CITY COUNCIL MEETING
TUESDAY, APRIL 21, 2020
CITY HALL
HELD REMOTELY
7:00 P.M.

PURSUANT TO GOVERNOR INSLEE'S ORDER 20-28 DATED MARCH 24, 2020 – ALL PUBLIC MEETINGS WILL BE HELD REMOTELY. The City Council will participate via ZOOM. The public can participate via the following:

- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Prior to 4 pm on April 21, 2020
- Join the Zoom Meeting

Questions or Need Assistance? Please contact City Clerk at aswenson@libertylakewa.gov

1. INVOCATION

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. ROLL CALL

5. AGENDA APPROVAL

6. CITIZEN COMMENTS

7. PRESENTATIONS:

- COVID-19
- Police Department Facility Update

8. MAYOR AND CITY COUNCIL REPORTS & INQUIRIES

9. CITY ADMINISTRATOR REPORT

10. ACTION ITEMS

A. Consent Agenda

i. Approve April 7, 2020 City Council Minutes
ii. Approve April 21, 2020 vouchers in the amount of $659,044.29

B. General Business

i. Approve the Intergovernmental Agreement with Spokane County regarding Commute Trip Reduction Implementation

10. ACTION ITEMS (continued)

ii. Authorize the Mayor to execute the Lochner Supplemental Agreement No. 1 in the amount of $43,876

iii. Confirm Mayor Brickner's reappointment of Ralph Williams to the Spokane County Housing and Community Development Advisory Committee

11. RESOLUTION

Resolution No. 20-271 – Approving an Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement; Authorizing the Execution of Such Agreement; and Providing for Other Matters Properly Relating Thereto

12. INTRODUCTION OF UPCOMING AGENDA ITEMS

13. CITIZEN COMMENTS

14. ADJOURNMENT

PUBLIC COMMENT

If you wish to provide oral public comments during the Council meeting, please register through this link: https://zoom.us/meeting/register/tJAvde6rqjkuGd0JwLT75BElbZFlkXnHQ_96

WRITTEN PUBLIC TESTIMONY

If you wish to provide written public comments for the upcoming council meeting, please email your comments to aswenson@libertylakewa.gov **by 4:00 p.m**. the day of the council meeting and include all of the following information with your comments:

1. The Meeting Date
2. Your First and Last Name
3. If you are a Liberty Lake resident
4. The Agenda Item(s) which you are speaking about

JOIN ZOOM MEETING

To view the meeting live via Zoom Meeting, join the Zoom web meeting:

Meeting Instructions:

To join the Zoom web meeting:
https://zoom.us/j/94227342439?pwd=dlNkSG5xTmxxU3FTcFRrdHdyN214UT09
Meeting ID: 942 2734 2439

Dial-in Phone Number

+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston

Meeting ID: 942 2734 2439

Password: 839070

REPORT

Liberty Lake Municipal Library
March 2020 Report

	2020	**2019**
Checkouts	4343	8716
Renewals	777	1078
ILL	7	29
Lent to CIN	539	1112
eBooks/eAudio	2,068	1668
InHouse	275	675
Freegal	425	209
Database Use	352	212
TOTAL:	**8,786**	**13,699**
Borrowed from CIN	512	1303
Checkins	4,478	8701
Computer Checkouts	142	329
Patron Visits	2,478	4691
New Cards	56	94
Total Cards	7,431	7377
Programs		
Story time	209	518
Outreach Storytime	0	184
1000 Books	0	0
Other Youth Programming	51	162
Teen	9	30
Adult Programs	14	54
TOTAL:	**283**	**948**
Meeting Room (non-library use)	7	21
Proctoring	3	3

The library closed to the public at the close of business on Friday, March 13. Prior to this closure, the library offered regular story times and other programming. After the closure, the library began serving the public online, regularly promoting digital resources like Overdrive/Libby, Flipster, Lynda.com, LearningExpress Library, Mango Languages and World Book. We've added additional resources like TumbleBooks and Kanopy as they've become available. Library staff also regularly communicated with library patrons via Facebook and posted new online resources and activities like the Spring Reading Challenge, Superhero Challenge, and various digital scavenger hunts. Library staff also began exploring how to offer live online programming for the community.

While the library is closed, patrons may keep library materials. They will not accrue any late charges or impact the ability to access online resources. The library book drop remains open and library staff are regularly returning items. Patrons can also sign up for a temporary e-Resources library card online.

Friends of the Liberty Lake Municipal Library Update

- The Friends of the Library have cancelled the Soiree.
- The June Book Sale is still moving forward, but is subject to change.

Upcoming Highlights

The library will remain closed during the month of April.

Library Events

Online Story Time – Mondays & Wednesdays at 10:30 am via Facebook Live
Online Youth Craft – Fridays at 10:30 am via Facebook Live
Spring Reading Challenge – ongoing
Superhero Challenge – ongoing
More online programming for adults and teens to be posted

ACTION ITEMS

CITY COUNCIL MEETING
TUESDAY, APRIL 7, 2020
HELD REMOTELY
22710 E. COUNTRY VISTA DRIVE
7:00 P.M.

Prior to the invocation, Mayor Brickner reviewed the logistics for this evening's meeting which, per Governor Inslee's Order 20-28, dated March 24, 2020, was being held remotely. Invocation then took place.

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

City officials who physically attended the meeting were:

Mayor Brickner, Katy Allen, City Administrator, RJ Stevenson, Finance Director, Jennifer Camp, Operations & Maintenance Director, Brian Asmus, Chief of Police, Ann Swenson, City Clerk, Anita Eylar, Activities and Events, and Todd Henderson, Information Technology.

Rob Haneline, Account Executive, from Ameresco, was also in attendance.

City officials who remotely attended the meeting via Zoom were:

Mayor Pro Tem Kennedy, Council Members Dunne, Folyer, Kaminskas, Kurtz, Langford, and Severs.

The City Attorney called in on the conference line.

AGENDA APPROVAL: Mayor Pro Tem Kennedy moved to approve the agenda. Council Member Kaminskas seconded the motion, which carried unanimously.

COVID-19

The Liberty Lake Police Chief gave a high-level briefing on the COVID-19 response from regional and local levels. The Mayor then turned the floor over to the Finance Director, who reported on the city's financial strategy in response to the pandemic.

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MAYOR AND CITY COUNCIL REPORTS & INQUIRIES

Councilman Dunne reported that Washington Trust Bank has been in thorough of implementing the federal government's Paycheck Protection Program, translating to small business loans that help businesses keep their workforce employed during the Coronavirus. He said the time is now for small businesses to visit with potential bankers.

Mayor Pro Tem Kennedy reported that Blue Dog RV closed their Spokane Valley operations and moved them to Post Falls. He noted the City has an RV dealership that has several other stores throughout the United States and cautioned about relying heavily on the RV sales for tax revenue.

Councilman Langford reported on his participation at the Association of Washington Cities' Nominating Committee Meeting via Zoom. There was discussion about the upcoming AWC Convention to be held in either Spokane or Yakima. He said he doesn't know if the convention will be held this year. Elections of board positions will take place either by social media or via Zoom. He noted the closures of hotels that host conventions is also of concern and commended the Mayor and city staff for their proactive approach to guarding the city's resources.

Mayor Brickner reported the Chief of Police compared call responses from this year to last year at this time and was proud to announce there have been no increases in crime. He also acknowledged how proud he is of the community's approach in taking responsibility to help during this pandemic. He asked for and encouraged continued support of local businesses.

CITY ADMINISTRATOR REPORT

The City Administrator turned the floor over to the Operations & Maintenance Director, who spoke about the Energy Service Proposal from Ameresco that was previously provided to the councilmembers via email for review. She introduced Rob Haneline from Ameresco and they both addressed council questions regarding the proposal. Additional follow up information will be provided regarding the proposal, and this will be brought back for council's consideration during their May 5th meeting. The City Administrator resumed the floor and spoke about the council retreat that was tentatively scheduled for April 19th. After brief discussion, Mayor Pro Tem Kennedy moved to defer the City Council's retreat until further notice. Councilman Langford seconded the motion, which carried unanimously. The City Administrator then gave an update on COVID-19 regarding communication with employees and the community. She announced all city programs and events have been cancelled through May 4th. She gave an update on the installation of Avista Smart Meters in Liberty Lake, slated between June 22nd and August 10th. In closing, she announced the construction contracts for the Washington State Department of Transportation are currently on hold. There has been no notification from the state that the transportation funding has changed and City projects for Henry Road and the Harvard Road widening are still moving forward unless something changes in the future.

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ACTION ITEMS

Consent Agenda

Mayor Pro Tem Kennedy moved to approve action item 10Ai, approving the March 17, 2020 special meeting city council minutes and the March 17, 2020 regular city council meeting minutes. Council Member Kaminskas seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to approve action item 10Aii, approving the April 7, 2020 vouchers in the amount of $234,132.35. Council Member Kaminskas seconded the motion, which carried unanimously.

A/P check numbers were 29795 through 29874, totaling $217,592.77. EFTs totaled $16,539.58.

General Business

Mayor Pro Tem Kennedy moved to authorize the Mayor to sign the On Call Agreement with Greenleaf Landscape for certified arborist services in an amount not to exceed $35,000. Council Member Langford seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to authorize the Mayor to sign the On Call Agreement with Greenleaf Landscape for landscape maintenance services in an amount not to exceed $35,000. Council Member Kaminskas seconded the motion, which carried unanimously.

Mayor Pro Tem Kennedy moved to approve Harvest Parkway Roundabout repairs in the amount of $8,712, to be reimbursed by the insured agency. Council Member Kaminskas seconded the motion, which carried unanimously. NOTE: Councilman Langford did not vote on this item.

At approximately 8:18 p.m. Councilmember Langford dropped out of the meeting. He rejoined the meeting at 8:23 p.m.

RESOLUTIONS

The City Clerk read, by title only, Resolution No. 20-269, authorizing the adoption of the Spokane County Multi-jurisdiction Hazard Mitigation Plan.

Mayor Pro Tem Kennedy moved to adopt Resolution No. 20-269, seconded by Council Member Kaminskas. Motion carried unanimously.

The City Clerk read, by title only, Resolution No. 20-270, providing for the disposal of certain inventory items deemed to be surplus to the reasonably foreseeable needs of the City of Liberty Lake, Washington.

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Mayor Pro Tem Kennedy moved to adopt Resolution No. 20-270, seconded by Council Member Severs. Motion carried unanimously.

The City Clerk read, by title only, Resolution No.02-048E, amending Resolution No. 02-048D passed by the City Council on November 20, 2018, entitled “A Resolution Adopting a Financial Management Policy for the City of Liberty Lake, Washington”.

Mayor Pro Tem Kennedy moved to adopt Resolution No. 02-048E. Council Member Severs seconded the motion, which carried unanimously.

INTRODUCTION OF UPCOMING AGENDA ITEMS

The City Administrator reviewed the upcoming agenda items for the April 21st City Council meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at 8:25 p.m.

These minutes were approved April 21, 2020.

_____

Shane Brickner, Mayor
City of Liberty Lake

_____

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

DRAFT

City of Liberty Lake

Consent Agenda for April 21, 2020
City Council Meeting

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

Payee	Description		Amount
	See attached voucher report.		
Total vouchers through April 21, 2020			$192,600.73
9-Apr-20 State of Washington		Check No. 29875	$ 51,606.22
March 2020 Payroll & Benefits			$414,837.34
		TOTAL	**$659,044.29**

RECOMMENDATION: Approve and Authorize for Payment

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

SIGNATURES:

City Clerk

Mayor

Finance Committee

CHECK REGISTER

CCTY *OF* LIBERTY LAKE — Time: 08:04:02 Date: 04/09/2020

MCAG #: 2757 — 04/09/2020 To: 04/09/2020 — Page:

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1325	0 /09/2020	Claim	3	29875	STATE OF WA HINCTON	51,606.22	I ITED GLI I;'IIC PA\'i\IET OF RETA INAGE
		31 1 - 59-t 76 62 02 - Capital Expenditures - Buildin!				51,606.22	TH IR RIG REBUILD PROJ
		31 1 REET 2 Special Capital Projects Fund				51,606.22	
					–Claims:	51	51 ,606.22
						,606.22	

"L the undersigned, do hereby certify under penalty of perjury that the materi als have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursua nt to a contract or is available as an option for ful l or partial fulfillment of a contractual obligation, and that the claim ajust , due and unpaid obligation aga i nst the Ci ty of Libe1ty Lake, and that lam au t rizcd authenticate and certify to said claim."

City Clerk — Date: '-{ 10 .}()_2(;}___

"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 lam authorized to certify to said claim."

City Clerk — Date

04/09/2020
Manual Check
State of Washington, Department of Revenue, prior
2/1/2020 1 k 1 meeting.
Ann Marie Gale
City Treasurer

CHECK REGISTER

CITY OF LIBERTY LAKE — Time: 14:08:38 Date: 04/15/2020

MCAG#:2757 — 04/21/2020 To: 04/21/2020 — Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1345	04/2112020	Claims	3	EFT	BEST BUY BUSINESS ADVANTAGE ACCOUNT	980.09	ASUS LAPTOP FINANCE DIR
		00I - 594 14 64 00 - Finance-Furniture,Computers&				980.09	
1346	04121/2020	Claims	3	EFT	BTAC ACQUISITION CORP	896.02	BOOKS
		00I- 572 20 34 06 - Library Books & Other Materi;				896.02	
1347	04/2112020	Claims	3	EFT	CALLAWAY	543.62	GOLF BALLS
		420 - 576 61 34 01 - Pro Shop Merchandise				543.62	
1348	04/21/2020	Claims	3	EFT	CINTAS CORPORATION NO 3	95.30	MAT SVC 3/30,4/6/2020
		420 - 576 61 4 1 03 - Facilities - Professional Servict				95.30	
1349	04/21/2020	Claims	3	EFT	CITY SERVICE VALCON-CREDIT CARD	1,067.61	FUEL
		110 - 542 66 32 00 - Snow And Ice Control Fuel				484.18	
		110 - 542 90 32 00 - Maint Admin & Overhead Fuel				583.43	
1350	04/21/2020	Claims	3	EFT	LIBERTY LAKE SEWER AND WATER DISTRICT	1,812.65	UTILITES MAR 2020
		1 1 - 518 30 47 00 - Central Services-Utility Service				39 1.75	CITY HALL
		2 - 5I8 30 47 00 - Central Services-Utility Servic1				42.60	CITY HALL IRR
		001 - 521 50 47 00 - Law Enforcement - Utility Sen				I08.12	LLPD/LLML BLDG
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				56.80	HARVARD RD IRR
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,V				14.20	MISSION&MOLTER IRR
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,V				14.20	VISTAS IRR #7
		4I0 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				14.20	VISTAS IRR #5
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				14.20	MDWD VISTAS IRR8 PID 55142.1425
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				14.20	MDWD VISTAS IRR6 PIO 55142.1708
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				14.20	MOLTER CV IRR
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				14.20	1220 N LIBERTY LAKE DR IRR!
		4IO- 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				42.60	WOODBROOK TR B
		4IO - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				42.60	VISTAS 4 TR C
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,V				14.20	LIBERTY LAKE RD 1RR22 PID 55 152.9136
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,\l				56.80	MISSION/MOLTER ROUNDABOUT
		410 - 542 30 47 00 - Roadway - Utilities-Elec/Gas,V				14.20	MISSION&SIGNAL IRR
		110 - 542 30 47 0I - Roadway - Utility Services				42.60	APPLEWAY IRR (B)
		00 1 - 572 50 47 00 - Library Building Utilities-Elec1				48.58	LLPD/LLML BLDG
		420 - 576 61 47 00 - Golf Utilities-EJec/Gas,Wtr/Sv.				368.60	TRAILHEAD GOLF COURSE
		1 I - 576 80 47 15 - Ballfields Utilities-Elec/Gas,W				78.35	BALLFIELDS DRINKING FOUNTAIN/RESTROOMS
		2 - 576 80 47 25 - Pavillion Park Utilities-Elec/G;				78.35	PAVILLION PARK RESTROOM/SPLASH PAD
		1 I - 576 80 47 35 - Town Square Utilities-Blee/Ga				78.35	TOWN SQ PARK
		2 - 576 80 47 35 - Town Square Utilities-Elec/Ga!				56.80	TOWN SQ PARK IRR
		001 - 576 80 47 55 - Rocky Hill Park Utilities-Elec/1				78.35	ROCKY HILL PARK RESTROOMS
		001 - 576 80 47 55 - Rocky Hill Park Utilities-Elec/1				56.80	ROCKY HILL PARK IRR
		001 - 576 80 47 55 - Rocky Hill Park Utilities-Elec/•				56.80	ROCKY HILL PARK WINROCK&MISSION IRR
1351	04/21/2020	Claims	3	EFT	LOWES	81.73	A 'GLE GRJNOER REPLACEMENT
		1 10 - 542 90 31 00 - Maint Admin & Overhead Sup1				27.25	
		420 - 576 61 3 1 03 - Maintenance Supplies				27.24	
		00I - 576 80 31 0I - Parks Supplies				27.24	
1352	04/2112020	Claims	3	EFT	MASTERCARD	3,306.29	MATERIALS

CHECK REGISTER

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		00I - 51I 60 49 00 - Legislative-Dues, Subscriptions				40.00	K ENNEDY,MI KE 2020 STATE OF THE COUNTY ADDRESS
		00l - 514 23 41 00 - Admin istrative Services-Profes				48.26	DROPBOX,ZOOM,ANNUAL FEE
		1 I - 514 23 49 01 - Adm in istrative Services-Dues,				40.00	SACCO,TRICIA EMPLOYEE HAN DBOOK TRNG
		001 - 518 30 30 19 - COVID-19 Supplies				66.07	COVID-19DISINFECTANT
		001 - 518 30 30 19 - COVID-19 Supplies				29.33	COV ID-19 DISINFECTANT
		001 - 518 30 30 19 - COVID-19 Supplies				l11.0I	COVID-19 BALLS FOR TPOSTS
		2 - 5l8 30 30 l9 - COVID-19 Supplies				49.10	COVID--19 BALLS FOR TPOSTS
		001 - 521 l0 4 I 00 - Law Enforcement-Professional				57.00	ANNUAL FEE
		1 I - 558 50 41 00 - CP&ED-Professional Services				19.00	ANNUAL FEE
		2 - 558 50 41 00 - CP&ED-Professional Services				19.00	ANNUAL FEE
		1 I - 558 50 42 00 - CP&ED-Telephone,lnternet,Po				7.70	L&I CLOSEOUT PAPERWORK TH IRRIG
		2 - 558 50 43 00 - CP&ED Travel-Lodging,Meal5				l,08 1.04	fNSPECTO RS LEAVENWORTH TRNG HOTEL
		00I - 572 l0 31 00 - Library Supplies				5.94	PROCESS SUPPLIES
		00I - 572 l0 31 05 - Children & Adult Prgrm Suppli				49.68	
		001 - 572 10 31 05 - Children & Adult Prgrm Suppli				1 18.63	SPOTIFY,MEET UP
		00I - 572 10 41 00 - Library-Professional Services				38.00	ANN UAL FEE
		420 - 576 61 31 00 - Pro Shop Supplies				220.40	DISPLAY H ARDWARE
		420 - 576 61 31 03 - Maintenance Supplies				580.95	NEW HUSTLER STRIPER
		420 - 576 61 31 03 - Maintenance Supplies				259 .95	VERTICUTTER SEAT
		001 - 576 80 31 0I - Parks Supplies				222.76	HUSTLER BLADES
		00J - 576 80 31 0I - Parks Supplies				53.73	ZERO TURN SCAG STRIPER WHEEL
		1 I - 576 80 4J 00 - Parks-Professiona l Services				19.00	ANNUAL FEE
		2 - 576 80 41 00 - Parks-Professional Services				19.00	ANNUEL FEE
		00I - 576 80 43 00 - Parks Travel-Lodging,Meals,M				75.00	PLANE TICKET CANCEL DUE TO COVID-19
		00I - 576 80 43 00 - Parks Travel-Lodging,Meals,M				75.74	SLOCU M,TREVOR SPORTS TU RF TRNG
1353	04/21/2020	Claims	3	EFT	O'REILLY AUTO PARTS		disc allowed on inv 3751203360
1354	04/21/2020	Claims	3	EFT	SITEONE LANDSCAPE SUPPLY LLC	931.20	MATERIALS
		410 - 542 40 31 00 - Drainage Supplies				227.90	SWA LE I RRI G REPA IR
		110 - 542 70 31 0I - Roadside Supplies				286.69	IRRlG SUPPLIES
		420 - 576 65 31 OJ - Maintenance Of Golf Course				34.52	1RR1G REPAIR SUPPLIES
		001 - 576 80 3 1 0 1 - Parks Supplies				191.05	SPRINKLER HEADS
		001 - 576 80 31 15 - Ballfields Supplies				191.04	SPRINKLER HEADS
1355	04/2112020	Claims	3	EFT	STATE OF WASHI NGTON	2,028.72	QI 2020 USE TAX
		001 - 51 1 60 31 00 - Legislative Supplies				3.54	FOLYER,KURTZ,KENN EDY NAME PLATES
		00I - 513 10 3I00 - Executive Suppl ies				2.05	CITY I D COUNCIL MEMBERS FOLYER,KU RTS
		00I - 513 10 31 00 - Executive Supplies				0.71	
		00I - 513 10 31 00 - Executive Supplies				1.18	MAYOR NAME PLATE
		00I - 518 30 3 I 00 - Central ized Services Supplies				89.80	
		1 I - 518 30 4 1 00 - Central Services-Professional				53.04	
		2 - 518 30 41 00 - Central Services-Professional				427.20	
		00I - 521 I041 00 - Law Enforcement-Professional				53.04	
		001 - 521 I041 00 - Law Enforcement-Professional				267.27	
		00I - 52 1 50 41 00 - Law Enforcement Build ing-Pre				5.51	
		110 - 542 70 41 00 - Roadside Professional Services				53.40	SUBSCRI PTION IRRIG CLOCKS
		1 10 - 542 90 41 00 - Main t Adm in & Overhead Prof				2.05	
		110 - 542 90 41 00 - Maint Admin & Overhead Prof				7.92	
		1 I - 558 50 3l 00 - CP&ED Supplies				28.39	
		2 - 558 50 41 00 - CP&ED-Professional Services				3.65	3 NAM E PLATES 2X8

CHECK REGISTER

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 572 10 31 00 - Library Supplies			4.04	
		001 - 572 10 31 00 - Library Supplies			1.25	PERCY, JOANN CITY ID
		001 - 572 10 31 00 - Library Supplies			6.30	
		001 - 572 10 31 05 - Children & Adult Prgrm Suppli			48.32	
		001 - 572 10 31 05 - Children & Adult Prgrm Suppli			1.34	
		001 - 572 10 41 00 - Library-Professional Services			53.04	
		001 - 572 10 41 01 - Software Maint/data Ba			16.02	
		1 - 572 20 34 06 - Library Books & Other Materi;			1.78	
		2 - 572 20 34 06 - Library Books & Other Materi;			1.78	
		001 - 572 20 34 06 - Library Books & Other Materi<			1.44	
		001 - 572 20 34 06 - Library Books & Other Materi;			298.49	
		001 - 572 20 34 06 - Library Books & Other Materii			3.56	KAZOO MAGAZINE
		420 - 576 61 31 00 - Pro Shop Supplies			-16.15	DISCOUNT
		420 - 576 61 31 00 - Pro Shop Supplies			403.70	
		420 - 576 61 41 00 - Golf Pro Shop-Professional Se1			32.49	
		001 - 576 80 31 01 - Parks Supplies			0.90	GATOR I BATTERY
		001 - 576 80 41 00 - Parks-Professional Services			2.58	PARKS COMMISSIONER NAME PLATES
		001 - 576 80 41 00 - Parks-Professional Services			1.25	
		311 - 594 18 60 01 - Capital Expenditures/Expenses			26.76	
		311 - 594 18 60 01 - Capital Expenditures/Expenses			26.96	
		311 - 594 18 60 01 - Capital Expenditures/Expenses			24.66	
		1 - 594 21 64 02 - Law Enforcement-Furniture,Cc			6.68	
		2 - 594 21 64 02 - Law Enforcement-Furniture,Cc			18.52	SECURITY GUN CABINET
		001 - 594 72 64 00 - Libra1y-Fumiture,Computers&			64.26	TECH SOUP LICENSES/SOFTWARE
1356 04/21/2020	Claims	3		EFT STATE OF WASHINGTON	4,035.81	TII B&O/SALES TAX MAR 2020
		420-576 61 40 00-Business & Occupation, Sales'			4,035.81	
1357 04/21/2020	Claims	3		EFT STERICYCLE INC	10.36	ON-CALL
		001 - 521 10 41 00 - Law Enforcement-Professional			10.36	
1358 04/21/2020	Claims	3		EFT WASHINGTON STATE DEPT OF REVENUE	1,027.20	QI 2020 LEASEHOLD EXCISE TAX RETURN
		420 - 576 61 40 01 - Restaurant Lease Leasehold Ex			1,027.20	
1359 04/21/2020	Claims	3		EFT WASTE MGMT OF SPOKANE	355.15	PW VARI> GARBAGESVC
		110 - 542 90 47 00 - Maint Admin & Overhead Utili			355.15	
1360 04/21/2020	Claims	3		EFT WEX BANK-CHEVRON	2,688.32	FUL3/7-4/6/2020
		001 - 514 23 32 00 - Administrative Services Fuel C			18.47	
		001 - 518 30 32 00 - Central Services Fuel Consume			100.65	
		001 - 521 10 32 00 - Law Enforcement Fuel Consun			1,906.12	
		110 - 542 90 32 00 - Maint Admin & Overhead Fuel			59.80	
		001 - 558 50 32 00 - CP&ED Fuel Consumed			136.38	
		420 - 576 61 32 00 - Golf Course-Fuel Consumed			74.93	
		001 - 576 80 32 00 - Parks Fuel Consumed			391.97	
1361 04/21/2020	Claims	3		EFT WILBUR-ELLIS COMPANY LLC	5,263.56	MATERIALS
		410 - 542 40 31 00 - Drainage Supplies			497.99	SIX TRON FERTILIZER
		420 - 553 60 31 20 - Weed Control Supplies			736.37	
		001 - 576 80 31 15 - Ballfields Supplies			1,222.34	SIX IRON FERTILIZER
		001 - 576 80 31 25 - Pavillion Park Supplies			1,086.53	SIX IRON FERTILIZER
		001 - 576 80 31 45 - Orchard Park Supplies			679.08	SIX IRON FERTILIZER
		001 - 576 80 31 55 - Rocky Hill Park Supplies			1,041.25	SIX IRON FERTILIZER
1413 04/21/2020	Claims	3		EFT O'REILLY AUTO PARTS	143.04	MATERIALS
		110 - 542 70 31 01 - Roadside Supplies			52.25	ZERO TURN PARTS
		110 - 542 90 31 00 - Maint Admin & Overhead Sup1			30.26	SHOP SUPPLIES
		420 - 576 61 31 03 - Maintenance Supplies			30.26	SHOP SUPPLIES

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 576 80 31 01 - Parks Supplies				30.27	SHOP SUPPLIES
1362	04/21/2020	Claims	3	29876	ACRANET	379.50	BACKGROUND CHECKS MAR 2020
		1 1 - 514 23 41 00 - Administrative Services-Profes				34.50	IT TECH
		2 10 - 542 90 41 00 - Maint Admin & Overhead Prof				58.00	
		420 - 576 65 41 00 - Professional Services-Golf Gre				287.00	
1363	04/21/2020	Claims	3	29877	ACUSHNET COMPANY	98.23	PRO SHOP ITEMS
		420 - 576 61 34 01 - Pro Shop Merchandise				98.23	
1364	04/21/2020	Claims	3	29878	AED AUTHORITY	585.00	ANNUAL AED CONCIERGE PROGRAM
		001 - 518 30 41 00 - Central Services-Professional				390.00	
		420 - 576 61 41 03 - Facilities - Professional Servict				195.00	
1365	04/21/2020	Claims	3	29879	ALBERTSONS/SAFEWAY	25.86	MATERIALS
		001 - 572 10 31 05 - Children & Adult Prgrm Suppl				25.86	
1366	04/21/2020	Claims	3	29880	KATHRYN D ALLEN	94.91	MILEAGE FEB-MAR 2020,PARKING FEB 2020
		001 - 513 10 43 00 - Executive Travel-Lodging,Mea				94.91	
1367	04/21/2020	Claims	3	29881	AMERICAN ON-SITE SERVICES	778.25	WINTER RR 3/1-20/2020PP,RHP,TS,BALLFIELDTH,3/1-31/20200RCHARD PARK,PW YARD
		110 - 542 90 41 00 - Maint Admin & Overhead Prof				213.88	
		420 - 576 65 41 00 - Professional Services-Golf Gre				38.71	
		001 - 576 80 41 15 - Ballfields-Professional Service				38.71	
		001 - 576 80 41 25 - Pavillion Park-Professional Ser				158.07	
		001 - 576 80 41 45 - Orchard Park-Professional Seri				245.00	
		001 - 576 80 41 55 - Rocky Hill Park-Professional S				41.94	
		001 - 576 80 41 55 - Rocky Hill Park-Professional S				41.94	
1368	04/21/2020	Claims	3	29882	ARROW CONSTRUCTION SUPPLY INC	206.26	COLD ILX
		110 - 542 30 31 00 - Roadway Supplies				206.26	
1369	04/21/2020	Claims	3	29883	AVISTA UTILITIES	11,516.48	UTILITIES 2128-3/30/2020
		001 - 518 30 47 00 - Central Services-Utility Servic1				1,117.30	CITY HALL
		001 - 518 30 47 00 - Central Services-Utility Servic1				181.05	CITY HALL-LITTLE HOUSE
		1 1 - 518 30 47 00 - Central Services-Utility Servic1				659.51	PUBLIC WORKS YARD
		2 - 518 30 47 00 - Central Services-Utility Servic1				33.64	COMMUNITY MESSAGE BOARD
		001 - 521 50 47 00 - Law Enforcement - Utility Sen				1,547.01	LLML/LLPD BLDG
		110 - 542 63 47 00 - Street Lighting - Utility Servict				4,625.97	STREET LIGHTS
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				92.50	MOLTER & APPLEWAY SIGNAL
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				64.15	APPLEWAY & LLAKE RD SIGNAL
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				67.83	LLAKE RD & CVISTA SIGNAL
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				22.88	SCHOOL SPEED SIGN
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				34.02	HARVARD RD ROUNDABOUT
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				20.60	APPLEWAY & MADSON TRFC LIGHT
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				40.98	SIGNAL/APPLEWAY TRAFFIC SIGNAL
		110 - 542 64 47 00 - Traffic Control Devices-Elec/G				23.51	MISSION/MOLTER ROUNDABOUT
		110 - 542 70 47 00 - Roadside Utilities				21.23	HARVARD & INDIANA IRRIG CLOCK
		110 - 542 70 47 00 - Roadside Utilities				26.93	HARVARD RD MONUMENTS
		110 - 542 70 47 00 - Roadside Utilities				20.86	1425 N LIBERTY LAKE RD SPRINKLER
		110 - 542 70 47 00 - Roadside Utilities				21.23	23104 E APPLEWAY AVE SPKL1RR1G CLOCK
		110 - 542 70 47 00 - Roadside Utilities				21.23	22427 E APPLEWAY AVE SPKL IRRIG CLOCK
		001 - 572 50 47 00 - Library Building Utilities-Elec1				695.04	LLML/LLPD BLDG

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		420 - 576 61 47 00 - Golf Utilities-Elec/Gas,Wtr/Sv.				1,403.63	TRAILHEAD UNIT 2
		420 - 576 6 1 47 00 - Golf Utilities-Elec/Gas,Wtr/Sv.				80.84	TRAILHEAD PUMP
		1 1 - 576 80 47 15 - Ballfields Utilities-Elec/Gas,W				76.04	LIBERTY LAKE BALL FIELD 23820 E BOONE AVE
		2 - 576 80 47 25 - Pavillion Park Utilities-Elec/Gi				202.77	PAYTLLTON PARK JRRIGATION
		001 - 576 80 47 25 - Pavillion Park Utilities-Elec/G;				20.60	PP PUMP @ MEADOWWOOD GC
		001 - 576 80 47 35 - Town Square Utilities-Elec/Ga:				1 35.68	TOWN SQ PARK LIGHTS
		001 - 576 80 47 45 - Orchard Park Utilities-Elec/Ga				213.53	20300 E INDIANA AVE ORCHARD PARK
		001 - 576 80 47 55 - Rocky Hill Park Utilities-Elec/•				45.92	ROCK HILL PARK-IRRJGATION
1370	04/21/2020	Claims	3	29884	AW REHN & ASSOCIATES	1,242.63	SERVICES
		00 I - 514 23 41 00 - Administrative Services-Profes				152.00	HRA MO ADMIN FEE MAR 2020
		502 - 517 30 29 00 - Health Insurance Services				868.86	EMPLOYER FUNDING NOTIFICAT!ON 3/31-4/5/2020
		502 - 517 30 29 00 - Health Insurance Services				22 1.77	EMPLOYER FUNDING NOTI FJCATION 4/10-4/12/2020
1371	04/21/2020	Claims	3	29885	BATTERIES PLUS BULBS	50.24	TOP DRESSER BATIrnY
		420 - 576 61 3 1 03 - Maintenance Supplies				I0.00	
		420 - 576 61 31 03 - Maintenance Supplies				40.24	
1372	04/211 2020	Claims	3	29886	BITCO SOFTWARE LLC	10,890.00	PERM ITrRAX ANNUA L MAINTEI'ANCE FEE
		00 I - 558 50 41 00 - CP&ED-Professional Services				I 0,890.00	
1373	04/21/2020	Claims	3	29887	BTAC ACQUISITION CORP	6.54	LEASED BOOK PUI{CIJASE
		1 I - 572 20 34 06 - Library Books & Other Materii				6.54	
1374	04/21/2020	Claims	3	29888	CANNON HILL INDUSTRIES INC	525.00	WOOD REMOVAL BIN
		210 - 542 30 41 OI - Roadway - Professional Servic<				262.50	
		001 - 576 80 4 1 00 - Parks-Professional Services				262.50	
1375	04/21/2020	Claims	3	29889	CENTRAL PRE MIX CONCRETE CO	437.29	MATERIALS
		420 - 576 65 31 0 1 - Maintenance Of Golf Course				437.29	SAND
1376	04/2 1/2020	Claims	3	29890	CENTURYLINK	83.78	TH PHONE
		420 - 576 61 42 OJ - Golf Pro Shop-Telephone,lnter				83.78	
1377	04/21/2020	Claims	3	29891	COEUR D ALENE PAVING INC	275.44	CRUSHED ROCK
		410 - 542 40 31 00 - Drainage Supplies				275.44	
1378	04/21/2020	Claims	3	29892	COOPERATIV E IN FORMATION NETWORK	268.32	CJN LIBRARY CARDS
		00I - 572 I0 31 00 - Libra•)' Supplies				268.32	
1379	04/2 1/2020	Claims	3	29893	COUNTRY VISTA CAR WASH	]10.00	22 WASHES
		00I - 521 I0 48 00 - Vehicle Maintenance				110.00	
1380	04/21/2020	Claims	3	29894	DEMCO SOFTWA RE	450.00	WANDOO READER SUBSCRIPTION 4/10/2020-4/9/202 1-REIM BURSE BY FRIENDS OF THE LIBRA RY
		00I - 572 I0 31 05 - Children & Adult Prgrm Suppli				450.00	
1381	04/21/2020	Claims	3	29895	EAST FARM FEED	45.36	GOAT I-IAY
		001 - 576 80 31 0 1 - Parks Supplies				45.36	
1382	04/211 2020	Claims	3	29896	EVANS CRAVEN & LACKrE PS	5,500.00	PROF SVCS 2/24-3/23/2020
		00I - 515 41 41 00 - External Legal Services - Cons				5,500.00	

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1383	04/21/2020	Claims	3	29897	EVERGREEN STATE TOWING	339.77	PATROL CAR VS DEER
		001 - 521 JO 41 00 - Law Enforcement-Professional				339.77	
1384	04/21/2020	Claims	3	29898	EXECUTECH UTAH LLC	3,643.52	SERVICES
		001 - 518 80 41 00 - Information Technology Servic				705.67	0365:PROPLUS 3113/2020-3112/2021
		1 I- 51 88041 00 - Information Technology Servic				2,937.85	OVERAGE HOURS
1385	04/21/2020	Claims	3	29899	FISHERS TECHNOLOGY	29.77	CONTRACT OVERAGE CHARGE 3/12-4/11/2020
		2 - 572 JO 41 00 - Library-Professional Services				29.77	
1386	04121/2020	Claims	3	29900	HEMPHILL BROTHERS JNC	805.00	DELIVER BUNKER SAl'iD
		420 - 576 65 31 0J - Maintenance Of Golf Course				805.00	
1387	04/2112020	Claims	3	29901	HORIZON	936.12	MATERIALS
		110 - 542 70 3IO 1 - Roadside Supplies				255.16	REPLACEMENT CONTROLLER
		420 - 576 61 31 03 - Maintenance Supplies				300.44	IRRIG REPLACEMENT NOZZLES
		420 - 576 65 31 OJ - Maintenance Of Golf Course				10.26	IRRIG FITTINGS
		420 - 576 65 31 01 - Maintenance Of Golf Course				370.26	IRRIG WIRE
1388	04/21/2020	Claims	3	29902	LANE MOUNTAIN	1,577.96	ACB BUNKER SANO
		420 - 576 65 31 01 - Maintenance Of Golf Course				1,577.96	
1389	04/21/2020	Claims	3	29903	NATIONAL BARRICADE CO	384.20	SERVICES
		110 - 542 64 31 00 - Traffic Control Devices Suppli1				137.16	MERGE LIKE ZIPPER
		110 - 542 64 31 00 - Traffic Control Devices Suppl ii				27.17	TRAFFIC SIGN
		110 - 542 64 31 00 - Traffic Control Devices Suppli1				158.89	SIGNS
		110 - 542 64 41 00 - Traffic Control Devices-Profes:				60.98	BLOCK NUMBERS
1390	04/21/2020	Claims	3	29904	NORTH 40 OUTFITTERS	58.77	GOAT FEED
		001 - 576 80 31 01 - Parks Supplies				58.77	
1391	04/21/2020	Claims	3	29905	NORTHWEST BUSINESS STAMP	14.00	PHOTO ID BADGE TODD HENDERSON
		001- 518 80 41 00 - Information Technology Servic				14.00	
1392	04/21/2020	Claims	3	29906	PACIFIC GOLF & TURF LLC	893.83	PARTS
		420 - 576 61 31 03 - Maintenance Supplies				423.77	*TOP* DRESSER PARTS
		420 - 576 61 31 03 - Maintenance Supplies				470.06	MOWER REEL
1393	04/21/2020	Claims	3	29907	PARAMETRIX	630.00	PAVILLION PARK IRRIG REDESIGN CFPA-1
		310 - 594 76 63 09 - Capital Expenditures - Other Ir				630.00	
1394	04/2112020	Claims	3	29908	PETTY CASH	21.71	REPLENISH PETTY CASH
		001 - 513 I0 31 00 - Executive Supplies				21.71	STAFF MTG SNACKS/WATER
1395	04/21/2020	Claims	3	29909	PLANET TURF	4,434.41	MATERIALS
		420 - 576 65 31 OJ - Maintenance Of Golf Course				3,476.09	
		001 - 576 80 31 0I - Parks Supplies				958.32	FERTILIZER
1396	04/2112020	Claims	3	29910	PROTECTION FrRST	447.58	PATROLRIFLEREPAIR
		001 - 521 I0 35 00 - Law Enforcement Small Tools				447.58	
1397	04/21/2020	Claims	3	29911	PTERA INC	2,949.96	SVCS APR 2020
		1 l - 518 30 42 00 - Central Services - Communicat				1,543.77	INTERNET,FIBER/CROSS CONNECT,PHONES,VOLP
		2 - 521 I0 42 00 - Law Enforcement-Telephone,J1				587.65	INTERNET,VOIP,PARK CAMERA RH&BF
		110 - 542 90 42 00 - Maint Admin & Overhead Tele				119.00	INTERNET,VOrP,CAMERA
		00I - 572 I0 42 00 - Library-Telephone,lnternet,Pos				427.85	INTERNET,VO[P,PHONES
		420 - 576 61 42 01 - Golf Pro Shop-Telephone,lnter				130.69	INTERNET,VOIP

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		00I- 576 80 4125 - Pavillion Park-Professional Se1				10.00	PARK CAMERA
		00 I - 576 80 41 35 - Town Square-Professional Sen				10.00	PARK CAMERA
		00 l - 576 80 4 1 45 - Orchard Park-Professional Seri				10.00	PARK CAMERA
		00 1 - 576 80 42 15 - Ballfields-Telephone.Inte met,P				34.50	PARK CAMERAS/IRRIGATlON
		1 1 - 576 80 42 45 - Orchard Park-Telephone,l n tern				42.00	PARK CAtvfERAS/lRRfGATION ORCHARD PARK
		2 - 576 80 42 55 - Rocky Hill Park-Telephone,l nt•				34.50	PARKCAMERAS/I RRlGATION
1398	04/21/2020	Claims	3	29912	SHOWCASES	5.12	SHIPPING/lIANDLING
		00I - 572 I0 3I 00 - Library Supplies				5.12	
1399	04/21/2020	Claims	3	29913	SKJDRIL IN DUSTRI ES LLC	74.50	POST POUN DER PARTS
		00 1 - 576 80 3 1 01 - Parks Supplies				74.50	
1400	04/21/2020	Claims	3	29914	SPOKANE COUNTY ENVIRONMENTAL SERVICES	48.01	SEWER SVC FEES
		1 I - 576 80 47 45 - Orchard Park U til ities-Elec/Ga				48.01	
1401	04/21/2020	Claims	3	29915	SPOKANE COUNTY TREASURER	54,156.34	SERVICES
		2 - 5 1 9 70 40 00 - Sheriff (EMS Agreement)				51,048.00	LAW ENFORCEME NT SVCS APR-JUNE 2020
		1 1 - 519 70 40 00 - Sheriff (EMS Agreemen t)				2,288.39	Ql 2020 EMERGENCY MGMT SVCS
		2 - 521 10 41 00 - Law Enforcement-Professional				86.60	TECH SVC
		00 1 - 566 10 40 00 - Alcoholism Treatment				733.35	Ql 2020 LIQUOR PROFITS/EXCISE
1402	04/21/2020	Claims	3	29916	SPOKAN E VALLEY FIRE DEPT	88.00	SERVICES
		00I - 558 50 40 0I- CP&ED Protective Jnspection 1				88.00	FIRE ALARM PLAN CHECK F5 NETWORK
1403	04/21/2020	Claims	3	29917	SUN MOUNTA IN SPORTS	916.00	PRO SHOP ITEMS
		420 - 576 61 34 0I - Pro Shop Merchandise				916.00	
1404	04/21/2020	Claims	3	29918	THE HOM E DEPOT PRO	139.71	SU PPLIES
		001 - 5 18 30 30 19 - COVID-19 Supplies				56.30	COVID-19 HAN D SANITIZER
		001 - 518 30 31 00 - Centralized Services Supplies				83.41	SANITIZJNG SUPPLIES
1405	04/21/2020	Claims	3	29919	THE SPOKESM AN REVIEW	291.20	CH 26 WK SUBSCRIPTION
		001 - 514 23 49 0I - Administrative Services-Dues,				29 1.20	
1406	04/21/2020	Claims	3	29920	THE UPS STORE #3037	61.53	RET'D COBRA CLUBS
		420 - 576 61 42 0 1 - Golf Pro Shop-Telephone,lnter				6 1.53	
1407	04/21/2020	Claims	3	29921	TIRE-RAMA	1,355.79	SERVICES
		001 - 52 1 10 48 00 - Vehicle Maintenance				976.68	LLPD01,LLPD19,'15 EXPLOR.ER,'14&'1 8 INTERCEPTOR TIRES,LOF
		001 - 52 1 10 48 00 - Veh icle Maintenance				98.70	'07 HYUNOIA STALLJNG ISSUES
		I10 - 542 90 41 00 - Maint Admin & Overhead Prof				45.97	'19 F-250 LOF
		1 I - 558 50 41 00 - CP&ED-Professional Services				78.47	'18 RAM LOF
		2 - 576 80 41 00 - Parks-Professional Services				II0.91	'16 RAM,'04 EXPLORER ,'03 SONOMA LOF
		1 I - 576 80 41 00 - Parks-Professional Services				45.06	DUMP TRUCK LOF
1408	04/2 1/2020	Claims	3	29922	VISIT SPOKANE	29,675.42	QI 2020 TOURISM
		1 1 7 - 557 30 41 17 - l.ntergov't Payment TPA				29,675.42	
1409	04/21/2020	Claims	3	29923	WASHINGTO N STATE TREASURER	24,033.69	Ql -2020 WA STATl:: REMIT
		2 - 558 50 40 00 - CP&ED State Bid Code Surch<				760.50	
		00I - 586 00 40 00 - Court Remittances				23,273.19	

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1410	04/21/2020	Claims	3	29924	BEN WICK		1,225.00	SPLASH ADS APR 2020
		001 - 558 70 41 00 - Econ. Dev. - Advertising				1,225.00		
1411	04/21/2020	Claims	3	29925	WILBERT PRECAST TNC		673.1	SIDEWALK ORArN LIDS
		410 - 542 40 31 00 - Drainage Supplies				673.00		
1412	04/21/2020	Claims	3	29926	ZIEGLER LUMBER COMPANY		3,855.06	PW YARD 2-IOX12 STORAGE SHEDS
		110 - 594 42 64 00 - Capital Expenditures - Furnitur				3,855.06		

001 General Fund	126,964.47	
110 Street Fund	12,488.93	
117 Tourism Promotion Area (TPA)	29,675.42	
310 REET J Capital Projects Fund	630.00	
311 REET 2 Special Capital Projects Fw1d	78.38	
410 Stormwater Utility Fund	2,000.93	
420 Golf Operations Fund	19,671.97	
502 Medical Reimbursement (Bridge) Fund	1,090.63	
	–Claims:	192,600.73
	192,600.73	

"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 ajust, due and unpaid obligation against the City of Libe1y Lake, and that lam authorized to authenticate and certify to said claim."

City Clerk Date

"I, the undersigned, do hereby certify tmder penalty of pe1jury that the claim is ajust, due and unpaid obligations against the City of Libe1y Lake, and that lam authorized to certify to said claim."

City Clerk Date

AGENDA ITEM NO.: 10Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Intergovernmental Agreement with Spokane County Regarding Commute Trip Reduction (CTR)

FOR THE AGENDA OF: April 21, 2020

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:
A – Intergovernmental Agreement
B – Summary of Commute Trip Reduction in Spokane County
C – Liberty Lake CTR Plan Update 2020-2024

DEPT. HEAD APPROVAL: KALLEN

EXPENDITURE REQUIRED:	**NA**
BUDGETED:	**NA**

SUMMARY STATEMENT

Washington State commuters are increasing their use of alternatives to driving alone. A number of factors influence individual choices in commuting, including the CTR Program. However, the significantly higher use of commute alternatives at CTR worksites compared with other worksites in the same areas makes it clear the CTR Program is working.

CTR's continued performance benefits our economy, communities and environment. Through its network of strong public-private partnerships, the program leverages resources and aligns investments focused on common goals. CTR is good for Spokane County's economy, efficiently getting people to work and helping employers to grow. It helps commuters and their families save money. It makes transportation work better and reduces energy consumption and air pollution.

This agreement allows Spokane County to retain the City of Liberty Lake proportionate share of Washington State Department of Transportation (WSDOT) for the CTR program. The City's share is $35,631.10. There are 10 employers in Liberty Lake that are affected by CTR.

CTR is also requesting a contribution of $582.10 directly from the City of Liberty Lake for their incentive program.

RECOMMENDED ACTION

1. Authorize the Mayor to sign the Intergovernmental Agreement with Spokane County.

INTERGOVERNMENTAL AGREEMENT
Between Spokane County and the City of Liberty Lake
Regarding Commute Trip Reduction Implementation

THIS AGREEMENT, made and entered into by and between the City of Liberty Lake, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 E. Country Vista Drive, Liberty Lake, WA., 99019, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the Washington State Legislature has adopted legislation codified in RCW 70.94.521 through 555, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

WHEREAS, RCW 70.94.527 requires counties containing urban growth areas and cities and towns with “major employers,” that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

WHEREAS, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70.94.521-555.

WHEREAS, Spokane County has entered into an agreement with the WSDOT under Agreement No. PTD0130, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer CTR Plans and Ordinances; and

WHEREAS, Spokane County has allocated $35,631.10 to the City from the Agreement No. PTD0130 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70.94.527 (5), the parties hereto do mutually agree as follows:

Section 1: PURPOSE

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive $367,001 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive $35,631.10 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

Section 2: DURATION

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, 2021.

Section 3: TERMINATION

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is

being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. PTD0130, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

Section 4: DESIGNATION OF ADMINISTRATOR

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

Section 5: ACQUISITION/DISPOSITION OF PROPERTY

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

Section 6: COMPLIANCE WITH LAWS

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but no necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

Section 7: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth

below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY:	Mayor or designee City of Liberty Lake 22710 E. Country Vista Drive Liberty Lake, WA, 99019
COUNTY:	Board of County Commissioners Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260

Section 8: <u>HEADINGS</u>

The section headings 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 appertain.

Section 9: <u>MODIFICATION</u>

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

Section 10: <u>ALL WRITINGS CONTAINED HEREIN</u>

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The City has read and understands all of this Agreement, and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the City to execute the same.

Section 11: <u>LIABILITY</u>

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, 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 the 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 12: <u>ANTI-KICKBACK</u>

No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in 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 13: <u>VENUE STIPULATION</u>

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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 of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

Section 14: <u>COUNTERPARTS</u>

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.

Section 15: <u>SEVERABILITY</u>

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 such statutory provision.

Section 16: RCW 39.34 REQUIRED CLAUSES

A. PURPOSE: See Section 1.

B. DURATION: See Section 2.

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 Agreement provisions.

E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

F. FINANCING: See Section 1.

G. TERMINATION: See Section 3.

H. PROPERTY UPON TERMINATION: See Section 5.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF LIBERTY LAKE

By:_____

Title:_____

ATTEST:

By: _____

Title:_____

_____
Date

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
Chair

_____
Vice Chair

_____
Commissioner

ATTEST:

_____
Ginna Vasquez, Clerk of the Board

_____
Date

Exhibit I
Funding Allocation Methodology

RCW 70.94.544 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities in July 1, 2019 through June 30, 2021 is based on the 2019-2021 Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on July 2, 2019.

ATTACHMENT "A"

STATEMENT OF WORK

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.

2. Maintain and administer the City's CTR Ordinances and Plan.

3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.

4. Take reasonable measures to identify and notify all affected employers within the City.

5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.

6. Maintain an appeals process consistent with RCW 70.94.537(2)(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.

7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.

8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.

9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.

10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.

12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.

13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.

14. Market available services to affected employers to assist in accomplishing CTR goals.

15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.

16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.

17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.

18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.

19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.

20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.

21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70.94.521-555. Report contents include:

    a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;

b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
c. Updated list of affected employers and worksites (electronic);
d. Total number of worksites by jurisdiction;
e. List of sites which have applied for exemptions or modifications;

22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.

23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by WSDOT.

24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.

25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.

26. Assist WSDOT with CTR evaluation.

27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70.94.521-555.

28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

ATTACHMENT "B"

STATEMENT OF WORK

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.

2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.

3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70.94.521-555.

4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70.94.544.

Summary of Commute Trip Reduction in Spokane County

- CTR Law passed in 1991, updated in 2006 as the CTR Efficiency Act
  - Improve transportation system efficiency
  - Conserve energy
  - Improve air quality
- Who is Affected?
  - Counties with Urban Growth Areas (UGAs)
  - Employers with 100+ "CTR-affected" employees
    - Who start their day between 6-9am and work at least 35 hours a week
  - Applies to all public and private employers
  - Applies to local jurisdictions
- CTR Board establishes policy, provides guidance and allocates funding
- Spokane County's Commute Smart Northwest Office (formerly Commute Trip Reduction Office) has been the regional lead agency since 1993
  - *Intergovernmental agreement included for approval*
- Work collaboratively with all 7 jurisdictions to update CTR Ordinances (C-713) in 2010
- Work collaboratively with jurisdictions to update CTR Plans as needed
  - *Updated CTR Plans for 2020 - 2024 included for approval*
- Jurisdiction Goals Updated in CTR Plans for 2023/2024
  - 6% points increase in Non-Drive Alone Travel from baseline
  - 13% reduction in Vehicle Miles Traveled (VMT)
  - 13% reduction in Greenhouse Gas Emissions
- Community Benefits
  - Optimizes mobility for citizens and services
  - Reduces demand on community infrastructure
  - Reduces traffic congestion
  - Protects environment
  - Conserves energy
  - Maintains quality of life

Requesting approval of intergovernmental agreement and CTR Plans. Both are included for review.

For any questions, please contact:

LeAnn Yamamoto, TDM Manager
Spokane County's Commute Smart Northwest
lyamamoto@spokanecounty.org
509-477-7674

Commute Trip Reduction Implementation Plan Update: 2020–2024

Jurisdiction: City of Liberty Lake

Goals, targets and other performance measures

Goals for the 2023-2024 survey period include an increase of non-drive alone travel (NDAT), and reductions of VMT and GHG from the City of Liberty Lake's jurisdiction baseline surveys in 2007-2008.

	2007-2008	Percent Change	2019-2020
NDAT*	23.8%	6% points	29.8%
VMT*	11.2	13%	9.7
GHG*	6,230	13%	5,420

NDAT – Non Drive Alone Travel, VMT – Vehicle Miles Traveled, GHG – Green House Gases

Strategies

What specific steps and strategies will you implement to meet your goal? Please include (a) policies and regulations, (b) services and facilities, and (c) marketing and incentives.

The City of Liberty Lake will continue to implement the strategies identified in the local CTR plan.

The CTR program in the City of Liberty Lake is administered by Spokane County through an inter-local agreement. The focus will continue in developing and implementing a set of strategies that will help CTR employers achieve their goals for increasing commute alternative use and reducing vehicle miles traveled and greenhouse gas emissions including, but not limited to:

CTR employers will receive promotional materials to post on their commuting option boards to be used specifically for promoting and encouraging transportation options. Each board displays the Employee Transportation Coordinator's (ETCs) name and contact information.

ETCs are required to attend 15 hours of mandatory ETC training within six months of being appointed ETC. Seasoned ETCs will be encouraged to take refresher courses as needed. The comprehensive ETC training classes will be offered throughout the year and include:

- ETC Orientation
- Management Support
- Marketing CTR / Subsidies and Incentive
- CommuteSmartNW.org – online tracking calendar
- Commute Finder Northwest – online ride matching tool
- Transit Workshop
- CTR Survey Workshop

Networking opportunities will be offered throughout the year to update ETCs on CTR and transportation related issues, promotional campaigns and opportunities, incentives, events, etc.

Collaborate with local agencies and organizations to enhance and improve CTR promotional efforts, media coverage, CTR events and joint projects to ensure maximum leverage and exposure.

Develop and implement promotional campaigns that will encourage the use of commute options including riding the bus, carpooling, vanpooling, walking, bicycling, teleworking and compressed work schedules.

Meet annually or as needed with CTR employers to review and discuss their CTR program, review CTR survey results, strategize improvements to help employers achieve their CTR targets and goals. Require employers to make program improvements and modifications as needed based on survey results.

Work collaboratively with Spokane Transit to provide updates and feedback to CTR employers on all STA projects and service improvements.

Work collaboratively to provide updates and feedback to CTR employers on all projects and improvements that impact and encourage walking, bicycling and transit use within the City of Liberty Lake and surrounding area.

Attend and interact at community events and at employment benefit/transportation fairs to engage and encourage employees to use commute options.

Provide ongoing assistance to employers to enhance, strengthen and grow their CTR program.

Comprehensive planning & community goals

Governor's Executive Order 14-04 Washington Carbon Reduction and Clean Energy Action directs state agencies to assist local governments to update their comprehensive plans to produce travel and land-use patterns that maximize efficiency in movement of goods and people, and reduce greenhouse gas emissions.

How does trip reduction support the goals of your community and comprehensive plan, and vice versa? How will you further integrate trip reduction through the updating of your comprehensive plan (e.g., parking, land use)?

Key goals and policies that support CTR include the City's vision for the CBD which includes mixed-use that is supportive of transit, pedestrian, and bicycle use.

The City's policies also support pedestrian-oriented streetscape environment in Liberty Lake, reducing reliance on the automobile for local trips by:

- Providing safe and convenient bicycle and walking access between housing, recreation, shopping, schools, community facilities, and mass transit access points
- Preserving unused rail rights-of-way for development of trails or other alternative transportation lines
- Promoting hard surface walkway systems that are separate from roads if they fit in with the characteristics of the neighborhood.

The City's Transportation Plan includes working with STA on ways to improve its service to community residents. The following policies are identified in the transportation plan as ways to promote transit ridership.

- Coordinate with other governments and communities to create a regional network of safe, efficient, and cost-effective public transportation services and facilities.
- Provide intermodal connections to enhance the efficiency and convenience of public transportation.
- Participate with other jurisdictions to facilitate safe and efficient light rail systems.

Land use and transportation conditions

How do existing and future anticipated land-use and transportation conditions affect CTR worksites?

Developing land uses that support transit, pedestrian and bicycle use will help CTR-affected work sites achieve their goals. The City can encourage higher densities in some areas to increase the market for transit and ridesharing activities. It can also implement urban design guidelines that support transit and non-motorized activities.

Financial plan

What are the anticipated funding sources and amounts for local trip reduction, including grants and local funding?

The CTR program in the City of Liberty Lake is administered by Spokane County through an inter-local agreement. State funding is allocated and based on the approved state budget and on how many affected worksites are in the City of Liberty Lake. In addition, Spokane County secures CMAQ grants to help enhance and maintain the CTR program and will continue to apply for the grants when available, approximately every three years.

GTEC report (if your jurisdiction has a designated GTEC)

Are you continuing to implement?

Optional: Describe the (a) strategies, (b) land use and transportation conditions, (c) population and employment demographics, and (d) financial plan, and how they differ from those in the CTR plan.

N/A

What specific policy, service changes and land-use steps will be accomplished during this period for the GTEC area?

N/A

Regional transportation planning organization CTR plan review

☐ Recommended

☐ Not recommended

RTPO comments:

AGENDA ITEM NO.: 10Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Henry Road Overpass Design Supplement

FOR THE AGENDA OF: April 21st, 2020

DEPT. OF ORIGIN: Planning & Engineering

EXHIBIT:
WSDOT Supplemental Agreement Number 1

DEPT. HEAD APPROVAL: Lisa D. Key

EXPENDITURE REQUIRED:	**Yes**
BUDGETED:	**Yes**

SUMMARY STATEMENT

In January 2020, the City entered into a Local Agency Consultant Agreement with Lochner for design of the Henry Road Overpass. After the agreement was finalized, WSDOT mandated a change from a SEPA (State Environmental Policy Act) process to a NEPA (National Environmental Policy Act) process.

The added scope results in additional consultant effort and cost. Lochner has requested a supplemental agreement for $43,876 to complete the work.

Staff agrees that the work is outside of the scope of the original agreement, and that there is merit to Lochner's request for additional compensation. Completing the NEPA process is required for the project and is non-negotiable with WSDOT. The required studies under NEPA are a critical path for the project to move forward.

The additional $43,876 will be included in the City's $6 million contribution to the project with this added expense. The project would need to be 35% over budget for our contribution to increase.

RECOMMENDED ACTION

1. Staff requests that City Council authorize the Mayor to execute the Lochner Supplemental Agreement Number 01 in the amount of $43,876.

Washington State Department of Transportation

Supplemental Agreement Number 1 Original Agreement Number 2019-Lochner 01	Organization and Address H.W. Lochner, Inc. 16201 E. Indiana Avenue, Suite 2650 Spokane Valley, WA 99216 Phone: (509) 316-9561	
Project Number	Execution Date 1/20/2020	Completion Date 7/30/2022
Project Title Henry Road Overpass & Roadway Extension	New Maximum Amount Payable $1,506,479	
Description of Work Supplement #1 removes Task 4.1 - SEPA Documentation and creates a new Task 4.3 - NEPA Documentation as a result of a determination by WSDOT that impacts to I-90 create a federal nexus for the project.		

The Local Agency of the City of Liberty Lake

desires to supplement the agreement entered in to with H.W. Lochner, Inc.

and executed on January 20, 2020 and identified as Agreement No. 2019-Lochner 01

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A-1 Supplement #1, Scope of Work (attached).

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion fue wo read: No Change

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit D-la, D-lb, E-1, and E-la (attached).

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By:_____ By:_____

Consultant Signature

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Exhibit "A"

Summary of Payments

	Original Agreement	Supplement #1	Total
Direct Salary Cost	$318,752	$8,306	$327,058
Overhead	$486,958	$12,688	$481,646
Fixed Fee	$92,438	$2,492	$94,930
Direct Non-Salary Costs	$5,250	$750	$6,000
Subconsultant Expenses	$509,205	$19,640	$528,845
Total Authorized Amount	$1,412,603	$43,876	$1,456,479
Management Reserve	$50,000	$0	$50,000
Maximum Amount Payable	$1,462,603	$43,876	$1,506,479

Supplement #1 – Scope of Work

Henry Road Overpass & Roadway Extension

City of Liberty Lake, Washington

Background

The City of Liberty Lake entered into Agreement # 2019-Lochner 01 with Lochner on January 20, 2020 to complete the design, environmental evaluations and permitting, and right-of-way acquisition necessary to produce a complete set of Plans, Specifications, and Estimate (PS&E) package to be delivered to WSDOT for advertisement for the construction of the Henry Road Overpass & Roadway Extension.

The original scope of work was developed based upon the direction that environmental evaluations and permitting would only need to comply with the State Environmental Policy Act (SEPA) requirements. Subsequently, at the Project Kick-off Meeting held on February 11, 2020, WSDOT notified the City that because there would be impacts located within the I-90 right-of-way due to the new overpass structure, a Federal nexus would be created that would require compliance with the National Environmental Policy Act (NEPA). An Environmental Summit meeting was held on March 11, 2020 with the City, WSDOT, and the Lochner team to identify the level of effort that would be required for the Henry Road project.

Task 4.0 in the original Agreement is replaced in its' entirety with the following:

4.0 Environmental Documentation (Lochner, JUB, AEC)

Environmental documentation will be prepared in accordance with National Environmental Policy Act (NEPA) and Section 106 requirements.

4.1 SEPA Checklist (JUB Engineers) - DELETED

4.2 Cultural Resources (AEC)

AEC will prepare a project footprint exhibit setting all areas of disturbance and will document the cultural resources, as required.

This work will be in accordance with Section 106 of the National Historic Preservation Act (NHPA). The Archaeological and Historic Survey Report (AHSR) shall include background research, field survey, and preparation of the report. The AHSR shall include discussions of field methods, results, maps showing areas surveyed, inventory forms, and preliminary recommendations of National Register eligibility. Sufficient information will be provided to determine significance and effect for submittal to Department of Archaeology and Historic Preservation (DAHP).

4.2.1 Area of Potential Effect

An Area of Potential Effect document will be prepared and submitted to DAHP.

Deliverables:

- Draft and Final Area of Potential Effect (APE)

4.2.2 Background search at DAHP

Database checks at the DAHP are required for previous survey and known sites within one mile of the project area. Newly recorded sites may require additional research to provide context. Research may be conducted at the Museum of Art and Culture, National Register, county historical society, and the Spokane County Assessor.

4.2.3 Field Surveys

Intensive field survey and excavation of STPs at 100-m intervals throughout the APE -The Area of Potential Effect (APE) will be intensively surveyed using pedestrian transects spaced 100 m apart. The field survey will follow DAHP guidelines. In addition to intensive pedestrian survey, if warranted, archaeologists will conduct subsurface shovel testing to examine the potential for the presence of cultural material in high probability areas where project-related ground disturbance would occur. If required there would be no more than four (4) shovel tests. No more than two (2) cultural resources are assumed to be recorded. Sites will be fully documented to provide data on location, dimensions, content age, context and integrity for an assessment of National Register eligibility. Cultural resources identified will be documented on the appropriate data forms.

4.2.4 Prepare Draft and Final Archaeological and Historic Survey Report (AHSR)

The AHSR report will follow DAHP guidelines. The report will include research, field survey and subsurface testing methods, findings (including site condition and eligibility), potential project effects, management recommendations, inadvertent discovery plan, maps, photos, and the appropriate site forms. Resources, which are noted, but not considered sites (e.g. isolated artifacts and contemporary or modern sites) will be discussed in the AHSR rather than recorded on separate site forms. The draft report will be submitted to the design team and client for review. Up to two (2) sets of comments will be addressed.

Assumptions:

- The cultural resource process will be in accordance with Section 106 requirements.
- An Archaeological and Historic Survey Report (AHSR) will be required for the project.
- The cultural resource report will be provided to JUB ENGINEERS for inclusion in the NEPA Categorical Exclusion documentation package.
- Cultural Monitoring during geotechnical work or construction is not included.

Deliverables:

- Draft and Final Archaeological and Historic Survey Report

4.3 NEPA Documentation (Lochner and JUB)

JUB and Lochner will review baseline data, including agency databases, conduct a site visit to collect additional baseline data, prepare discipline reports, and prepare NEPA documentation in conformance with WSDOT and Federal requirements within the following parameters:

Assumptions:

- The project will qualify for a Categorical Exclusion and will NOT require an Environmental Assessment (EA) or Environmental Impact Statement (EIS).
- No wetland delineation or completion of a water resources permit application will be required (i.e. USACE Nationwide Permit or JARPA).
- Discipline reports, other than those listed below, are outside this scope of work.

- Air quality analysis will NOT be required.
- Environmental Site Assessment Phase 1 or Phase 2 will NOT be required.
- WSDOT Eastern Region will be the approving authority for the NEPA Categorical Exclusion document.
- WSDOT form number 140-100 NEPA Categorical Exclusion Documentation Form will be used to complete the documentation package.
- NEPA documentation will meet SEPA requirements and no additional SEPA documentation will be prepared.

Deliverables:

- Biological Resources Report (JUB)
- Water Resources Discipline Report (JUB)
- Hazardous Materials Report (JUB)
- Noise Study and Report (Lochner)
- Visual Resources Report (JUB)
- Air Quality Hot Spot Analysis (Lochner)
- Environmental Justice Matrix (JUB)
- Draft and Final Categorical Exclusion Document (JUB)

Henry Road Overpass & Roadway Extension

Design Estimate Cost Worksheet

Firm Name: H. W. Lochner

Supplement #1 - NEPA Documentation

Classification	Hours	x	Rate	=		Cost
Sr. Project Manager	4		$80.12		$	320.48
Sr. Project Manager	52		$67.00		$	3,484.00
NEPA Specialist	120		$37.51		$	4,501.20
Total Hours	176				$	8,305.68
			Subtotal Direct Salary Cost (DSC)		$	8,305.68
			Total Direct Salary Cost (DSC)		$	8,305.68

Overhead & Fixed Fee			
Overhead Cost @	152.77% of DSC	$	12,688.59
Fixed Fee @	30.0% of DSC	$	2,491.70
	Total DSC, Overhead and Fixed Fee	$	23,485.97

Direct Non-Salary Costs					Cost
Travel	1 ea @	$ 750.00	$		750.00
		Total Direct Non-Salary Costs	$		750.00
		Prime Subtotal	$		24,235.97
Subconsultant Expenses					
JUB Engineers, Inc.			$		19,639.86
Total Subconsultant Expense			$		19,639.86
		Total	$		43,875.83
		Rounded	$		43,876

Henry Road Overpass & Roadway Extension					
H. W. Lochner					
	Classification	Total Hours	Sr. Project Manager	Sr. Project Manager	NEPA Specialist
Item	Direct Labor Rate		$80.12	$67.00	$37.51
4	Environmental Documentation (JUB/AEC)	176	4	52	120
4.1	SEPA Checklist (JUB) - Deleted	-			
4.2	Cultural Resources (AEC)	-			
4.3	NEPA Documentation	176	4	52	120
4.3.1	Biological Report	-			
4.3.2	Water Resources Report	-			
4.3.3	Hazardous Materials Report	-			
4.3.4	Visual Resources Report	-			
4.3.5	Noise Study	140		40	100
4.3.6	Hotspot Anaylsis	28		8	20
4.3.7	Draft Categorical Exclusion	4	2	2	
4.3.8	Final Categorical Exclusion	4	2	2	

Henry Road Overpass & Roadway Extension

Design Estimate Cost Worksheet

Firm Name: JUB Engineers, Inc.

Supplement #1 - NEPA Documentation

Task 4.2 - NEPA Documentation - New

Classification	Hours	x	Rate	=	Cost
Project Manager	17		$ 46.81	$	795.77
CAD Technician - Drafter	12		$ 31.21	$	374.52
ES - Discipline Lead	14		$ 58.09	$	813.26
Environmental Specialist	136		$ 30.63	$	4,165.68
Biologist/Wetland Specialist	20		$ 46.48	$	929.60
Total Hours	199				
			Direct Salary Cost (DSC)	$	7,078.83
			Overhead @ 174.13%	$	12,326.37
			Fixed Fee @ 30%	$	2,123.65
			Total Salary Costs Task 4.2	$	21,528.85

Direct Non-Salary Costs					Cost
Travel	1 ea @	300		$	300.00
Total Direct Non-Salary Costs				$	300.00
			Total New Task 4.2	$	21,828.85

Credit Calculation for Task 4.1

Task 4.1 - SEPA Checklist - Original Contract Amount

Classification	Hours	x	Rate	=	Cost
ES - Discipline Lead	6		$ 55.85	$	335.10
Environmental Specialist	44		$ 27.84	$	1,224.96
			Total DSC	$	1,560.06
			Overhead @ 174.13%	$	2,716.53
			Fixed Fee @ 30%	$	468.02
			Total Task 4.1	$	4,744.61

Task 4.1 - SEPA Checklist - Billed to Date

Classification	Hours	x	Rate	=	Cost
Project Manager II	1		$ 48.79	$	48.79
Project Manager I	5		$ 46.81	$	234.05
Environmental Specialist	18.2		$ 30.63	$	557.47
			Total DSC	$	840.31
			Overhead @ 174.13%	$	1,463.22
			Fixed Fee @ 30%	$	252.09
			Total Task 4.1 Billed to Date	$	2,555.62
Credit for Remaining unspent Task 4.1 budget			(Total Task - Billed to Date)	$	(2,188.99)

Total Supplement #1 (Total New Task 4.2 - Credit for Task 4.1) $ 19,639.86

$ 19,640

Henry Road Overpass & Roadway Extension

JUB Engineers, Inc.

	Title		Project Manager	CAD Technician - Drafter	ES - Discipline Lead	ES - Discipline Lead	Environmental Specialist	Environmental Specialist	Biologist/Wetland Specialist	Noise Specialist
4	Environmental Documentation (JUB/AEC)	249	17	12	14	6	44	136	20	
4.1	SEPA Checklist (JUB) - Deleted	50				6	44			
4.3	NEPA Documentation	199	17	12	14			136	20	
4.3.1	Biological Report	33	3		2			20	8	
4.3.2	Water Resources Report	33	3		2			20	8	
4.3.3	Hazardous Materials Report	29	3		2			24		
4.3.4	Visual Resources Report	36	2	8	2			24		
4.3.5	Noise Study	-								
4.3.6	Hotspot Anaylsis	-								
4.3.7	Draft Categorical Exclusion	56	4	4	4			40	4	
4.3.8	Final Categorical Exclusion	12	2		2			8		

AGENDA ITEM NO.: 10Biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Appointment to the Spokane County Housing & Community Development Advisory Committee

FOR THE AGENDA OF: April 21, 2020

DEPT. OF ORIGIN: PEBS

EXHIBITS: None.

DEPT. HEAD APPROVAL: Lisa D. Key, Director

EXPENDITURE REQUIRED:	**No**
BUDGETED:	**No**

SUMMARY STATEMENT

The City of Liberty Lake is a member of the Spokane County Housing and Community Development Consortium. As such, we have a citizen representative who participates on Spokane County's Housing and Community Development Advisory Committee (HCDAC) to review funding proposals for allocation of CDBG funds, HOME, Affordable Housing Trust Fund, and Homeless Housing Assistance Act activities. For the last three years, Ralph Williams has served as Liberty Lake's representative on that advisory committee.

On February 18, 2020, Liberty Lake City Council renewed the interlocal agreement to continue participation in that consortium through County fiscal year 2023. As a consortium member, the City of Liberty Lake needs to appoint a representative to serve on the HCDAC through the term of that agreement. Mayor Brickner has proposed the re-appointment of Ralph Williams in that role.

RECOMMENDED ACTION

1. Vote to ratify Mayor Brickner's appointment of Ralph Williams to the Spokane County Housing and Community Development Advisory Committee (HCDAC).

RESOLUTION

AGENDA ITEM NO.: 11

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Amendment to TIF

FOR THE AGENDA OF: April 21, 2020

DEPT. OF ORIGIN: Finance Director

EXHIBIT:
A – Resolution 20-271
B – Financing and Tax Agreement
C – 2005 Resolution 86 and Agreement

DEPT. HEAD APPROVAL: RJ Stevenson

EXPENDITURE REQUIRED:	**No**
BUDGETED:	**No**

SUMMARY STATEMENT

In 2005, the City of Liberty Lake authorized Spokane County to create an Increment Area which is referred to as the "River District". The City, Spokane Valley Fire District, and the Spokane County Library District all agreed to participate in a Tax Increment Financing Agreement (TIF). This agreement required each entity to levy 75 percent of the property tax collected in the increment area starting in the year 2006 and to last 15 years or generate $15 million dollars for public infrastructure. The agreement is set to expire next year. The City, Spokane County, Spokane Valley Fire District, and Spokane County Library District desire to extend the agreement for an additional 5 years.

The reason for the extension is for the construction of Henry Road Overpass.

I have also attached the original agreements from 2005.

RECOMMENDED ACTION

1. Adopt Resolution 20-271

RESOLUTION NO. 20-271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON; APPROVING AN AMENDED AND RESTATED COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

CITY OF LIBERTY LAKE
Spokane County, Washington

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, as follows:

WHEREAS, the City of Liberty Lake, Spokane County, Washington (the "City"), is a code city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State") now in effect;

WHEREAS, Chapter 39.89 RCW requires taxing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within a tax increment area to execute a written agreement approving the utilization of community revitalization financing before employing such financing to finance all or a portion of the costs of designated public improvements;

WHEREAS, a portion of the territory encompassed by the City is located within a proposed tax increment area (the "Increment Area") wherein regular property taxes may be apportioned for community revitalization financing;

WHEREAS, pursuant to Chapters 35A.89 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the City Council of the City (the "Council") adopted Resolution No. 86 on December 20, 2005, approving a community revitalization financing and tax increment area agreement for the Spokane County Tax Increment Area No. 2005-01 ("IA No. 2005-01");

WHEREAS, RCW 27.12.212 authorized the City to participate in the financing of such public improvements by entering into a Community Revitalization Financing and Tax Increment Area Agreement (the "Agreement");

WHEREAS, Spokane County, Washington (the "County") seeks to obtain the written agreement of the City for the amendment of the Agreement in order to increase the estimated Public Improvement Costs to an estimated cost of $20,000,000 and to extend the apportionment period by extending the Expiration Date to December 31, 2025 (the "Amended Agreement"); and

WHEREAS the Council has determined that authorizing the Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement is in the best interest of the patrons and taxpayers of the City;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

Section 1: Approval of Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement

The Amended Agreement attached hereto as Exhibit "A" is hereby approved.

Section 2: Execution

Either the Mayor and/or the City Manager of the City are hereby authorized to execute the Amended Agreement on behalf of the City.

Section 3: Miscellaneous

Either the Mayor and/or or the City Manager of the City are further authorized to execute such other documents and take such actions as are necessary to further accomplish the purposes of the Amended Agreement.

Section 4: Repealer

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 5: Effective Date

This Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED by the City Council of the City of Liberty Lake, Spokane County, Washington, at a regular meeting thereof, held on the 21st day of April, 2020.

CITY OF LIBERTY LAKE
Spokane County, Washington

_____
Shane Brickner, Mayor

ATTEST:

_____
Ann Swenson, City Clerk

(S E A L)

* * * * * * * * * * * * * * *

C E R T I F I C A T E

I, Ann Swenson, City Clerk of the City of Liberty Lake, Spokane County, Washington, hereby certify that the foregoing Resolution is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Council, duly held at the regular meeting place thereof on April 21, 2020, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such Resolution was adopted by the following vote:

AYES, and in favor thereof:

NAYS:

ABSENT:

ABSTAIN:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that such Resolution is a full, true and correct copy of the original Resolution adopted at such meeting; and that such Resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand on this 21st day of April, 2020.

CITY OF LIBERTY LAKE
Spokane County, Washington

_____
Ann Swenson, City Clerk

(S E A L)

EXHIBIT "A"

AMENDED AND RESTATED COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT

This AMENDED AND RESTATED COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT (this "Amended Agreement") is made and entered into as of this day of_____, 2020, by and among the Spokane County Library District, Spokane County, Washington (the "Library District"), Spokane County Fire Protection District No. 1, Spokane County, Washington (the "Fire District"), the City of Liberty Lake, Spokane County, Washington (the "City") and Spokane County, Washington (the "County").

W I T N E S S E T H:

WHEREAS, the Library District is a rural library district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State");

WHEREAS, a portion of the territory encompassed by the Library District is located within a proposed tax increment area, the boundaries of which are set forth in Exhibit "A" hereto (the "Increment Area");

WHEREAS, the Fire District is a fire protection district duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the Fire District is located within the Increment Area;

WHEREAS, the City is a non-charter code city duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the City is located within the Increment Area;

WHEREAS, the County is a Class A county duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, pursuant to chapter 39.89 RCW, the County is authorized to use community revitalization financing to finance public improvements within an increment area if certain conditions are satisfied;

WHEREAS, the County formed an increment area, the boundaries of which are set forth on Exhibit "A" hereto (the "Increment Area") to finance the Public Improvement Costs (as defined in Resolution No. 2005-1169) describe on Exhibit "B" hereto;

WHEREAS, the Library District, the Fire District, the City and the County have further agreed that the Pubic Improvement Costs identified in Section 2 on Exhibit "B" hereto as Spokane County Increment Area No. 2005-01 ("IA No. 2005-01") may be constructed pursuant to the terms

and conditions of this Amended Agreement and that all or a portion of the Public Improvement Costs of IA No. 2005-01 will be financed through the use of community revitalization financing, to the extent that Tax Allocation Revenues are available pursuant to the terms and conditions of this Amended Agreement;

WHEREAS, the Library District, the Fire District, the City and the County entered into a Community Revitalization Financing and Tax Increment Area Agreement on December 22, 2005, for the use of community revitalization financing to finance a portion of the Public Improvement Costs (as defined in Resolution No. 2005-1169) of certain designated public improvements to be established, purchased, acquired or constructed within the Increment Area, as set forth in Exhibit "B" hereto;

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County are authorized to fix the duration of this Amended Agreement;

WHEREAS, pursuant to RCW 27.12.212, the Library District is authorized to participate in the financing of the Public Improvement Costs;

WHEREAS, pursuant to chapters 27.12 and 84.52 RCW, the Library District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the Fire District is authorized to participate in the financing of the Public Improvement Costs;

WHEREAS, pursuant to chapters 52.12, 52.16 and 84.52 RCW, the Fire District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the City is authorized to participate in the financing of the Public Improvement Costs;

WHEREAS, pursuant to chapters 35A.33 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the Library District, the Fire District, the City and the County have determined it is in the best interest of the Increment Area taxpayers for the Library District, the Fire District, the City and the County to agree to employ community revitalization financing to apportion regular property taxes within the Increment Area;

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County have determined it is in the best interest of Increment Area taxpayers to affix a duration for this Amended Agreement such that it shall terminate no later than 15 years from the date the tax allocation revenues generated from the Increment Area are first collected;

WHEREAS, the County has obtained the written agreement of the Library District, the Fire District and the City for the use of community revitalization financing to finance a portion of the Public Improvement Costs located within IA 2005-01, which is set to expire December 31, 2020, provided certain conditions set forth herein have not been met;

NOW, THEREFORE, each of the Library District, the Fire District, the City and the County do mutually agree as follows:

Section 1. This Amended Agreement shall continue until the earlier of : (a) such time as Tax Allocation Revenues are no longer necessary or obligated to pay the Public Improvement Costs set forth in Exhibit "B" hereto; or (b) December 31, 2025.

Section 2. Each of the Library District, the Fire District, the City and the County hereby agree to the use of community revitalization financing to finance a portion of the Public Improvement Costs, in an amount not to exceed $20,000,000. As set forth in Exhibit "B" hereto, the Public Improvement Costs shall be limited to those items associated with the Increment Area construction.

Section 3. Each of the Library District, the Fire District, the City and the County hereby agree that, pursuant to a formula provided in chapter 39.89 RCW, regular property tax revenues derived from the property within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County, with a maximum of 75 percent of any increase in the true and fair value of real property in the Increment Area placed on the tax rolls of the County after the Increment Area is created. The remaining apportionment of the regular taxes within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County as if the Increment Area had not been created. The County anticipates the Public Improvement Costs and consequent private improvements will increase total property tax levies within the Increment Area.

Section 4. This Amended Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Amended Agreement shall be deemed to exist or to bind any of the parties hereto, other than those imposed by operation of law.

Section 5. This Amended 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 Amended Agreement.

IN WITNESS WHEREOF, each of the Library District, the Fire District, the City and the County have executed this Amended Agreement as of the date and year first written above.

SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington

By: _____
Patrick Roewe
Director and Secretary, Board of Trustees

(S E A L)

SPOKANE COUNTY FIRE PROTECTION
DISTRICT NO. 1, Spokane County, Washington

By: _____
Mike Pearson_____Chair,
Board of Fire Commissioners

(S E A L)

CITY OF LIBERTY LAKE
Spokane County, Washington

_____
Shane Brickner, Mayor

ATTEST:

_____
Ann Swenson, City Clerk

(S E A L)

SPOKANE COUNTY, WASHINGTON

_____
Al French, Chair

_____
Josh Kerns, Commissioner

_____
Mary L. Kuney, Commissioner

ATTEST:

By: _____
Ginna Vasquez, Clerk to the
Board of County Commissioners

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION

Portions of Section 3, 4, 5, 8, 9, 10, 15, 16 and 17, Township 25N, Range 45E, W.M. more particularly described as follows:

BEGINNING at the intersection of the Northerly Right of Way line of Euclid Avenue and the North/South center of Section line of said Section 5; thence Southerly along the North/South center of Section lines of said Sections 5, 8, and 17 to the Southerly Right of Way line of Appleway Avenue; thence Easterly along said Southerly Right of Way line to the intersection of the Southerly Right of Way line of Country Vista Drive; thence continuing Easterly along said Southerly Right of Way line of Country Vista Drive to the North/South center of Section line of said Section 16; thence Northerly along said North/South center of Section line to the Southerly Right of Way line of Interstate 90; thence Easterly along said Southerly Right of Way line to the intersection with a line 285 feet more or less Westerly of and parallel with the East line of Section 10; thence Northerly along said parallel line to the Northerly ordinary high water line of the Spokane River; thence Westerly along said ordinary high water line to the Easterly Right of Way line of Harvard Road; thence Northerly along said Easterly Right of Way line to the North Right of Way line of Euclid Avenue; thence Westerly along said Northerly Right of Way line to the **POINT OF BEGINNING.**

Situate in the County of Spokane, State of Washington

EXHIBIT "B"

PUBLIC IMPROVEMENT COSTS

Arterial Roads; sewer collection lines, sewer water reuse systems and sewer pump stations in both the Spokane County and Liberty Lake Sewer District service areas; water distribution systems; roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements; electric, gas and data transmission utilities in the public right of way; and other approved infrastructure.

EXHIBIT “A”

LEGAL DESCRIPTION

Portions of Section 3, 4, 5, 8, 9, 10, 15, 16 and 17, Township 25N, Range 45E, W.M. more particularly described as follows:

BEGINNING at the intersection of the Northerly Right of Way line of Euclid Avenue and the North/South center of Section line of said Section 5; thence Southerly along the North/South center of Section lines of said Sections 5, 8, and 17 to the Southerly Right of Way line of Appleway Avenue; thence Easterly along said Southerly Right of Way line to the intersection of the Southerly Right of Way line of Country Vista Drive; thence continuing Easterly along said Southerly Right of Way line of Country Vista Drive to the North/South center of Section line of said Section 16; thence Northerly along said North/South center of Section line to the Southerly Right of Way line of Interstate 90; thence Easterly along said Southerly Right of Way line to the intersection with a line 285 feet more or less Westerly of and parallel with the East line of Section 10; thence Northerly along said parallel line to the Northerly ordinary high water line of the Spokane River; thence Westerly along said ordinary high water line to the Easterly Right of Way line of Harvard Road; thence Northerly along said Easterly Right of Way line to the North Right of Way line of Euclid Avenue; thence Westerly along said Northerly Right of Way line to the **POINT OF BEGINNING.**

Situate in the County of Spokane, State of Washington

EXHIBIT “B”

PUBLIC IMPROVEMENTS

Arterial Roads; sewer collection lines, sewer water reuse systems and sewer pump stations in both the Spokane County and Liberty Lake Sewer District service areas; water distribution systems; roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements; electric, gas and data transmission utilities in the public right of way; and other approved infrastructure.

RESOLUTION NO. 86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, APPROVING A COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

CITY OF LIBERTY LAKE
Spokane County, Washington

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, as follows:

WHEREAS, the City of Liberty Lake, Spokane County, Washington (the "City") is a non charter code city duly organized and existing under and by virtue of the constitution and laws of the state of Washington;

WHEREAS, chapter 39.89 RCW requires taxing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within the increment area to execute a written agreement approving the utilization of community revitalization financing before employing such financing to finance all or a portion of the costs of designated public improvements;

WHEREAS, a portion of the territory encompassed by the City is located within a proposed tax increment area (the "Increment Area") wherein regular property taxes may be apportioned for community revitalization financing;

WHEREAS, pursuant to chapters 35A.89 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, Spokane County, Washington (the "County"), seeks to obtain the written agreement of the City for the use of community revitalization financing to finance all or a portion of the costs of certain designated public improvements to be constructed within the Increment Area at an estimated cost of $15 million;

WHEREAS, the City is authorized to participate in the financing of such public improvements by entering into a Community Revitalization Financing and Tax Increment Area Agreement (the "Agreement"); and

WHEREAS, the City Council of the City (the "Council") has determined that creation of the Increment Area and the corresponding use of community revitalization finanCing to finance all or a portion of the costs of those public improvements associated with the Increment Area construction and valued at an amount not to exceed $15 million, for a period not to exceed 15

years from the date the tax allocation revenues are first collected, are in the best interest of the patrons and tax.payers of the City;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED as follows:

Section 1: Approval of Agreement

The Agreement attached hereto as Exhibit "A" is hereby approved.

Section 2: Execution

The Mayor and Clerk of the City are hereby authorized to execute the Agreement on behalf of the City.

Section 3: Miscellaneous

The Mayor of the City is further authorized to execute such other documents and take such actions as are necessary to further accomplish the purposes of the Agreement.

Section 4: Repealer

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 5: Effective Date

This Resolution shall be effective immediately upon its adoption.

APPROVED by the City Council of the City of Liberty Lake, Spokane County, Washington, at a meeting thereof, held this 20th day of December, 2005.

CITY OF LIBERTY LAKE
Spokane County, Washington

Steve Peterson, Mayor

ATTEST:

Arlene Fisher, City Clerk

APPROVED AS TO FORM:

tan1ey&artz, City Attor ney W.

* * * * * * * * * * * * * * *

CERTIFICATION

I, Arlene Fisher, the City Clerk of the City of Liberty Lake, Spokane County, Washington, hereby certify that the foregoing resolution is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the City Council of the City of Liberty Lake, duly held at the City Hall on December 20, 2005, of which meeting all members of such Council had due notice, and at which a majority thereof were present; and that at such meeting such resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers: /p

NAYS, Councilmembers: O

ABSENT, Councilmembers: rf_A,.l,.l · VW..e,,.,,

ABSTAIN, Councilmembers: {)

O further certify that I have carefully compared the same with the original resolution on file and of record in my office; that such resolution is a full, true and correct copy of the original resolution adopted at such meeting; and that such resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect..

IN WITNESS WHEREOF, I have set my hand on this 20th day of December, 2005.

CITY OF LIBERTY LAKE
Sprie County, Washington

C}_ J

Arlene Fisher, · City Clerk

EXHIBIT "A"

COMMUNITY REVITALIZATION FINANCING AND

TAX INCREMENT AREA AGREEMENT

This COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT (this "Agreement") is made and entered into as of this 1.oay of December, 2005, by and among the Spokane County Library District, Spokane County, Washington (the "Library District"), Spokane County Fire Protection District No. 1, Spokane County, Washington (the "Fire District"), the City of Liberty Lake, Spokane County, Washington (the "City") and Spokane County, Washington (the "County").

WITNESSETH:

WHEREAS, the Library District is a rural library district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State");

WHEREAS, a portion of the territory encompassed by the Library District is located within a proposed tax increment area, the boundaries of which are set forth in Exhibit "A" hereto (the "Increment Area");

WHEREAS, the Fire District is a fire protection district duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the Fire District is located within the Increment Area;

WHEREAS, the City. is a non-charter code city duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the City is located within the Increment Area;

WHEREAS, the County is a Class A county duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, pursuant to chapter 39.89 RCW, the County is authorized to adopt a resolution to create the Increment Area after obtaining the written agreement for the use of community revitalization financing to finance all or a portion of the costs of designated public improvement from taxing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within the Increment Area, and upon the approval of any fire protection district lying within the Increment Area;

WHEREAS, the County, the Library District, the Fire District and the City are trucing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within the Increment Area;

WHEREAS, the County seeks to obtain the written agreement of the Library District, the Fire District and the City for the use of community revitalization financing to finance a portion of the costs of certain designated public improvements to be established, purchased, acquired or constructed within the Increment Area, as set forth in Exhibit "B" hereto (the "Public Improvements");

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County are authorized to fix the duration of this Agreement;

WHEREAS, pursuant to RCW 27.12.212, the Library District is authorized to participate in the financing of the Public Improvements;

WHEREAS, pursuant to chapters 27.12 and 84.52 RCW, the Library District is authorized to levy regular property taxes upon all taxable property within the. Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the Fire District is authorized to participate inthe :financing of the Public Improvements;

WHEREAS, pursuant to chapters 52.12, 52.16 and 84.52 RCW, the Fire District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the City is authorized to participate in the·financing of the Public Improvements;

WHEREAS, pursuant to chapters 35A.33 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the Library District, the Fire District, the City and the County have determined it is in the best' interest of the Increment Area taxpayers for the Library District, the Fire District, the City and the County to agree to employ community revitalization financing to apportion regular property taxes within the Increment Area;

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County have determined it is in the best interest of Increment Area taxpayers to affix a duration for this Agreement such that it shall terminate no later tha:n 15 years from the date the tax allocation revenues generated from the Increment Area are first collected;

WHEREAS, the Board of Trustees of the Library District adopted Resolution No. 05-13 on December 20, 2005, authori.zlng the execution of this Agreement;

WHEREAS, the Board of Fire Commissioners of the Fire District adopted Resolution No. 2005-255 on December 19, 2005, authorizing the execution of this Agreement; and .

WHEREAS, the City Council of the City adopted Resolution No. 2k on December ,;{o 005, authorizing the execution of this Agreement;

NOW, THEREFORE, each of the Library District, the Fire District, the City and the County do mutually agree as follows:

Section 1. Each of the Library District, the Fire District, the City and the County hereby agree to the use of community revitalization financing to finance a portion of the costs of the Public Improvements, in an amount not to-exceed $15 million. As set forth in Exhibit "B" hereto, the Public Improvements shall be limited to those items associated with the .Increment Area construction. Apportionment of taxes within Spokane County Increment Area No. 2005-01 to pay the costs of the public improvements to be made within such increment area shall be for a maximum term of 15years from January 1, 2006.

Section 2. Each of the Library District, the Fire District, the City and the County hereby agree that, pursuant to a formula provided in chapter 39.89 RCW, regular property tax revenues derived from the property within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County, with a maximum of 75 percent of any increase in the true and fair value of real property in the Increment Area placed on the tax rolls of the County after the Increment Area is created. The remaining apportionment of the regular taxes within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County as if the Increment Area had not been created. The County anticipates the Public Improvements and consequent private improvements will increase total property tax levies within the Increment Area.

Section 3. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, other than those imposed by operation oflaw.

Section 4. 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 Agreement.

IN WITNESS WHEREOF, each of the Library District, the Fire District, the City and the County have executed this Agreement as of the date and year first written above.

SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington

Michael J. Wirt
Director and Secretary, Board of Trustees

(SEAL)

SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 1
Spokane County, Washington

Joe Dawson
Chair, Board of Fire Commissioners

(SEAL)

CITY OF LIBERTY LAKE
Spokane County, Washington

Steve Peterson, Mayor

ATTEST:

Arlene Fisher, City Clerk

(SEAL)

SPOKANE COUNTY, WASHINGTON

Phillip D. Harris, Chair

Todd Mielke, Commissioner

Mark Richard, Commissioner

ATTEST:

Daniela Erickson, Clerk to the Board of County Commissioners

(SEAL)

EXHIBIT "A"

INCREMENT AREA BOUNDARIES AND LEGAL DESCRIPTION

Portions of Section 3, 4, 5, 8, 9, 10, 15, 16 and 17, Township 25N, Range 45E, W.M. more particularly described as follows:

BEGINNING at the intersection of the Northerly Right of Way line of Euclid Avenue and the North/South center of Section line of said Section 5; thence Southerly along the North/South center of Section lines of said Sections 5, 8, and 17 to the Southerly Right of Way line of Appleway Avenue; thence Easterly along said Southerly Right of Way line to the intersection of the Southerly Right of Way line of Country Vista Drive; thence continuing Easterly along said Southerly Right of Way line of Country Vista Drive to the North/South center of Section line of said Section 16; thence Northerly along said North/South center of Section line to the Southerly Right of Way line of Interstate 90; thence Easterly along said Southerly Right of Way line to the intersection with a line 285 feet more or less Westerly of and parallel with the East line of Section 10; thence Northerly along said parallel line to the Northerly ordinary high water line of the 'Spokane River; thence Westerly along said ordinary high water line to the Easterly Right of Way line of Harvard Road; thence Northerly along said Easterly Right of Way line to the North Right of Way line of Euclid Avenue; thence Westerly along said Northerly Right of Way line to the POINT OF BEGINNING.

Situate in the County of Spokane, State of Washington

EXHIBIT "B"

DESCRIPTION OF PUBLIC IMPROVEMENTS

Arterial Roads; sewer collection lines, sewer water reuse systems and sewer pump stations in both the Spokane County and Liberty Lake Sewer District service areas; water distribution systems; roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements and other approved infrastructure.

COMMUNITY REVITALIZATION FINANCING
AND

TAX INCREMENT AREA AGREEMENT

This COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of December, 2005, by and among the Spokane County Library District, Spokane County, Washington (the "Library District"), Spokane County Fire Protection District No. 1, Spokane County, Washington (the "Fire District"), the City of Liberty Lake, Spokane County, Washington, (the "City") and Spokane County, Washington (the "County").

W I T N E S S E T H:

WHEREAS, the Library District is a rural library district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State");

WHEREAS, a portion of the territory encompassed by the Library District is located within a proposed tax increment area, the boundaries of which are set forth in Exhibit "A" hereto (the "Increment Area");

WHEREAS, the Fire District is a fire protection district duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the Fire District is located within the Increment Area;

WHEREAS, the City is a non-charter code city duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the City is located within the Increment Area;

WHEREAS, the County is a Class A county duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, pursuant to chapter 39.89 RCW, the County is authorized to adopt a resolution to create the Increment Area after obtaining the written agreement for the use of community revitalization financing to finance all or a portion of the costs of designated public improvement from taxing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within the Increment Area, and upon the approval of any fire protection district lying within the Increment Area;

WHEREAS, the County, the Library District, the Fire District and the City are taxing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within the Increment Area;

WHEREAS, the County seeks to obtain the written agreement of the Library District, the Fire District and the City for the use of community revitalization financing to finance a portion of the costs of certain designated public improvements to be established, purchased, acquired or constructed within the Increment Area, as set forth in Exhibit "B" hereto (the "Public Improvements");

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County are authorized to fix the duration of this Agreement;

WHEREAS, pursuant to RCW 27.12.212, the Library District is authorized to participate in the financing of the Public Improvements;

WHEREAS, pursuant to chapters 27.12 and 84.52 RCW, the Library District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the Fire District is authorized to participate in the financing of the Public Improvements;

wHEREAS, pursuant to chapters 52.12, 52.16 and 84.52 RCW, the Fire District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the City is authorized to participate in the financing of the Public Improvements;

WHEREAS, pursuant to chapters 35A.33 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the Library District, the Fire District, the City and the County have determined it is in the best interest of the Increment Area taxpayers for the Library District, the Fire District, the City and the County to agree to employ community revitalization financing to apportion regular property taxes within the Increment Area;

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County have . determined it is in the best interest of Increment Area taxpayers to affix a duration for this Agreement such that it shall terminate no later than 15 years from the date the tax allocation revenues generated from the Increment Area are first collected;

WHEREAS, the Board of Trustees of the Library District adopted Resolution No. 05-13 on December 20, 2005, authorizing the execution of this Agreement;

WHEREAS, the Board of Fire Commissioners of the Fire District adopted Resolution No. 2005-255 on December 19, 2005, authorizing the execution of this Agreement; and

WHEREAS, the City Council of the City adopted Resolution No. 85 on December 20, 2005, authorizing the execution of this Agreement;

NOW, THEREFORE, each of th Library District, the Fire District, the City and the County do mutually agree as follows:

Section 1. Each of the Library District, the Fire District, the City and the County hereby agree to the use of community revitalization financing to finance a portion . of the costs of the Public Improvements, in an amount not to exceed $15 million. As set forth in Exhibit "B" hereto, the Public Improvements shall be limited to those items associated with the Increment Area construction. Apportionment of taxes within Spokane County Increment Area No. 2005-01 to pay the costs of the public improvements to be made within such increment area shall be for a maximum term of 15 years from January I, 2006.

Section 2. Each of the Library District, the Fire District, the City and the County hereby agree that, pursuant to a formula provided in chapter 39.89 RCW, regular property tax revenues derived from the property within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County, with a maximum of 75 percent of any increase in the true and fair value of real property in the Increment Area placed on the tax rolls of the County after the Increment Area is created. The remaining apportionment of the regular taxes within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County as if the Increment Area had not been created. The County anticipates the Public Improvements and consequent private improvements will increase total property tax levies within the Increment Area.

Section 3. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, other than those imposed by operation of law.

Section 4. 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 Agreement.

IN WITNESS WHEREOF, each of the Spokane County Library District, Spokane .County Fire District No. 1, the City of Liberty Lake and Spokane County have executed this Agreement as of the date and year first written above.

SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington

Michael Wift
Director and Secretary, Board of Trustees

(S E A L)

SPOKANE COUNTY FIRE PROTECTION DISTRICT NO. 1
Spokane County, Washington

Joe Dawson
Chair, Board of Fire Commissioners

(SEAL)

CITY OF LIBERTY LAKE
Spokane County, Washington

. si':ve Peterson, Mayor

ATTEST:

Arlene Fisher, City Clerk

(S E A L)

SPOKANE COUNTY, WASHINGTON

Phillip D. Harris, Chair

Todd Mielke, Vice Chair

Mark Richard, Commissioner

ATTEST:

Daniela Erickson, Clerk to the Board of County Commissioners

(S E A L)

EXHIBIT "A"
TO
COMMUNITY REVITALIZATION FINANCING
AND
TAX INCREMENT AREA AGREEMENT

INCREMENT AREA BOUNDARIES AND LEGAL DESCRIPTION

Portions of Section 3, 4, 5, 8, 9, 10, 15, 16 and 17, Township 25N, Range 45E, W.M. more particularly described as follows:

BEGINNING at the intersection of the Northerly Right of W:ay line of Euclid Avenue and the North/South center of Section line of said Section 5; thence Southerly along the North/South center of Section lines of said Sections 5, 8, and 17 to the Southerly Right of Way line of Appleway Avenue; thence Easterly along said Southerly Right of Way line to the intersection of the Southerly Right of Way. line of Country Vista Drive; thence continuing Easterly along said Southerly Right of Way line of Country Vista Drive to the North/South center of Section line of said Section 16; thence Northerly along said North/South center of Section line to the Southerly Right of Way line of Interstate 90; thence Easterly along said Southerly Right of Way line to the intersection with a line 285 feet more or less Westerly of and parallel with the East line of Section 10; thence Northerly along said parallel line to the Northerly ordinary high water line of the Spokane River; thence Westerly along said ordinary high water line to the Easterly Right of Way line of Harvard Road; thence Northerly along said Easterly Right of Way line to the North Right of Way line of Euclid Avenue; thence Westerly along said Northerly Right of Way line to the POINT OF BEGINNING.

Situate in the County of Spokane, state of Washington.

EXHIBIT "B"
TO
COMMUNITY REVITALIZATION FINANCING
AND
TAX INCREMENT AREA AGREEMENT

DESCRIPTION OF PUBLIC IMPROVEMENTS

Arterial Roads; sewer collection lines, sewer water reuse systems and sewer pump stations in both the Spokane County and Liberty Lake Sewer District service areas; water distribution systems; roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements in the public right of way and other approved infrastructure.