

CITY COUNCIL MEETING
TUESDAY, MAY 5, 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 May 5, 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. **MAYOR AND CITY COUNCIL REPORTS & INQUIRIES**
 - Farmers Market – Mayor Brickner
 - Liberty Lake Together
8. **CITY ADMINISTRATOR REPORT**
 - Covid-19 Update
9. **WORKSHOP**
 - 2021-2026 Transportation Improvement Plan
– Lisa Key, Director of Planning & Engineering
10. **ACTION ITEMS**
 - A. **Consent Agenda**
 - i. Approve April 21, 2020 City Council Minutes
 - ii. Approve May 5, 2020 vouchers in the amount of \$231,959.09
 - B. **General Business**
 - i. Approve Ameresco's Energy Service Proposal in the amount of \$249,531.00 and authorize the Mayor to sign the contracts
 - ii. Approve agreement with Spokane County Regional Animal Control Protection Service (SCRAPS)

- iii. Accept anonymous donation of \$2,000 for Liberty Lake Together Campaign expenses

11. INTRODUCTION OF UPCOMING AGENDA ITEMS

12. CITIZEN COMMENTS

13. ADJOURNMENT

PUBLIC COMMENT

If you wish to provide oral public comments during the Council meeting, please call:

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Germantown)

Meeting ID: 852 8006 4536

Password: 450489

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.pdf](#)

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

Meeting Instructions:

To join the Zoom web meeting:

<https://us02web.zoom.us/j/85280064536?pwd=bStyYmVZK0poM2pzMzBEbjllc3Ezdz09>

Meeting ID: 852 8006 4536

Password: 450489

One tap mobile

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+13462487799,,85280064536#,,1#,450489# US (Houston)

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+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

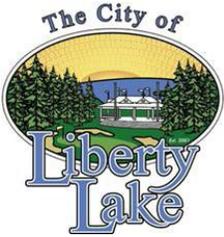
+1 301 715 8592 US (Germantown)

Meeting ID: 852 8006 4536

Password: 450489

Find your local number: <https://us02web.zoom.us/j/kh6lWxCt2>

**WORKSHOP
DISCUSSION
MATERIAL**



AGENDA ITEM NO.: 9

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

2021-2026 Transportation Improvement Plan
Workshop

FOR THE AGENDA OF: May 5, 2020

DEPT. OF ORIGIN: Planning, Engineering & Building

EXHIBIT:

Draft 6-Year TIP

DEPT. HEAD APPROVAL:

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Yes

SUMMARY STATEMENT

This workshop is being held to afford City Council the opportunity to review proposed changes to the 6-Year Transportation Improvement Plan (TIP) that is adopted annually. The Draft 2021-2026 TIP reflects amendments to last year's 6-year TIP that were adopted as part of the CFP approved during the budget process. It modifies schedules for some projects in the out years to balance workload, and as well as allocating potential TIB projects over a number of years.

The 6-year TIP is required to be adopted by July 1st each year. A public hearing and 1st read of the proposed TIP is scheduled for June 2, 2020, and will be held virtually, if necessary, with the 2nd read of the ordinance and Council action scheduled for June 16, 2020.

Projects not reflected in the City's 6-year TIP are not eligible for state funding.

RECOMMENDED ACTION

1. Opportunity for City Council to review the draft TIP and ask questions of staff.

SIX YEAR TRANSPORTATION IMPROVEMENT PLAN												
LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUNDING SOURCE ¹	PROJECT TOTAL	CURRENT		6 YEAR TIP 2021-2026				
						2020	2021	2022	2023	2024	2025	2026
1	NEW CONSTRUCTION	I-90 IMPROVE INTERCHANGES & LOCAL ROADS	BARKER TO HARVARD	CW/TIF/LIFT	\$ 16,450,000	\$ 4,325,000	\$ 7,800,000	\$ 4,325,000				
1A		HARVARD BRIDGE WIDENING AND I-90 RAMP	MISSION ROUNDABOUT TO APPLEWAY									
1B		HENRY ROAD OVERPASS/ROADWAY EXTENSION	MISSION AVE TO COUNTRY VISTA									
2	PRESERVATION	COUNTRY VISTA REBUILD/OPERATIONAL IMPROVEMENTS	W CITY LIMITS TO LIBERTY LAKE ROAD	TIB/REET/UT	\$ 3,176,000				\$ 135,000	\$ 1,520,500	\$ 1,520,500	
3	PRESERVATION	KRAMER PKWY OVERLAY	COUNTRY VISTA TO SPRAGUE	TIB/REET/UT	\$ 645,000					\$ 645,000		
4	PRESERVATION	LIBERTY LAKE ROAD OVERLAY	COUNTRY VISTA TO SPRAGUE	TIB/UT	\$ 840,000	\$ 840,000						
5	PRESERVATION	MISSION AVE OVERLAY	COUNTRY VISTA TO MOLTER	TIB/REET/UT	\$ 400,000			\$ 400,000				
6	PRESERVATION	SPRAGUE AVENUE OVERLAY	LIBERTY LAKE RD TO GAGE	TIB/REET/UT	\$ 1,126,500							\$ 1,126,500
7	ENHANCEMENT	APPLEWAY FRONTAGE IMPROVEMENTS	FAIRWAY LN TO E CITY LIMITS	REET/UT	\$ 2,200,000			\$ 200,000	\$ 2,000,000			
8	ENHANCEMENT	INTERSECTION IMPROVEMENTS (TBD)	COUNTRY VISTA/MISSION AV (SAFEWAY)	TIB/HRM/UT/REET	\$ 575,000		\$ 115,000	\$ 460,000				
9	ENHANCEMENT	INTERSECTION IMPROVEMENTS (ROUNDBOUT)	HARVARD RD/WELLINGTON	OTR/TIF/LIFT	\$ 1,600,000	\$ 400,000	\$ 1,200,000					
10	ENHANCEMENT	INTERSECTION IMPROVEMENTS (SIGNAL)	COUNTRY VISTA/LEGACY RIDGE	TIB/HRM/UT/REET	\$ 575,000	\$ 115,000	\$ 460,000					
11	ENHANCEMENT	INTERSECTION IMPROVEMENTS (SIGNAL)	INDIANA/HARVARD RD	OTR/TIF/LIFT	\$ 750,000		\$ 187,500	\$ 562,500				
12	ENHANCEMENT	INTERSECTION IMPROVEMENTS (SIGNAL)	RIDGELINE HS MAIN ENTRANCE	TIB/HRM/UT/REET/GEN	\$ 575,000	\$ 115,000	\$ 460,000					
13	ENHANCEMENT	INTERSECTION IMPROVEMENTS (ADD TURN LANE)	APPLEWAY /COUNTRY VISTA BLVD	HRM	\$ 160,000			\$ 40,000	\$ 120,000			
14	ENHANCEMENT	KRAMER PARKWAY FRONTAGE IMPROVEMENTS (LEGACY RIDGE WEST)	COUNTRY VISTA TO SPRAGUE (EAST SIDE)	OTR/TIF/LIFT	\$ 1,677,000	\$ 1,677,000						
15	ENHANCEMENT	MISSION AVE FRONTAGE IMPROVEMENTS	HARVEST PARKWAY TO CORRIGAN RD	OTR/TIF/LIFT	\$ 1,350,000	\$ 250,000	\$ 1,100,000					
16	ENHANCEMENT	MISSION AVE FRONTAGE IMPROVEMENTS	W CITY LIMITS TO GLENBROOK (SOUTH SIDE)	REET/UT	\$ 750,000						\$ 50,000	\$ 700,000
17	ENHANCEMENT	SIDEWALK IMPROVEMENTS	MADSON, FROM MISSION TO APPLEWAY	REET/UT	\$ 280,000						\$ 280,000	
18	ENHANCEMENT	SMART SIGNAL CONTROLS	MULTIPLE LOCATIONS	HRM		\$ 35,000						
19	ENHANCEMENT	STREET, PATHWAY, PEDESTRIAN ENHANCEMENTS	MULTIPLE LOCATIONS	UT	\$ 305,000	\$ 65,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
20	MAINTENANCE	STREET MAINTENANCE	MULTIPLE LOCATIONS	UT	\$ 350,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
21	PLAN/REPORT	COUNTRY VISTA CORRIDOR STUDY/NETWORK ANALYSIS	MULTIPLE LOCATIONS	HRM	\$ 100,000	\$ 100,000						
22	PLAN/REPORT	PAVEMENT CONDITION STUDY/PRESERVATION MASTER PLAN	MULTIPLE LOCATIONS	UT	\$ 30,000					\$ 30,000		
23	PLAN/REPORT	SIDEWALK MASTER PLAN	MULTIPLE LOCATIONS	UT/GEN	\$ 25,000	\$ 25,000						
24	PLAN/REPORT	TRAIL LIGHTING MASTER PLAN	MULTIPLE LOCATIONS	GEN	\$ 25,000			\$ 25,000				
YEARLY TOTAL TIP PROJECTS						\$ 7,997,000	\$ 11,412,500	\$ 6,102,500	\$ 2,345,000	\$ 2,285,500	\$ 1,940,500	\$ 1,916,500

¹The City will seek additional grant funding for any project in this list, should funding become available.

TIF/LIFT ELIGIBLE PROJECTS TO BE LISTED IN CFP , BUT NOT IN TIP					PROJECT TOTAL	2020	2021	2022	2023	2024	2025	2026
A	NEW CONSTRUCTION	TRANSIT PARKING	TBD	OTR/TIF/LIFT	\$ 5,000,000			\$ 2,500,000	\$ 2,500,000			
B	NEW CONSTRUCTION	CATALDO EXTENSION & CONNECTION - PHASE 1	WESTERN STATES FRONTAGE	OTR/TIF/LIFT	\$ 2,400,000	\$ 900,000	\$ 1,500,000					
C	NEW CONSTRUCTION	CATALDO EXTENSION & CONNECTION - PHASE 2	WESTERN STATES BOUNDARY TO HENRY RD	OTR/TIF/LIFT				\$ 105,000	\$ 1,425,000			
D	NEW CONSTRUCTION	INDIANA AV CONSTRUCTION -	BITTERROOT EAST TO HARVARD RD	OTR/TIF/LIFT	\$ 2,164,500	\$ 2,164,500						
E	NEW CONSTRUCTION	INDIANA AVE	TRUTINA EAST OF HARVARD ROAD	OTR/TIF/LIFT	\$ 600,000	\$ 600,000						

KEY	
ABBREVIATION	FUNDING SOURCE
OTR	Projects by Others
TIF	Tax Increment Financing
LIFT	Local Improvement Financing Tool
REET	Real Estate Excise Tax
CW	Connecting Washington - State Funding
TIB	Transportation Improvement Board Grant
HRM	Harvard Road Mitigation Fund
GEN	General Fund
UT	Utility Tax - Streets Capital

2021-2026 TRANSPORTATION IMPROVEMENT PLAN
PROJECT DESCRIPTIONS

Project Types

- New Construction:** Includes construction of new roadways, trails, multimodal paths, etc. Includes project that increase roadway capacity (e.g. adding additional lanes, widening bridge structures, etc.)
- Preservation:** Projects that significantly extend the useful life of transportation infrastructure, including full rebuild, overlays, grind & overlays, etc.
- Enhancement:** Capital improvements that improve & enhance existing transportation infrastructure (i.e. new sidewalks, pedestrian crossings, traffic calming, landscaping improvements, operational traffic improvements including signals, roundabouts, and turn pockets).
- Maintenance:** Spot repairs, including crack seal, pot hole repairs, striping, new and/or replacement signage, etc.
- Plan/Report:** Technical studies, plans or reports that provide a basis for identifying and prioritize capital projects, and/or strategies for implementing capital investments (i.e. corridor studies, sidewalk master plan, pavement condition study)

Project Descriptions

New Construction:

- Line 1: I-90/ Improve Interchanges & Local Roads:** Combined funding for Harvard & Henry Roads, as state funding is intertwined, and depends on credits for ROW, design work being completed by the City's consultant, etc. Henry Road Bridge design begins in 2020 with construction in 2021 & 2022. Note that CFP costs for this project reflect combined City-State costs.
- Line 1A: Harvard Rd Bridge Widening/ I-90 Westbound On-Ramp:** Harvard Road Bridge widening is anticipated to go out for bid in June of this year, with bid award anticipated in August, 2020, with construction tentatively getting underway in late summer or early fall and extending into 2021. Cost savings realized on the construction of this portion of the project will roll into Henry Road Overpass & Roadway Extension.
- Line 1B: Henry Road Overpass & Roadway Extension:** Project is currently in design, and includes a roundabout connection at Mission Avenue, and a signalized intersection connection at Country Vista. Final design is anticipated by December of 2020, with bidding in March and construction occurring over 2021 and 2022.

Preservation Projects:

Line 2: Country Vista Rebuild / Operational Improvements: Improvement costs to include design construction, inspection and contingency, for the full re-pavement of Country Vista Drive, from western City limits to Liberty Lake Road. Traffic calming enhancements and operational corridor improvements to include landscape medians and pedestrian crossings, as may be identified in Network Analysis and Corridor Study. Anticipate design funding in 2023, with construction in two phases in 2024 and 2025.

Line 3: Kramer Parkway Overlay: Potential overlay project proposed for 2024 for possible TIB grant funding at 70%.

Line 4: Liberty Lake Road Overlay: Grind and overlay project from Country Vista Drive south to Sprague Avenue scheduled for construction in 2020 with TIB grant funding to cover 70% of cost.

Line 5: Mission Avenue Overlay: This grind and overlay project from Country Vista Drive to Molter Ave, originally funded for 2020 as part of the Street Maintenance Allocation in the 2020-2025 TIP, was pushed out to 2022 in the 2020-2025 CFP, given relative roadway conditions, and project priorities for 2020 and 2021.

Line 6: Sprague Avenue Overlay: Potential grind and overlay project from Liberty Lake Road to Gage Lane is proposed for 2026 for possible TIB grant funding at 70%.

Enhancements:

Line 7: Appleway Improvements: Improvement costs from Fairway Lane to E City limit include design, construction, inspection and contingency for addition of center turn lane, sidewalks, swales, and street trees along frontages not subject to developer improvements, and the addition of medians consistent with Appleway Avenue's aesthetic corridor designation. Design proposed for 2022 with construction in 2023.

Line 8: Intersection Improvements, Country Vista & Mission (near Safeway): Intersection improvements to include design construction, inspection and contingency, for intersection improvements to be determined by the Network Analysis and Corridor Study.

Line 9: Intersection Improvements (roundabout), Harvard Rd & Wellington: Improvements to be constructed by Greenstone as part of River Crossing East required infrastructure improvements, with design anticipated in 2020, and construction anticipated in 2021.

Line 10: Intersection Improvements, Country Vista & Legacy Ridge: Intersection improvements to include design in 2020, and construction, inspection and contingency in 2021, for traffic signal and pedestrian crossing, as identified by the Network Analysis and Corridor Study.

Line 11: Intersection Improvements (signal), Indiana & Harvard Rd: Improvements to be constructed by Greenstone as part of River Crossing East required infrastructure improvements, with design anticipated in 2021, and construction anticipated in 2022.

Line 12: Intersection Improvements (signal), Ridgeline HS Main Entrance: Addition of a signal at entrance to Ridgeline High School and Country Vista Drive, with design in 2020, and construction in 2021. 70% of the cost is covered by a TIB grant.

Line 13: Intersection Improvements (turn lane), Appleway/Country Vista Blvd: Intersection improvements to include design, construction, inspection and contingency, for the addition of a right turn lane. Design planned for 2022, with construction in 2023.

Line 14: Kramer Parkway Frontage Improvements: Required subdivision improvements for Legacy Ridge West, including curb, swales, sidewalks, street trees, and turn pockets, to be constructed by the Holt Group. Anticipated to be constructed in 2020.

Line 15: Mission Avenue Improvements, Harvest Parkway to Corrigan Road: Development driven frontage improvements to include turn pockets, curb swales, sidewalks and street trees, required to be completed by the developer as development occurs along the frontage of Mission Avenue.

Line 16: Mission Ave Frontage Improvements, City Limits east to Glenbrook (south side): City project to include acquisition of right-of-way, and design, construction, inspection and contingency for road widening, curbs, swales, street trees and sidewalks along the south side of Mission Avenue, from City limits east to Glenbrook, with design planned in 2025 and construction planned for 2026.

Line 17: Sidewalk Improvements, Madson, from Mission to Appleway: Proposed construction of missing sidewalks on either side of Madson, south of Appleway in 2025. This project was the project was added for funding in the 2020-2025 CFP.

Line 18: Smart Signal Controls: To provide signal coordination on Appleway and Liberty Lake /Harvard Road. Cost includes signal communication consultant, controller communication, installation, and cloud storage.

Line 19: Street, Pathway, Pedestrian Safety Improvements: Funding for pedestrian crossing improvements and flashing beacons, with 2020 funds to design & prepare estimates for five prioritized projects, with future projects determined through Pedestrian Master Plan and prioritization policy.

Maintenance:

Line 20: Street Maintenance: Annual maintenance allocation for crack sealing, pothole repair, striping, sign replacement, and other similar maintenance activities, as may be identified by the Street Crew.

Plan/Report:

Line 21: Country Vista Corridor Study /Network Analysis: Network Analysis Update required by Harvard Road Mitigation Plan combined with Country Vista Corridor Study to determine needed intersection controls and pedestrian safety requirements based on projected growth.

Line 22: Pavement Condition Study/Preservation Master Plan: An analysis of pavement condition throughout the City to serve as a basis for establishing a systematic pavement maintenance program to extend the useful life of City streets based on roadway conditions and projected useful. Proposed for year 2024 due to the number pavement preservation projects already identified on City collectors and arterials in years 2020-2023, based on existing pavement condition.

Line 23: Sidewalk Master Plan: Funding for potential project in 2021 to identify and prioritize pedestrian projects. Network analysis and corridor study to be completed in 2020 to inform this project.

Line 24: Trail Lighting Master Plan: Originally budgeted for 2020, this project was pushed out to 2022, given 2020 and 2021 project priorities.

Planned TIF/LIFT Eligible Infrastructure Projects Included in the CFP, but not TIP:

The following TIF/LIFT-eligible projects that are not currently located on public property will be constructed by others for dedication to a public entity.

Line A: Transit Parking (on STA property)

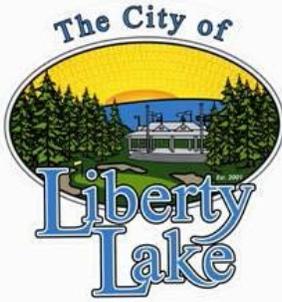
Line B: Cataldo Extension – Phase 1 (associated with Western States CAT Project)

Line C: Cataldo Extension – Phase 2 (extension from Western States CAT to tie into Henry Road Extension)

Line D: Indiana Avenue (Trutina Development - east of Harvard Rd.)

Line E: Indiana Ave Construction (Bitterroot East to Harvard Rd.)

ACTION ITEMS



CITY COUNCIL MEETING
TUESDAY, APRIL 21, 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, and Todd Henderson, Information Technology.

City officials who remotely attended the meeting via Zoom were:

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

The City Attorney, the Liberty Lake Library Director, and Director of Planning and Engineering, also attended via Zoom.

Clerk's note: There was trouble with Mayor Pro Tem Kennedy's audio; however, he could hear and see the meeting.

AGENDA APPROVAL: Council Member Severs moved to approve the agenda. Council Member Langford seconded the motion, which carried unanimously.

CITIZEN COMMENTS

The City Clerk read into the record a comment from Liberty Lake resident Tom Sahlberg, who shared his heart filled thanks to the staff who keep the City going. He also spoke about filling out the Census and expressed concern that it does not accurately represent River District residents in Liberty Lake based on zip code 99016. It represents Greenacres. He asked if this could get straightened out.

PRESENTATIONS

COVID-19

The Liberty Lake Police Chief gave a high-level briefing from a public safety perspective on regional issues regarding COVID-19. Next, the City Administrator took the floor and gave an update on the CARES Act and communication with city employees and finally the Finance Director took the floor and gave a financial forecast.

Police Department Facility Update

The City Administrator gave a PowerPoint presentation on the Police Department Facility Project. She provided background on the building and reviewed the building's historical status and events. She spoke about the proposal to replace and/or upgrade the building's generator, rooftop units, and lighting, and reported that this project is funded in the 2020 budget with REET funds.

After council debate and discussion about the project, Council Member Severs moved to add this as an action item to the May 5, 2020 City Council agenda. Council Member Dunne seconded the motion. After further council discussion, Mayor called for the vote. Motion carried 4-3 with Council Members Kurtz, Kaminskis, Severs, and Dunne voting in favor; Mayor Pro Tem Kennedy and Council Members Langford and Folyer opposed.

MAYOR AND CITY COUNCIL REPORTS & INQUIRIES

Councilman Dunne said the Kiwanis has decided they will not be having the Liberty Lake Yard Sales this year.

Mayor Brickner reported on keeping a tight pulse check with the city businesses. Several events have been either postponed or cancelled. One event for discussion is regarding the Farmers Market; those running the market have pushed back the start date. The 4th of July celebration is also being discussed. He reported on his conversation with Governor Inslee with mayors from Spokane, Cheney, Spokane Valley, and Pullman. The governor didn't indicate what plans are for next steps, but his office is closely monitoring the situation and considering whether to extend the May 4th stay-home date. Collectively the mayors communicated that measures are being taken to keep the community safe but are cognizant of those affected financially. Construction, car, and RV sales were also discussed. The mayors will continue regional discussions and the governor will consider those discussions. Mayor Brickner also reported on other meetings with GSI and the Greater Spokane Valley Chamber to work on a plan to get information to local business to help support them during this time.

Councilmember Dunne announced the Payroll Protection Program extension will be voted on by the Senate tomorrow. It is an opportunity for a lifeline for small businesses. He encouraged small businesses that missed out on the last funding to contact their local banks to see about getting assistance.

CITY ADMINISTRATOR REPORT

The City Administrator gave an update on Harvard and Henry Road. She explained the time sensitivity on the change order on the council's agenda regarding environmental review. The widening project for Harvard Road is scheduled to go to bid in June of this year. She then turned the floor over to the Library Director, who gave a library services update. The City Administrator resumed the floor and reported the Madson/Appleway traffic signal is operational today. She announced a virtual meeting for the Country Vista Corridor Open House is scheduled for April 28th at 4:00 p.m. She concluded her report by announcing the city continues to monitor potential openings for future events.

ACTION ITEMS

Consent Agenda

Council Member Kaminskas moved to approve action item 10Ai & 10Aii, approving the April 7, 2020 city council meeting minutes and April 21, 2020 vouchers in the amount of \$659,044.29. Council Member Severs seconded the motion, which carried unanimously.

A/P check numbers were 29875 through 29926, totaling \$218,940.28. EFTs totaled \$25,266.67. Payroll check numbers were 29788 through 29794, totaling \$405,056.39. EFTs totaled \$9,780.95.

General Business

Council Member Kaminskas moved to approve the Intergovernmental Agreement with Spokane County regarding the Commute Trip Reduction Implementation. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kaminskas moved to authorize the Mayor to execute the Lochner Supplemental Agreement No. 1 in the amount of \$43,876. Council Member Severs seconded the motion, which carried unanimously.

Council Member Kaminskas moved to confirm Mayor Brickner's reappointment of Ralph Williams to the Spokane County Housing and Community Development Advisory Committee. Council Member Severs seconded the motion, which carried 5-1 with Mayor Pro Tem Kennedy opposed.

RESOLUTIONS

The City Clerk read, by title only, 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 related thereto.

Council Member Kaminskas moved to adopt Resolution No. 20-271, seconded by Council Member Severs. Motion carried unanimously.

Prior to upcoming agenda items, Mayor Brickner acknowledged the community's patience during this time and their willingness to help where needed. He said everyone's concerns are being taken into consideration during this time. He introduced the "Liberty Lake Together" initiative, which is a community message that unites the community during this challenging time. He encouraged everyone to join him in this effort to maintain a balance of support and positivity.

INTRODUCTION OF UPCOMING AGENDA ITEMS

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

ADJOURNMENT

There being no further business, the meeting adjourned at 8:57 p.m.

These minutes were approved May 5, 2020.

Shane Brickner, Mayor
City of Liberty Lake

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

City of Liberty Lake

Consent Agenda for May 5, 2020
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through May 5, 2020

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
	See attached check register.	
Total vouchers through May 5, 2020		\$ 231,959.09
	TOTAL	<u><u>\$231,959.09</u></u>

RECOMMENDATION: Approve and Authorize for Payment

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

SIGNATURES:

City Clerk

Mayor

Council Member

CHECK REGISTER

CITY OF LIBERTY LAKE
MCAG #: 2757

05/01/2020 To: 05/31/2020

Time: 14:21:54 Date: 04/30/2020
Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1595	05/05/2020	Claims	3	EFT	BTAC ACQUISITION CORP	285.50	BOOKS
					001 - 572 20 34 06 - Library Books & Other Materi	285.50	
1596	05/05/2020	Claims	3	EFT	HOME DEPOT CREDIT SERVICES	960.53	MATERIALS
					001 - 518 30 31 00 - Centralized Services Supplies	32.07	CH PAINT SUPPLIES
					001 - 518 30 31 00 - Centralized Services Supplies	10.82	LLPD PAINTING
					001 - 518 30 31 00 - Centralized Services Supplies	113.52	CLEANING SUPPLIES
					001 - 518 30 31 00 - Centralized Services Supplies	37.17	LLML PAINT,WOOD FILLER
					001 - 518 30 31 00 - Centralized Services Supplies	36.85	CH PARKING SIGNS
					110 - 542 30 31 00 - Roadway Supplies	32.65	
					110 - 542 66 31 00 - Snow And Ice Control Supplie	11.87	PINS FOR PLOW TRUCK
					110 - 542 70 31 01 - Roadside Supplies	32.65	
					110 - 542 70 31 01 - Roadside Supplies	9.08	IRRIG REPAIR
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	7.18	WORK GLOVES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	30.42	FERT TARPS,C CLAMPS
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	138.44	SHOP SUPPLIES
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	15.22	
					420 - 576 61 31 03 - Maintenance Supplies	30.44	FERT TARPS, C CLAMPS
					420 - 576 61 31 03 - Maintenance Supplies	10.88	SHOP SUPPLIES
					420 - 576 61 31 03 - Maintenance Supplies	10.29	IRRIG SUPPLIES
					420 - 576 61 31 04 - Facilities Supplies	25.15	DRAIN CLEANER PLUMBING PARTS
					420 - 576 61 31 04 - Facilities Supplies	4.77	LIGHT REPLACEMENT
					420 - 576 61 31 04 - Facilities Supplies	21.44	FACILITY LIGHTING
					420 - 576 65 31 01 - Maintenance Of Golf Course	7.17	WORK GLOVES
					420 - 576 65 31 01 - Maintenance Of Golf Course	97.94	BATHROOM PAINT
					420 - 576 65 41 00 - Professional Services-Golf Gre	111.08	TRENCHER RENTAL
					001 - 576 80 31 01 - Parks Supplies	39.13	IRRIG SUPPLIES
					001 - 576 80 31 01 - Parks Supplies	7.17	WORK GLOVES
					001 - 576 80 31 01 - Parks Supplies	30.42	FERT TARPS, C CLAMPS
					001 - 576 80 31 01 - Parks Supplies	10.88	SHOP SUPPLIES
					001 - 576 80 31 35 - Town Square Supplies	45.83	PLUMBING FITTING
1597	05/05/2020	Claims	3	EFT	HUSTLER TURF EQUIPMENT INC	13,331.00	SUPER Z MOWER
					110 - 594 42 64 00 - Capital Expenditures - Furnitur	4,443.67	
					420 - 594 76 64 00 - Golf-Furniture,Computers&Eq	4,443.67	
					001 - 594 76 64 01 - Parks-Furniture,Computers&E	4,443.66	
1598	05/05/2020	Claims	3	EFT	O'REILLY AUTO PARTS	124.79	MATERIALS
					001 - 521 10 31 00 - Law Enforcement Supplies	70.37	WIPER BLADES,TIRE SHINE
					110 - 542 90 31 00 - Maint Admin & Overhead Sup	54.42	JEEP BRAKES
1599	05/05/2020	Claims	3	EFT	SITEONE LANDSCAPE SUPPLY LLC	97.83	MATERIALS
					410 - 542 40 31 00 - Drainage Supplies	97.83	SWALE IRRIG PARTS
1600	05/05/2020	Claims	3	EFT	VERIZON WIRELESS	3,032.90	CELL PHONES 3/23-4/22/2020
					001 - 518 80 42 00 - Information Technology Servic	445.20	CELL PHONE PURCHASE,PLAN
					001 - 521 10 42 00 - Law Enforcement-Telephone,I	1,336.55	CELL PHONE/MODEM CHARGES
					110 - 542 90 42 00 - Maint Admin & Overhead Tele	74.28	CELL PHONE CHARGES
					001 - 558 60 42 00 - Communications-Planning	233.61	CELL PHONE CHARGES
					001 - 576 80 42 00 - Parks-Telephone,Internet,Posta	943.26	CELL PHONE/TABLET CHARGES
1601	05/05/2020	Claims	3	EFT	WILBUR-ELLIS COMPANY LLC	2,266.32	MATERIALS
					410 - 542 70 31 00 - Roadside Supplies	770.55	
					110 - 542 70 31 01 - Roadside Supplies	1,495.77	
1602	05/05/2020	Claims	3	29931	AMAZON	3,613.69	MATERIALS
					001 - 513 10 31 00 - Executive Supplies	293.81	FARMERS MARKET BOOTH,CA MONITOR
					001 - 518 30 31 00 - Centralized Services Supplies	643.39	LITTLE HOUSE OFFICE ACCESSORIES

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		001 - 518 80 30 00		Supplies For Consumption IT	408.49	CELL PHONE ACCESSORIES,DOCKING STATION,MONITOR
		001 - 521 10 31 00		Law Enforcement Supplies	270.07	
		110 - 542 70 31 01		Roadside Supplies	215.32	RTV,Z TURN TIRES
		110 - 542 70 31 01		Roadside Supplies	173.02	
		110 - 542 90 31 00		Maint Admin & Overhead Sup	62.23	OFFICE SUPPLIES
		110 - 542 90 31 00		Maint Admin & Overhead Sup	71.63	SHOP SUPPLIES
		001 - 572 10 31 00		Library Supplies	448.98	
		001 - 572 10 31 00		Library Supplies	96.51	
		001 - 572 20 34 06		Library Books & Other Materi	10.66	
		420 - 576 61 31 03		Maintenance Supplies	20.72	OFFICE SUPPLIES
		420 - 576 61 31 03		Maintenance Supplies	71.63	SHOP SUPPLIES
		420 - 576 61 31 03		Maintenance Supplies	34.30	TOP DRESSER PARTS
		420 - 576 61 31 03		Maintenance Supplies	45.44	REPLACE RAIN PANTS
		420 - 576 65 31 01		Maintenance Of Golf Course	30.47	REEL MEASURING TOOL
		001 - 576 80 31 01		Parks Supplies	20.74	OFFICE SUPPLIES
		001 - 576 80 31 01		Parks Supplies	71.63	SHOP SUPPLIES
		001 - 576 80 31 01		Parks Supplies	95.95	COMPUTER SUPPLIES
		001 - 576 80 31 01		Parks Supplies	54.40	CELL PHONE ACCESSORIES
		001 - 576 80 31 01		Parks Supplies	45.44	REPLACE RAIN PANTS
		001 - 576 80 31 15		Ballfields Supplies	10.88	CELL PHONE ACCESSORIES
		001 - 594 14 64 00		Finance-Furniture,Computers&	401.66	MONITORS,DOCKING STATION
		001 - 594 21 64 02		Law Enforcement-Furniture,Co	16.32	WIRELESS MOUSE
1603	05/05/2020	Claims	3	29932 AW REHN & ASSOCIATES	31.65	SERVICES
				502 - 517 30 29 00 - Health Insurance Services	31.65	EMPLOYER FUNDING NOTIFICATION 4/22-26/2020
1604	05/05/2020	Claims	3	29933 B&H FOTO & ELECTRONICS CORP	366.92	COUNCIL CHAMBER RECORDING CFP 19
				001 - 594 14 64 00 - Finance-Furniture,Computers&	366.92	
1605	05/05/2020	Claims	3	29934 CENTRAL PRE MIX CONCRETE CO	1,264.85	MATERIALS
				420 - 576 65 31 01 - Maintenance Of Golf Course	1,264.85	GREENS SAND
1606	05/05/2020	Claims	3	29935 CITIES INSURANCE ASSOC WA	245.03	DEDUCTIBLE REIMBURSEMENT HIMEBAUGH*C1324
				001 - 518 30 46 00 - Central Services-Insurance	245.03	
1607	05/05/2020	Claims	3	29936 CITY OF LIBERTY LAKE	25.00	ST BLDG SURCHARGE LLPD WINDOW INSTALL
				331 - 518 30 41 03 - Central Services-Professional S	25.00	
1608	05/05/2020	Claims	3	29937 CIVICPLUS	5,758.06	ANNUAL FEE HOSTIN/SUPPORT/SSL CERT,WEBSITE RECURRING REDESIGN
				001 - 514 23 41 00 - Administrative Services-Profes	5,758.06	
1609	05/05/2020	Claims	3	29938 COEUR D ALENE PAVING INC	546.63	SERVICES
				410 - 542 40 31 00 - Drainage Supplies	206.85	ROCK FOR SWALE REPAIR
				410 - 542 40 41 00 - Drainage-Professional Services	339.78	WASTER MATERIAL HAUL OUT
1610	05/05/2020	Claims	3	29939 COLVICO INC	85,947.12	PROGRESS PYMT E APPLEWAY AVE MADSON AVE INTERSECTION TIB 8-3-988(004)-1
				320 - 595 64 60 00 - Capital Expenditures/Expenses	85,947.12	
1611	05/05/2020	Claims	3	29940 CONSOLIDATED IRRIGATION DISTRICT 19	310.75	UTILIIES 3/19-4/21/2020
				110 - 542 70 47 00 - Roadside Utilities	14.50	MISSION ROUNDABOUT

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			001 - 576 80 47 45 - Orchard Park Utilities-Elec/Ga			296.25	
1612	05/05/2020	Claims	3	29941	DATEC INC	1,943.87	PANASONIC CF-54 TOUGHBOOK
			001 - 594 21 64 02 - Law Enforcement-Furniture,Co			1,943.87	
1613	05/05/2020	Claims	3	29942	DEMCO	183.89	BOOK SUPPLIES
			001 - 572 10 31 00 - Library Supplies			183.89	
1614	05/05/2020	Claims	3	29943	DEVERE PUBLIC AFFAIRS AND CONSULTING	1,000.00	LOBBYING SVCS 4/1-15/2020
			001 - 513 10 41 00 - Executive-Professional Service			1,000.00	
1615	05/05/2020	Claims	3	29944	DAN DUER	200.00	REFUND PAVILLION FIELD RESERVATIONS 3/17-5/22/2020-COVID19
			001 - 362 00 00 05 - Space And Facilities Rentals (S			-200.00	
1616	05/05/2020	Claims	3	29945	EAST FARM FEED	127.45	GOAT FEED
			001 - 576 80 31 01 - Parks Supplies			127.45	
1617	05/05/2020	Claims	3	29946	EMPLOYMENT SECURITY DEPARTMENT	3,418.12	UNEMPLOYMENT CLAIMS Q1 2020
			501 - 517 76 20 00 - Unemployment Compensation			3,418.12	
1618	05/05/2020	Claims	3	29947	EVANS CRAVEN & LACKIE PS	5,500.00	PROF SVCS 3/24-4/23/2020
			001 - 515 41 41 00 - External Legal Services - Cons			5,500.00	
1619	05/05/2020	Claims	3	29948	EXECUTECH UTAH LLC	2,601.62	IT SVCS MAY 2020
			001 - 518 80 41 00 - Information Technology Servic			2,601.62	
1620	05/05/2020	Claims	3	29949	FASTENAL COMPANY	0.72	MATERIALS
			001 - 576 80 31 01 - Parks Supplies			0.72	SHOP SUPPLIES
1621	05/05/2020	Claims	3	29950	HORIZON	720.91	MATERIALS
			001 - 576 80 31 45 - Orchard Park Supplies			720.91	IRRIG SUPPLIES
1622	05/05/2020	Claims	3	29951	NATIONAL BARRICADE CO	387.96	MATERIALS
			110 - 542 64 31 00 - Traffic Control Devices Suppli			387.96	ZIPPER SIGN,STOCK SUPPLIES
1623	05/05/2020	Claims	3	29952	OFFICE DEPOT	629.93	OFFICE SUPPLIES
			001 - 514 23 31 00 - Administrative Services Suppli			624.07	
			110 - 542 90 31 00 - Maint Admin & Overhead Sup			1.47	
			001 - 558 50 31 00 - CP&ED Supplies			1.46	
			001 - 571 00 31 04 - Special Events Supplies			1.46	
			001 - 576 80 31 01 - Parks Supplies			1.47	
1624	05/05/2020	Claims	3	29953	PARAMETRIX	49,386.06	SVCS THROUGH 4/4/2020
			311 - 594 18 60 01 - Capital Expenditures/Expenses			9,498.43	PW YARD DEVELOPMENT CFP3
			312 - 595 30 60 02 - Capital Expenditures-Roadway			12,422.23	SPRAGUE AVE TO CV DR CFP A-11
			320 - 595 30 63 00 - Capital Expenditures/Expenses			22,747.50	NETWORK ANALYSIS UPDATE&CORRIDOR STUDY CFP27
			320 - 595 64 60 01 - Capital Expenditures/Expenses			4,717.90	RIDGELINE HIGH SCHOOL SIGNAL CFP28
1625	05/05/2020	Claims	3	29954	PLANET TURF	1,405.90	MATERIALS
			420 - 553 60 31 20 - Weed Control Supplies			570.09	SUREGUARD
			420 - 576 65 31 01 - Maintenance Of Golf Course			835.81	GREENS FERTILIZER
1626	05/05/2020	Claims	3	29955	RANDAL L ROARK	3,227.80	LLPD NEW INTERIOR WINDOW
			331 - 518 30 41 03 - Central Services-Professional S			3,227.80	
1627	05/05/2020	Claims	3	29956	ROLF GOETZINGER LLC	5,445.00	PAVILLION PARK MURAL
			111 - 594 76 60 02 - Capital Outlays Public Art			5,445.00	
1628	05/05/2020	Claims	3	29957	BRETT R SARGENT	8,336.40	MARCH 2020 STREET CLEANING LESS RETAINAGE

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		411 - 542 40 41 01 -		Drainage-Professional Services	4,168.20	
		410 - 542 67 41 01 -		Street Cleaning - Professional	4,168.20	
1629	05/05/2020	Claims	3	29958 SPOKANE COUNTY DIST	22,209.20	COURT FEES JAN-MAR 2020
		001 - 512 50 40 00 -		Court Services	22,209.20	
1630	05/05/2020	Claims	3	29959 SPOKANE REGIONAL CLEAN AIR AGENCY	5,018.50	LOCAL ASSESSMENT 2ND QTR 2020
		001 - 553 70 40 00 -		Pollution Control And Remedi	5,018.50	
1631	05/05/2020	Claims	3	29960 SUMMIT LAW GROUP	198.00	EMAIL RE FFA;FFCRA POLICY TEMPLATE-COVID-19
		001 - 518 30 40 00 -		COVID-19 Professional Servic	198.00	
1632	05/05/2020	Claims	3	29961 T-MOBILE	230.56	CELL PHONES 3/13-4/12/2020
		001 - 511 60 42 00 -		Legislative-Telephone,Internet	77.44	
		001 - 558 50 42 00 -		CP&ED-Telephone,Internet,Po	25.79	
		001 - 576 80 42 00 -		Parks-Telephone,Internet,Posta	127.33	
1633	05/05/2020	Claims	3	29962 TIRE-RAMA	176.13	SERVICES
		001 - 521 10 48 00 -		Vehicle Maintenance	36.97	LOF '12 ESCAPE
		110 - 542 90 41 00 -		Maint Admin & Overhead Prof	139.16	LOF '18 F-350,'05 EXPLORER,'04 LIBERTY
1634	05/05/2020	Claims	3	29963 WHITLEY FUEL LLC	849.33	FUEL
		110 - 542 90 32 00 -		Maint Admin & Overhead Fue	110.41	
		420 - 576 61 32 00 -		Golf Course-Fuel Consumed	603.03	
		001 - 576 80 32 00 -		Parks Fuel Consumed	135.89	
1635	05/05/2020	Claims	3	29964 ZW USA INC	553.17	DOG WASTE ROLL BAGS
		110 - 542 70 31 01 -		Roadside Supplies	276.58	
		001 - 576 80 31 01 -		Parks Supplies	276.59	
		001 General Fund			58,689.83	
		110 Street Fund			7,797.93	
		111 Parks & Art Fund			5,445.00	
		311 REET 2 Special Capital Projects Fund			9,498.43	
		312 Street Capital Fund			12,422.23	
		320 Harvard Road Mitigation Fund			113,412.52	
		331 Municipal Facilities Fund Master Plan			3,252.80	
		410 Stormwater Utility Fund			5,583.21	
		411 Aquifer Protection Fund			4,168.20	
		420 Golf Operations Fund			8,239.17	
		501 Unemployment Fund			3,418.12	
		502 Medical Reimbursement (Bridge) Fund			31.65	
						Claims: 231,959.09
		* Transaction Has Mixed Revenue And Expense Accounts			231,959.09	

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

City Clerk

Date

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

City Clerk

Date



AGENDA ITEM NO.: 10Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Ameresco Facility Project Proposal

FOR THE AGENDA OF:

May 5, 2020

DEPT. OF ORIGIN:

Operations and Maintenance

EXHIBIT:

- A – Ameresco Facility Project Proposal
- B – DES Documents
- C – Presentation from 4/21/20 Council Meeting

DEPT. HEAD APPROVAL:

Katy Allen, City Administrator

EXPENDITURE REQUIRED:	\$249,531.00
BUDGETED:	Yes - included in the CFP and 2020 Budget

SUMMARY STATEMENT

City Staff is recommending approval of a contract with Ameresco to deliver to the City a project that provides maintenance and operational updates for the Public Safety Building. The maximum cost of the project is \$249,531.00 and includes a 10% contingency.

Background – As part of our effort to develop a Maintenance Management Program for City Facilities, Ameresco was retained to provide evaluation and recommendation for all City Facilities. This report was completed in July 2019 and recommended 3 priority projects at the Police Dept.

The Scope of this project includes:

1. Design and Construction of a Stand-by Generator that is sized to operate the essential functions of the PD facility, and is sized to ultimately operate the entire facility
2. Replacement of 3 Roof Top Units that were originally installed in 1992
3. Conversion of Exterior HP Sodium Lights with new LED Lighting

The 2020 Budget for this project is \$249,531.00 with full funding from REET

If approved, the Schedule for this project has an estimated completion date of 9/1/2020.

RECOMMENDED ACTION

1. Accept the proposal and allow the Mayor to sign the contracts.



ENERGY SERVICES PROPOSAL

2020-568 A (1)

City of Liberty Lake
Liberty Lake, WA



Presented By:

- Mike Phenicie,
Project Manager
- Rob Haneline,
Account Executive

AMRC Project #: 8843200

March 16, 2020



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I. EXECUTIVE SUMMARY

A. SUMMARY & PROJECT SERVICES

Ameresco is pleased to present this proposal for the implementation of energy efficiency measures for the City of Liberty Lake Energy Efficiency Upgrades.

This Proposal follows the outline contained in Section II of the Master Energy Services Agreement (MESA). It presents the contractual terms under which Ameresco, the City of Liberty Lake, and the Department of Enterprise Services Energy Program (DES Energy Program) will work together over the term of the project. This Proposal describes the scope, costs, guarantees, and other aspects of the project.

The services in this Proposal include design, construction, system verification, and Measurement and Verification (M&V) services for the first year. Although the City of Liberty Lake will operate and maintain the new equipment, Ameresco will provide important M&V services during the first year to help ensure the predicted savings are achieved. Ongoing M&V services are also offered for an additional cost at the owner's request.

B. PROJECT DESCRIPTION

The project improves the City of Liberty Lake's infrastructure while saving energy. At the Public Safety Building, this project will replace 3 Rooftop Air Handling Units (RTU's), installs a backup generator system to replace the existing solar battery backup system, and retrofits the exterior lighting with LEDs.

C. PROJECT CONTACT LIST

Client Contact:	Jennifer Camp
E-mail Address:	jcamp@libertylakewa.gov
Phone Number:	(509) 755-6714
Ameresco Contact:	Mike Phenicie
E-mail Address:	mphenicie@ameresco.com
Phone Number:	(509) 343-5307
Department of Enterprise Services (DES):	Chris McCarthy
E-mail Address:	chris.mccarthy@des.wa.gov
Phone Number:	(509) 315-6701
Utility Contact:	Shawn Bonfield
E-Mail Address:	Shawn.Bonfield@avistacorp.com
Phone Number:	(509) 495-2782

D. PROJECT BENEFITS

1. FINANCIAL BENEFITS

Table 1 shows project costs, estimated utility incentives, and savings related to this project. The guaranteed maximum project cost is \$210,036. Including sales tax and DES Energy Program project management fees, the total project cost is \$249,531. The estimated utility incentive for the project is \$1,280.

All construction costs will be open book to the Owner, and any cost savings related to savings on the ESCO's (energy services company) labor and material costs will revert to the Owner at the end of the project.

The project will produce over \$1,308 annually in energy savings. The project produces a positive cash flow as shown in Table 1 Financial Analysis in the first year of operation. This is based on the City of Liberty Lake providing a capital investment of \$248,251.

2. MAINTENANCE RELATED BENEFITS

Although HVAC and lighting upgrades will reduce annual maintenance and labor cost; these savings were not factored into our analysis.

3. ENVIRONMENTAL BENEFITS

In addition to building improvements and energy savings, there is a significant positive impact on the environment as a result of this project. The energy savings produced as a result of this project will directly reduce the amount of power produced by the utilities and reduce CO2 emissions by over 14,453lbs. annually.

E. GUARANTEES

Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of \$210,036 (project cost before sales tax and DES Energy Program project management fee). Also, Ameresco is guaranteeing that the project will perform such that electrical savings will not be less than 11,758 kWh per year, gas savings will not be less than 192 therms per year. This corresponds with 90% of the estimated energy savings.

F. CONCLUSION

This project represents an excellent opportunity for the City of Liberty Lake to improve its facilities while saving energy. The project provides over \$240,000 in facility improvements. Ameresco looks forward to working with the City of Liberty Lake and DES Energy Program in making this project a success.

II. FACILITY DESCRIPTION

BUILDING NAME	ADDRESS	SQUARE FOOTAGE	APPROXIMATE AGE	BUILDING OCCUPANCY SCHEDULE
Library/Public Safety Building	23123 / 23127 East Mission Ave, Liberty Lake, WA 99019	27,638	30 years	Public Safety: 24/7 Library: Monday - Wednesday, & Friday: 10 a.m. - 6 p.m. Thursday: 10 a.m. - 8 p.m. Saturday: 10 a.m. - 4 p.m.

A. LIBRARY/PUBLIC SAFETY BUILDING

1. BUILDING DESCRIPTION

The building is a shared facility, with the East half being the Public Safety Building, and the West half the City’s Public Library. The building construction consists of a concrete tilt-up wall system and non-operable glazing. The window units are located primarily on the South, East and West sides of the building and are fitted with operable blinds and shades. The roofing system is comprised of a newer TPO membrane over a truss supported flat-roof.

2. MECHANICAL SYSTEMS

Mechanical systems consist of a total of nine (9) gas-fired rooftop air handling units (RTU’s) split between the Public Safety and Library portions of the building. The Library section is served by four RTU’s, installed in 2008, and are controlled by web-enabled communicating programmable thermostats. The Public Safety area is served by a total of five RTU’s, two newer carrier units installed in 2015 and three Trane units installed in the early 1990’s. These RTUs are controlled by standard 7-day programable thermostats (non-communicating). The children’s wing of the Library has a dedicated furnace/AC unit with a Nest® thermostat. The two departments share hot water service via an electric hot water heater. The police garage is heated by gas-fired unit heaters.

3. LIGHTING SYSTEMS

The interior lighting consists primarily of wraps and troffers recently retrofitted with LED tubes to replace the original T-8 fluorescent lamps, several recessed can fixtures with LED lamps, and a variety of miscellaneous decorative fixtures. The exterior lighting is 250w high-pressure sodium (HPS) fixtures.

4. BACKUP SOLAR PHOTOVOLTAIC SYSTEMS

The combined building has a solar photovoltaic system with net-metering and a battery backup system for select rooms and critical systems with a manual switch to keep the Public Safety building functional during a power outage.

III. ENERGY CONSERVATION MEASURES (ECM'S) TO BE IMPLEMENTED

A. CITY WIDE: LIBRARY/PUBLIC SAFETY (LLK)

1. MECHANICAL CONSERVATION MEASURES

- a) **ECM-LLK-M1a: Public Safety Building RTU's (Trane Units) - This measure will replace the three (3) existing Trane units with new equipment. This measure also includes replacement of the five (5) existing thermostats in the Public Safety Building with new programmable communicating thermostats to allow for remote access via a phone app or web browser.**

The new RTU's will be standard efficiency Carrier RTU's matching the existing heating and cooling capacities. The following items are included in the scope of work:

- Remove and dispose of the three (3) existing RTU's
- Install curb adapters as required to mount new equipment
- Install three (3) new Carrier RTU's
- Modify duct connections as required
- Modify gas piping as required
- Provide new electrical service disconnects for each new unit
- Install five (5) new Honeywell Vision Pro Thermostats with web access point
- System Commissioning

2. LIGHTING CONSERVATION MEASURES

- a) **ECM-LLK-L1a: Exterior Lighting - This measure will upgrade/replace the existing exterior HID lighting equipment with new LED fixtures. The areas receiving upgrades are limited to the Library/Public Safety Building.**

The eight (8) existing 250-Watt HPS fixtures will be retrofitted with new LED lamps and drivers within the existing fixture. The proposed fixture retrofit kit is the ALD-R-060W-LV-30K-T5 manufactured by Simply LED.

3. GENERAL CONSERVATION MEASURES

a) ECM-LLK-G1: Emergency Generator - This measure will install a new backup generator for the public safety building in place of the Solar Photovoltaic System.

This measure will install a new natural-gas back-up generator system with an automatic transfer switch. Additional Improvements include installing a new sub-panel in the electrical room for the backup power circuits, and new chain link security fencing. The following items are included in the scope of work:

- New natural gas 45kw generator w/Auto Transfer Switch (ATS)
- New concrete house-keeping pad for generator
- All required electrical conduit and conductors
- New sub-panel for back-up circuits. Preliminary selected circuits to be included are:
 - o All current circuits on existing solar photovoltaic battery system
 - o Electric access gates and roll up doors to parking garage
 - o Parking garage lights
 - o One HVAC unit; tentatively the training room unit
- New gas line from inside the parking garage to generator
- New chain-link fence enclosure with gate
- Abandon in place the existing solar photovoltaic battery system.

IV. ESCO SERVICES

Ameresco will provide the following services:

1. ENERGY AUDIT: The energy audit is complete and is incorporated herein.
2. DESIGN SERVICES: Provide a detailed engineering design as needed to obtain Owner review and approval of the proposed system and to obtain competitive bids. Provide construction support services, start-up, and testing. Provide as-built drawings and relevant O&M manuals.
3. CONSTRUCTION: Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment.
 - a) The ESCO may perform portions of the construction work or may subcontract portions to qualified firms. In either case, the ESCO will share information regarding the actual costs of the work with the Owner.
 - b) The lighting retrofit is substantially a maintenance activity. As such, lighting maintenance workers will be used to perform fixture retrofits. These workers will be paid the applicable Washington State Department of Labor & Industries prevailing wage for the county of the work under a classification of "Electrical Fixture Maintenance Workers" or equivalent.
 - c) When the ESCO has completed the installation of the Equipment, including start-up and operation verification and training in accordance with the Proposal, the ESCO will provide to Owner a "Notice of Commencement of Energy Savings" (NCES). The NCES must be received
 - d) At the conclusion of the last phase of the project, the ESCO will submit a "Notice of Substantial Completion" to the Owner; as defined in the General Conditions Section 6.09.
4. CONSTRUCTION PROJECT MANAGEMENT: Provide construction project management services required to manage Ameresco's labor force or its subcontractors to coordinate, purchase and install equipment as applicable in the construction contract. These include but are not limited to contract administration, preparation of meeting minutes, schedule creation, submittal processing, purchasing, invoicing, as-built drawings, and close-out documentation. The Owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas. This is not supervision as provided by the site superintendent.
5. SITE SUPERINTENDENT: Provide site superintendent services as necessary to facilitate and coordinate on-site construction activities. Site supervision includes, but is not limited to, all activities executed by an employee of the ESCO in the active on-site supervision of its own labor force and its subcontractors.

6. OPERATION TRAINING: The ESCO will provide on-going training for the building staff during construction.
7. PERFORMANCE MAINTENANCE: The ESCO will provide ongoing measurement and verification to help ensure the guaranteed savings are achieved throughout the first year of the agreement. Specific tasks will include:
 - a) **Year One**: Post installation Measurement and Verification (M&V) will be performed based on the International Performance Measurement and Verification Protocol (IPMVP) – Option A (Retrofit Isolation-Key Parameter Measurement), Section IX – Method of Calculating Energy Savings and Energy Cost Savings, and the following Measurement and Verification table:

M&V Plan

ECM	Conservation Measure	IPMVP Option	Work to be Performed	Key Performance Indicators	Stipulated Variables	Years to be Done	Work To Be Performed By	Owner Responsibilities
LLK-M1a	Public Safety Building RTU's (Trane Units) - This measure will replace the three (3) existing Trane units with new, high-efficiency equipment. This measure also includes replacement of the 5 existing thermostats in the public safety building, as described in ECM LLK-M1b. If this measure is selected, then LLK-M1b must be turned off.	A	<ul style="list-style-type: none"> Input power and output heating energy will be measured to verify system efficiency. 	System Efficiency	Weather, Occupancy, Htg & Clg Setpoints	1	Ameresco	Maintain per manufactures recommendations
LLK-L1a	Exterior Lighting - This measure will upgrade/replace the existing exterior HID lighting equipment with new LED fixtures. The areas receiving upgrades include the Library/Public Safety Building.	A	<ul style="list-style-type: none"> A sample of fixtures will be measured during the first year for both baseline and as-installed power use (kW). The system's actual total demand will be matched against the Lighting Audit (Exhibit 1). 	Input Power (kW)	Burn hours, usage, weather	1	Ameresco	Maintain fixtures per manufactures recommendations
LLK-G1	Emergency Generator - This measure will install a new backup generator for the public safety building in place of the Solar Photovoltaic System.	NA	<ul style="list-style-type: none"> No M&V required for this measure as no energy savings are claimed from it. 	NA	NA	NA	Ameresco	Maintain generator per manufactures recommendations

- b) The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile the energy savings.
8. EQUIPMENT MAINTENANCE: The ESCO will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the Equipment, the Owner shall provide all necessary service, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. The ESCO shall have no obligation to service or maintain the Equipment after the warranty period.
9. OPERATION & MAINTENANCE PROCEDURES: None provided for existing equipment. Operation and maintenance manual will be provided for the installed equipment.
10. WARRANTY: The ESCO will warrant Equipment for one year following Notice of Substantial Completion.

Notice of Substantial Completion will be issued on a measure by measure basis as conservation measures are completed, saving energy, and accepted by DES and the owner.

A warranty log will be kept that outlines completed and accepted conservation measures with warranty start and end dates.

11. HAZARDOUS WASTE: The cost for removal and disposal of any identified hazardous waste, including PCB ballasts, has been included in the project cost. Should the project require additional removal or disposal of any unidentified hazardous material, the ESCO may have the hazardous material or substances removed and disposed of at the request of the Owner. The ESCO will not assume ownership of the material but may act on behalf of the Owner to properly remove and dispose of the material. The Owner shall pay the ESCO for the cost of the additional work. The Owner agrees and acknowledges that it has not relied on or employed the ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises. The cost of any additional hazardous material abatement and disposal is not included in this proposal. For additional information, please refer to section 5.20 of the General Conditions.

V. PROJECT COSTS

A. MAXIMUM PROJECT COST

The ESCO guarantees that the Maximum Project Cost will not exceed Two Hundred Ten Thousand Thirty-Six Dollars and No Cents (\$210,036). This cost does not include sales tax or DES Energy Program project management fees. With sales tax and DES Energy Program project management fees, the Total Project Cost is Two Hundred Forty-Nine Thousand Five Hundred Thirty-One Dollars and No Cents (\$249,531) The ESCO does not guarantee the value of sales tax or DES Energy Program project management fees.

NOTE: The proposed Total Project Cost is valid for 120 days from the date of this proposal. Beyond 120 days, Ameresco reserves the right to adjust pricing to reflect current labor and material cost.

B. PROJECT COST TABLE

PROJECT COSTS & ENERGY SAVINGS FOR SELECTED OPTIONS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ 8,500	\$ -	\$ 8,500
Estimated Labor and Material Cost	\$ 132,545	\$ 3,690	\$ 136,235
M,W,G Design @ 10.0% of Labor & Material	\$ 13,255		\$ 13,255
Lighting Design @ 6.0% of Labor & Material		\$ 221	\$ 221
Construction Mgt @ 6.0% of Labor & Material	\$ 7,953	\$ 221	\$ 8,174
Site Supervision @ 2.0% of Labor & Material	\$ 2,651	\$ 74	\$ 2,725
Bonding @ 2.0% of Labor & Material	\$ 2,704	\$ 75	\$ 2,779
ESCO Overhead @ 10.0% of Labor & Material	\$ 13,255	\$ 369	\$ 13,624
ESCO Profit @ 8.0% of Labor & Material	\$ 10,604	\$ 295	\$ 10,899
1st Year of Ameresco M&V			\$ 1,142
Subtotal:	\$ 191,467	\$ 4,945	\$ 197,554
Construction Contingency @ 10.0% of CC	\$ 13,255	\$ 369	\$ 13,624
Subtotal - Maximum Project Cost:	\$ 204,722	\$ 5,314	\$ 210,036
Est. Sales Tax @ 8.9% of Maximum Project Cost	\$ 18,220	\$ 473	\$ 18,795
DES Project Management Fees			\$ 20,700
TOTAL PROJECT PRICE:	\$ 222,942	\$ 5,787	\$ 249,531
Estimated Utility Incentive	\$ -	\$ 1,280	\$ 1,280
Estimated Client Net Cost (excluding add'tl years M&V)			\$ 248,251
Client Initial Cash Payment			\$ 248,251
			\$ -
Amount to be Financed by Client:			\$ -
Year 1 Estimated Cash Flow:			\$ 1,308
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ 1,178

C. ITEMS INCLUDED IN THE MAXIMUM PROJECT COST

Maximum project costs include the following: (Refer to Section II. A. in the MESA for details)

- a) Engineering audit, including the cost for preparation of this proposal, is a fixed fee.
- b) The engineering design fee for mechanical, plumbing and general measures is calculated at 10% of labor and material. The engineering design fee for lighting is calculated at 6% of labor and material. These are fixed fees.
- c) The construction management service fee is calculated at 6% of labor and material. This is a fixed fee.
- d) The site superintendent service is calculated at 2% of labor and material.
- e) Installation of the ESCO Equipment including the following costs:
 - (1) All costs paid by the ESCO for the installation of the ESCO Equipment. This includes costs paid to subcontractors or directly to ESCO personnel when related to installation or system verification of the ESCO Equipment.
 - (2) The portion of reasonable travel, lodging, and meal expenses of the ESCO or of its officers or employees incurred while traveling in the discharge of duties connected with the work; per Section B of the MESA and OFM guidelines.
 - (3) Cost of all equipment, materials, supplies, and equipment incorporated in the work, including costs of transportation thereof.
 - (4) Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers which are consumed in the performance of the Work, and the cost less salvage value on such items used but not consumed which remain the property of the ESCO.
 - (5) Cost of premiums for all bonds and insurance, which the ESCO is required to purchase and maintain.
 - (6) Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
 - (7) Losses and expenses not compensated by insurance or otherwise sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for its services a fee.
 - (8) Demolition cost and cost of removal of all debris.

- (9) Costs incurred due to an emergency affecting the safety of persons and property.
- (10) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- (11) The cost of construction financing including contingency and an allowance for Owner initiated scope improvements only if agreed to by the Owner and DES Energy Program in advance.
- (12) Cost of equipment startup, training, system verification and balancing performed by the ESCO.
- (13) Bonding, Liability Insurance, and Builder's Risk Insurance.
- (14) Overhead and Profit. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit. Overhead is calculated at 10% of the labor and material, and profit is calculated at 8% of labor and material. These are fixed fees.
- (15) Metering equipment costs for any permanent metering or monitoring equipment left on site.
- (16) The ESCO shall provide a Schedule of Values at the end of construction bidding and prior to the first application of payment. The schedule of values will include all costs related to the installation of the ESCO equipment, excepting fixed fee items; refer to General Conditions section 6.02 for details.
- (17) The Total Project Cost proposed is valid for 120 days from the date of this proposal. Beyond 120 days, Ameresco reserves the right to adjust the pricing based on current labor and material costs.

D. EXCLUSIONS

Maximum project costs DO NOT include the following:

- a) Modification or upgrades of electrical services or distribution systems not specifically identified above.
- b) Replacement of existing utility meters and utility fees
- c) RTU replacement work:
 - a. Roofing, patching, sealing etc.
 - b. Temporary cooling/heating systems
 - c. Testing, Adjusting, & Balancing (TAB)
 - d. Fire alarm system tie in/shutdown
 - e. Asbestos abatement
 - f. Additional work required to bring building up to code not identified above
- d) Removal of existing solar photovoltaic panels, batteries, converter and any associated equipment.
- e) Description of items(s) not included

E. CONSTRUCTION CONTINGENCY

A construction contingency of \$13,624 (not including sales tax) has been established for this project. The contingency is for items necessary to complete the original scope of work upon approval by the Owner and DES Energy Program. Such approval for the use of contingency funds for work in the original scope shall not be unreasonably withheld. The ESCO shall not be allowed to mark-up contingency funds expended for items included in the original scope of this project. The ESCO and Owner will jointly manage any contingency left after the project scope is completed. The ESCO shall be allowed to mark-up items beyond the original scope and approved by Owner. All unused construction contingency funds shall reduce the overall project cost to the Owner.

F. ONGOING SERVICES

Ongoing measurement and verification for the first year are included in the project fees. After the end of Year 1, the ESCO will present a proposal to the Owner for ongoing measurement and verification services for future years, at the owner's request. These services will verify energy savings and provide engineering assistance in maintaining the savings as described in Section III. The owner may cancel these services at any time. Such cancellation will also terminate the energy savings guarantee (Section XI).

G. ACCOUNTING RECORDS

The ESCO shall check all material, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of six (6) years, or for such longer period as may be required by law, after the final payment. Refer to General Conditions section 6.04 for details.

H. REONCILIATION OF LABOR & MATERIAL COSTS

The financed amount is based on an estimate of Labor & Material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

- a) When actual labor and material costs exceed the estimated labor and material costs (plus contingency), the additional expense will be borne by the ESCO without affecting the Owner's payment

- b) When actual labor and material costs are less than the estimated labor and material cost (plus contingency), the remaining funds will be retained by the Owner

I. DIVERSE BUSINESS PARTICIPATION GOALS FOR THIS PROJECT

Ameresco supports the State of Washington’s diverse business inclusion plan targets and recognizes the ability of the DES ESCO program to participate in contributing to these goals. Ameresco understands the unique nature of ESCO work and acknowledges the responsibility to DES and the client agency to provide a project that meets the client’s needs while providing the guaranteed savings as agreed to and contracted. To support diverse business outreach in Washington State. Ameresco has established the following diverse business participation goals for this project:

State Certified Categories	Original Contract Percentages	Percentage for construction (This Project)	Percentage for services (This Project)
Minority-owned business	10%	0%	0%
Women-owned business	6%	0%	0%
Veteran-owned business	5%	0%	0%
Small/mini/micro business	5%	0%	0%

Ameresco will not be able to meet the original diverse participation goals for the following reasons:

- Ameresco is providing all professional services and there will be no subcontracts used for the Audit, Design, or Construction Management.
- This is a lighting, HVAC and capital improvement project, but due to the location, we have reduced the percentages based on diverse businesses in the area.

J. MINIMUM LEVELS OF APPRENTICESHIP

The ESCO shall comply with the requirements from the January 31, 2020 Supplemental Conditions for Washington State Energy Savings Performance Contracting: Section 10.16 Minimum Levels of Apprenticeship Participation. For contracts greater than or equal to \$1 million in construction cost, ESCOs meeting or exceeding the 15% apprenticeship utilization requirement will receive a \$1,000 incentive (including sales tax) which is included in the Guaranteed Maximum Project Cost. The ESCO who fails to meet the utilization requirements and fails to demonstrate a Good Faith Effort is subject to penalties, not to exceed five percent (5%) of the Total Contract Sum.

The ESCO shall provide an Apprentice Utilization Plan demonstrating how and when the ESCO intends to meet the requirements prior to submitting the first construction invoice for construction labor.

VI. RECOMMENDATIONS FOR REPLACEMENT OF EXISTING EQUIPMENT

The City and Ameresco have identified several additional projects throughout the energy audit that the city should consider implementing. These projects include the following:

- a) **ECM-LLK-W2: Pavillion Park Irrigation** - This measure would upgrade the existing irrigation system by installing a new irrigation mainline, new control valves, and new or modified laterals and head layouts per the plans.
- b) **ECM-LLK-L1: Park and Parking Lot Lighting** - This measure would upgrade the parking lot lighting at the City Hall facility and Rocky Hill Park, and the Pavillion Park Shelter lighting. The exterior lighting at the Library/Public Safety Building is included in implementation of this project.

VII. STANDARD SERVICE

A. HVAC COMFORT

The heating and ventilating (HV) systems provided by the ESCO will provide comfort and indoor air quality in accordance with Exhibit 3. This standard will pertain only to buildings and areas of buildings in which the ESCO is installing new HVAC equipment that has direct control over space comfort conditions. HVAC comfort conditions cannot be guaranteed when operable windows are open. Standards for HVAC comforts are as follows:

- a) Indoor Occupied Temperatures
 - (1) Winter Minimum – 70 Degrees F
 - (2) Winter Maximum – 75 Degrees F
 - (3) Summer Minimum – 70 Degrees F (where mechanical cooling is employed)
 - (4) Summer Maximum – 78 Degrees F (where mechanical cooling is employed)

- b) Indoor Unoccupied Temperatures
 - (1) Minimum – 55 Degrees F
 - (2) Maximum – 85 Degrees F
- c) Relative Humidity (where humidity control is provided)
 - (1) Minimum – 40%
 - (2) Maximum – 60%
- d) Minimum outside air per occupant shall be in accordance with American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards and Washington State Mechanical Code.

B. ILLUMINATION LEVELS

The lighting and illumination levels for lighting systems provided by the ESCO will comply with Exhibit 3.

VIII. BASELINE ENERGY CONSUMPTION

A. OVERALL RESOURCES USE

Fuel	Cost (\$)	Average Annual Consumption	Time Period	Utility Provider
Electricity (kWh)	\$ 41,257	388,791	Jan 2016 - Dec 2018	Avista
Electricity (kW)		0	Jan 2016 - Dec 2018	Avista
Natural Gas (therms)	\$ 9,256	10,766	Jan 2016 - Dec 2019	Avista

B. BY FACILITY RESOURCE USES

Facility	Area (sqft)	Annual Electrical Usage		Annual Gas Usage		Overall EUI (kBtu/sqft)	Energy Cost (\$/sqft)
		(kWh)	(kBtu)	(Therms)	(kBtu)		
City Hall	8,170	75,521	257,753	2,045	204,520	56.6	\$ 1.39
OFC - City Hall	5,000	3,528	12,042	1,125	112,509	24.9	\$ 0.35
PavillionPK Irrigation		15,420	52,628	0	0		\$ -
Rocky Hill		2,693	9,191	0	0		\$ -
Pavillion PK		9,924	33,871	0	0		\$ -
Liberty Lake RD - Pond Pump		134,198	458,018	0	0		\$ -
Library	27,638	147,507	503,440	7,596	759,553	45.7	\$ 0.81
Total	40,808	388,791	1,326,944	10,766	1,076,582	127.2	\$ 0.87

IX. ESTIMATED ANNUAL SAVINGS AMOUNT & UTILITY INCENTIVE

A. ELECTRICAL

The ESCO estimates that annual electrical costs will be reduced by \$1,187. This estimate is based on an annual consumption being reduced by 13,064 kWh.

B. NATURAL GAS

The ESCO estimates that annual gas cost will be reduced by \$122. This estimate is based on the annual consumption being reduced by 214 therms.

C. UTILITY INCENTIVE

The ESCO estimates that an incentive in the amount of \$1,280 will be provided by Avista.

X. METHOD OF CALCULATING ENERGY SAVINGS & ENERGY COST SAVINGS

A. ENERGY AUDIT

The energy cost savings are calculated in Exhibit 1. These savings calculations have been reviewed and accepted by the DES Energy Program project management, the Owner and the ESCO.

B. CALCULATION OF SAVINGS

1. The Owner, DES, and the ESCO agree that the energy savings exists if the ESCO equipment performs as described below (as measured per Section IV.6):
 - a) **Backup generator installed by the ESCO:** This system performs properly when the newly installed system successfully completes a simulated power failure test demonstrated to the ESCO and City.
 - b) **RTU installed by the ESCO:** These systems perform properly when system efficiencies match or exceed the proposed equipment efficiencies (80% gas heating and EER 11) and the thermostat setpoint's and schedule match the commissioning report.
 - c) **Lighting systems installed by the ESCO:** The lighting systems perform properly when new components with efficiencies equal to or greater than those in Exhibit 1 are installed
2. The Owner and the ESCO agree that should the ESCO installed equipment not perform as outlined in Section X.B.1, the ESCO shall pay the equivalent value of the guaranteed level of the calculated energy savings associated with the failed area. The Owner agrees to notify the ESCO by telephone within two working days of detecting any non-performing ESCO installed equipment with a follow-up in writing within three business days; refer to Section 1.C for contact information.
3. The ESCO shall have up to two weeks from notification to repair the ESCO equipment without reduction of savings.
4. **Modifications to Baseline by Owner:** The Owner shall maintain all existing facilities and installed equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.

XI. FINANCING

Project financing will be provided by the Owner.

XII. ENERGY SAVINGS GUARANTEE

The ESCO guarantees that the equipment will perform as indicated in Section X - Method of Calculating Energy Savings & Energy Cost Savings. This performance level is guaranteed for 1 year following the notice of commencement of savings (defined as Year 1), or for the duration of the monitoring and verification services, whichever is shorter. Based on this performance, and as indicated in Exhibit 1, electrical savings will not be less than 11,758kWh per year, and gas savings will not be less than 192 therms per year. This corresponds with 90% of the estimated energy savings.

In the event that the guaranteed performance in Year 1, pursuant to Section X – Method of Calculating Energy Savings & Energy Cost Savings, is less than the guaranteed minimum, the ESCO shall pay the Owner in accordance with Section X.B.2.

XIII. ESCO COMPENSATION

A. PAYMENTS

1. Owner agrees to make progress payments based on construction progress and one subsequent payment for retainage.
2. Retainage will be released within 45 days after receipt of all lien releases, L&I releases, and Revenue and Employment Security certificates and releases by Owner.

XIV. TERMS OF AGREEMENT

Subject to the following sentence, the term of this Contract shall be 1 year beginning with the Notification of Commencement of Energy Savings. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period." All energy savings achieved during the Interim Period will be fully credited to Customer.

XV. TERMINATION VALUE

Upon commencement of energy savings, Owner may at any time terminate this Agreement.

Any termination shall fully and finally terminate and extinguish all the Owner's rights and all of the ESCO's obligations under this agreement.

XVI. PROJECT SCHEDULE

The ESCO will complete design work within 60 days of Notice to Proceed. Construction work will be substantially complete within 180 days of design acceptance. Final completion will be within 240 days of design acceptance.

XVII. EXTENT OF SUBCONTRACTING

The ESCO may subcontract the energy audit, design, construction management, start-up, and training portions of this Contract to qualified firms at its sole discretion. Construction subcontracts may be awarded competitively or may be directly sourced to a selected contractor should the owner and ESCO agree.

The ESCO will endeavor to satisfy the MWBE goals of Washington State. The ESCO will not be required to meet these goals if the project budget is exceeded and cost effectiveness is impaired.

XVIII. INSURANCE & BONDING

1. The ESCO shall provide a payment and performance bond in accordance with Exhibit 3. Builders Risk Insurance will also be provided by the ESCO.
2. For the purposes of this Agreement, the "Sum Amount of Bond" shall be \$154,354. This amount does not include any construction contingencies.
3. The bond amount consists of the following:
 - i. Labor, Material & Bond Cost.....\$141,739
 - ii. Sales Tax.....\$12,615
 - iii. Bond Total.....\$154,354

(a) Certificates of General Liability Insurance will be provided prior to Contract Signing. The State of Washington shall be named as An Additional Insured on all insurance certificates.

4. The ESCO shall provide a payment and performance bond in the amount of 100% of the construction cost, as defined in the Energy Services Agreement Addendum. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No. which incorporates the work, and the "Contract Date" shall be the date of the Addendum. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing the ESCO equipment, job superintendent, and state sales tax. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of the ESCO Equipment or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

XIX. RENEGOTIATION

Both parties recognize that during the project implementation, the DES Energy Program Manager, Owner, and the ESCO may mutually agree to various modifications and that the energy savings may change as a result. Further, local code officials may require unanticipated changes to the project scope. In either event, both parties shall negotiate in good faith to restructure the project to maintain the intent of this Agreement.

XX. EXHIBITS & TABLES

Please see attached exhibits & tables

A. TABLE 1: FINANCIAL ANALYSIS

PROJECT COSTS & ENERGY SAVINGS FOR SELECTED OPTIONS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ 8,500	\$ -	\$ 8,500
Estimated Labor and Material Cost	\$ 132,545	\$ 3,690	\$ 136,235
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Estimated Utility Incentive	\$ -	\$ 1,280	\$ 1,280
Estimated Client Net Cost (excluding add'l years M&V)			\$ 248,251
Client Initial Cash Payment			\$ 248,251
			\$ -
Amount to be Financed by Client:			\$ -
Year 1 Estimated Cash Flow:			\$ 1,308
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ 1,178

ECONOMIC ASSUMPTIONS

Interest Rate :	3.00%
Financing Term:	15 years
Payments/year:	2
Est Annual Rate of Energy Increases:	1.50%
Savings Guarantee:	90%

ANNUAL ENERGY SAVINGS	Mechanical	Water	Lighting	General	Total
Electrical Savings (kWh)	5,135	0	7,930	0	13,064
Electrical Savings (kW)	22	0	0	0	22
Nat Gas Savings (Therms)	214	0	0	0	214
\$ Saved	\$ 588	\$ -	\$ 720	\$ -	\$ 1,308

B. TABLE 2: CASH FLOW

II. PROJECT CASH FLOW FOR SELECTED OPTIONS

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference year	2020 0	2021 1	2022 2	2023 3	2024 4	2025 5	2026 6	2027 7	2028 8	2029 9	2030 10	2031 11	2032 12	2033 13	2034 14	2035 15	2036 16	2037 17	2038 18	2039 19	2040 20
Mechanical, General, and Water savings	\$ -	\$ 588	\$ 597	\$ 606	\$ 615	\$ 624	\$ 634	\$ 643	\$ 653	\$ 662	\$ 672	\$ 682	\$ 693	\$ 703	\$ 714	\$ 724	\$ 735	\$ 746	\$ 757	\$ 769	\$ 780
Lighting Savings	\$ -	\$ 720	\$ 731	\$ 742	\$ 753	\$ 764	\$ 776	\$ 788	\$ 799	\$ 811	\$ 824	\$ 836	\$ 848	\$ 861	\$ 874	\$ 887	\$ 901	\$ 914	\$ 928	\$ 942	\$ 956
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ 664	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ -	\$ 144
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 1,308	\$ 1,328	\$ 1,492	\$ 1,368	\$ 1,389	\$ 1,409	\$ 2,095	\$ 1,452	\$ 1,474	\$ 1,496	\$ 1,662	\$ 1,541	\$ 1,564	\$ 1,588	\$ 1,756	\$ 1,636	\$ 1,660	\$ 1,685	\$ 1,854	\$ 1,736
Cumulative Savings:	\$ -	\$ 1,308	\$ 2,636	\$ 4,128	\$ 5,496	\$ 6,885	\$ 8,294	\$ 10,389	\$ 11,841	\$ 13,315	\$ 14,811	\$ 16,473	\$ 18,014	\$ 19,579	\$ 21,166	\$ 22,922	\$ 24,558	\$ 26,218	\$ 27,903	\$ 29,758	\$ 31,494

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90%)

Year ending	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Mechanical, General, and Water savings	\$ -	\$ 529	\$ 537.20	\$ 545	\$ 553	\$ 562	\$ 570	\$ 579	\$ 587	\$ 596	\$ 605	\$ 614	\$ 623	\$ 633	\$ 642	\$ 652	\$ 662	\$ 672	\$ 682	\$ 692	\$ 702
Lighting Savings	\$ -	\$ 648	\$ 657.97	\$ 668	\$ 678	\$ 688	\$ 698	\$ 709	\$ 719	\$ 730	\$ 741	\$ 752	\$ 764	\$ 775	\$ 787	\$ 798	\$ 810	\$ 823	\$ 835	\$ 847	\$ 860
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ 664	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ -	\$ 144
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 1,178	\$ 1,195	\$ 1,357	\$ 1,231	\$ 1,250	\$ 1,269	\$ 1,952	\$ 1,307	\$ 1,326	\$ 1,346	\$ 1,511	\$ 1,387	\$ 1,408	\$ 1,429	\$ 1,594	\$ 1,472	\$ 1,494	\$ 1,517	\$ 1,683	\$ 1,562
Cumulative Savings:	\$ -	\$ 1,178	\$ 2,373	\$ 3,730	\$ 4,961	\$ 6,211	\$ 7,479	\$ 9,431	\$ 10,738	\$ 12,064	\$ 13,411	\$ 14,921	\$ 16,308	\$ 17,716	\$ 19,145	\$ 20,739	\$ 22,212	\$ 23,706	\$ 25,222	\$ 26,906	\$ 28,468

ANNUAL PROJECT COSTS

Amount Financed: \$ -
Cash Payment: \$ 248,251

Year ending	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Annual Financing Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ameresco Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DES Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ 248,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Cash Flow from Estimated Energy Savings (with inflation)	\$ (248,251)	\$ 1,308	\$ 1,328	\$ 1,492	\$ 1,368	\$ 1,389	\$ 1,409	\$ 2,095	\$ 1,452	\$ 1,474	\$ 1,496	\$ 1,662	\$ 1,541	\$ 1,564	\$ 1,588	\$ 1,756	\$ 1,636	\$ 1,660	\$ 1,685	\$ 1,854	\$ 1,736
Cumulative	\$ (248,251)	\$ (246,943)	\$ (245,615)	\$ (244,123)	\$ (242,755)	\$ (241,366)	\$ (239,957)	\$ (237,862)	\$ (236,410)	\$ (234,936)	\$ (233,440)	\$ (231,778)	\$ (230,237)	\$ (228,672)	\$ (227,085)	\$ (225,329)	\$ (223,693)	\$ (222,033)	\$ (220,348)	\$ (218,493)	\$ (216,757)
Cash Flow from Guaranteed Energy Savings (with inflation)	\$ (248,251)	\$ 1,178	\$ 1,195	\$ 1,357	\$ 1,231	\$ 1,250	\$ 1,269	\$ 1,952	\$ 1,307	\$ 1,326	\$ 1,346	\$ 1,511	\$ 1,387	\$ 1,408	\$ 1,429	\$ 1,594	\$ 1,472	\$ 1,494	\$ 1,517	\$ 1,683	\$ 1,562
Cumulative	\$ (248,251)	\$ (247,073)	\$ (245,878)	\$ (244,521)	\$ (243,290)	\$ (242,040)	\$ (240,772)	\$ (238,820)	\$ (237,513)	\$ (236,187)	\$ (234,840)	\$ (233,330)	\$ (231,943)	\$ (230,535)	\$ (229,106)	\$ (227,512)	\$ (226,039)	\$ (224,545)	\$ (223,029)	\$ (221,345)	\$ (219,783)

C. TABLE 3: FULL LIST OF MEASURES

ECM #	Conservation Measure	Baseline						Proposed						Savings				Financials			
		Current Annual Use - Electrical		Current Gas Use (Therms)	Current Electric Cost (\$)	Current Gas Cost (\$)	Current Total Cost (\$)	Future Total Annual Use - Electric		Future Gas Use (Therms)	Future Electric Cost (\$)	Future Gas Cost (\$)	Future Total Cost (\$)	Annual Savings Electric		Annual Gas Savings (Therms)	Annual Resource Savings (\$)	Labor/Mat'l Cost	Estimated Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
		Consume (kWh)	Demand (kW)					Consume (kWh)	Demand (kW)					Consume (kWh)	Demand (kW)						
City-Wide																					
Mechanical Conservation Measures																					
LLK-M1a	Public Safety Building RTU's (Trane Units) - This measure will replace the three (3) existing Trane units with new, high-efficiency equipment. This measure also includes replacement of the 5 existing thermostats in the public safety building, as described in ECM LLK-M1b. <i>If this measure is selected, then LLK-M1b must be turned off.</i>	18,699	129	4,931	\$ 1,699	\$ 2,805	\$ 4,504	13,565	107	4,717	\$ 1,232	\$ 2,683	\$ 3,915	5,135	22	214	\$ 588	\$ 44,614	\$ -	\$ 44,614	75.87
LLK-M1b	Public Safety Building Controls - This measure will replace the existing HVAC controls with new programmable communicating thermostats to allow for remote access via a phone app or web browser. <i>If this measure is selected, then LLK-M1a must be turned off.</i>	18,699	129	4,931	\$ 1,699	\$ 2,805	\$ 4,504	15,443	125	4,893	\$ 1,403	\$ 2,784	\$ 4,187	3,256	4	37	\$ 317	\$ 4,572	\$0	\$ 4,572	14.43
LLK-M2a	Library Building RTU's (Carrier Units) - This measure will replace the four (4) existing Carrier units with new, high-efficiency equipment. This cannot be selected as a stand-alone measure - ECM-LLK-M1a must be selected. This measure also includes commissioning of the 4 existing communicating thermostats in the Library building, as described in ECM LLK-M2b. <i>If this measure is selected, then LLK-M2a must be turned off.</i>	16,568	86	1,428	\$ 1,505	\$ 812	\$ 2,317	12,905	75	1,241	\$ 1,172	\$ 706	\$ 1,878	3,662	10	187	\$ 439	\$ 39,010	\$0	\$ 39,010	88.89
LLK-M2b	Library Building Commissioning - This measure will retro-commission the existing HVAC controls for the four (4) existing RTU's serving the Library Building. <i>If this measure is selected, then LLK-M2a must be turned off.</i>	16,657	86	1,428	\$ 1,513	\$ 812	\$ 2,325	14,063	85	1,268	\$ 1,277	\$ 721	\$ 1,999	2,594	1	160	\$ 327	\$ 1,230	\$0	\$ 1,230	3.76
Water Conservation Measures																					
LLK-W1	Pond Lining - This measure will upgrade the existing pond feature at the Trailhead Golf Course. The pond will be reconfigured to include a new membrane lining, new water features, and a rock outer edge. This measure will also include a new power service to the golf course restroom. Lights will be added to the interior and exterior of the restrooms.	47,414	-	-	\$ 3,581	\$ -	\$ 3,581	17,630	-	-	\$ 1,332	\$ -	\$ 1,332	29,783	-	-	\$ 2,250	\$ 297,727	\$ -	\$ 297,727	132.35
LLK-W2	Pavilion Park Irrigation - This measure will upgrade the existing irrigation system by installing a new irrigation mainline, new control valves, and new or modified laterals and head layouts per the plans.	-	-	-	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ 364,968	\$ -	\$ 364,968	
Lighting Conservation Measures																					
LLK-L1	Exterior Lighting - This measure will upgrade/replace the existing exterior HID lighting equipment with new LED fixtures. The areas receiving upgrades include the City Hall parking lot, the Library/Public Safety Building, Pavilion Park Picnic Shelter, and the Rocky Hill Park parking lot. New motion sensors will be installed to control the light in the Pavilion Park picnic shelter.	25,897	-	-	\$ 2,352	\$ -	\$ 2,352	4,754	-	-	\$ 432	\$ -	\$ 432	21,143	-	-	\$ 1,920	\$ 21,391	\$ 3,790	\$ 17,601	9.16
LLK-L1a	Exterior Lighting - This measure will upgrade/replace the existing exterior HID lighting equipment with new LED fixtures. The areas receiving upgrades include the Library/Public Safety Building.	9,912	-	-	\$ 900	\$ -	\$ 900	1,982	-	-	\$ 180	\$ -	\$ 180	7,930	-	-	\$ 720	\$ 3,690	\$ 1,280	\$ 2,410	3.08
LLK-L2	Library Interior Lighting - This measure will upgrade or replace the existing interior lighting with new LED equipment.	21,443	-	-	\$ 1,948	\$ -	\$ 1,948	16,019	-	-	\$ 1,455	\$ -	\$ 1,455	5,424	-	-	\$ 493	\$ 57,853	\$ 910	\$ 56,943	115.58
General Conservation Measures																					
LLK-G1	Emergency Generator - This measure will install a new backup generator for the public safety building in place of the Solar Photovoltaic System.	-	-	-	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ 87,931	\$ -	\$ 87,931	
LLK-G2	Library/Public Safety Building Windows - This measure will replace the existing windows with new, more thermally efficient windows and frames. Select windows in the Library will include an operable section.	-	-	1,509	\$ -	\$ 859	\$ 859	-	-	967	\$ -	\$ 550	\$ 550	-	-	543	\$ 309	\$ 176,813	\$ -	\$ 176,813	

D. TABLE 4: SELECTED MEASURES

ECM #	Conservation Measure	Baseline						Proposed						Savings				
		Current Annual Use - Electrical		Current Gas Use (Therms)	Current Electric Cost \$	Current Gas Cost \$	Current Total Cost \$	Future Total Annual Use - Electric		Future Gas Use (Therms)	Future Electric Cost \$	Future Gas Cost \$	Future Total Cost \$	Annual Savings Electric		Annual Gas Savings (Therms)	Annual Resource Savings \$	Annual Intenan Savings Yr 1
		Consume kWh	Demand kW					Consume kWh	Demand kW					Consume kWh	Demand kW			
LLK-M1a	Public Safety Building RTU's (Trane Units) - This measure will replace the three (3) existing Trane units with new, high-efficiency equipment. This measure also includes replacement of the 5 existing thermostats in the public safety building, as described in ECM LLK-M1b. If this measure is selected, then LLK-M1b must be turned off.	18,699	129	4,931	1,699	2,805	\$4,504	13,565	107	4,717	\$1,232	\$2,683	\$3,915	5,135	22	214	\$588	
LLK-L1a	Exterior Lighting - This measure will upgrade/replace the existing exterior HID lighting equipment with new LED fixtures. The areas receiving upgrades include the Library/Public Safety Building.	9,912			900		\$900	1,982			\$180		\$180	7,930			\$720	
LLK-G1	Emergency Generator - This measure will install a new backup generator for the public safety building in place of the Solar Photovoltaic System.																	

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AMENDMENT	
	IAA No.: K5899 Project No. 2020-568 Amendment No. 1	
CITY OF LIBERTY LAKE 22710 E. Country Vista Dr. Liberty Lake, WA 99019	Date:	April 24, 2020

INTERAGENCY AMENDMENT

Between

CITY OF LIBERTY LAKE

And

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

The parties to this Amendment, the Department of Enterprise Services, Energy Program, hereinafter referred to as “DES”, and City of Liberty Lake, hereinafter referred to as the “CLIENT AGENCY”, hereby amend the Agreement as follows:

1. **TERM.** The term of the agreement commences April 29, 2019, and ending on **December 31, 2023** unless altered or amended as provided herein.
2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.
 - a. **SERVICES:** DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” and Attachment “C”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A” and Attachment “C”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2a.1 Public Safety & Library Buildings Energy Upgrades outlined in the Ameresco, Inc. Energy Services Proposal dated March 13, 2020.

- b. **COMPENSATION.** Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.
 - i. **Project Management Services (Attachment A):** For Project Management Services provided by DES, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment “B”.

- ii. Termination Fee: If the CLIENT AGENCY after authorizing an investment grade audit and Energy Services Proposal, decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).
- iii. Measurement & Verification Services (Attachment C): If measurement and verification services beyond the first three years following the Notice of Commencement of Energy Services are requested by the CLIENT AGENCY, and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year that monitoring and verification services are provided.
- c. PAYMENT OF ESCO SERVICES. Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, recommended approval, and sent the invoices to the CLIENT AGENCY for payment.

2c.1 Energy Project Management Fee for the work described in Section 2a.1 is \$20,700.00. Anticipated billing date for this Amendment is January 1, 2021.

The new total Agreement value is \$20,700.00.

Sections d. through e. terms and conditions of the original Agreement remain in full force and effect.

3. INVOICES; BILLING.

- a. BILLING PROCEDURE. Energy Program shall submit a single invoice to the CLIENT AGENCY upon **substantial completion** of each authorized project, unless a project specified a Special Billing Condition in the Amendment. **Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy savings issued by the ESCO.** Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within 60 days of the expiration or termination of this Agreement.
- b. PAYMENT PROCEDURE. The CLIENT AGENCY shall pay all invoices received from the Energy Program within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.
- c. BILLING DETAIL. Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
 - The date(s) such services were provided

- Brief description of the services provided
- Total invoice amount

d. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Liberty Lake

**Department of Enterprise Services
Energy Program**

[Shane Brickner, Mayor](#)

 Title Date

 Roger A. Wigfield, PE
 Energy Program Manager

 Title Date

K5899IAAamd1ko

ATTACHMENT A – OF WORK

Energy/Utility Conservation Projects

PROJECT MANAGEMENT SERVICES

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and recommend approval of the ESCO's invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B - Fee Schedule

2019-21 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$68,800.....	25,700
4,000,001.....5,000,000.....	67,700.....	25,400
3,000,001.....4,000,000.....	66,700.....	25,000
2,000,001.....3,000,000.....	62,500.....	23,400
1,500,001.....2,000,000.....	58,300.....	21,800
1,000,001.....1,500,000.....	51,600.....	19,300
900,001. ... 1,000,000.....	43,800.....	16,400
800,001.....900,000.....	41,300.....	15,400
700,001.....800,000.....	38,300.....	14,400
600,001.....700,000.....	36,500.....	13,700
500,001.....600,000.....	33,800.....	12,600
400,001.....500,000.....	30,200.....	11,300
300,001.....400,000.....	25,800.....	9,700
200,001.....300,000.....	20,700.....	7,700
100,001.....200,000.....	14,400.....	5,400
50,001.....100,000.....	7,800.....	3,500
20,001.....50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and energy service proposal. No termination fee will be charged unless the CLIENT AGENCY decides not to proceed to construction based on an energy services proposal that identifies projects that met the CLIENT AGENCY'S cost effectiveness criteria.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C – SCOPE OF WORK

Energy/Utility Conservation Projects

MEASUREMENT & VERIFICATION SERVICES

Statewide Energy Performance Contracting Program

If requested DES will provide the following measurement and verification services following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and recommend approval of any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.

MEASUREMENT & VERIFICATION (M&V) AUTHORIZATION No. 2020-568 B (2)

City of Liberty Lake

Public Safety & Library Buildings Energy Upgrades

April 24, 2020

MASTER ENERGY SERVICES AGREEMENT NO. 2019-179 A (1)

The Owner and the Energy Services Company (ESCO) named below do hereby enter into an Agreement under terms described in the following sections:

Authorization to Proceed
Compensation Schedule
Project Conditions

Scope of Work
Compensation for M&V Services
Schedule for M&V Services

I. AUTHORIZATION TO PROCEED:

Energy Services Company:

Ameresco, Inc.
222 Williams Ave. South, Suite 100
Renton, WA 98057
Telephone No. (206) 522-4270
Fax No. (425) 687-3173
E-Mail Address emartino@ameresco.com

Owner:

City of Liberty Lake
acting through the
Department of Enterprise Services
Energy Program
PO Box 41476
Olympia, WA 98504

By _____
Name _____
Title _____
Date _____

By _____
Name Roger A. Wigfield, PE
Title Energy Program Manager
Date _____

State of Washington Contractor's License No.
WA Revenue Registration No.
Federal Tax Identification No.
MWBE Certification No.

AMEREI*004PZ
602 062 980
04-3512838

II. COMPENSATION SCHEDULE:

Total Services being provided under this Agreement:

Services	Compensation
	New
Measurement and Verification Services Year 1	\$ 1,142.00
Measurement & Verification Services Years 2 through 3	\$ 0.00
Grand Total (plus WSST as applicable)	\$ 1,142.00

III. PROJECT CONDITIONS:

The Project Conditions contained in the Master Energy Services Agreement will be used unless specifically changed herein. Specifically, after the project is constructed and the Notice of Commencement of Energy Cost Savings (NCES) has been issued, the Measurement and Verification (M&V) period begins. The guarantee of savings by the ESCO shall remain in effect for the term of the M&V Agreement.

IV. SCOPE OF WORK:

Provide M&V reporting for one year starting immediately after Owner acceptance of the NCES for the Public Safety & Library Buildings Energy Upgrades, 2020-568 G (1-1), per the City of Liberty Lake Energy Services Proposal dated March 13, 2020.

The ESCO shall submit within sixty (60) days of the end of the annual M&V period, an M&V report consistent with the M&V procedures described in the ESCO's approved Energy Services Proposal (ESP). The M&V report shall describe the energy savings and equipment performance for the previous twelve-month period. The M&V report shall be consistent with and incorporate relevant data described in the ESCO energy audit, ESP and the project's Energy Services Authorization. Utility bill reporting, if appropriate, shall include reporting of current billing utility units compared to the baseline use both in tabular and graphic form, for the previous 12 months. Relevant data and calculations will support the conclusions and findings of the M&V report. It is understood that the ESCO and the Owner have agreed that the International Performance Measurement & Verification Protocol, will be used as a reference for the M&V report should there be questions or disagreements on the form or content of the report.

V. COMPENSATION FOR M&V SERVICES:

The Owner shall reimburse the ESCO annually, in accordance with the M&V fee schedule included in the original ESP or as agreed to under a separate proposal for ongoing M&V services. The total compensation for M&V services shall be \$1,142.00, from the guaranteed savings for the M&V services. The M&V fee shall be paid to the ESCO within sixty (60) days following acceptance of the M&V report. Payment to the ESCO shall be contingent upon the Owner's acceptance of the ESCO's M&V report. The ESCO's M&V report shall be considered accepted 30 days after its submission; unless the ESCO is notified in writing that the report has been rejected.

VI. SCHEDULE FOR M&V SERVICES:

M&V Services shall start immediately after Owner acceptance of the NCES and will run for one year plus 60 days for final report preparation, unless this Authorization is amended earlier to add additional years of M&V services. The amendment shall be based upon a proposal by the ESCO for ongoing M&V services. The proposal shall indicate the length of the guarantee period and the cost of required annual M&V reporting.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

April 24, 2020

TO: Jennifer Camp, City of Liberty Lake

FROM: Kim Obi, Contracts Specialist, (360) 407-8273

RE Agreement No. 2020-568 A (1), Amendment No. 1
M&V Agreement No. 2020-568 B (2)
Contract No. 2020-568 G (1-1)
Public Safety & Library Buildings Energy Upgrades

IAA No. K5899

Ameresco, Inc.

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows (see page 2 for funding detail):

ESCO Professional Services Total	\$ 51,038.90
ESCO Measurement and Verification Total	\$ 1,243.64
ESCO Construction Total	\$ 168,048.46
DES Energy Program Project Management Services Total (IAA)	\$ <u>20,700.00</u>
Total Funding	\$ 241,031.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project

By_Name / Title

Date

Please sign and return this form to E&AS. If you have any questions, please call me.

Agreement No. 2020-568 A (1), Amendment No. 1

M&V Agreement No. 2020-568 B (2)

Contract No. 2020-568 G (1-1)

Funding Approval Detail

ESCO Professional Services

Energy Audit and Energy Services Proposal	\$	8,500.00
*Audit & Energy Services Proposal from Authorization 20-568 A (1)	\$	(8,500.00)
Design and Implementation of Energy Conservation Measures	\$	46,173.00
Sales Tax (8.9%) (Includes tax on Audit proposal)	\$	4,865.90
Total	\$	51,038.90

ESCO Measurement and Verification

First Year Measurement & Verification	\$	1,142.00
Sales Tax (8.9%)	\$	101.64
Total	\$	1,243.64

ESCO Construction

ESCO Contract Amount	\$	141,739.00
Sales Tax (8.9%)	\$	12,614.77
Contingency Amount (with Tax)	\$	13,694.69
Total	\$	168,048.46

DES Energy Program Project Management Services

Project Management Fee from IAA No. K5899, Amendment No. 1	\$	20,700.00
Total	\$	20,700.00

Note: Items and dollar values shown in a lighter color shade have been approved via previous funding authorizations and are shown for informational purposes only.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

April 24, 2020

TO: Insurance Agent for
Ameresco, Inc.

FROM: Kim Obi, Contracts Specialist, (360) 407-8273

RE: Contract No. 2020-568 G (1-1)
Public Safety & Library Buildings Energy Upgrades
City of Liberty Lake

The General Conditions for Washington State Energy Savings Performance Contracting require that Ameresco, Inc. provide the State of Washington with a signed contract, bond and insurance within 15 days of receipt. It is therefore essential that you provide the contractor with the bonds and insurance as soon as possible. Please refer to the attached *Insurance and Bonding Requirements*.

Please note that the payment and performance bonds shall be written on the AIA Form A312 for the amount of the contract plus state sales tax, and that Builder's Risk or Installation Floater insurance coverage is required in the amount of the contract. Include the contract number and project name on all documents.

We would like a preview copy by e-mail of these documents before finalizing. My e-mail address is: kim.obi@des.wa.gov

Should you have questions, please contact me. Thank you for your assistance.

ko

Attachments

ENERGY INSURANCE AND BONDING REQUIREMENTS

(Paragraphs keyed to the state's General Conditions for Washington State Energy Savings Performance Contracting)

PART 2 – INSURANCE AND BONDS

2.1 ESCO'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, ESCO shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the ESCO's insurance by Owner shall not relieve or decrease the liability of ESCO. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. ESCO shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and the A.M. Best ratings shall be indicated on the insurance certificates.

- A. Term of insurance coverage: ESCO shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. ESCO shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.18.
1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: ESCO shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by ESCO or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner **as an additional named insured** for Work performed in accordance with the Contract Documents, and all insurance certificates **shall evidence the Owner as an additional insured.**

2.2 COVERAGE LIMITS

A. Required Insurance Coverages: The coverage limits shall be as follows:

1. For a contract less than \$100,000.00, the coverage required is:
 - a. Comprehensive General Liability Insurance – The ESCO shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of the services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the ESCO or its officers, agents, representatives, assigns or servants. The limits of insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, the ESCO shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
 - c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.
2. For contracts over \$100,000.00 but less than \$5,000,000.00 the ESCO shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.
3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$4,000,000.00
Products – Commercial Operations limit	\$4,000,000.00
Personal and Advertising Injury Limit	\$2,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If ESCO-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If ESCO’s employees’ vehicles are used, the ESCO must also include under the Business Automobile Policy Code 9, coverage of non-owned autos. The minimum limits for automobile liability is \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.
5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.) The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.
 - a. In addition to providing insurance coverage for the project as outlined above, the ESCO shall provide Pollution Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.
6. For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.
7. For projects in which Avista Corporation is providing any incentive funding under the Demand Side Management Program for the conservation of electricity add the following subparagraph:
 - a. Pollution Liability – The ESCO shall maintain, at all times during the performance of the services, Pollution Liability insurance in an amount not less than \$1,000,000.00 per occurrence with an Aggregate of \$2,000,000.00 Such policy shall be maintained for a period of two (2) years after the date of ESCO’s completion of the Work. Any ESCO performing Work under this contract shall be required to provide proof of such Pollution Liability insurance prior to performance of any Work.

2.3 INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates:

1. Certificate Required: The ESCO shall furnish acceptable proof of insurance coverage on the ACORD 25 form. The ESCO shall furnish to Owner a completed certificate of insurance coverage prior to commencement of the Work.
2. List Project info: All insurance certificates shall name Owner's Project Number and Project Title
3. Cancellation provisions: All insurance certificates shall specifically require 45 days prior notice to Owner of cancellation of any material change, except 30 days for surplus line insurance.

2.4 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the ESCO shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The ESCO shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. If the Contract Amount is \$150,000.00 or less, at the option of the Contractor the Owner may, in lieu of the bond, retain 10% of the Contract Amount for the period allowed by RCW 39.08.010. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

2.5 ALTERNATIVE SURETY

When alternative surety required: ESCO shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.6 BUILDER'S RISK

- A. ESCO to buy Property Insurance: ESCO shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, ESCO, and any Subcontractors, as their interests may appear.
- B. Losses covered: ESCO property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ESCO's services and expenses required as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and ESCO waive all subrogation rights against each other, any Subcontractors, ESCO, ESCO's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2.7 EQUIPMENT INSURANCE

- A. Risk of loss, theft, or damage to ESCO Equipment or other acts which may render ESCO Equipment unserviceable are assumed by the ESCO until the Notice of Commencement of Energy Cost Savings is accepted by the Owner and DES for the EEM utilizing that particular ESCO Equipment. Thereafter, Owner shall be responsible at all times for any loss or damage resulting from adjustments, modifications, or other actions taken or performed by its own personnel on ESCO Equipment that are not in accordance with the instructions provided with the equipment.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

April 24, 2020

RETAINAGE INVESTMENT

ESCO Contractor	Ameresco, Inc.
ESCO Contract No.	2020-568 G (1-1)
Description	Public Safety & Library Buildings Energy Upgrades
Client Agency	City Liberty Lake

Pursuant to R.C.W. 60.28, you are required to exercise your option, IN WRITING, on whether or not monies reserved from the amounts due you on the above contract shall be placed in escrow. You are therefore directed to complete and return this form with the signed copy of the above contract to the Energy Program.

Should you desire to have the retained monies invested, it will then be necessary that you enter into an escrow agreement with a bank, trust or savings and loan company, and the above Client Agency.

This form will be transmitted to the Client Agency for further action in preparing the escrow agreement.

ENERGY SERVICES CONTRACTOR'S OPTION

- _____ I do not request retainage on the above contract to be invested.
- _____ I hereby request retainage on the above contract be invested.
- _____ I hereby request retainage on the above contract be invested and converted into bonds and sureties.

Signature

Date

Title

ESCO Contract No.	<u>2020-568 G (1-1)</u>
Project	<u>Public Safety & Library Buildings</u> <u>Energy Upgrades</u>
Agency	<u>City of Liberty Lake</u>
Date	<u>April 24, 2020</u>

STATE OF WASHINGTON
ENERGY SERVICE COMPANY (ESCO) CONSTRUCTION CONTRACT
For the DEPT. OF ENTERPRISE SERVICES, ENERGY PROGRAM

This Energy Service Company (ESCO) Construction Contract, made and entered into this 24th day of April, 2020, shall be the agreed basis of performing the following work by and between the State of Washington, City of Liberty Lake acting through the Department of Enterprise Services, Energy Program, hereinafter referred to as the Owner, and

Ameresco, Inc.
222 Williams Ave. South, Suite 100
Renton, WA 98057
Telephone (206) 522-4270
E-mail emartino@ameresco.com

hereinafter referred to as the ESCO or Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said ESCO agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the attached Scope of Work, Energy Services Proposal dated March 13, 2020 for:

Energy Services Authorization No. 2020-568 A (1)
Master Energy Services Agreement No. 2019-179 A (1)

Audits and Proposals for this project were prepared by the ESCO according to the terms of the Contract Documents which include, but are not limited to, the Master Energy Services Agreement, Energy Services Authorization(s), the accepted Proposal, *General Conditions for Washington State Energy Savings Performance Contracting*, Addenda, Specifications, Drawings, Bond, and this Construction Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed and shall be substantially complete within 300 consecutive calendar days after the date of Notice to Proceed.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the ESCO, the Owner hereby agrees to pay the ESCO for said work completed according to the Contract Documents, for not more than the sum of \$141,739.00, plus 8.9% state sales tax consisting of the following:

ESCO Contract Cost \$ 141,739.00

The ESCO shall bond this contract in accordance with Section 2.04 of the General Conditions for Washington State Energy Savings Performance Contracting. The construction value plus contingency is a guaranteed maximum not-to-exceed cost and final payment to the ESCO shall be reconciled to reflect the actual installed cost provided it does not exceed the guaranteed maximum cost.

FOURTH: ESCO payments to subcontractors and materialmen shall not be contingent upon the ESCO receiving payment from the Owner. Unless otherwise agreed upon, payment to the ESCO shall be made only after completion of the energy efficiency measure(s) and the ESCO has issued a Notice of Commencement of Energy Savings and the Owner has accepted such Notice.

FIFTH: Consistent with RCW 39.12.120, ESCO and its subcontractors shall keep accurate payroll records for three years from the date of acceptance of the project and file a copy of its certified payroll records using the Department of Labor and Industries' online system at least once per month. If the Department of Labor and Industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the Department of Labor and Industries at least once per month in a format approved by the Department of Labor and Industries. A contractor, subcontractor, or employer's noncompliance with this section constitutes a violation or RCW 39.12.050.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Energy Program, has caused this ESCO Construction Contract to be subscribed in its behalf, and the said ESCO has signed this ESCO Construction Contract the day and year first above written.

ESCO:
Ameresco, Inc.

Owner:
City of Liberty Lake
acting through the
Department of Enterprise Services
Energy Program

By _____
Name _____
Title _____
Date _____

By _____
Name Roger A. Wigfield, PE
Title Energy Program Manager
Date _____

WA State Contractor's License No. AMEREI*004PZ
Federal Tax ID No. 04-3512838 UBI
Number 602 062 980 MWBE
Certification No. _____

2020568Gcontko

April 24, 2020

SCOPE OF WORK

ESCO Contract No. 2020-568 G (1-1)

Public Safety & Library Buildings Energy Upgrades
City of Liberty Lake

Furnish and install the energy efficiency measures, including any and all necessary ancillary equipment, as described in the City of Liberty Lake Energy Services Proposal dated March 13, 2020.

POLICE DEPARTMENT – FACILITY PROJECT

GENERATOR

ROOF TOP UNITS (RTU)

LIGHTING

APRIL 21, 2020

▶ BACKGROUND INFORMATION

- * FACILITY BUILT IN 1992
- * PURCHASED JULY 2008 \$1,969,998
- * TI'S \$675,000
- * MOVED IN MAY 2009
- * SOLAR INSTALLED JUNE 2010 \$123,763
(GRANT FUNDED PROJECT)

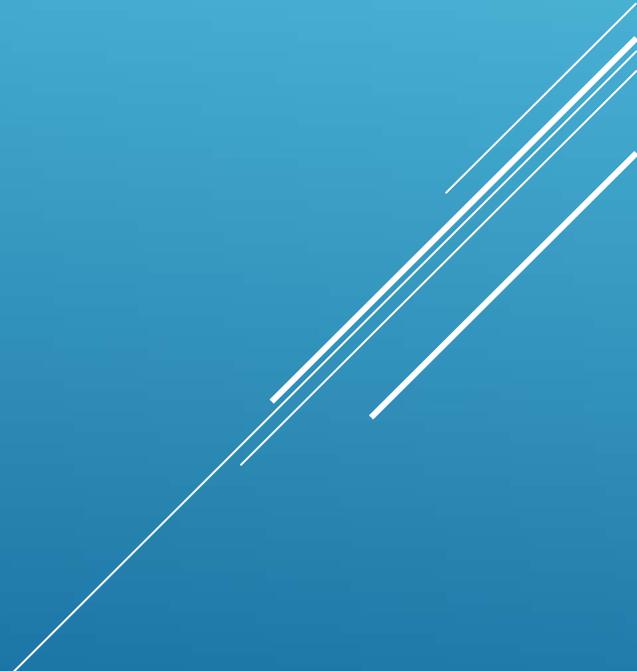
▶ BUILDING SYSTEM: STATUS/EVENTS

1. SERVER CRASHED @ CITY HALL 2012
2. SERVER MOVED TO PD 2012
3. POWER FAILURE 2018
4. SOLAR/BATTERIES DO NOT BACK UP THE ENTIRE FACILITY
5. INVERTER DOESN'T WORK
6. BATTERIES HAVE PERFORMANCE ISSUES AND NEED TO BE EVALUATED AND/OR MAINTAINED
7. RTU – NEAR END OF LIFE
8. LIGHTING – LED VS. HIGH PRESSURE SODIUM

▶ GENERATOR	\$161,056.34
▶ RTU	\$ 81,715.98
▶ LIGHTING	\$ 6,758.68
▶ TOTAL:	\$249,531.00

PROJECT COST

▶ QUESTIONS AND ANSWERS

- ▶ Q HOW IS THIS PROJECT FUNDED?
 - ▶ A FUNDED IN THE 2020 BUDGET WITH REET FUNDS
 - ▶ Q HOW WAS THE SCOPE OF THIS PROJECT IDENTIFIED?
 - ▶ A CAPITAL FACILITY REPORT RECOMMENDING PRIORITIZED PROJECTS
 - ▶ Q CAN WE BREAK THIS PROJECT INTO 3 SEPARATE PROJECTS (IE GENERATOR, RTU, LIGHTS)?
 - ▶ A YES BUT THE PROPOSAL WOULD HAVE TO BE REDONE. INDIVIDUAL PROJECT COSTS WILL CHANGE IF THE SCOPE CHANGES.
- 

▶ QUESTIONS AND ANSWERS

Q IS THIS PROJECT TIME SENSITIVE THAT WE HAVE TO DO IN NOW?

A NO

Q HOW WAS THE GENERATOR SIZED – IS 45 Kw TOO BIG?

A IT WAS SIZED TO SUPPORT THE ENTIRE FACILITY WHICH IS STANDARD FOR AN ESSENTIAL FACILITY. (OTHER SMALLER PD FACILITY'S HAVE FROM 100 Kw to 25 Kw. 100kW TO 50kW IS THE NORM)

Q RTU – WHY NOT 90% EFFICIENCY?

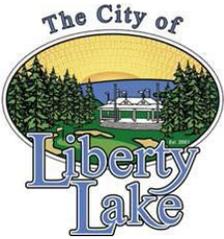
A ROI FROM 80% TO 90% DOES NOT PENCIL OUT PER AVISTA

Q CAN WE MANUALLY OPERATE THE GARAGE DOORS AND GATES

A YES

▶ NEXT STEPS?





AGENDA ITEM NO.: 10Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: **Interlocal Agreement SCRAPS**
January 1, 2020 – December 31, 2020

FOR THE AGENDA OF: May 5, 2020

DEPT. OF ORIGIN: Police

EXHIBIT: **Interlocal Agreement for Animal
Protections Services**

DEPT. HEAD APPROVAL: Chief Brian Asmus

EXPENDITURE REQUIRED:	YES
BUDGETED:	YES

SUMMARY STATEMENT

The BOCC approved the Interlocal Agreement for Animal Control Services in the City of Liberty Lake with a 1-year term. (January 1, 2020 – December 31, 2020) This agreement is a renewal of our current contract with SCRAPS for the purpose of providing animal control services for the City of Liberty Lake as outlined in the interlocal. The cost for animal control services for 2020 will be \$11,089.00. The agency user fee calculation for animal control services is shown in Exhibit 4. The amount for 2020 is a slight increase from our prior three-year agreement.

The agreement may be modified in writing by mutual agreement of the parties. Any party may terminate this agreement for any reason whatsoever upon a minimum of 180 days written notice to the other parties. The agreement has been reviewed by City Attorney Sean Boutz.

Services provided under this agreement are listed as attachment A.

RECOMMENDED ACTION

Staff recommendation is to enter into the interlocal agreement for animal control services for the City of Liberty Lake with SCRAPS for the period of January 1, 2020 through December 31, 2020.

**INTERLOCAL AGREEMENT FOR ANIMAL PROTECTION SERVICES
IN THE CITY OF LIBERTY LAKE
(January 1, 2020 - December 31, 2020)**

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**,” and 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 Dr., Liberty Lake, Washington 99019, hereinafter referred to as “**CITY**,” jointly hereinafter referred to as the “**PARTIES**.”

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of County property and the management of County funds and business; and

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

WHEREAS, pursuant to RCW 36.32.120(7), the Board of County Commissioners of Spokane County may enact ordinances dealing with animal control within the unincorporated areas of Spokane County; and

WHEREAS, the **CITY** may enact ordinances dealing with animal control within its boundaries; and

WHEREAS, Spokane County has established an Animal Protection Department managed by an Animal Protection Director and maintains an animal shelter through Spokane County Regional Animal Protection Services (“**SCRAPS**”); and

WHEREAS, the **CITY** desires to employ the services of Spokane County to perform certain animal control functions within the boundaries of the **CITY**.

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

SECTION NO. 1: PURPOSE

The purpose of the Agreement is to reduce to writing the **PARTIES** understanding as to the terms and conditions under which **COUNTY**, through its Animal Protection Department (“**SCRAPS**”) will provide “Animal Protection Services” to **CITY** within its boundaries. It is the intent of the **PARTIES** that Animal Protection Services to be provided by **COUNTY** will be consistent with the **CITY’S** Mayor/Council form of government provided for in chapter 35A.12 RCW and within the statutory responsibilities of a **CITY** Animal Protection Officer.

For the purpose of this Agreement, Animal Protection Services shall encompass the duties and functions which the COUNTY'S Animal Protection Department customarily provides within the unincorporated areas of Spokane County. Said services shall include:

1. Enforcement of CITY'S Animal Protection Ordinance;
2. Enforcement of CITY'S Inherently Dangerous Mammals/Reptiles Ordinance;
3. Enforcement of chapter 16.08 RCW (Dogs);
4. Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals);
5. Enforcement of chapter 16.54 RCW (Abandoned Animals)

Enforcement includes those items set forth in Attachment "A," attached hereto and incorporated herein by reference, as they relate to - protection and enforcement services," "shelter services", "special programs;" "veterinary services", the licensing of dogs, cats and inherently dangerous mammals/reptiles; and appearing before all administrative and judicial hearings in conjunction with such duties and functions. (See Exhibit 1).

COUNTY, at its discretion, may conduct surveys within CITY for unlicensed dogs and cats.

In conjunction with the enforcement of No. 1 and No. 2 herein above, CITY shall adopt and keep current by appropriate legislative actions, (i) Animal Control Ordinance; and (ii) Inherently Dangerous Mammals/Reptiles Ordinance substantially identical to those adopted by COUNTY as they presently exist or as they may hereinafter be modified/amended, to include all fees/penalties. This responsibility shall not be deemed a restriction upon the CITY'S legislative power. COUNTY'S ordinances are respectively codified as Chapter 5.04 of the Spokane County Code and Chapter 5.12 of the Spokane County Code.

COUNTY shall provide CITY with a copy of Chapter 5.04 and Chapter 5.12 of the Spokane County Code and all subsequent modifications/amendments thereto. CITY shall provide COUNTY with copies of its adopted/amended Ordinances substantially identical to Chapters 5.04 and 5.12 of the Spokane County Code.

CITY shall provide legal counsel to prosecute any citations/complaints issued by COUNTY in enforcement of No. 1 through No. 5 hereinabove in the Municipal/District Court or Superior Court.

In performing the above services, COUNTY will provide such personnel, as it deems necessary as well as all vehicles and materials of any kind or nature whatsoever at no cost to CITY.

Standards of performance, discipline of employees, and other matters incidental to providing such Animal Protection Services to include control/supervision of personnel shall remain in COUNTY. All persons employed in the performance of Animal Protection Services shall be COUNTY employees. COUNTY Animal Protection Director agrees to meet and confer with CITY with respect to staff assigned to provide Animal Protection Services. Issues of discipline or performance will be specifically left to COUNTY. COUNTY shall designate those persons it desires to be commissioned by CITY'S Chief of Police to issue notices of infraction and criminal citations contemplated by this Agreement. COUNTY will provide CITY'S Chief of Police with appropriate information to

demonstrate the qualifications of the designated person to act under commission of CITY'S Chief of Police. Nothing herein contained shall make any employee of COUNTY an employee of CITY.

The COUNTY Animal Protection Director or his/her designee agrees to attend staff meetings as requested by the CITY Mayor.

CITY shall supply at its own cost and expense any special supplies or stationary which its requests COUNTY use in providing Animal Protection Services.

COUNTY will provide Animal Protection Services above and beyond those set forth herein to CITY at cost negotiated between CITY and COUNTY.

SECTION NO. 2: DURATION

This Agreement shall be effective at 12:01 A.M. on January 1, 2020, and run through 12:00 P.M. December 31, 2020, and shall automatically renew annually unless one of the PARTIES provides notice of termination as provided in Section Nos. 5 and 10 of this Agreement.

SECTION NO. 3: COST OF SERVICES AND PAYMENTS

See Exhibit 3.

SECTION NO. 4: EXTRAORDINARY COSTS

In the event of unplanned and/or unbudgeted for and significant expenses related to the provision of Animal Protection Services, the jurisdiction necessitating the provision of such Services will be financially responsible for the associated expenses. Unplanned for Animal Protection Services that may result in the accrual of extraordinary costs may include but are not limited to the legal seizure or impound of a large number of animals necessitating extended on-site holding, offsite boarding, and/or non-routine veterinary care.

SECTION NO. 5: NOTICE

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

COUNTY: Spokane County Chief Executive Officer
(or his/her authorized representative)
1116 West Broadway Avenue
Spokane, WA 99260

Spokane County Regional Animal Protection Service
6815 E. Trent Avenue Spokane Valley, WA 99212
Attention: Animal Control Director

CITY: City of Liberty Lake Mayor (or his/her authorized representative)
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

SECTION NO. 6: COUNTERPARTS

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

SECTION NO. 7: ASSIGNMENT

No Party may assign in whole or in part its interest in this Agreement without the approval of all other PARTIES.

SECTION NO. 8: LIABILITY

(a) COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, or any of them from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense; provided that CITY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or any of them, or jointly against CITY and COUNTY and their respective officer, agents, and employees, COUNTY shall satisfy the same.

(b) CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, or any of them from all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such claims, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense; provided that COUNTY reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or any of them, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

(c) The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of

claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.

(d) COUNTY agrees to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverage of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including for COUNTY professional liability and auto liability coverage.

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of COUNTY shall be deemed to be an employee, agent, servant or representative of CITY for any purpose. Likewise, no agent, employee, servant or CITY representative shall be deemed to be an employee, agent, servant or representative of COUNTY for any purpose.

SECTION NO. 10: MODIFICATION/TERMINATION

This Agreement may be modified in writing by agreement of the PARTIES.

Any Party may terminate this Agreement for any reason whatsoever upon a minimum of -180 days written notice to the other PARTIES.

Upon termination, CITY shall be obligated to pay for only those Animal Protection Services rendered prior to the date of termination based upon a pro rata division of those costs set forth in Section No. 3 hereinabove to the date of termination.

Upon termination, at CITY'S option, COUNTY shall continue to provide Animal Protection Services to completion for those criminal/infraction cases filed prior to the effective date of termination.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized by COUNTY in providing Animal Protection Services shall remain with COUNTY unless specifically and mutually agreed by the PARTIES to the contrary.

SECTION NO. 12: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES. This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 13: DISPUTE RESOLUTION

Any dispute among the PARTIES with respect to the methodologies used to calculate the costs of Animal Control Services under the terms of this Agreement that cannot be resolved between the PARTIES shall be subject to arbitration.

COUNTY and CITY shall each have the right to designate a person to act as an arbitrator. The two (2) selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on COUNTY and CITY.

The costs of the arbitration panel shall be jointly split between COUNTY and CITY.

The decision of the arbitration panel shall be binding and not subject to judicial review.

SECTION NO. 14: VENUE STIPULATION

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

SECTION NO. 15: SEVERABILITY

It is understood and agreed among the PARTIES that 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 regarding the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement conflicts 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 NO. 16: HEADINGS

The section headings appearing in this Agreement have been inserted solely for convenience and ready reference. In no way, do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 17: DESIGNATION OF ADMINISTRATOR

COUNTY appoints the COUNTY Animal Protection Director or his/her designee as its agent for the purposes of administering the terms of this Agreement. COUNTY Animal Protection Director agrees to meet with CITY on a periodic basis agreeable to both Parties, but no less than one time per year, to review the services being provided herein. The Animal Protection Director or his/her designee will

immediately notify the CITY Mayor or his/her designee of any Animal Protection emergency within CITY.

SECTION NO. 18: RECORDS

All public records prepared, owned, used or retained by COUNTY and/or Animal Protection Department in conjunction with providing Animal Protection Services under the terms of this Agreement shall be deemed CITY property and shall be made available to CITY upon request by CITY Mayor. COUNTY or Animal Protection Department will notify CITY of any public disclosure request under chapter 42.56 RCW for copies or viewing of such records as well as COUNTY'S response thereto.

SECTION NO. 19: ASSURANCE

COUNTY represents and assures CITY that no other city or town will receive more favored treatment in receipt of Animal Control Services than made available to CITY for similar services.

SECTION NO. 20: SUPERSEDE

This Agreement supersedes all previous agreements executed between the Parties with respect to animal control services including that executed under Spokane County Resolution No. 16-0757 entitled "INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF LIBERTY LAKE (January 1, 2017 – December 31, 2019)".

SECTION NO. 21: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 22: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the public, to third persons.

SECTION NO. 23: ANNUAL REPORT

The SCRAPS Director shall prepare an annual performance and service utilization report. The annual performance and service utilization report shall include, among other matters, performance measurements/indicators such as annual number of pet licenses sold/issued, live release rate, calls for service, emergency calls, animal impounds, investigations and trappings

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 2 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** This Agreement shall be listed by subject on each agency's web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 10 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 11 above.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year below their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

Ginna Vasquez
Clerk of the Board

AL FRENCH, Vice-Chair

JOSH KERNS, Commissioner

DATED: _____

CITY OF LIBERTY LAKE

ATTEST:

Ann Swenson, City Clerk

Shane Brickner, Mayor

Approved as to form only:

Sean P. Boutz, City Attorney

ATTACHMENT “A”

Exhibit 1 - Animal Service Description

Protection and Enforcement Services

Protection and enforcement services provided during normal hours of operation, as determined by Spokane County, include response to the following requests for service:

High Priority requests for service that may pose an emergent danger to the community and/or require response by a commissioned Animal Protection Officer:

- Abandoned animal
- Animal at large investigation
- Animal cruelty
- Barking investigation
- Bite to humans or other animals
- Check on conditions
- Code violation
- Compliance chec
- Emphasis patrol
- Exotic inspection
- Follow-up
- Failure to report a hit-by-car animal
- Illegal kennel
- Illegal tethering
- Information visit
- Kennel inspection
- Law enforcement or fire department assist
- Non-compliance check
- Prohibited sale
- Re-check
- Threat
- Unsafe confinement

Lower Priority requests for service that do not pose an emergent danger to the community and/or may be attended to by an Animal Service Representative (via phone) or a non-commissioned Animal Protection Assistant:

- Animal at large letter or officer contact
- Barking officer contact
- Barking letter
- Community cat field release
- Confined animal
- Dead on arrival animal

- Documentation pickup/delivery
- Dog park patrol
- Injured animal
- Owner release
- Patrol for aggressive dog
- Trap pickup
- Sick animal
- Stray, unconfined animal

Protection and enforcement services provided after normal hours of operation, referred to as Emergency Services, include:

- Abandoned animal (depending on circumstance)
- Animal bite (depending on circumstances and severity)
- Animal cruelty (depending on circumstance)
- Check on conditions (depending on circumstance)
- Confined unsafe (depending on circumstances)
- Dog at large threats (if dog still at large)
- Illegal tethering (depending on circumstance)
- Injured animal
- Law enforcement or fire department assist
- Patrol for aggressive dog
- Sick animal (depending on circumstance)

Shelter Services

Shelter services include caring for and placing Spokane County’s homeless, lost, abused, and/or neglected dogs, cats, and other domesticated animals. These services are provided 6-7-days per week.

- Post-impound animal care includes foster placement and/or in-shelter housing, daily feeding and cleaning, behavior/personality assessment, enrichment, and necessary veterinary care.
- Animal placement includes reunification with owners (redemptions), adoption into new homes, and transfer to partner animal rescue organizations.
- Animals deemed “dangerous” pursuant to Spokane County Code are quarantined and held pending a law enforcement (animal protection) determination.
- Operating policies, codes, public fee structures, and partnerships are aimed at reducing the number of animals impounded and minimizing their lengths of stay, while working to secure life-affirming outcomes for them whenever possible and appropriate. Efforts to reduce the number of animals impounded include the acceptance of owner surrendered animals only in exigent circumstances or when shelter capacity is high, the maintenance of a pet food bank for animal owners, and the undertaking of a trap-neuter-return program that facilitates the sterilization and vaccination of community cats.
- Operations include the maintenance of a crematorium to properly dispose of deceased animals.
- The County will maintain a pet license program to comply with County Code.

Special Programs

Special programs include the facilitation of the shelter's volunteer and community outreach programs.

Veterinary Services

Veterinary services include the undertaking of routine wellness exams and the administration of vaccinations upon impound, the treatment of common causes of illness, the performance of sterilization surgeries, and the surgical correction of common ailments. Veterinary services may also involve the procurement of third-party emergency care, as deemed necessary.

Exhibit 2 - Performance Measures and Reporting

Service Goals

- The provision of high priority and emergency protection and enforcement services immediately if a person's and/or animal's safety and/or healthy is at immediate risk or, in the absence of such immediate risk, within 24 hours of request.
- The provision of low priority protection and enforcement services within 48 hours of request.
- The return of licensed or otherwise identified animals impounded in the field by Animal Protection Officers to their homes whenever possible or, in the absence of this possibility, the notification of the identified owner by phone and mail within 24 hours of the animals impound.
- The operation of a 24-hour emergency phone line to allow for immediate response to requests for emergency protection and enforcement services.
- The examination, scanning (for a microchip), and vaccination of all impounded animals whose disposition allows therefore.
- The provision of appropriate routine and veterinary care to impounded animals and the securing of life-affirming outcomes for impounded animals whenever possible and appropriate.
- The offering of convenient online avenues for pet licensing procurement and submission of requests for protection and enforcement services.

Performance Measures

Enforcement

- Volume of and response time to high priority calls.
- Volume of and response time to low priority calls.

Shelter

- Save and live release rates for impounded animals.
- Number of community cats sterilized, vaccinated, and returned to field.

Any Contracting Party's concerns regarding the provision of protection and enforcement services shall be forwarded to the SCRAPS Advisory Board for consideration at their next scheduled meeting. Failure to resolve the concern by the SCRAPS Advisory Board shall result in the concern being immediately forwarded to the Board of County Commissioners for resolution. If the Contracting Party is not satisfied

by the decision of the Board of County Commissioners, it may seek resolution vis-a-vis SECTION No. 17.

Reporting

Activity-specific statistics will be shared with Contracting Parties monthly and will include the following:

- The number of requests for service by type.
- The number of impounded animals.
- The number of community cats trapped, sterilized, vaccinated, and returned to the field.
- The number of emergency requests for service.

Citizen Complaint Reporting

Spokane County will provide each Contracting Party with a monthly report listing any complaints received within the City by SCRAPS staff for the preceding month, and, for each complaint, the associated listing shall include:

- The nature of the complaint.
- The location of the associated incident.

Citizen Complaint Process

- Written complaints may be submitted via mail, email, or the online complaint form available on the SCRAPS website. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by the SCRAPS staff member receiving the complaint.
- All complaints shall be handled by SCRAPS Management within five (5) business days *unless* the complaint is related to an ongoing/active investigation.
- Unresolved complaints shall be referred to the Board of County Commissioners and resolved within ten (10) business days of receipt. Spokane County will notify the appropriate Contracting Party's representative in writing of the Board of County Commissioners' decision.

Exhibit 3 - Calculation of Payment

Allocable costs are adjusted for each Contracting Party based on actual, yearly increases or decreases for all services and annexations (within or outside the program service area). Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflation Cap.

Service Year Cost Allocation Process:

- Total Protection and Enforcement Service costs, including a portion of administration and relative debt/capital costs, shall be allocated among all Contracting Parties based as follows: (1) 50% on their relative human populations, and (2) 50% on the number of calls for services attributable to each Contracting Party.
- Total Shelter Services costs, including a portion of administrative and relative debt/capital costs, shall be allocated among all Contracting Parties based as follows: (1) 20% on their relative

human populations, and (2) 80% on the total number of impounded animals attributable to each Contracting Party.

- The Annual Service Year cost for each Contracting Party will be reduced based on the Licensing revenue generated within their respective jurisdiction from the previous year. Licensing revenue shall be attributed to each Contracting Party based on the residency (per the most recent, historical data available) of the individual purchasing the license.

Budgeted Total Net Allocable Costs shall be calculated for all Contracting Parties as Budgeted Total Allocable Costs (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**.

Total Non-Licensing Revenue shall mean all revenue generated from fines, forfeitures, and other fees and charges imposed by SCRAPS in connection with organizational operation *but excluding* Total Licensing Revenue, Donations, interest, and grant monies.

Annual Budget Inflator Cap shall mean the maximum amount by which Budgeted Total Allocable Costs may be increased from one service year to the next service year, calculated as the rate of increase up to three percent (3%) *plus* the rate of population growth for the preceding year for Spokane County (including the unincorporated area and all contracting jurisdictions), as identified by comparing the two most recently published July OFM city and county population reports.

All reserves associated with fees will be retained by SCRAPS for future capital or operational needs.

Billing Procedure. County will bill City for one-twelfth of calculated fee each month. Regular monthly payment by City will be due within 30 days of receipt of invoice.

**Exhibit 4
Animal Control Fee Calculation Example**

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Application		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	2.41%	2.41%
	16,899	6,325
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	1.45%	1.40%
	10,167	14,686
Component Totals	27,066	21,011
Less: Jurisdiction Licensing Revenue	15,158	
Annual Jurisdiction Fee	32,919	

Jurisdiction	Population	Population %	2019 Calls for Service	CFS %	2019 Impounds	Impounds %	Enforcement	Sheltering	Licensing Revenue	Estimated Fee	2020 Contract Amount	Difference
Millwood	1,795	0.35%	49	0.44%	45	0.51%	5,519.53	6,244.47	5,443	6,321.00	7,956.55	(1,635.55)
Cheney	12,410	2.41%	162	1.45%	124	1.40%	27,066.27	21,010.98	15,158	32,919.25	18,712.62	14,206.63
Fairfield	625	0.12%	17	0.15%	16	0.18%	1,917.99	2,213.52	1,053	3,078.51	1,326.09	1,752.42
Deer Park	4,390	0.85%	87	0.78%	59	0.67%	11,438.11	9,225.15	7,416	13,247.25	11,050.77	2,196.48
Medical Lake	5,005	0.97%	128	1.14%	86	0.97%	14,848.69	12,736.37	8,703	18,882.06	11,492.80	7,389.26
Rockford	485	0.09%	9	0.08%	8	0.09%	1,225.28	1,194.68	677	1,742.95	1,084.22	658.73
Liberty Lake	11,000	2.13%	93	0.83%	45	0.51%	20,815.84	10,935.90	20,663	11,088.74	7,367.18	3,721.56
Airway Heights	9,545	1.85%	57	0.51%	133	1.50%	16,575.18	20,616.73	6,827	30,364.91	-	30,364.91

Total System Count 515,250 11,180 8,869

2020 Net Enforcement Budget 1,403,286

2020 Net Shelter Budget 1,313,014

Spokane County Regional Animal Protection Services

2020 Budget

Proposed Contract Revenue Formula

	Administration	Enforcement	Sheltering	Special Programs	Vet Clinic	Total
Revenue						
License & Renewals			1,151,068			1,151,068
Fees			105,500		125,256	230,756
Contracts		1,434,394				1,434,394
Interest & Misc Rev	9,900		23,000		7,960	40,860
Donations				242,186	347,974	590,160
Transfer from REET			439,457			439,457
Total Revenue	9,900	1,434,394	1,719,025	242,186	481,190	3,886,695
Expenditures						
538,785	409,508	320,940	75,686	120,986	1,465,905	
302,066	234,410	201,320	44,771	59,142	841,709	
M&O					527,658	161,580
Captial						
Debt						439,457
Total Expenditures					1,368,509	805,498
Administration Allocation						597,788
Total Expenditures					1,358,609	1,403,286
Net (Use) / Source		31,108	(138,946)	-	(13,876)	(121,714)

Exhibit 4
Animal Control Fee Calculation Example

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applic:		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	2.41%	2.41%
	16,899	6,325
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	1.45%	1.40%
	10,167	14,686
Component Totals	27,066	21,011
Less: Jurisdiction Licensing Revenue	15,158	
Annual Jurisdiction Fee	32,919	

**Exhibit 4
Animal Control Fee Calculation Example**

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
 Less: Applicat		
-		105,500
Transfer from REET	-	439,457
		544,957
 Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	0.35%	0.35%
	2,444	915
 Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	0.44%	0.51%
	3,075	5,330
 Component Totals	5,520	6,244
 Less: Jurisdiction Licensing Revenue	5,443	
 Annual Jurisdiction Fee	6,321	

**Exhibit 4
Animal Control Fee Calculation Example**

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applic:		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	0.12%	0.12%
	851	319
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	0.15%	0.18%
	1,067	1,895
Component Totals	1,918	2,214
Less: Jurisdiction Licensing Revenue	1,053	
Annual Jurisdiction Fee	3,079	

Exhibit 4
Animal Control Fee Calculation Example

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applicat		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	0.85%	0.85%
	5,978	2,237
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	0.78%	0.67%
	5,460	6,988
Component Totals	11,438	9,225
Less: Jurisdiction Licensing Revenue	7,416	
Annual Jurisdiction Fee	13,247	

**Exhibit 4
Animal Control Fee Calculation Example**

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applic:		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	0.97%	0.97%
	6,816	2,551
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	1.14%	0.97%
	8,033	10,186
Component Totals	14,849	12,736
Less: Jurisdiction Licensing Revenue	8,703	
Annual Jurisdiction Fee	18,882	

Exhibit 4
Animal Control Fee Calculation Example

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applic:		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	0.09%	0.09%
	660	247
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	0.08%	0.09%
	565	947
Component Totals	1,225	1,195
Less: Jurisdiction Licensing Revenue	677	
Annual Jurisdiction Fee	1,743	

**Exhibit 4
Animal Control Fee Calculation Example**

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applic:		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	2.13%	2.13%
	14,979	5,606
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	0.83%	0.51%
	5,837	5,330
Component Totals	20,816	10,936
Less: Jurisdiction Licensing Revenue	20,663	
Annual Jurisdiction Fee	11,089	

Exhibit 4
Animal Control Fee Calculation Example

Calculation of Allocable Budget		
	Enforcement	Sheltering
Expenditure Budget		
Salaries	409,508	320,940
Benefits	234,410	201,320
M&O	161,580	352,810
Capital	-	-
Debt	-	439,457
Administration Allocation	597,788	543,444
	1,403,286	1,857,971
Less: Applicat		
-		105,500
Transfer from REET	-	439,457
		544,957
Net Allocable Budget	1,403,286	1,313,014

Calculation of Jurisdiction Fee		
	Enforcement	Sheltering
Population Component:		
Population Weight	50%	20%
Population % of Total	1.85%	1.85%
	12,998	4,865
Statistical Component:	Calls for Service	Impounds
Statistical Weight	50%	80%
Statistical % of Total	0.51%	1.50%
	3,577	15,752
Component Totals	16,575	20,617
Less: Jurisdiction Licensing Revenue	6,827	
Annual Jurisdiction Fee	30,365	



AGENDA ITEM NO.: 10Biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:

Donation –Liberty Lake Together

FOR THE AGENDA OF: May 5, 2020

DEPT. OF ORIGIN: Finance

EXHIBIT:

DEPT. HEAD APPROVAL: RJ Stevenson

ESTIMATED VALUE:	\$2,000 Cash
BUDGETED:	N/A

SUMMARY STATEMENT

On April 28, the City of Liberty Lake received an anonymous donation of \$2,000. The donation did specify that these monies are to be spent on expenses related to the Liberty Lake Together Campaign.

RECOMMENDED ACTION

1. Accept the donation of \$2,000 to support the Liberty Lake Together Campaign.