meet the requirements and will adhere to recommendations provided in the geotechnical report. All proposed infiltration facilities (UIC) will be registered with the Department of Ecology. A copy of the registration documents will be included in the report.
- Construction Details, will include a construction detail sheet that will provide supporting details for the items that are referenced on the other Civil plan sheets listed above.
- Earthwork Analysis, will include an updated earthwork analysis on the final design to estimate excavation and embankment quantities and to determine how much material will need to be hauled off from the site or imported to the site.
- Utility Sheet, showing the proposed location of the new sewer and water service lines required to serve the proposed building and landscape irrigation.

#### **E. Traffic Control Plan**

It is anticipated that the proposed construction work will require Kramer Parkway to be shut down to through traffic for the duration of the project. Parametrix will prepare a traffic control plan sheet identifying the traffic control measures that the Contractor shall implement during project. This plan sheet will identify

the required traffic control signage and locations and will include a detour route for through traffic around the project site.

#### **F. Specifications**

Parametrix will review the City standards and requirements as well as WSDOT General Special Provisions and prepare additional special provisions as required to complete the work. Parametrix will determine final bid items and quantities for the project and will incorporate these into the contract documents to ensure that there are special provisions that cover all of the proposed work items. We will prepare contract documents, advertisement for bid, and all other paperwork required to create a complete set of contract documents. The scope and fee is based on the assumption that the contract documents will be based upon the 2020 WSDOT Standard Specifications. This scope anticipates that a 95% set of the specification will be sent to the City for review, prior to issuing the final bid documents.

#### **G. Construction Cost Estimates**

Parametrix will prepare an itemized construction cost estimate for City review for each of the plan submittals listed in Item C & D (50%, 90% and 100%).

#### **H. Bidding Assistance**

Parametrix will upload electronic copies of the final plans and specification to the City's online planroom for bidding. This item anticipates that the City will be responsible for coordination and payment of placing the Advertisement for Bid in the newspaper of record. Parametrix will address Contractor questions during the bid process. Parametrix will coordinate and prepare any required addendum that arise during the bid process and will upload the addenda to the online planroom for distribution to the bidders.

#### **I. Construction Coordination**

Parametrix will answer City questions and contractor RFIs during construction and help with preparation of Change Orders as requested by the City.

#### **J. Geotechnical Investigation**

See the attached scope of work from Budinger & Associates.

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

- This scope does not include scheduling, running or attending a pre-bid meeting.
- Construction inspection and management services are not included.
- It is assumed that the road pavement section will be per section 3.0 of the City of Liberty Lake Design Standards.
- The scope does not include any temporary or permanent easements that may be required.
- The scope does not include the preparation or review of any record drawings.
- The scope does not include any permitting or construction certification.
- The scope does not include SEPA as it is assumed to be covered by the previous phase.
- The scope does not include construction staking.

- DOE Stormwater General Permit is not anticipated to be required as this site does not appear to have potential to discharge to waters of the state. The work is not included in this scope.

MANHOUR ESTIMATE  
 City of Liberty Lake - Public Works Yard Frontage & Site Plan  
 Professional Services

\*\*\* PARAMETRIX, INC. \*\*\*

By K.J. Hanley, 1/27/2020

TASK	DESIGN SERVICES										TOTAL COST
	SENIOR PROJECT ENGR	SENIOR SURVEY	PROJECT ENGR II	FIELD SURVEYOR	DESIGNER II	CLERICAL	TOTAL HOURS	LABOR COST	EXPENSES	TOTAL COST	
A Topographic Survey Update		2	6	16	6	2	32	\$ 3,420			\$ 3,420
B Existing Utility Research			1		6		7	\$ 740			\$ 740
C Widening and Frontage Imp. Plans	20		32		60		112	\$ 12,820			\$ 12,820
D Public Works Yard Site Improvements	18		34		46		98	\$ 11,270			\$ 11,270
E Traffic Control Plan	2		4		8		14	\$ 1,580			\$ 1,580
F Specifications	22		4			4	30	\$ 4,000			\$ 4,000
G Construction Cost Estimates	3		10				13	\$ 1,550			\$ 1,550
H Bidding Assistance	8		4				12	\$ 1,640			\$ 1,640
I Construction Coordination	14						14	\$ 2,100	\$ 9,647		\$ 2,100
J Geotechnical Investigation										\$ 9,647	\$ 9,647
<b>SUBTOTAL (Est. Labor Hours)</b>	87	2	95	16	126	6	332	\$ 39,120	\$ 9,647	\$ 48,767	
<b>AVERAGE LABOR RATE, \$/HR</b>	\$150	\$120	\$110	\$110	\$105	\$65					



Proudly serving the Inland Northwest for over 40 years

Geotechnical Engineering  
Environmental Engineering  
Construction Materials Testing  
Subsurface Exploration  
Special Inspection

K.J. Hanley, P.E.  
Parametrix  
835 N. Post # 201  
Spokane, WA 99201

January 17, 2020

Proposal S-20044

**Project: City of Liberty Lake Public Works Yard**  
**Subject: Proposed Geotechnical Exploration and Analysis**

Mr. Hanley,

Thank you for the opportunity to offer our services to assist with the facility addition. We based this proposal on the plan provided.

*Project:*

We understand improvements are planned to the existing facility. Three potential storm drainage locations are planned and a roadside swale. Foundation recommendations for a 50 by 120-foot shop are also needed.

*Scope:*

We will log the conditions in 4 test pits (excavated by the City of Liberty Lake) to a depth of 12 feet and conduct dynamic penetrometer tests near the test pit locations. The city needs to compact the test pit backfill upon completion. A geologist will log the subsurface conditions. Two borings, one on the east side and one on the west side of the site, to 25 feet will be advanced with air rotary methods. Only one boring may be necessary if test pits indicate unfavorable soil conditions.

We will characterize the subsurface conditions encountered, including:

- Layering (stratification)
- Relative density
- Soil strength and compressibility
- Soil and rock texture and classification
- Risks from existing and fill soils
- Soil moisture, capillarity, and groundwater
- Seismic considerations

We will prepare calculations of bearing capacity and settlement and stormwater infiltration. We will prepare a report presenting the exploration results along with conclusions and recommendations addressing:

- Site surface preparations, fill placement and materials
- Slope inclinations for temporary and permanent conditions
- Discussion of foundation types and foundation considerations
- Recommended bearing strata and sizing parameters
- Stormwater drainage and drywell feasibility utilizing the *Spokane Regional Stormwater Manual*

1101 North Fancher Rd.  
Spokane Valley, WA 99212  
Tel: 509.535.8841  
Fax: 509.535.9589

[www.budingerinc.com](http://www.budingerinc.com)

***S-20044 City of Liberty Lake Public Works Yard***

Spokane 200 Method.

- Estimated settlements including total and differential
- Seismic design parameters including Site Class and liquefaction susceptibility
- Discussion of pavement subgrade strength and minimum section

*Assumptions:*

We assume you will provide relevant information about the site, including results of previous environmental and geotechnical studies in the area of the project.

We assume physical and legal access to the site will be provided. We assume a utility locate notification will be submitted by the client. We assume an excavator and operator will be supplied by the client.

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review carefully.

*Fees:*

Fees for these services are outlined in the attached cost estimate. The estimate will not be exceeded without your approval and specific request for additional services.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

Prepared by,  
Budinger & Associates, Inc.

John Finnegan, PE, LHG  
Principal

*Attachments*

- S20044 Cost Estimate
- *Important Information about This Geotechnical Proposal*



Geotechnical Engineering  
Environmental Engineering  
Construction Materials Testing  
Subsurface Exploration  
Special Inspection

S-20044 City of Liberty Lake Public Works Yard

1/17/2020

*Costs of Services to be Provided*

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>Labor charges</u></b>				
* Principal Engineer	8	hours	\$207.42	\$1,659.36
* Geologist III	30	hours	\$96.80	\$2,904.00
* Exploration Professional IV	11	hours	\$110.62	\$1,216.82
* Exploration Technician II	11	hours	\$69.14	\$760.54
* Exploration Technician II - DCP	6	hours	\$69.14	\$414.84
* Administrator III	4	hours	\$82.97	\$331.88
<b><u>Equipment and Laboratory</u></b>				
CME 75 drill	6	hours	\$125.00	\$750.00
On-highway light duty support truck and trailer	6	hours	\$55.00	\$330.00
Hollow stem auger system	6	hours	\$30.00	\$180.00
DCP Equipment	4	hours	\$40.00	\$160.00
Moisture content	4	each	\$20.00	\$80.00
Sieve analysis	3	each	\$120.00	\$360.00
Atterberg Limits	2	each	\$150.00	\$300.00
Utility Locator (if necessary)				\$200.00
<b>TOTAL THIS ESTIMATE FOR GEOTECHNICAL SERVICES</b>				<b>\$9,647</b>

# Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

## Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

## Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

## Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

## A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

### Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.*

### Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

### Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

### Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

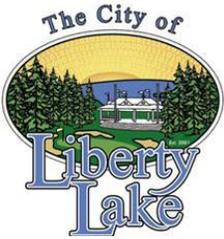


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# **RESOLUTION**



**AGENDA ITEM NO.:** 13  
**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Resolution Approving Hawkstone 2<sup>nd</sup> Addition Final Plat

**EXHIBIT:** Resolution & Hawkstone 2<sup>nd</sup> Addition Final Plat Map

**FOR THE AGENDA OF:** February 4, 2020

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

**DEPT. HEAD APPROVAL:** Lisa D. Key, Director

<b>EXPENDITURE REQUIRED:</b>	<b>Not Applicable</b>
<b>BUDGETED:</b>	<b>Not Applicable</b>

**SUMMARY STATEMENT**

The Preliminary Plat of Liberty Village, consisting of 506 single-family lots, 8 multi-family lots, 44 commercial lots, and 22 open space tracts and parking lots on approximately 100 acres, was approved by the City Council on January 24, 2007. The development was later renamed Lakemore, and then Hawkstone, though it is now known as Stonehill. A time extension for the Preliminary Subdivision Approval was granted in 2012 through January 24, 2017, with the extension revised on September 26, 2016 to remain in effect through January 24, 2020, as based upon a 2013 modification to RCW 58.17.140 to extend the approval period of subdivision due to the economic downturn. The Final Plat for Lakemore Addition was recorded on November 21, 2014, and the Final Plat for Hawkstone 1st Addition was recorded on September 16, 2013. On January 7, 2020, the City received a request to extend the preliminary plat approval. As per Ordinance 262, approved by City Council on November 19, 2019, that request is approvable, contingent upon recordation of Hawkstone 2<sup>nd</sup> Addition Final Plat.

Hawkstone 2<sup>nd</sup> Addition Final Plat has been reviewed, and is ready for final plat approval. The Hawkstone 2<sup>nd</sup> Addition Final Plat, File P-060-0002B, is 6.27 acres in size and contains 48 single family lots plus one open space tract and private streets. All applicable conditions from the preliminary plat approval have been met, or will be addressed through a performance guarantee which shall be provided to the City prior to recording of the final plat. Hawkstone 2<sup>nd</sup> Addition Final Plat is in conformance with all applicable land use controls.

**RECOMMENDED ACTION**

1. Approve the Resolution.

**RESOLUTION NO. 20-266  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON APPROVING  
THE FINAL PLAT OF HAWKSTONE SECOND ADDITION, LOCATED IN A  
PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION  
11, TOWNSHIP 25N, RANGE 45 E.W.M., LIBERTY LAKE, WASHINGTON,  
FILE P-06-0002B**

WHEREAS, RCW 58.17 establishes the process by which land is divided and regulates the subdivision of land;

WHEREAS, The City of Liberty Lake adopted a Comprehensive Plan (September 2003, updated October 6, 2015), and a Development Code (December 2005);

WHEREAS, The Preliminary Plat of Liberty Village, later renamed Lakemore and Hawkstone, consisting of 506 single-family lots, 8 multi-family lots, 44 commercial lots, and 22 open space tracts and parking lots on approximately 100 acres was approved by the City Council on January 24, 2006, with subsequent requests for extension granted;

WHEREAS, The Hawkstone 2nd Addition Final Plat, File P-06-0002B is 6.27 acres in size and contains 48 single-family lots, one open space tract, and private streets;

WHEREAS, All applicable conditions from the preliminary plat approval have been met or a performance guarantee has been provided;

WHEREAS, The Hawkstone 2nd Addition Final Plat is in conformance with all applicable land use controls;

WHEREAS, Appropriate signatures and letters of acceptance have been obtained or will be obtained prior to recording; and

WHEREAS, Property taxes and all required fees will be paid prior to recording of the final plat.

THEREFORE, THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

The Final Plat of the Hawkstone 2nd Addition, Located in a portion of the south half of the northeast quarter of Section 11, Township 25N, Range 45 E.W.M., Liberty Lake, Washington, more precisely described in the dedication, having met all conditions and requirements, is hereby approved.

Passed by the City Council this \_\_\_\_ day of February, 2020.

---

Shane Brickner, Mayor  
City of Liberty Lake

**ATTEST:**

---

City Clerk, Ann Swenson

**APPROVED AS TO FORM:**

---

City Attorney, Sean P. Boutz



# FINAL PLAT OF HAWKSTONE 2nd ADDITION

P-06-002B

IN A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF  
SECTION 11, TOWNSHIP 25 NORTH, RANGE 45 EAST OF THE W.M.  
CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON

PAGE 3 OF 3

## SPOKANE COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_ MINUTES PAST  
O'CLOCK \_\_\_\_\_ M; AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_; RECORDS OF  
SPOKANE COUNTY, WASHINGTON, AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING &  
ENGINEERING.

COUNTY AUDITOR: \_\_\_\_\_

AUDITOR'S FILE NO. \_\_\_\_\_

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	2,453 SF	2691 N. OSPREY
2	1,927 SF	2683 N. OSPREY
3	2,520 SF	2671 N. OSPREY
4	3,457 SF	2659 N. OSPREY
5	3,510 SF	2647 N. OSPREY
6	3,330 SF	2635 N. OSPREY
7	3,330 SF	2623 N. OSPREY
8	5,122 SF	2611 N. OSPREY

\*BLOCK 1

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	3,856 SF	2692 N. OSPREY
2	3,330 SF	2694 N. OSPREY
3	3,330 SF	2696 N. OSPREY
4	3,532 SF	24467 E. FEATHER
5	3,331 SF	24465 E. FEATHER
6	3,330 SF	24463 E. FEATHER
7	4,939 SF	24461 E. FEATHER
8	4,231 SF	24459 E. FEATHER
9	3,643 SF	24457 E. FEATHER
10	4,426 SF	24455 E. FEATHER

\*BLOCK 2

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	4,207 SF	24501 E. FEATHER
2	4,141 SF	24503 E. FEATHER
3	4,478 SF	24505 E. FEATHER
4	4,835 SF	24507 E. FEATHER
5	3,502 SF	24509 E. FEATHER
6	3,343 SF	24511 E. FEATHER
7	3,343 SF	24513 E. FEATHER
8	4,897 SF	24515 E. FEATHER

\*BLOCK 3

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	3,331 SF	2685 N. SWAINSON
2	4,970 SF	2681 N. SWAINSON

\*BLOCK 4

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	3,976 SF	2692 N. SWAINSON
2	3,351 SF	2688 N. SWAINSON
3	3,331 SF	2684 N. SWAINSON
4	4,552 SF	2680 N. SWAINSON

\*BLOCK 5

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	3,495 SF	24590 E. HARRIER
2	1,727 SF	24580 E. HARRIER
3	2,393 SF	24570 E. HARRIER
4	2,397 SF	24560 E. HARRIER
5	1,717 SF	24550 E. HARRIER
6	1,713 SF	24540 E. HARRIER
7	2,400 SF	24530 E. HARRIER
8	2,400 SF	24520 E. HARRIER
9	1,713 SF	24510 E. HARRIER
10	3,889 SF	24500 E. HARRIER

\*BLOCK 6

LOT DATA TABLE		
LOT	AREA	ADDRESS
1	3,333 SF	24490 E. HARRIER
2	1,720 SF	24480 E. HARRIER
3	2,440 SF	24470 E. HARRIER
4	2,440 SF	24460 E. HARRIER
5	1,713 SF	24450 E. HARRIER
6	3,216 SF	24440 E. HARRIER

\*BLOCK 7

TRACT DATA TABLE		
TRACT	AREA	ROADWAY / UTILITIES
TRACT 'A'	64,192 SF	ROADWAY / UTILITIES
TRACT 'B'	5,200 SF	ROADWAY / UTILITIES
TRACT 'C'	1,578 SF	ROADWAY / UTILITIES
TRACT 'D'	26,156 SF	OPEN SPACE / PARK
TRACT 'E'	1,860 SF	ROADWAY / UTILITIES
TRACT 'F'	2,495 SF	ROADWAY / UTILITIES
TRACT 'G'	6,064 SF	ROADWAY / UTILITIES
TRACT 'H'	6,905 SF	ROADWAY / UTILITIES

RADIAL TABLE	
TAG	RADIUS
R1	5 59'19.26" E
R2	5 86'19.01" E
R3	5 18'48.13" E
R4	5 05'40.18" W
R5	5 20'14.50" W
R6	5 48'20.53" W
R7	5 30'34.33" E

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.00'	S 36°28'07" E
L2	20.00'	N 53°3'15.3" E
L3	20.00'	N 53°3'14.4" E
L4	5.48'	N 53°3'15.0" E
L5	16.94'	N 53°3'15.3" E
L6	6.44'	S 18°29'26" E
L7	20.00'	N 71°30'34" E
L8	3.22'	S 18°29'26" E
L9	10.69'	S 42°44'50" W
L10	50.00'	S 53°3'15.3" W
L11	10.69'	S 64°18'57" W
L12	20.00'	S 53°32'16" W
L13	10.69'	N 47°15'10" W
L14	10.00'	N 36°28'07" W
L15	13.03'	N 89°55'31" W
L16	30.00'	N 00°04'29" E
L17	0.66'	N 23°27'22" W
L18	4.25'	S 23°27'22" E
L19	30.00'	N 53°3'15.3" E
L22	15.31'	S 53°3'15.3" E
L23	27.89'	N 02°37'11" E
L24	12.41'	S 68°00'08" W
L25	13.12'	N 20°14'50" E
L26	20.00'	S 53°30'38" W
L27	2.18'	N 18°29'26" W
L28	1.04'	N 18°29'26" W
L29	10.69'	N 64°18'57" E
L30	10.00'	N 53°3'15.3" E
L31	10.00'	S 53°3'15.3" W
L32	10.69'	S 42°44'50" W
L33	29.50'	N 36°28'07" W
L34	10.69'	N 29°41'03" W
L35	10.00'	N 36°28'07" W
L36	10.00'	N 53°3'15.3" E
L37	10.00'	N 53°3'15.3" E
L38	4.07'	S 81°28'07" E
L39	9.66'	S 53°3'15.3" W
L40	13.86'	N 81°28'07" W

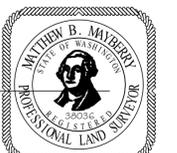
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD BEARING	CRD. DIST.
C1	18.00'	090°00'03"	28.27'	S 81°28'08" E	25.46'
C2	25.00'	090°00'27"	39.27'	N 08°31'44" E	35.36'
C3	18.00'	090°00'03"	28.27'	S 81°28'08" E	25.46'
C4	18.00'	089°59'57"	28.27'	N 08°31'52" E	25.46'
C5	200.00'	014°28'17"	50.52'	N 60°45'59" E	50.38'
C6	40.00'	075°31'46"	52.73'	S 74°14'00" E	48.99'
C7	40.00'	017°58'41"	12.55'	N 62°31'14" E	12.50'
C8	18.00'	090°00'00"	28.27'	S 63°29'26" E	25.46'
C9	40.00'	017°58'41"	12.55'	S 27°28'46" E	12.50'
C10	18.00'	089°59'59"	28.27'	S 08°31'54" W	25.46'
C11	30.00'	090°00'00"	47.12'	S 08°31'53" W	42.43'
C12	115.00'	036°32'35"	73.35'	S 71°48'11" W	72.11'
C13	18.50'	113°31'50"	36.66'	N 33°18'34" E	30.95'
C14	80.00'	013°00'44"	18.17'	N 29°57'44" W	18.13'
C15	120.00'	013°00'44"	27.25'	S 29°57'44" E	27.19'
C16	18.50'	103°00'45"	33.26'	S 74°57'44" E	28.96'
C17	18.00'	090°00'00"	28.27'	N 08°31'53" E	25.46'
C18	65.00'	090°00'05"	102.10'	S 08°31'56" W	91.92'
C19	65.00'	090°00'00"	102.10'	N 81°28'07" W	91.92'
C20	18.00'	090°00'00"	28.27'	S 81°28'07" E	25.46'
C21	18.00'	089°59'59"	28.27'	N 08°31'54" E	25.46'
C22	18.00'	090°00'01"	28.27'	S 81°28'06" E	25.46'
C23	18.00'	090°00'01"	28.27'	N 81°28'06" W	25.46'
C24	18.00'	090°00'00"	28.27'	S 08°31'53" W	25.46'
C25	18.00'	090°00'00"	28.27'	N 81°28'07" W	25.46'
C26	35.00'	090°00'00"	54.98'	S 08°31'53" W	49.50'
C27	35.00'	090°00'00"	54.98'	N 81°28'07" W	49.50'
C28	18.00'	090°00'00"	28.27'	N 08°31'53" E	25.46'
C29	18.00'	090°00'00"	28.27'	S 81°28'07" E	25.46'
C30	65.00'	005°47'33"	6.57'	N 33°34'20" W	6.57'
C31	65.00'	034°21'33"	38.98'	N 13°29'48" W	38.40'
C32	65.00'	024°20'05"	27.61'	N 15°51'02" E	27.40'
C33	65.00'	025°50'49"	28.94'	N 40°46'29" E	28.71'
C34	65.00'	017°39'54"	20.04'	S 62°21'50" W	19.96'
C35	200.00'	005°53'37"	20.57'	N 56°28'39" E	20.56'
C36	65.00'	024°28'31"	27.77'	N 63°26'03" E	27.56'
C37	200.00'	008°34'40"	29.94'	S 63°42'47" W	29.91'
C38	65.00'	014°34'32"	16.54'	S 77°02'26" E	16.49'
C39	65.00'	028°06'03"	31.88'	S 55°42'09" E	31.56'
C40	65.00'	005°11'01"	5.88'	S 39°03'37" E	5.88'
C41	60.00'	017°58'41"	18.83'	N 27°28'46" W	18.75'
C42	30.00'	090°00'00"	47.12'	N 81°28'07" W	42.43'
C43	65.00'	018°04'42"	20.51'	S 05°21'22" E	20.42'
C44	65.00'	008°49'25"	10.01'	S 08°05'42" W	10.00'

## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION  
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND THE  
CITY OF LIBERTY LAKE SUBDIVISION ORDINANCE. THE LAND WAS CORRECTLY SURVEYED  
AND MARKED WITH PROPER MONUMENTS AS PROVIDED IN RCW 58.17.

AT THE REQUEST OF ONE LIBERTY, LLC IN NOVEMBER 2019.

MATTHEW B. MAYBERRY, PLS-CF ed5  
WASHINGTON PLS 38036



01/17/2020

**ADVANCED  
TECHNOLOGY  
SURVEYING &  
ENGINEERING**  
INC.

P.O. BOX 3457, HAYDEN IDAHO, 83835  
• PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE: N/A  
CHECKED BY: MBM  
DATE: 01-17-2020  
DRAWN BY: CMC  
DATE: 09-11-2017  
DWG: PLAT  
PROJ: 17-105

# FINAL PLAT OF HAWKSTONE 2nd ADDITION

P-06-0002B

IN A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF  
SECTION 11, TOWNSHIP 25 NORTH, RANGE 45 EAST OF THE W.M.  
CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON

PAGE 2 OF 3

## SPOKANE COUNTY AUDITOR

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, AT \_\_\_\_\_ MINUTES PAST  
O'CLOCK \_\_\_\_\_ M.; AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS AT PAGE(S) \_\_\_\_\_, RECORDS OF  
SPOKANE COUNTY, WASHINGTON, AT THE REQUEST OF ADVANCED TECHNOLOGY SURVEYING &  
ENGINEERING.

COUNTY AUDITOR: \_\_\_\_\_

AUDITORS FILE NO. \_\_\_\_\_

### REFERENCES

- R1) SURVEY BY MITCHELL DURYE, PLS 33658, DECEMBER 2005. RECORDED AS AUDITOR FILE #5313038.
- R2) SURVEY BY MITCHELL DURYE, PLS 33658, JUNE 2006. RECORDED AS AUDITOR FILE #5392457.
- R3) GPS SURVEY OF SPOKANE VALLEY BY JERRY W. SIMS, PLS 18921. DECEMBER 2000 (UNRECORDED).
- R4) SURVEY BY MICHAEL C. PHILLIPS, PLS 17676. RECORDED NOVEMBER 2000 AS AUDITOR FILE #4533572.
- R5) PLAT OF HAWKSTONE 1ST ADDITION BY MATTHEW B. MAYBERRY, PLS 38036. SEPTEMBER 2013. RECORDED AS A.F.N. G248302.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AUDITOR FILE NUMBER AND OTHER DOCUMENTS REFER TO SPOKANE COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

### SURVEYOR'S NOTES:

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS. ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. ONE OF THE FOLLOWING TYPES OF MONUMENTATION SET DEPENDING ON THE CONDITION:
  - A.) 5/8" X 30" REBAR & CAP STAMPED 'ATS PLS 38036'.
  - B.) MAG NAIL & WASHER 'ATS PLS 38036'.
  - C.) CHISELED 'X' INSCRIBED IN CONCRETE.
3. HAWKSTONE LOOP IS A PUBLICLY DEDICATED RIGHT-OF-WAY #N6241032.
4. UNRECORDED DOCUMENTS SUCH AS MAPS, DEEDS, PRESCRIPTIONS, VERBAL CONTRACTS & EASEMENTS MAY EXIST THAT AFFECT THE PLATTED LAND IN THIS DOCUMENT. NO ATTEMPT WAS MADE TO PLOT ANY OF THE AFOREMENTIONED ITEMS. (THE DEEDS) PARCEL NUMBERS & EXCEPTIONS WERE SUPPLIED BY INLAND PROFESSIONAL TITLE, LLC (PLAT CERTIFICATE ORDER #00046138) FOR THE CONSTRUCTION OF THIS PLAT.
5. EXISTING SEWER AND WATER EASEMENT GRANTED TO THE LIBERTY LAKE SEWER AND WATER DISTRICT PER AFN G614525 AS LABELED AND/OR DESIGNATED BY A SYMBOL AS SHOWN IN THE LEGEND. SAID EASEMENT ALSO IS ENCOMPASSED BY TRACT A, C, G & H HEREIN.
6. GRANT A 10' PEDESTRIAN ACCESS EASEMENT TO BENEFIT LOT 4, BLOCK 3 OF THIS PLAT.

### BASIS OF BEARING

NORTH 89°55'37" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 11, T. 25 N., R. 45 E. AS PER (R5).

### PURPOSE OF THE SURVEY

THE PURPOSE OF THIS SURVEY IS TO PLAT SAID LEGAL DESCRIPTION INTO LOTS, BLOCKS, STREETS (PUBLIC & PRIVATE) AND SET MONUMENTS, AS SHOWN.

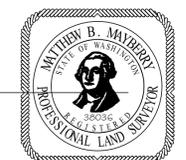
### EQUIPMENT & PROCEDURES

THIS SURVEY WAS PERFORMED USING A TOPCON HYPER DUAL FREQUENCY GPS, UTILIZING 'RTK' MEASUREMENTS AND AN ANNUALLY CALIBRATED TOPCON 800-A ONE SECOND ROBOTIC TOTAL STATION FOR RADIAL TIE METHODS. PER WAC 332-130-100. FIELD TRAVERSE METHODS CONFORM TO WAC 332-130-090 (CITY/RESIDENTIAL) WERE MET OR EXCEEDED.

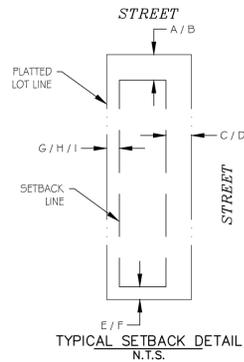
### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND THE CITY OF LIBERTY LAKE SUBDIVISION ORDINANCE. THE LAND WAS CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS AS PROVIDED IN RCW 58.17.

AT THE REQUEST OF ONE LIBERTY, LLC IN NOVEMBER 2019.



MATTHEW B. MAYBERRY, PLS-CFed5  
WASHINGTON PLS 38036



### SETBACK TABLE

A	12' FRONT YARD
B	20' FRONT YARD FOR DIRECT GARAGE ACCESS.
C	12' FLANKING YARD
D	20' FLANKING YARD FOR DIRECT GARAGE ACCESS.
E	5' REAR YARD
F	6' REAR YARD FOR STRUCTURES OVER 15' HIGH.
G	5' SIDE YARD
H	6' SIDE YARD FOR STRUCTURES OVER 15' HIGH
I	0' SIDE YARD FOR ATTACHED SINGLE FAMILY, TOWNHOUSE OR DUPLEX

SECTION DETAIL  
SCALE: 1"=1000'

\*ORIGINALLY VISITED MONUMENTS IN SPRING OF 2009. REVISITED CENTER & EAST QUARTER CORNER MONUMENTS IN AUGUST 2017.

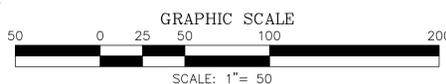
### SECTION CORNER NOTES

1. NORTHWEST SECTION CORNER - FND 5/8" REBAR & CAP (ILLEGIBLE) WITH RPS. RPS: PER SURVEY AFN 5682705.
2. NORTH 1/4 CORNER - CALCULATED POSITION PER (R2).
3. NORTHEAST SECTION CORNER - FND 1-1/2" ID IRON PIPE WITH RPS. RPS: PER SURVEY AFN 4533572.
4. EAST 1/4 CORNER - FND 1" ID IRON PIPE WITH RPS. RPS: PER SURVEY AFN 5459504.
5. CENTER 1/4 CORNER - FOUND 5/8" REBAR & CAP MARKED 'ATS PLS 38036'.
6. WEST 1/4 CORNER - FND "+" ON GRANITE STONE WITH RPS. RPS: PER SURVEY AFN 6058807.
7. SOUTH 1/4 CORNER - FND NAIL SHAFT W/O HEAD & RPS. RPS: PER SURVEY AFN 6058807.

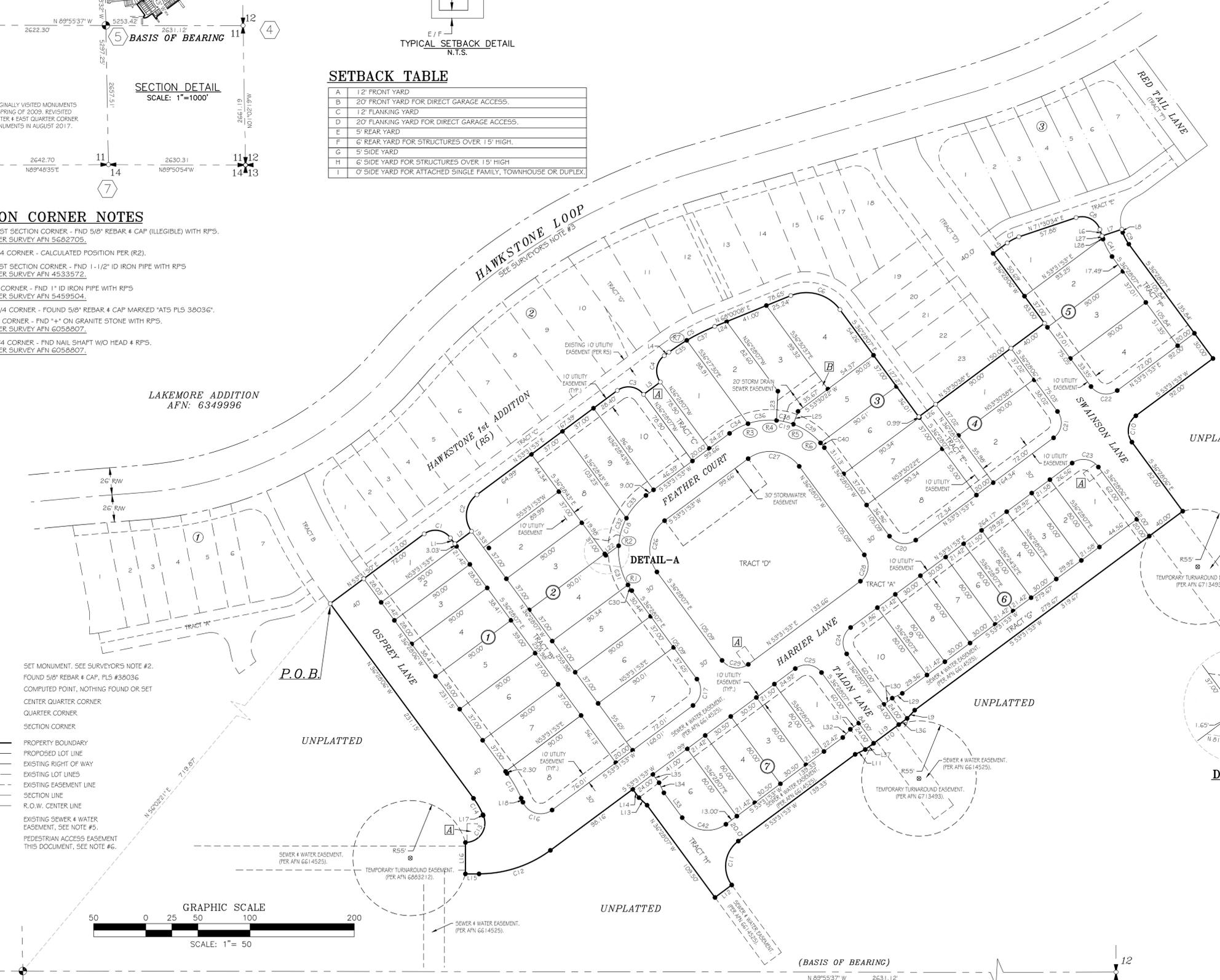
LAKEMORE ADDITION  
AFN: 6349996

### LEGEND

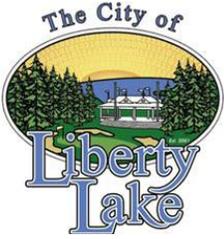
- SET MONUMENT. SEE SURVEYOR'S NOTE #2.
- FOUND 5/8" REBAR & CAP, PLS #38036
- COMPUTED POINT, NOTHING FOUND OR SET
- QUARTER CORNER
- SECTION CORNER
- PROPERTY BOUNDARY
- - - PROPOSED LOT LINE
- - - EXISTING RIGHT OF WAY
- - - EXISTING LOT LINES
- - - EXISTING EASEMENT LINE
- - - SECTION LINE
- - - R.O.W. CENTER LINE
- [A] EXISTING SEWER & WATER EASEMENT. SEE NOTE #5.
- [B] PEDESTRIAN ACCESS EASEMENT THIS DOCUMENT, SEE NOTE #6.



(BASIS OF BEARING)  
N 89°55'37" W 2631.12'



**SECOND READ  
ORDINANCE**



**AGENDA ITEM NO.:** 14

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

**SUBJECT:** Second Reading of Ordinance 241B

**FOR THE AGENDA OF:** February 4, 2020

**DEPT. OF ORIGIN:** PEBS

**EXHIBITS:**

Ordinance 241B

Redline Version of Ordinance Amendments

**DEPT. HEAD APPROVAL:** Lisa D. Key

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

**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. Second read of the Ordinance Amending Section 6 of the Engineering Design Standards.
2. Vote to approve, amend, or deny proposed amendment.

**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.