CITY COUNCIL MEETING
TUESDAY, OCTOBER 6, 2026
HELD REMOTELY & IN PERSON AT CITY HALL
22710 E COUNTRY VISTA DRIVE

Instructions for providing public comment can be found at the end of the agenda.

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

6:00 P.M. REGULAR SESSION

1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Roll Call**
5. **Agenda Approval**
6. **Citizen Comments**
7. **Appointments**
8. **Announcements / Proclamations / Special Presentations**
   - A. Road Scholar and Road Master Certificate Presentations
   - B. Government Relations and Legislative Advocacy Strategy
9. **Reports & Inquiries**
   - A. City Council
   - B. Mayor
   - C. City Administrator
10. **Workshop Discussions**
    - A. TIF/LIFT 3 Year Project Schedule
    - B. 2027-2032 Capital Facilities Plan

11. General Business – Consent Agenda

A. September 15, 2026, Meeting Minutes
Recommended Action: Approve September 15, 2026 Meeting Minutes.

B. October 6, 2026 Vouchers
Recommended Action: Approve the October 6, 2026, vouchers, August 16–31, September 1–15 payroll and benefits in the total amount of 2,054,997.91.

C. Purchase of School Zone Beacons – Mission Avenue Frontage Improvements Project
Recommended Action: Authorize purchase of school beacons for Mission Avenue Frontage Improvements Project in an amount not to exceed $16,000.

D. Authorize Placer.ai location intelligence annual subscription payment
Recommended Action: Move to authorize payment of the Placer.ai subscription in an amount not to exceed $17,658.

E. SCJ Alliance — Task Order Reauthorization
Recommended Action: Move to approve Amendment No. 1 to Task Order 7 and Amendment No. 1 to Task Order 9, authorizing increases of $10,000 each and revised task-order spending limits of $91,000 and $15,000, respectively.

F. Molter Road Grind and Overlay Project — Engineering Services Contract
Recommended Action: Authorize the Mayor to execute an agreement with Parametrix, Inc. in the amount of $139,820 and any necessary documents consistent with the approved agreement and project scope.

G. Donation of Fire Skid Unit by Heroes Homestead and One Mission
Recommended Action: Move to authorize acceptance of the $5,000 fire skid unit donation from Heroes Homestead and One Mission, and authorize the mayor to complete the donation documentation.

H. Reauthorization of Mini-Weather Station Service Renewal with Frost Solutions
Recommended Action: Authorize payment to Frost Solutions in the amount not to exceed $13,080 for the use of four (4) mini-weather stations from November 1, 2026, through October 31, 2027.

12. General Business - Action Items

A. Consulting Services Agreement with Capital Path Consulting LLC
Recommended Action: Authorize the Mayor to execute the consulting services agreement with Capitol Path Consulting LLC.

13. Council Comments

14. Public Hearings / Appeals

15. **Resolutions**

    A. Resolution 02-047L Periodic Update to Personnel Manual

16. **Ordinances**

    A. Ordinance 230B Comcast Franchise Agreement 10 Year Extension (2nd Read)

    B. Ordinance 318: Adopting a New City Logo (2nd Read)

17. **Emergency Ordinances**

18. **Introduction of Upcoming Agenda Items**

19. **Citizen Comments**

20. **Executive Session**

    A. Executive Session Per RCW 42.30.110(1)(i)(ii) Litigation

21. **Adjournment**

JOIN ZOOM MEETING

1st meeting of the month:
To view the meeting live via Zoom Meeting, join the Zoom web meeting:

Meeting Instructions:

Join from a PC, Mac, iPad, iPhone or Android device:
https://us02web.zoom.us/j/86578556158

Or One tap mobile:
+12532050468,,86578556158# US
+12532158782,,86578556158# US (Tacoma)

Or join by phone:
Dial: +1 253 205 0468 or +1 253 215 8782

Webinar ID: 865 7855 6158

PUBLIC COMMENT

If you wish to provide oral public comments during the Council meeting, you may do so in-person at City Hall or virtually via zoom. If you wish to speak in-person, please fill out a yellow Request to Speak Form. If you wish to speak via zoom, please join the zoom meeting using the meeting information above. The Mayor will invite public comments during the appropriate section of the agenda, at which time you can raise your hand, or send a request to speak to our meeting host using the chat function within the zoom meeting.

WRITTEN PUBLIC COMMENTS

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

*Note – If providing written comments, the comments received will be acknowledged during the public meeting, but not read. All written comments received by 4:00 p.m. will be provided to the mayor and city council members in advance of the meeting.

AGENDA ITEM NO.: 8.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Road Scholar and Road Master Certificate Presentations

Dept of Origin: Public Works **Dept. Head Approval:** Ben Turner

Exhibit(s):
None

Expenditure Required	No
Budgeted	N/A
City Program	N/A

Summary Statement

The Local Highway Technical Assistance Council (LHTAC) will be presenting certificates of completion to members of the Public Works Department Streets Division to recognize completion of the Road Master and Road Scholar technical education programs.

Recommended Action

N/A

AGENDA ITEM NO.: 8.B.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Government Relations and Legislative Advocacy Strategy

Dept of Origin: Executive **Dept. Head Approval:** Mark McAvoy

Exhibit(s):
None

Expenditure Required	No
Budgeted	N/a
City Program	City Council Governance

Summary Statement

Staff will present the legislative priorities and advocacy strategy for 2027.

Recommended Action

No action recommended.

AGENDA ITEM NO.: 10.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: TIF/LIFT 3 Year Project Schedule

Dept of Origin: Finance and Admin Services

Dept. Head Approval: Kyle Dixon

Exhibit(s):
None

Expenditure Required	No
Budgeted	N/A
City Program	Capital project delivery

Summary Statement

Partner developers will be in attendance to brief council on eligible TIF/LIFT projects planned for the next 3-5 years. Council will review and deliberate on eligible projects to include in an updated resolution.

Recommended Action

Workshop discussion.

AGENDA ITEM NO.: 10.B.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: 2027-2032 Capital Facilities Plan

Dept of Origin: Public Works **Dept. Head Approval:** Ben Turner

Exhibit(s):
2027 Capital Facilities Plan_DRAFT_091426

Expenditure Required	N/A
Budgeted	N/A
City Program	Long Range Planning

Summary Statement

The City Council will review the draft 2027–2032 Capital Facilities Plan and the City's proposed long-term capital investment priorities. Discussion will focus on project priorities, timing, funding availability, and alignment with the City's strategic goals and infrastructure needs. Council direction received during the workshop will be used to finalize the plan and inform the development of the 2027 budget.

Recommended Action

Provide feedback regarding elements of the draft 6-yr Capital Facilities Plan for incorporation into the final version to be adopted in conjunction with the 2027 budget.



2027-2032

Capital Facilities Plan (DRAFT)

October 6, 2026

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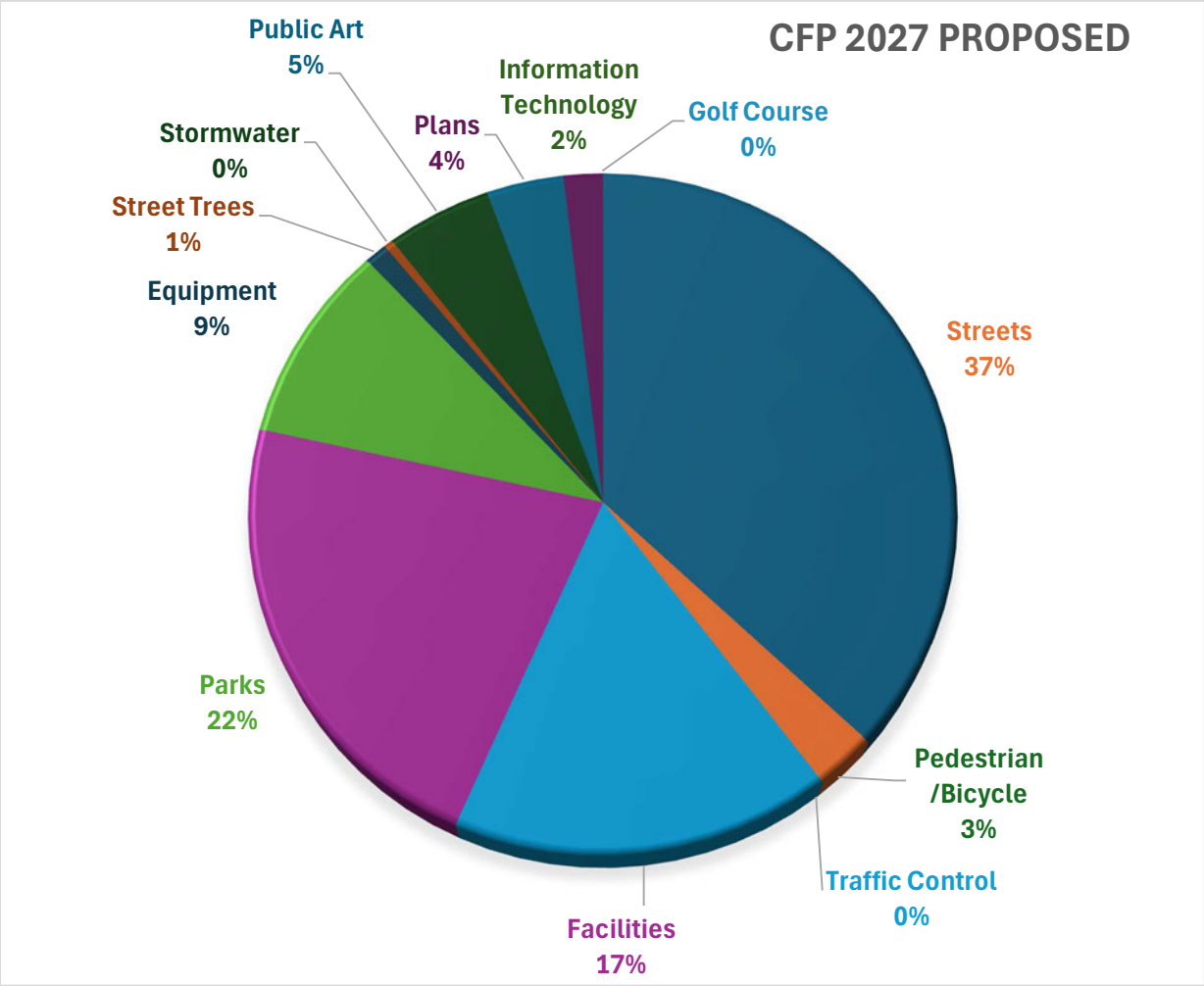
2027 – 2032

CAPTITAL FACILITIES PLAN EXECUTIVE SUMMARY

The City of Liberty Lake Capital Facilities Plan (CFP) is a planning document adopted annually and incorporated by reference into the City of Liberty Lake Comprehensive Plan. The CFP identifies the City's planned capital investments, including new projects, facility improvements, infrastructure investments, and asset management activities, anticipated over the next six years.

The 2027 Capital Facilities Plan identifies proposed capital investments for 2027 through 2032 and is intended to serve as a long-term framework for prioritizing and funding the City's capital needs. Capital projects identified for 2027 are reflected in the City of Liberty Lake Proposed 2027 Budget, which will be reviewed and adopted concurrently with the Capital Facilities Plan. Any amendments made by the City Council to the 2027 Capital Facilities Plan that affect funding or project appropriations will be incorporated into the final adopted budget.

The chart below summarizes the areas of proposed capital investment for the City of Liberty Lake in 2027.



All cost estimates included in the proposed Capital Facilities Plan (CFP) reflect the anticipated full cost of each project, including design, right-of-way acquisition where applicable, construction, inspection, and contingency. The 2027 CFP was developed using the adopted 2026-2031 Capital Facilities Plan as a baseline, with modifications based on updated project scopes, current cost information, revised project priorities, and the Council-adopted 2027-2032 Transportation Improvement Program.

In 2026, the City completed a comprehensive Facility Master Plan and a 20-Year Capital Facilities Plan to establish a long-term framework for identifying, prioritizing, and funding the City's capital needs. The recommendations and priorities identified through these planning efforts have been incorporated into this CFP and will serve as the foundation for future annual updates and capital investment decisions. The 20-Year Capital Facilities Plan provides a longer-term perspective beyond the six-year CFP, helping the City identify future capital needs and establish a coordinated approach to maintaining, replacing, and expanding City assets and facilities.

For the 2027 CFP, the City incorporated a Capital Facilities Plan Working Group into the planning and prioritization process. The Working Group included City staff and volunteer community members representing the City's various boards and commissions, providing both technical and community perspectives in evaluating the City's capital needs. The group utilized a project decision matrix with established criteria to evaluate and rank proposed projects based on factors such as public safety, asset condition, service needs, regulatory requirements, community benefit, and overall project priority. This process provides a consistent and transparent approach to prioritizing capital investments and helps ensure that limited available funding is directed toward the City's most critical infrastructure and facility needs. Maintenance allocation line items (i.e. paving, parking lot, pedestrian safety), Information Technology Improvements, Long Range Planning Actions, and equipment capital purchases were not included in the decision matrix during this cycle but may be added in future versions.

As part of this planning process, the City established standardized project classifications to organize capital investments and provide greater clarity regarding the City's overall capital needs. Beginning with the 2027 CFP, projects are organized by the following classifications:

- **Streets**
- **Pedestrian/Bicycle**
- **Traffic Control**
- **Facilities**
- **Parks**
- **Equipment**
- **Street Trees**
- **Stormwater**
- **Public Art**
- **Plans**
- **Information Technology**
- **Golf Course**

Projects previously identified in prior CFPs were reviewed and updated to reflect current project status, available funding, anticipated schedules, and changing City priorities. Portions of projects funded in prior years that remain incomplete have been carried forward, deferred, or adjusted as appropriate.

Parks and Public Facilities maintenance projects reflect prioritized needs identified through the City's asset management program and are intended to protect and extend the useful life of existing

City investments. These projects may include design and engineering, equipment, materials, construction, taxes, and contingency costs, where applicable.

Utilities and transportation capital projects anticipated to be completed by other agencies or private entities have been updated based on information provided by the Liberty Lake Water & Sewer District, Spokane Transit Authority, Centennial Properties, Greenstone, and other applicable project partners.

Funding investments for 2027 in the proposed 2027-2032

2027 Proposed Capital Investments	
Classification	**Estimated Cost**
Streets*	
Molter Grind and Overlay – Phase 1(Construction)**	
Country Vista Dr Rebuild/Improvements (Design)	
Pavement Repair Allocation (Maintenance)	$ 1,827,650
Pedestrian/Bicycle	
Pedestrian/Bicycle Safety Allocation	
Sidewalk Repair/Replacement Allocation	$ 134,565
Traffic Control	$ -
Facilities	
Future City Hall Renovation***	
Public Works Site Improvements	
Library Facility Improvements	
Facility Parking Lot Restoration Allocation	
Public Safety Facility Accreditation Plan	$ 835,400
Parks	
Pavilion Park Playground Replacement	
Rocky Hill Park Facility and Sidewalk Improvements	
Orchard Park Tree Canopy Additions	$ 1,080,800
Equipment	
Public Works	
Public Safety	
Parks	$ 461,000
Street Trees	
Street Tree Replacement Allocation	
Roundabout/Median Beatification Allocation	$ 52,900
Stormwater	
Irrigation System Replacement Allocation	$ 21,160
Public Art*	$ 247,000
Plans	$ 180,000
Information Technology	$ 92,000
Golf Course	$ -
Total Capital Investment*	**$ 4,942,475**

* Excluding "Projects by Others"

**Projects with grant funding secured

***Projects underway in 2026; $ reflect remaining project funds anticipated to be expended in 2027.

Of the proposed investment, the City has secured $1.1 million in grant funding for fiscal year 2027.

Glossary and Abbreviations	
Abbreviation	**Funding Source**
CW	Connecting Washington - State Funding
STR	Street Operations Fund
SCF	Streets Capital Fund
SRTC	Spokane Regional Transportation Council (Grant)
GOLF	Golf Operations Fund
GEN	General Fund
HRM	Harvard Road Mitigation Fund
LCF	Library Capital Fund
LIFT	Local Improvement Financing Tool
OTR	Funded by Others
REET	Real Estate Excise Tax
TIB	Transportation Improvement Broad Grant
TIF	Tax Increment Financing

2027 -2032 CAPITAL FACILITIES PLAN

PROJECT DESCRIPTIONS

Street (ST) Preservation/Enhancement Projects:

ST-1 Molter Rd Grind and Overlay - Phase 1 **2027**

Grind and overlay preservation project between Mission Avenue and Appleway Avenue, was added based upon poor roadway condition (PCI:50-51). An SRTC grant has been awarded to execute this project.

ST-2 Country Vista Dr Rebuild/Improvements - Phase 1 **2028**

Improvement costs to include design, construction, inspection, and contingency for pavement replacement (PCI:51-70) and operational corridor improvements to include landscaped medians, pedestrian crossings, as may be identified in Network Analysis and Corridor Study, from Liberty Lake Road west to Kramer Road. Design started in 2026.

ST-3 Country Vista Dr Grind and Overlay **2028**

Grind and overlay preservation project between Liberty Lake Road and Mission Ave. Combined with ST-2 based on proximity and road condition (PCI<81). Design started in 2026.

ST-4 Molter Rd Grind and Overlay - Phase 2 **2029**

Grind and overlay preservation project between Country Vista Drive and Mission Ave, was added based upon poor roadway conditions (PCI: 51-59) as well as proximity to local elementary schools.

ST-5 Sprague Ave Rebuild - Phase 1 **2029**

Originally planned as a grind and overlay preservation project, based on the Geotech analysis, this project is now being planned as full-depth pavement reconstruction project(PCI:32-74) with additional improvements to existing stormwater management (SW-1). Phase 1 of this project will be Molter Road to Gage Road, to be constructed in 2029. Design funds have been included in 2028 to complete the design and bid specs for Phase 1 and complete design for Phase 2.

ST-6 Country Vista Dr Rebuild/Improvements - Phase 2 **2030**

Improvement costs to include design, construction, inspection, and contingency for pavement replacement (PCI:51-61) and operational corridor improvements to include landscape islands, pedestrian crossings, as may be identified in Network Analysis and Corridor Study, from Kramer Road west to City Limits. Design will be undertaken in 2028.

ST-7 Mission Avenue Grind and Overlay **2030**

Grind and overlay preservation project located North of I-90 between Storage Facility and Harvard Road (PCI:49-57). Originally planned for 2026 completion, but lack of grant funding has delayed the project.

ST-8 Sprague Ave Rebuild - Phase 2 2031

Originally planned as a grind and overlay preservation project, based on the Geotech analysis, this project is now being planned as full-depth pavement reconstruction project (PCI:26-57). Phase 2 of the project, Molter Road to Liberty Lake Road. Design to be completed concurrently with Phase 1 project planned for 2029.

ST-9 Molter Rd Grind and Overlay - Phase 3 2031

Grind and overlay preservation project between Country Vista Drive and Sprague Ave, was added based upon poor roadway condition (PCI:36-50) as well as proximity to local elementary schools.

ST-10 Harvard Rd Grind and Overlay 2032

Grind and overlay preservation project between Mission Ave and North City Limits was added based upon poor roadway condition (PCI:50-71).

ST-11 Residential Streets Grind and Overlay Program 2032

Grind and Overlay projects for the following residential roadways: E Boone Ave (PCI:32), E Broadway Ave(PCI:40), N Homestead Dr(PCI:27), N Mitchell Rd(PCI:54)

ST-12 Pavement Repair Allocation Annual

Annual allocation from local streets fund to conduct minor pavement repairs to city streets (Crack sealing, mastic patching, and small batch hot mix asphalt patching.)

Traffic Control (TC) Enhancement Projects:

TC-1 Install Traffic Cameras 2028

Install traffic camera systems at strategic locations throughout the City, with an emphasis on areas near schools, parks, and other high-pedestrian activity locations. The project will enhance public safety, support traffic monitoring and enforcement efforts, and provide additional data to help identify and address traffic-related concerns.

TC-2 Liberty Lake/Country Vista Dual EBL Turn Lanes 2029

Identified as a near term deficiency (E-PM) by Network Analysis completed in 2026. Project will add eastbound turn lane on Liberty Lake Road to alleviate signal backup during PM peak hours. Project could be completed concurrently with ST-2/3 if funds available.

TC-3 I-90 WB Ramp/Country Vista Roundabout 2031

Identified as a near term deficiency (E-AM) by Network Analysis completed in 2026. Project will install a two-lane roundabout at the I-90 on/exit ramp at Country Vista Dr just west of Ridgeline High School. Project to be completed concurrently with ST-6.

Pedestrian Safety (PS) Enhancement Projects:

PS-1 Pedestrian Safety Allocation **Annual**
Funding for annual improvements to pedestrian and bicycle safety throughout city limits. Includes marked crossings, signage, bike lane improvements, and school zone safety equipment.

PS-2 Sidewalk Repair/Replacement Allocation **Annual**
Panel Replacement, ADA Ramp Compliance Projects, Panel Grinding, Street Tree Removal/Replacement (Pending budgetary approval)

Facility (FAC) Preservation/Enhancement Projects:

FAC-1 Future City Hall Renovation **2027**
Complete the final outfitting and closeout of the new City Hall facility at the former Legacy Church location. The project includes remaining facility costs such as furniture, audio visual equipment, and other furnishings and technology necessary to fully equip the renovated building for City operations.

FAC-2 Public Works Site Improvements **2027-2028**
Complete the remaining site drainage improvements and additional paving at the Public Works Laydown Yard that were not completed as part of the main building construction in 2023. The project will improve stormwater management, site accessibility, and overall functionality of the yard for PW operations

FAC-3 Parks and Recreation Facility Renovation **2028-2032**
Design completed in 2026 for 7,500 SF renovation converting former city hall into Parks and Recreation Facility for programming and administration; Includes overdue updates to various facility systems to include HVAC, Fire Protection, Roofing. Replace concrete walkways (2032)

FAC-4 Library Facility Improvements **2027-2032**
Repaint Interior Walls, Replace Interior Lighting Fixtures, Flooring, Signage (2027); Facility Component Replacement (2029); New Library Project Placeholder (2032)

FAC-5 Public Safety Facility Improvements **2029-2032**
Replace Ceilings and Carpet, Repaint Interior Walls (2029); Update Site Lighting and Irrigation Systems (2030); HVAC Replacement (2031)

FAC-6 Facility Parking Lot Restoration Allocation **2028**
Replace/Restore/Restripe various facility parking lots that have reached the end of useful life. Police Station (2027); City Hall (2028) Parks and Recreation (2029); Rocky Hill Park (2030); Orchard Park (2031)

FAC-7 Public Safety Facility Accreditation Plan **2027-2032**
Implement annual facility improvements to address building deficiencies, enhance functionality, and support the City's ability to meet and maintain applicable accreditation standards. Improvements will be prioritized based on facility needs, regulatory requirements, and long-term operational sustainability.

FAC-8 Parks Maintenance Garage Expansion 2028

Construct a 3,200-square-foot covered storage building at the Parks Maintenance facility to provide secure, weather-protected storage for lawn maintenance and groundskeeping equipment. The project will improve equipment protection and longevity, increase operational efficiency, and provide organized storage to support the City's ongoing parks maintenance operations.

Parks (PRK) Preservation/Enhancement Projects:

PRK-1 Pavilion Park Improvements 2027-2032

Replace/Upgrade Playground, Relocate Fallen Heroes Course, Replace Bathroom Doors (2027); Replace Picnic Tables, Upgrade Exterior Lighting (2028); Repaint Pavilion, Replace Fencing (2029); Upgrade Splash Pad (2030); Install Shade Structure over Playground (2031); Upgrade Restrooms/Concession Stand Security System (2032)

PRK-2 Rocky Hill Park Improvements 2027-2032

Paint restroom and update security system, ADA updates to north park entrance (2027); Replace barn doors (2028); Update Irrigation system (2029); Replace roof of restroom and picnic shelter, repair concrete walkways (2032)

PRK-3 Town Square Park Improvements 2029

Replace the existing security system at Town Square Park in 2029 to improve site security, monitoring, and public safety. The project will modernize outdated equipment and provide a more reliable system to support the protection of park facilities, amenities, and users.

PRK-4 Orchard Park Improvements 2027-2029

Expand the park’s tree canopy to provide additional shade, improve the park environment, and enhance long-term landscape quality. The project will include planting additional trees in 2027 and installing a permanent shade structure over the playground in 2029 to improve comfort and usability for park users.

PRK-5 Ballfield Improvements 2028-2029

In 2028, expand the existing Verkada security camera system to improve site monitoring, security, and protection of park facilities and users. Install a new backstop structure in 2029 to improve facility safety and help protect parked vehicles from errant balls.

Street Tree (TR) Preservation/Enhancement Projects:

TR-1 Street Tree Replacement Allocation Annual
Implement an ongoing program for the removal and periodic replacement of damaged, declining, or hazardous street trees throughout the City. The program will maintain a safe and attractive streetscape while preserving and expanding the City's urban tree canopy.

TR-2 Roundabout/Median Beautification Allocation Annual
Implement an ongoing program for the periodic replacement of damaged, deteriorated, or missing landscape and hardscape elements throughout City facilities, parks, medians, and other public spaces. The program will maintain safe, functional, and visually appealing public areas while addressing improvements as needed.

TR-3 Replace Street Trees along E Sprague Ave 2030
Replace trees removed as part of the Sprague Avenue roadway and stormwater swale reconstruction. The project will restore landscaping and tree canopy along the corridor while supporting the long-term appearance and character of the area. Work to be completed concurrently with ST-5 and SW-1.

Stormwater (SW) Preservation/Enhancement Projects:

SW-1 E Sprague Ave Stormwater Improvements 2029
To mitigate the lack of existing stormwater infrastructure on Sprague Avenue, and due to right-of-way and topographic constraints, this project will require sheet flowing stormwater to the north side of Sprague Avenue and installing standard swales on the north side of the roadway. Because of the change in design, this project will need to be constructed concurrently with ST-5; design scaled back to upgraded swale system

SW-2 E Country Vista Dr Stormwater Improvements 2030
This project, proposed for funding in 2028 in conjunction with Country Vista Rebuild (TP-2), includes the rehabilitation of a stormwater swale and installation of a replacement drywell on the northside of E Country Vista Drive, east of Kramer Parkway, at a natural low point in the roadway where roadway flooding occurs during peak storm events.

SW-3 Molter/Sprague Stormwater Improvements 2031
This project proposes installing catch basins at the SW, SE, and NE corners of the Sprague Ave/Molter Rd intersection to convey and collect stormwater to a drywell system for infiltration within the City limits. Existing stormwater flows originating from E Sprague currently travel south along Molter Road into Spokane County. Funding is proposed for construction in 2031, to be completed concurrently with ST-8

SW-4 Irrigation System Replacement Allocation Annual
Replace damaged, deteriorated, or obsolete irrigation infrastructure throughout City parks, medians, and landscaped areas on an annual basis. The program will maintain reliable irrigation systems, reduce water loss and maintenance costs, and ensure City landscaping remains healthy and well maintained.

Equipment (EQ) Capital Leases/Purchases (2027):

EQ-1 Leased 12M Motor Grader
EQ-2 Leased 926M Loader 1
EQ-3 Leased 926M Loader 2
EQ-4 Leased 903 Mini Loader
Bulk leased equipment (3-yr Term) through Western States CAT for street repair and snow/ice removal operations. Next renewal period begins in 2027.

EQ-5 Replacement Wide Area Mower 2 (Z760R)
Replace the existing wide-area mower used by the Public Works Roadside Division, which has reached the end of its useful service life. Replacement will provide reliable equipment for efficiently maintaining large areas of turf within City rights-of-way while reducing downtime, maintenance costs, and disruptions to routine roadside maintenance operations.

EQ-6 Replacement Asphalt Roller
Upgrade the City's existing asphalt roller to a larger-capacity unit to increase the Public Works Division's ability to complete asphalt maintenance and repair projects with City-owned equipment. The larger roller will improve operational efficiency and compaction quality while reducing the need and cost to rent larger equipment for projects that exceed the capabilities of the current unit.

EQ-7 Replacement LL-08: POLICE INTERCEPTOR UTILITY
Replace an existing public safety patrol vehicle that has reached the end of its recommended service life and mileage limitations. Replacement will maintain a reliable and safe vehicle fleet, reduce the risk of service disruption and increased maintenance costs, and ensure public safety personnel have dependable equipment to perform essential City services.

EQ-8 Replacement LL-15: POLICE INTERCEPTOR UTILITY
Replace an existing public safety patrol vehicle that has reached the end of its recommended service life and mileage limitations. Replacement will maintain a reliable and safe vehicle fleet, reduce the risk of service disruption and increased maintenance costs, and ensure public safety personnel have dependable equipment to perform essential City services.

EQ-9 New Equipment JD XUV
Replace the original Kubota RTV with a John Deere XUV to provide a reliable utility vehicle for Parks operations. The existing Kubota will be reassigned to the Golf Course for use as a range picker, extending the useful life of the City's existing equipment while meeting operational needs across both divisions.

EQ-10 Replacement Pickup Truck Sonoma
Replace 2001 GMC Sonoma pickup truck, which has reached the end of its useful service life. Replacement will provide a reliable vehicle for routine parks maintenance, material transport, and daily operations while reducing maintenance costs and the risk of service interruptions.

EQ-11 New Equipment Trencher Attachment for Toolcat
Purchase a trencher attachment for the City's existing Toolcat to support irrigation repairs and maintenance throughout City parks and landscaped areas. The attachment will improve staff efficiency and reduce the need to rent specialized equipment for routine irrigation work.

EQ-12 New Equipment Backhoe Attachment for JD Tractor
Purchase a backhoe attachment for the City's John Deere tractor to replace the existing Kubota tractor and backhoe attachment as that equipment is rotated out of service. The new attachment will provide versatile excavation and material-handling capabilities for Parks and Public Works maintenance activities while maximizing the use of existing City equipment.

EQ-13 New Equipment Deck Over Trailer
Purchase a deck-over trailer to provide the Parks and Golf Course divisions with the capacity to safely transport larger equipment between City facilities and project sites. The trailer will improve operational flexibility and reduce the need to rent or arrange outside transportation for equipment movement.

Public Art (ART) Projects:

ART-1 Public Art Installation Allocation Annual
Establish an annual allocation for the acquisition and installation of new public art throughout the City. Funding will support both capital and non-capital public art opportunities that enhance public spaces, reflect community character, and contribute to the overall quality and identity of Liberty Lake. Funding estimate includes carryover projects from previous year.

ART-2 Public Art Maintenance Allocation Annual
Establish an annual maintenance allocation for the preservation and upkeep of existing public art throughout the City. Funding will support routine maintenance, repairs, restoration, and protective treatments necessary to preserve the condition, appearance, and long-term value of the City's public art collection.

Information Technology (IT) Projects:

IT-1 Information Technology Upgrades/Maintenance Allocation Annual
Establish an annual allocation for the maintenance, replacement, and upgrade of City information technology infrastructure and components. Funding will support necessary technology improvements, equipment replacement, and system upgrades to maintain reliable, secure, and effective technology services for City operations.

Golf Course (GC) Projects:

GC-1 Restroom Building Renovation 2028
Renovate the Golf Course restroom building in 2028 to address aging and deteriorating building components and improve functionality for users. Improvements will include interior and exterior painting, repair or replacement of flooring, replacement of exterior doors, and plumbing upgrades.

Long Range (LR) Planning Capital Projects:

LR-1 Comprehensive Emergency Management Plan **2027**

Develop a comprehensive Emergency Management Plan to establish a coordinated framework for preparing for, responding to, recovering from, and mitigating natural and man-made emergencies affecting the City. The plan will identify critical resources, responsibilities, procedures, and coordination requirements to improve community resilience and continuity of essential City services

LR-2 Sign Code Amendment **2027**

Funding for a consultant contract to amend COLL Sign Code Ordinance to address requirements for content neutrality. Consultant work on the Sign Code Amendment is anticipated to be completed in 2025, with staff completing the engagement and adoption process in 2026.

LR-3 Miscellaneous Comp Plan Elements and Mapping **2027**

Use of on-call Planning Services to assist with miscellaneous Comp Plan tasks, including but not limited to Critical area Ordinance checklist, mapping, assistance with public engagement materials, policy analyses, in support of the Periodic Comprehensive Plan Update. Cost for this project will be funded through the Comp Plan Periodic Update Grant from Washington Department of Commerce.

LR-4 Development Code Codification **2027**

Following the completion of Development Code Update in late 2026, funding is proposed to codify the Development Code within Liberty Lake Municipal Code.

LR-5 Harvard Road Mitigation Fee Update **2027**

Following completion of the Periodic Comprehensive Plan Update, with its updated Transportation Element and 20-year Capital Facilities Plan, it will be necessary to update the Harvard Road Mitigation Fee Study along with the Barker Sub Area Plan

LR-6 Engineering Design Standards Update **2027**

Following the adoption of the Development Code in 2026, it will be necessary to update our Engineering Design Standards. Funding for this project anticipates utilizing a consultant to update the standards drawings in 2027.

LR-7 Feasibility Study for Liberty Lake Community Pool **2029**

Conduct a feasibility study to evaluate the potential development of a community pool in Liberty Lake in response to previous citizen interest. The study would assess potential sites, facility needs, estimated costs, funding options, operational requirements, and overall community demand.

LR-8 Pavement Scan Update **2030**

LIDAR Scanning of city streets to determine updated Pavement Condition Index (PCI). Previous scan completed in July of 2025.

Projects by Others (OT):

The following transportation capital projects are developer driven and will be constructed by others. They are included in the City's CFP, however, because they are eligible for reimbursement through TIF/LIFT.

OT-1 Cataldo Extension & Connection, Phase II 2027-2028
The extension of Cataldo Avenue from the eastern edge of Western States property to connect to Mission Ave and Kramer Parkway is currently inn design and will be constructed in 2027 as part of a planned Centennial Properties Binding Site Plan north of I-90, with requested reimbursement from TIF/LIFT anticipated in 2028. Part of Telido Station Development

OT-2 Harvest Parkway Extension 2027
As part of the planned Binding Site Plan north of I-90, Centennial Properties is planning to extend Harvest Parkway south from the knuckle located southeast of Selkirk Middle School, to connect with Cataldo Avenue. That project is currently in design and anticipated to be constructed in 2027. Part of Telido Station Development

OT-3 North Liberty Lake Plaza 2027
To be located on the north side of Indiana Avenue, across from Courtyard East Apartments, this plaza and public gathering place is proposed by Greenstone. Site Clearing began in 2026. May stretch into 2027.

OT-4 Harvard Road & Wellington Traffic Signal 2028
Greenstone proposes construction of a traffic signal at this intersection in 2028 to manage traffic generated from development in the NOLL District, as well as in Trutina.

OT-5 Ripples Park 2027
Site Clearing began in 2026. May stretch into 2027. Located on the norths side of Indiana near Cinema Quattro site.

OT-6 HUB Facility Soccer Field and Parking Expansion 2028
Construction of additional synthetic turf fields and accompanying parking lots to accommodate various sports like soccer, lacrosse, football, rugby, and ultimate frisbee. Project also includes lighting to extend play into the night to increase availability.

OT-7 Underground Utility Program Annual
Liberty Lake Rd, Molter Rd, Mission Ave

Potential Future Projects List

Line No.	Project Type	Description	Location	Fund	Amount
UF-1	New Construction	Community/Senior Center	TBD	GF, REET	TBD
UF-2	New Construction	Dog Park	TBD	GF, REET	TBD
UF-3	Enhancement	Fallen Heroes Circuit Course	Orchard Park	GF, REET	TBD
UF-4	Enhancement	Community Gardens	Orchard Park	GF, REET	TBD
UF-5	Enhancement	Parking Lot Expansion	Rocky Hill Park	GF, REET	TBD
UF-6	Enhancement	Splash Pad	Rocky Hill Park	GF, REET	TBD
UF-7	Enhancement	Park Expansion	Town Square	GF, REET	TBD
UF-8	Enhancement	Protected Bike Lanes	TBD	GF, REET	TBD
UF-9	New Construction	Disc Golf Course	TBD	GF	TBD
UF-10	Enhancement	Restroom Facilities	Arboretum	GF	TBD
UF-11	Enhancement	Gazebos	Arboretum	GF	TBD
UF-12	New Construction	New Baseball Fields	TBD	GF	TBD

2027 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) ROADWAY PROJECTS
OT- NEW INFRASTRUCTURE (BY OTHERS)
ST- GRIND AND OVERLAY
TC- TRAFFIC CONTROL IMPROVEMENTS
ST- REBUILD
GRANT FUNDING APPROVED
OT-3
2032
ST-10
2032
ST-7
2030
ST-1
2027
2029
ST-4
ST-11
2032
ST-3
2028
TC-2
2029
ST-2
2028
ST-9
2031
2031
ST-8
ST-5
2029
OT-1
2027
OT-2
2027
ST-6
2030
TC-3
2031

SIX YEAR CAPITAL FACILITIES PLAN (2027-2032)

STREET (ST) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE	PRIORITY SCORE (OF 5)	CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
ST-1	Preservation	Molter Rd Grind and Overlay - Phase 1	Appleway Ave to Mission Ave	REET2/SRTC	4.15	$ 142,080	$ 1,480,000	$ 1,480,000						Local Match: $370K; SRTC Grant: $1,110K
ST-2	Preservation/ Enhancement	Country Vista Dr Rebuild/Improvements - Phase 1	Kramer Rd to Liberty Lake Rd	REET2/TIB/TBD	4.44	$ 147,000	$ 2,784,193	$ 243,871	$ 2,540,322					ST-2 and ST-3 to be completed concurrently
ST-3	Preservation	Country Vista Dr Grind and Overlay	Liberty Lake Rd to Mission Ave	REET2/TBD	4.31	$ -	$ 328,559	$ 28,779	$ 299,780					ST-2 and ST-3 to be completed concurrently
ST-4	Preservation	Molter Rd Grind and Overlay - Phase 2	Mission Ave to Country Vista Ave	REET2/TIB/TBD	3.57	$ -	$ 1,964,666		$ 210,500	$ 1,754,166				
ST-5	Preservation/ Enhancement	Sprague Ave Rebuild - Phase 1	Molter Rd to East City Limits	REET2/TBD	3.32	$ -	$ 2,027,600		$ 177,600	$ 1,850,000				Design for ST-5 and ST-8 to be completed concurrently. Rebuild to be combined with SW-1
ST-6	Preservation/ Enhancement	Country Vista Dr Rebuild/Improvements - Phase 2	West City Limits to Kramer Rd	REET2/TBD	4.30	$ 49,000	$ 1,960,132			$ 210,014	$ 1,750,118			Moved to 2030 to align with proposed future commercial development in that cooridor.
ST-7	Preservation	Mission Avenue Grind and Overlay	Storage Facility to Harvard Rd	REET2	3.70	$ 20,186	$ 1,276,762				$ 1,276,762			Moved to 2030 following unselected grant application
ST-8	Preservation/ Enhancement	Sprague Ave Rebuild - Phase 2	Liberty Lake Rd to Molter Rd	REET2	3.05	$ -	$ 2,059,096					$ 2,059,096		Moved to 2031 to priorize completion ST-5 and ST-6
ST-9	Preservation	Molter Rd Grind and Overlay - Phase 3	Country Vista Ave to Sprague Ave	REET2/TIB/TBD	3.32	$ -	$ 2,879,842				$ 252,249	$ 2,627,593		
ST-10	Preservation	Harvard Rd Grind and Overlay	Mission Ave to North City Limits	REET2/TIB/TBD	4.19	$ -	$ 2,971,217					$ 260,253	$ 2,710,964	
ST-11	Preservation	Residential Streets Grind and Overlay	City Wide	REET2	2.67	$ -	$ 1,512,312					$ 105,510	$ 1,406,802	Grind and Overlay projects for the following residential roadways: E Boone Ave, E Broadway Ave, N Homestead Dr, N Mitchell Rd
ST-12	Preservation	Pavement Repair Allocation	City Wide	STR	N/A	$ 100,000	$ 485,131	$ 75,000	$ 77,250	$ 79,568	$ 81,955	$ 84,413	$ 86,946	Minor pavement repairs not included in other CFP pavement preservation projects
				TOTAL STREET PROJECTS		**$ 458,266**	**$ 21,729,510**	**$ 1,827,650**	**$ 3,305,452**	**$ 3,893,748**	**$ 3,361,084**	**$ 5,136,865**	**$ 4,204,712**	

PEDESTRIAN/BICYCLE SAFETY (PBS) PROJECTS

														NOTES:
PBS-1	Enhancement	Pedestrian/Bicycle Safety Allocation	City Wide	REET1	N/A	$ 56,300	$ 385,291	$ 59,565	$ 61,352	$ 63,193	$ 65,088	$ 67,041	$ 69,052	Safety Improvements for pedestrian and bicycle infrastructure. Adjusted annually for inflation
PBS-2	Preservation	Sidewalk Repair/Replacement Allocation	City Wide	TBD	N/A	$ -	$ 485,131	$ 75,000	$ 77,250	$ 79,568	$ 81,955	$ 84,413	$ 86,946	Panel Replacement, ADA Ramp Compliance Projects, Panel Grinding, Street Tree Removal/Replacement (Pending budgetary approval)
				TOTAL PEDESTRIAN SAFETY PROJECTS		**$ 56,300**	**$ 870,422**	**$ 134,565**	**$ 138,602**	**$ 142,760**	**$ 147,043**	**$ 151,454**	**$ 155,998**	

TRAFFIC CONTROL (TC) PROJECTS

														NOTES:
TC-1	Enhancement	Install Traffic Cameras	City Wide	GF	2.77	$ -	$ 300,000		$ 300,000					
TC-2	Enhancement	Liberty Lake/Country Vista Dual EBL Turn Lanes	N Liberty Lake Rd / E Country Vista Dr Intersection	REET2	3.75	$ -	$ 1,020,618		$ 89,397	$ 931,221				Network Analysis proposed project to accommodate near term population growth; should be done concurrently with ST-2/3
TC-3	Enhancement	I-90 WB Ramp/Country Vista Roundabout	I-90 WB Off Ramp / E Country Vista Dr	REET2/TIF/LIFT	4.16	$ -	$ 3,137,161			$ 274,788	$ 2,862,373			Network Analysis proposed project to accommodate near term population growth; Scheduled to align with Country Vista Dr - Phase 2 (ST-6); Coordinate design with STA bus station
				TOTAL TRAFFIC CONTROL PROJECTS		**$ -**	**$ 4,457,779**	**$ -**	**$ 389,397**	**$ 1,206,009**	**$ 2,862,373**	**$ -**	**$ -**	

FACILITY (FAC) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE	PRIORITY SCORE (OF 5)	CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
FAC-1	Enhancement	Future City Hall Facility Renovation	23129 E Mission Ave	GF/REET1	2.45	$ 4,700,000	$ 500,000	$ 500,000						Completion of new city hall facility and former location of Legacy Church($5.4M); majority of renovation completed in 2026
FAC-2	Enhancement	Public Works Site Improvements	375 N Kramer Pkwy	REET	N/A	$ 200,000	$ 200,000	$ 100,000	$ 100,000					Phased drainage and paving improvements to PW Laydown Yard
FAC-3	Enhancement	Parks and Recreation Facility Renovation	22710 E Country Vista Dr	GF/REET	2.76	$ 200,000	$ 1,253,322		$ 1,200,000				$ 53,322	Design completed in 2026 for 7,500 SF renovation converting former city hall into Parks and Recreation Facility for programming and administration; Includes overdue updates to various facility systems to include HVAC, Fire Protection, Roofing. Replace concrete walkways (2032)
FAC-4	Preservation	Library Facility Improvements	23123 E Mission Ave	LCF	3.59	$ -	$ 4,465,490	$ 120,000		$ 345,490			$ 4,000,000	Repaint Interior Walls, Replace Interior Lighting Fixtures, Flooring, Signage (2027); Facility Component Replacement (2029); New Library Project Placeholder (2032)
FAC-5	Preservation	Public Safety Facility Improvements	23127 E Mission Ave	REET	2.97	$ -	$ 1,154,770			$ 754,651	$ 102,230	$ 297,889		Replace Ceilings and Carpet, Repaint Interior Walls (2029); Update Site Lighting and Irrigation Systems (2030); HVAC Replacement (2031)
FAC-6	Preservation	Facility Parking Lot Restoration Allocation	City-Wide	REET1	N/A	$ 30,000	$ 162,204	$ 36,050	$ 38,141	$ 40,353	$ 15,000	$ 15,870	$ 16,790	Police Station(2027); City Hall (2028) Parks and Recreation (2029); Rocky Hill Park (2030); Orchard Park (2031)
FAC-7	Enhancement	Public Safety Facility Accreditation Plan	23127 E Mission Ave	GF	2.87	$ 75,000	$ 550,711	$ 79,350	$ 83,952	$ 88,822	$ 93,973	$ 99,424	$ 105,190	Required facility improvements to maintain accreditation standards
FAC-8	Enhancement	Parks Maintenance Garage Expansion	22710 E Country Vista Dr	REET1	1.92	$ 50,000	$ 150,000		$ 150,000					Install 3,200 SF covered storage building for equipment
FAC-9						$ -	$ -							
FAC-10						$ -	$ -							
				TOTAL FACILITY PROJECTS		**$ 5,205,000**	**$ 8,286,497**	**$ 835,400**	**$ 1,422,093**	**$ 1,229,316**	**$ 211,203**	**$ 413,183**	**$ 4,175,303**	

PARKS (PRK) PROJECTS														
LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE	PRIORITY SCORE (OF 5)	CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
PRK-1	Enhancement	Pavilion Park Improvements	Pavilion Park	GF/RCD Grant	3.79	$ -	$ 1,782,651	$ 1,000,800	$ 25,000	$ 30,000	$ 442,000	$ 250,000	$ 14,851	Replace/Upgrade Playground, Relocate Fallen Heroes Course, Replace Bathroom Doors (2027); Replace Picnic Tables, Upgrade Exterior Lighting (2028); Repaint Pavilion, Replace Fencing (2029); Upgrade Splash Pad (2030); Install Shade Structure over Playground (2031); Upgrade Restrooms/Concession Stand Security System (2032)
PRK-2	Enhancement	Rocky Hill Improvements	Rocky Hill Park	GF	2.88	$ 14,995	$ 235,506	$ 50,000	$ 20,181	$ 35,200			$ 130,125	Paint restroom and update security system, ADA updates to north park entrance (2027); Replace barn doors (2028); Update irrigation system (2029); Replace roof of restroom and picnic shelter, repair concrete walkways (2032)
PRK-3	Enhancement	Town Square Improvements	Town Square Park	GF	2.88	$ -	$ 40,632			$ 40,632				Replace Security System (2029)
PRK-4	Enhancement	Orchard Park Improvements	Orchard Park	GF	3.03	$ 180,500	$ 280,000	$ 30,000		$ 250,000				Plant additional trees to increase canopy coverage (2027); Install Shade Structure over playground (2029)
PRK-5	Enhancement	Ballfields Improvements	Ballfields	GF	2.66	$ -	$ 115,000		$ 15,000	$ 100,000				Security Cameras (Verkada Expansion) (2028); Install new backstop structure to protect parked vehicles (2029)
				TOTAL PARKS PROJECTS		$ 195,495	$ 2,453,789	$ 1,080,800	$ 60,181	$ 455,832	$ 442,000	$ 250,000	$ 144,976	

EQUIPMENT (EQ) CAPITAL PURCHASES														
LINE N	PROJECT TYPE	PROJECT NAME	DEPARTMENT	FUND SOURCE		CURRENT (2026)	PROJECT TOTAL (2027-2032	2027	2028	2029	2030	2031	2032	NOTES:
EQ-1	Leased	12M Motor Grader	Public Works-Streets	STR	N/A	$ 42,000	$ 282,000	$ 47,000	$ 47,000	$ 47,000	$ 47,000	$ 52,000	$ 52,000	3-yr lease starting in 2024. Assumes new lease every 3 years
EQ-2	Leased	926M Loader 1	Public Works-Streets	STR	N/A	$ 20,000	$ 136,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 24,000	$ 24,000	3-yr lease starting in 2024. Assumes new lease every 3 years
EQ-3	Leased	926M Loader 2	Public Works-Streets	STR	N/A	$ 20,000	$ 136,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 24,000	$ 24,000	3-yr lease starting in 2024. Assumes new lease every 3 years
EQ-4	Leased	903 Mini Loader	Public Works-Streets	STR	N/A	$ 8,000	$ 55,000	$ 9,000	$ 9,000	$ 9,000	$ 9,000	$ 10,000	$ 10,000	3-yr lease starting in 2024. Assumes new lease every 3 years
EQ-5	Replacement	Wide Area Mower 2 (Z760R)	Public Works-Roadside	SCF	N/A		$ 20,000	$ 20,000						End of service life replacement
EQ-6	Replacement	Asphalt Roller	Public Works-Streets	SCF	N/A		$ 60,000	$ 60,000						Upgrading to larger size to align with increased work load
EQ-7	Replacement	LL-08: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000	$ 80,000						End of service life replacement; Replace with Durango
EQ-8	Replacement	LL-15: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000	$ 80,000						End of service life replacement; Replace with Durango
EQ-9	New Equipment	JD XUV	Parks	REET	N/A		$ 48,000	$ 48,000						Replacing RTV 3; Rotate RTV 3 to Golf
EQ-10	Replacement	Pickup Truck Sonoma	Parks	REET	N/A		$ 35,000	$ 35,000						End of service life replacement
EQ-11	New Equipment	Trencher Attachment for Toolcat	Parks	REET	N/A		$ 10,000	$ 10,000						New Equipment to account for increased work load
EQ-12	New Equipment	Backhoe Attachment for JD Tractor	Parks	REET	N/A		$ 18,000	$ 18,000						New Equipment to account for increased work load
EQ-13	New Equipment	Deck Over Trailer	Parks	REET	N/A		$ 20,000	$ 20,000						New Equipment to account for increased work load
EQ-14	New Equipment	Dump Trailer	Public Works-Roadside	SCF	N/A		$ 15,000		$ 15,000					New Equipment to account for increased work load
EQ-15	Replacement	LL-9: CHARGER	Public Safety	GF	N/A		$ 80,000		$ 80,000					End of service life replacement
EQ-16	Replacement	LL-11: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000		$ 80,000					End of service life replacement
EQ-17	Replacement	LL-20: POLICE INTERCEPTER UTILITY	Public Safety	GF	N/A		$ 80,000		$ 80,000					End of service life replacement
EQ-18	Replacement	LL-23: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000		$ 80,000					End of service life replacement
EQ-19	New Equipment	Additional Fleet- SUV	Public Safety	GF	N/A		$ 80,000		$ 80,000					New Fleet Vehicle to accommodate increasing force size
EQ-20	Replacement	TS Gator #1	Parks	REET	N/A		$ 9,000		$ 9,000					10yr lifespan; low miles
EQ-21	Replacement	Hustler #3 (Parks)	Parks	REET	N/A		$ 15,000		$ 15,000					Shift from 2027 to 2028
EQ-22	Replacement	TS Gator #9	Parks	REET	N/A		$ 9,000		$ 9,000					10yr lifespan; low miles
EQ-23	Replacement	JD XUV #1	Parks	REET	N/A		$ 48,000		$ 48,000					High Miles
EQ-24	Replacement	Wide Area Mower 1 (Z930M)	Public Works-Roadside	SCF	N/A		$ 20,000			$ 20,000				End of service life replacement
EQ-25	Replacement	LL-18: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000			$ 80,000				End of service life replacement
EQ-26	Replacement	LL-19: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000			$ 80,000				End of service life replacement
EQ-27	Replacement	LL-12: Police Dodge Durango	Public Safety	GF	N/A		$ 80,000			$ 80,000				End of service life replacement
EQ-28	Replacement	LL-09: Charger/Purple	Public Safety	GF	N/A		$ 80,000			$ 80,000				End of service life replacement
EQ-29	Replacement	LL-30: Ram/Detective Truck (Blue)	Public Safety	GF	N/A		$ 70,000			$ 70,000				End of service life replacement
EQ-30	Replacement	Fairway Mower	Golf	GOLF	N/A		$ 100,000			$ 100,000				End of service life replacement
EQ-31	New Equipment	Additional Fleet- SUV	Community Development	REET	N/A		$ 40,000			$ 40,000				New Fleet Vehicle to accommodate increased Comm Dev staff
EQ-32	Replacement	RTV 2 (Kubota)	Parks	REET	N/A		$ 28,000			$ 28,000				
EQ-33	Replacement	Hustler #4 (Orchard)	Parks	REET	N/A		$ 15,000			$ 15,000				
EQ-34	Replacement	TS Gator #10	Parks	REET	N/A		$ 9,000			$ 9,000				10yr lifespan; low miles
EQ-35	Replacement	Mini Excavator	Public Works-Streets	SCF	N/A		$ 80,000				$ 80,000			Upgrading to larger size to align with increased work load
EQ-36	Replacement	LL-02: Police Dodge Durango	Public Safety	GF	N/A		$ 80,000				$ 80,000			End of service life replacement
EQ-37	Replacement	LL-05: Police Dodge Durango	Public Safety	GF	N/A		$ 80,000				$ 80,000			End of service life replacement
EQ-38	Replacement	LL-17: Charger/Smoke Show	Public Safety	GF	N/A		$ 80,000				$ 80,000			End of service life replacement
EQ-39	Replacement	LL-27: Charger/Black	Public Safety	GF	N/A		$ 80,000				$ 80,000			End of service life replacement
EQ-40	Replacement	TS Gator #11	Parks	REET	N/A		$ 9,000				$ 9,000			10yr lifespan; low miles
EQ-41	Replacement	JD XUV #4	Parks	REET	N/A		$ 48,000				$ 48,000			High Miles
EQ-42	Replacement	Turfco Blower #1 (Orchard)	Parks	REET	N/A		$ 9,000				$ 9,000			
EQ-43	Replacement	LL-21: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000					$ 80,000		End of service life replacement
EQ-44	Replacement	LL-22: POLICE INTERCEPTOR UTILITY	Public Safety	GF	N/A		$ 80,000					$ 80,000		End of service life replacement
EQ-45	Replacement	LL-28: Charger/Black	Public Safety	GF	N/A		$ 80,000					$ 80,000		End of service life replacement
EQ-46	Replacement	LL-29: Charger/Smoke Show	Public Safety	GF	N/A		$ 80,000					$ 80,000		End of service life replacement
EQ-47	Replacement	Pro Gator 1	Parks	REET	N/A		$ 25,000					$ 25,000		
EQ-48	Replacement	JD XUV #6	Parks	REET	N/A		$ 48,000					$ 48,000		High Miles
EQ-49	Replacement	Exmark Star is #3	Parks	REET	N/A		$ 10,000					$ 10,000		
EQ-50	Replacement	TS Gator #7	Parks	REET	N/A		$ 9,000					$ 9,000		10yr lifespan; low miles
EQ-51	Replacement	LL-25: Charger/Green	Public Safety	GF	N/A		$ 80,000						$ 80,000	End of service life replacement
EQ-52	Replacement	LL-31: Tahoe	Public Safety	GF	N/A		$ 50,000						$ 50,000	End of service life replacement
EQ-53	Replacement	LL-32: Police Dodge Durango	Public Safety	GF	N/A		$ 75,000						$ 75,000	End of service life replacement
EQ-54	Replacement	LL-24: POLICE INTERCEPTER UTILITY	Public Safety	GF	N/A		$ 75,000						$ 75,000	End of service life replacement
EQ-55	Replacement	LL-29: Ram/Detective Truck (Black)	Public Safety	GF	N/A		$ 80,000						$ 80,000	End of service life replacement
EQ-56	New Equipment	Additional Fleet- Charger	Public Safety	GF	N/A		$ 80,000						$ 80,000	New Fleet Vehicle to accommodate increasing force size
EQ-57	Replacement	Turfco Fertilizer Spreader	Parks	REET	N/A		$ 16,000						$ 16,000	
EQ-58	Replacement	Bobcat Skid Steer	Parks	REET	N/A		$ 100,000						$ 100,000	
				TOTAL EQUIPMENT CAPITAL PURCHASES		$ 90,000	$ 3,523,000	$ 471,000	$ 596,000	$ 702,000	$ 566,000	$ 522,000	$ 665,000	

STREET TREE (TR) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE	PRIORITY SCORE (OF 5)	CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
TR-1	Enhancement	Street Tree Replacement Allocation	City Wide	SW	N/A	$ 20,000	$ 136,872	$ 21,160	$ 21,795	$ 22,449	$ 23,122	$ 23,816	$ 24,530	Removal and periodic replacement of damaged street trees
TR-2	Enhancement	Roundabout/Median Beautification Allocation	City Wide	STR	N/A	$ 30,000	$ 205,307	$ 31,740	$ 32,692	$ 33,673	$ 34,683	$ 35,724	$ 36,795	Periodic replacement of damaged or missing landscape or hardscape
TR-3	Enhancement	Replace Street Trees along E Sprague Ave	Motter Rd to Overlook Rd	SW	2.30	$ -	$ 20,000				$ 20,000			Replacing trees removed to rebuild Sprague Ave roadway and stormwater swales
				TOTAL STREET TREE PROJECTS		$ 50,000	$ 362,179	$ 52,900	$ 54,487	$ 56,122	$ 77,805	$ 59,539	$ 61,326	

STORMWATER (SW) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE	PRIORITY SCORE (OF 5)	CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
SW-1	Enhancement	E Sprague Ave Stormwater Improvements	Motter Rd to Overlook Rd	SWAP	2.50	$ -	$ 612,869			$ 612,869				To be constructed concurrently with ST-5; design scaled back to upgraded swale system
SW-2	Enhancement	E Country Vista Dr Stormwater Improvements	Legacy Ridge to Kramer Pkwy	SWAP	2.50	$ -	$ 233,000				$ 233,000			
SW-3	Enhancement	Molter/Sprague Stormwater Improvements	Molter/Sprague Intersection	SWAP	2.50	$ -	$ 699,000					$ 699,000		To be constructed concurrently with ST-8
SW-4	Preservation	Irrigation System Replacement Allocation	City Wide	SWAP	N/A	$ 20,000	$ 143,928	$ 21,160	$ 22,218	$ 23,329	$ 24,495	$ 25,720	$ 27,006	Annual replacement of damaged irrigation infrastructure
				TOTAL STORMWATER PROJECTS		$ 20,000	$ 1,688,797	$ 21,160	$ 22,218	$ 636,198	$ 257,495	$ 724,720	$ 27,006	

PUBLIC ART (ART) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE	PRIORITY SCORE (OF 5)	CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
ART-1	Enhancement	Public Art Installation Allocation	City Wide	GF	1.88	$ 138,589	$ 862,535	$ 237,000	$ 123,500	$ 120,000	$ 123,600	$ 127,308	$ 131,127	Annual Capital and Non-Capital Art Installations; $80K carryover from 2026 projects unfinished
ART-2	Maintenance	Public Art Maintenance Allocation	City Wide	GF	N/A		$ 60,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	Annual maintenance allocation for existing public art
				TOTAL PUBLIC ART PROJECTS		$ 138,589	$ 922,535	$ 247,000	$ 133,500	$ 130,000	$ 133,600	$ 137,308	$ 141,127	

LONG RANGE (LR) PLANNING CAPITAL PROJECTS

LINE NO.	PROJECT NAME	GRANT FUNDING	FUND SOURCE		CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
LR-1	Comprehensive Emergency Management Plan	N/A	GF/REET	N/A	$ -	$ 30,000	$ 30,000						
LR-2	Sign Code Amendment	N/A	GF/STR/REET 2	N/A	$ -	$ 10,000	$ 10,000						
LR-3	Miscellanous Comp Plan Elements and Mapping	$150,000	COMMERCE	N/A	$ -	$ 50,000	$ 50,000						
LR-4	Development Code Codification	N/A	TBD	N/A	$ -	$ 5,000	$ 5,000						
LR-5	Harvard Road Mitigation Fee Update	N/A	HRM	N/A	$ -	$ -	$ -						
LR-6	Engineering Design Standards Update	N/A	TBD	N/A	$ -	$ 85,000	$ 85,000						
LR-7	Feasibility Study for Liberty Lake Community Pool	N/A	TBD	N/A	$ -	$ 100,000			$ 100,000				Study to determine long-term viability and possible locations
LR-8	Pavement Scan Update	N/A	STR	N/A	$ -	$ 20,000				$ 20,000			5-yr Interval. Last completed in July 2025.
			TOTAL LONG RANGE PLANNING PROJECTS		$ -	$ 205,000	$ 180,000	$ -	$ 100,000	$ 20,000	$ -	$ -	

INFORMATION TECHNOLOGY (IT) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE		CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
IT-1	Enhancement	Information Technology Upgrades/Maintenance Allocation	City Wide	GF	N/A		$ 602,250	$ 92,000	$ 55,350	$ 118,700	$ 102,050	$ 155,400	$ 78,750	Component Maintenance, Upgrades, and Renovations
				TOTAL INFORMATION TECHNOLOGY PROJECTS		$ -	$ 602,250	$ 92,000	$ 55,350	$ 118,700	$ 102,050	$ 155,400	$ 78,750	

GOLF COURSE (GC) PROJECTS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE		CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
GC-1	Preservation	Restroom Building Renovation	1102 N Liberty Lake Rd	GOLF	N/A	$ -	$ 65,241		$ 65,241					Repaint, repair/replace flooring, replace exterior doors, replace plumbing
				TOTAL GOLF COURSE PROJECTS		$ -	$ 65,241	$ -	$ 65,241	$ -	$ -	$ -	$ -	

PROJECTS BY OTHERS

LINE NO.	PROJECT TYPE	PROJECT NAME	LOCATION	FUND SOURCE		CURRENT (2026)	PROJECT TOTAL (2027-2032)	2027	2028	2029	2030	2031	2032	NOTES:
OT-1	Enhancement	Cataldo Extension and Connection - Phase 2	WESTERN STATES BOUNDARY TO MISSION AVE	OTR/TIF/LIFT			$ 4,800,000	$ 3,500,000	$ 1,300,000					Deferred until 2027. Part of Telido Station Development
OT-2	Enhancement	Harvest Pkwy Extension	SOUTH OF MISSION AVE	OTR/TIF/LIFT			$ 2,300,000	$ 2,300,000						Deferred until 2027. Part of Telido Station Development
OT-3	Enhancement	North Liberty Lake Plaza	Northside of Indiana, across from Courtyard East Apartments	OTR/TIF/LIFT			$ 1,600,000	$ 1,600,000						Site Clearing begain in 2026. May stretch into 2027.
OT-4	Enhancement	Harvard/Wellington Roundabout	N Harvard Rd / E Wellington Ave	OTR/TIF/LIFT			$ 2,500,000		$ 2,500,000					
OT-5	Enhancement	Ripples Park		OTR/TIF/LIFT			$ 400,000	$ 400,000						
OT-6	Enhancement	HUB Facility Soccer Field and Parking Expansion	19619 E Cataldo Ave	OTR/TIF/LIFT			$ 2,500,000		$ 2,500,000					
OT-7	Enhancement	Underground Utility Program (Liberty Lake Rd, Molter Rd, Mission Ave)	Location TBD	GF			$ 150,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	
				TOTAL PROJECTS BY OTHERS		$ -	$ 7,150,000	$ 2,025,000	$ 5,025,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	

Line No.	Project Name	Project Total	Quality of Life & Connectedness (11%)	Public Safety & Wellbeing (11%)	Economic Vibrancy & Opportunity (11%)	Planned Growth & Infastructure (11%)	Financial Stewardship (14%)	Infrastructure Stewardship (14%)	Deliverability (10%)	Mandate (5%)	Demand (5%)	Community Reach (8%)	Weighted Total (100%)
ST-2	Country Vista Dr Rebuild/Improvements - Phase 1a	$ 2,784,193	4	4	5	5	5	4	3	5	5	5	4.44
ST-3	Country Vista Dr Grind and Overlay - Phase 1b	$ 328,559	4	4	5	5	5	3	3	5	5	5	4.30
ST-6	Country Vista Dr Rebuild/Improvements - Phase 2	$ 1,960,132	4	4	5	5	5	3	3	5	5	5	4.30
ST-10	Harvard Rd Grind and Overlay	$ 2,971,217	4	4	4	5	5	3	3	5	5	5	4.19
TC-3	I-90 WB Ramp/Country Vista Roundabout	$ 3,137,161	5	5	3	5	4	3	3	5	5	5	4.16
ST-1	Molter Rd Grind and Overlay - Phase 1	$ 1,480,000	3	4	3	5	5	4	5	5	5	3	4.15
PRK-1	Pavilion Park Improvements	$ 1,512,651	5	5	3	4	4	3	3	3	5	3	3.79
TC-2	Liberty Lake/Country Vista Dual EBL Turn Lanes	$ 1,020,618	3	5	4	5	3	4	0	5	5	5	3.75
ST-7	Mission Avenue Grind and Overlay	$ 1,276,762	3	4	3	4	5	4	0	5	5	5	3.70
FAC-4	Library Facility Improvements	$ 4,465,490	4	3	3	3	4	4	3	5	5	3	3.59
ST-4	Molter Rd Grind and Overlay - Phase 2	$ 1,964,666	3	5	2	5	3	4	3	5	3	3	3.57
ST-9	Molter Rd Grind and Overlay - Phase 3	$ 2,879,842	3	4	2	5	3	4	0	5	3	5	3.32
ST-8	Sprague Ave Rebuild - Phase 2	$ 2,059,096	3	4	2	4	2	5	0	5	3	3	3.05
ST-5	Sprague Ave Rebuild - Phase 1	$ 2,027,600	3	4	2	4	2	5	0	5	3	3	3.05
PRK-4	Orchard Park Improvements	$ 280,000	5	5	2	3	3	3	0	3	3	3	3.03
FAC-5	Public Safety Facility Improvements	$ 1,154,770	3	4	1	3	4	4	0	5	3	3	2.97
PRK-2	Rocky Hill Improvements	$ 235,506	5	5	2	3	3	3	0	3	0	3	2.88
PRK-3	Town Square Improvements	$ 40,632	5	5	2	3	3	3	0	3	0	3	2.88
FAC-7	Police Department Facility Improvement Plan	$ 550,711	2	5	3	3	2	3	0	5	5	3	2.87
TC-1	Install Traffic Cameras	$ 300,000	2	5	1	3	4	3	5	0	0	1	2.77
FAC-3	Parks and Recreation Facility Renovation	$ 1,253,322	4	3	3	3	2	4	0	0	5	3	2.76
ST-11	Residential Streets Grind and Overlay	$ 1,512,312	3	4	1	3	3	4	0	5	3	1	2.67
PRK-5	Ballfields Improvements	$ 115,000	4	4	2	3	3	3	0	0	3	3	2.66
SW-1	E Sprague Ave Stormwater Improvements	$ 612,869	2	2	1	3	3	4	0	5	3	3	2.50
SW-3	Molter/Sprague Stormwater Improvements	$ 699,000	2	2	1	3	3	4	0	5	3	3	2.50
SW-2	E Country Vista Dr Stormwater Improvements	$ 233,000	2	2	1	3	3	4	0	5	3	3	2.50
FAC-1	Future City Hall Facility Renovation	$ 5,400,000	3	3	2	3	2	3	0	3	3	3	2.45
TR-3	Replace Street Trees along E Sprague Ave	$ 20,000	5	2	1	3	2	3	0	0	3	3	2.30
FAC-2	Maintenance Garage Expansion	$ 150,000	2	3	1	3	2	3	0	0	3	1	1.92
ART-1	Public Art Installation	$ 750,596	5	2	3	1	1	1	0	0	3	3	1.88

AGENDA ITEM NO.: 11.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: September 15, 2026, Meeting Minutes

Dept of Origin: **Dept. Head Approval:**

Exhibit(s):
September 15 2026 Meeting Minutes

Expenditure Required	
Budgeted	
City Program	

Summary Statement

Recommended Action

Approve September 15, 2026 Meeting Minutes.

CITY COUNCIL MEETING TUESDAY, SEPTEMBER 15, 2026, HELD IN PERSON & REMOTELY

6:00 P.M. Regular Session:

Invocation: Given by Mayor Kaminskas.

Pledge of Allegiance: Led by Mayor Kaminskas, City Council and Staff.

Call to Order: Mayor Kaminskas called the meeting to order at 6:01 p.m.

Roll Call: City officials who physically attended the meeting: Mayor Kaminskas; Mayor Pro Tem Dunne; Councilmembers Severs, Darrow, Klingler, Kurtz, and Ball; Mark McAvoy, City Administrator; Sean Boutz, City Attorney; Kyle Dixon, Finance Director; Mikayla Kittilstved, Interim Library Director; Ben Turner, Public Works Director; Michael Vigue, IT Systems Engineer; Deputy Chief Darin Morgan; David Goehner, Communications Specialist; and Rochelle Caton, City Clerk.

City officials who remotely attended the meeting via Zoom: Councilmember Fisher, Heidi Workman, HR. Manager, Shane Miller; IT Manager, Luke Michels, City Engineer; and Jen Camp, Parks and Recreation Director.

Agenda Approval: Mayor Pro Tem Dunne moved to approve the agenda as presented. Councilmember Severs seconded and the motion carried.

Citizen Comments: None made.

Appointments:

Appointment of Abby Sprague to the Planning Commission as a Regular Voting Member: Mayor Kaminskas provided a summary of this item. Commission Member Sprague provided brief comments. Mayor Pro Tem Dunne made a motion to approve the appointment. Councilmember Fisher seconded, and the motion carried.

Announcements / Proclamations / Special Presentations:

Reports & Inquiries:

City Council: Mayor Pro Tem Dunne made comments regarding attending the County Council of Governance Event.
Councilmember Ball made comments regarding attending the Cops and Cruisers Event.

Mayor: Mayor Kaminskas commented on recent meetings attended and upcoming activities, including, but not limited to, the County Council of Governance, Symphony in the Park Event, SRTC Monthly Meeting, Rotary RIM Ride, Ribbon Cutting at Inclusa Wellness, Hutton Settlement Open House, and the HUB Fundraising Breakfast.

City Administrator: City Administrator McAvoy provided reminders of upcoming events. City Administrator McAvoy then invited Ben Turner, Public Works Director, to provide a brief update on the Mission Frontage Project.

City Administrator McAvoy then provided an update on SCRAPS as a member of the Advisory Board, as well as an update to the Council on City Commission recruitment efforts. Discussion ensued, and questions were asked and answered.

Liberty Lake Sewer & Water District: Liberty Lake Sewer and Water Board President Kottayam Natarajan provided updates and reminders to the Council and community. Questions were asked and answered throughout.

Community Engagement Commission: Chair Bill Norman provided a brief presentation of the Community Engagement Commission's Annual Report. Questions were asked and answered throughout. Consensus was reached among the Council to review the current Commission ordinance at a future workshop.

Library Board of Trustees: Mikayla Kittilstved, Interim Library Director and Board President Jennifer Chase provided a third-quarter presentation. Questions were asked and answered.

Workshop Discussions:

Comprehensive Plan Periodic Update—Development Code Changes: City Administrator Mark McAvoy introduced Gen Dial and Liam Taylor of SCJ Alliance, who provided a joint presentation on the Comprehensive Plan Periodic Update. Questions were asked and answered. The Council reached consensus to allow staff to submit the sixty-day review for the Development Code Update on September 25, 2026.

Personnel Manual Updates: Kyle Dixon, Finance Director, provided a brief presentation on proposed personnel manual updates. Questions were asked and answered throughout. A future resolution will be brought forth for council consideration.

Sources of Revenue for 2027 Preliminary Budget: Kyle Dixon, Finance Director, provided a brief presentation on sources of revenue for the 2027 Preliminary Budget. Questions were asked and answered throughout.

General Business – Consent Agenda: Mayor Pro Tem Dunne made a motion to approve Items 11.A, B. C, D and E. Councilmember Ball seconded the motion, which passed unanimously. With this action, the following items were approved:

11.A. September 1, 2026, Meeting Minutes: Approve the September 1, 2026, Meeting Minutes.

11.B. September 1, 2026, Vouchers.: Approve the 9.15.2026 vouchers, in total amount of $434,662.47.

11.C Approve payment to Western Systems for an amount not to exceed $13,500.

11.D Approve the construction services contract with Diamond Asphalt Paving in an amount not to exceed $10,500.

11.E Approve payment to Frost Solutions in the amount of $12,000

General Business - Action Items:

Council Comments:

Public Hearings / Appeals:

2027 Preliminary Budget - Sources of Revenue: Following the workshop, Kyle Dixon, Finance Director, advised that this is the first of three opportunities for community input on the 2027 Preliminary Budget – Sources of Revenue. Mayor Kaminskas opened the public hearing at 8:11 p.m. No comments were made. The public hearing closed at 8:12 p.m.

Resolutions:

Ordinances:

Ordinance 230B Comcast Franchise Agreement 10 Year Extension (1st Read): Rochelle Caton, City Clerk, read by title only ORDINANCE NO.230B.

Ordinance 318: Adopting a New City Logo (1st Read): Rochelle Caton, City Clerk, read Ordinance No. 318 by title only. City Administrator McAvoy clarified that this ordinance is to adopt the design only, with the color scheme to be determined later. Discussion ensued among the Council.

Emergency Ordinances:

Introduction of Upcoming Agenda Items: Commission Ordinances was tentatively added to the October 20th Workshop schedule.

Citizen Comments:

1.

Executive Session:

Executive Session per RCW 42.30.110(1)(g) regarding Personnel Matters: The Mayor and Council adjourned to Executive Session at 8:40 p.m., returning at 8:42 p.m.

Adjournment: With there being no further business, the meeting was adjourned at 8:12 p.m.

These minutes were approved October 6, 2026.

_____

Cris Kaminskas, Mayor
City of Liberty Lake

_____

These minutes were prepared by Rochelle Caton. This meeting was also recorded. Anyone who desires to listen to the recording may visit the city's website or contact the City Clerk.

AGENDA ITEM NO.: 11.B.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: October 6, 2026 Vouchers

Dept of Origin: **Dept. Head Approval:**

Exhibit(s):
10.6.2026 Vouchers, 10062026 Council

Expenditure Required	
Budgeted	
City Program	

Summary Statement

Recommended Action

Approve the October 6, 2026, vouchers, August 16–31, September 1–15 payroll and benefits in the total amount of 2,054,997.91.

City of Liberty Lake

Consent Agenda for October 6, 2026
City Council Meeting

Report from the Mayor for pending claims and payment of previously approved obligations through October 6, 2026.

Payee	Description	Amount
	See attached voucher report.	
Total vouchers through October 6, 2026		
	Check(s) 36646-36691	$160,545.88
	EFT	$876,136.72
		$1,036,682.60
August 16-31, 2026, payroll and benefits		
	EFT	$427,886.10
September 1-15, 2026, payroll and benefits		
	EFT	$590,429.21
		$2,054,997.91

RECOMMENDATION: Approve and Authorize for Payment

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

SIGNATURES:

City Clerk

Mayor

Council Member

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5427	10/06/2026	Claims	3	EFT	ACUSHNET COMPANY	1,148.68	MERCHANDISE
		420 - 576 61 34 01 - Pro Shop Merchandise				783.72	GOLF CLUBS
		420 - 576 61 34 01 - Pro Shop Merchandise				364.96	GOLF CLUB
5428	10/06/2026	Claims	3	EFT	ALCOBRA METALS INC	140.59	MATERIALS
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				44.46	ALUMINUM SHEET
		420 - 576 61 31 04 - Facilities - Supplies_Trailhead				96.13	STEEL TUBE CAPS, STEEL BASE PLATES, 90 DEGREE PIPE ELBOWS
5429	10/06/2026	Claims	3	EFT	AMAZON CAPITAL SERVICES	5,393.36	MATERIALS
		110 - 518 30 31 20 - Facility - Supplies_Public Works				118.77	TONER CARTRIDGES
		001 - 518 80 30 00 - Supplies For Consumption IT				19.17	BOX CUTTER & PACKAGE OPENER TOOL
		001 - 518 80 30 00 - Supplies For Consumption IT				32.90	VERTICAL LAPTOP STAND, USB WALL CHARGER
		001 - 518 80 30 00 - Supplies For Consumption IT				7.19	MICRO USB CABLE
		001 - 521 10 31 00 - Law Enforcement Supplies				-8.60	RETURN OF ROTARY CUTTER BLADES
		001 - 521 10 31 00 - Law Enforcement Supplies				39.48	CANOPY WEIGHT SET
		001 - 521 10 31 00 - Law Enforcement Supplies				50.67	COIN CELL BATTERIES
		001 - 521 10 31 00 - Law Enforcement Supplies				37.68	PRINTABLE BUSINESS CARDS
		001 - 521 10 31 00 - Law Enforcement Supplies				32.69	METAL CLOTHES HANGERS
		110 - 542 70 31 01 - Roadside - Supplies				28.33	DRY WRAPPED V-BELT
		110 - 542 70 31 01 - Roadside - Supplies				65.40	HOSE REEL SWIVEL
		110 - 542 70 31 02 - Roadside - Horticulture Supplies				45.54	ADJUSTABLE METAL LEAF RAKES
		001 - 572 10 31 00 - Library Supplies				30.00	HEADPHONES
		001 - 572 10 31 00 - Library Supplies				496.55	TONER CARTRIDGES
		001 - 572 10 31 00 - Library Supplies				67.04	TONER CARTRIDGE
		001 - 572 10 31 00 - Library Supplies				5.43	CABLE TIES
		001 - 572 10 31 00 - Library Supplies				44.64	DISHWASHER PODS
		001 - 572 10 31 00 - Library Supplies				19.92	TOY DISINFECTANT SPRAY, DRY ERASE WHITEBOARD CLEANING SPRAY
		001 - 572 10 31 00 - Library Supplies				8.16	PERMANENT MARKERS
		001 - 572 10 31 00 - Library Supplies				88.76	BOOK TAPE, BOOK REPAIR TAPE
		001 - 572 10 31 00 - Library Supplies				9.31	LINED STICKY NOTES
		001 - 572 10 31 00 - Library Supplies				-10.89	RETURN OF KNURLED ALUMINUM BIT HOLDER KEYCHAINS
		001 - 572 10 31 00 - Library Supplies				20.25	MAGNETIC PEN HOLDERS, KNURLED ALUMINUM BIT HOLDER KEYCHAINS
		001 - 572 10 31 00 - Library Supplies				20.69	STICKY NOTES
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				45.41	COOKWARE PLAY SET, ACRYLIC SIGN HOLDERS, MAGNETIC PUZZLE
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				43.76	FLEX-GRIP TONGS, POM POMS, EASY-GRIP TWEEZERS
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				28.94	SUCTION CUP TOYS
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				107.03	CARDSTOCK, CANVAS TOTE BAGS, TRANSLUCENT VELLUM PAPER, FLAMELESS TEA LIGHTS
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				63.48	FRUIT SNACKS, SOFT ERASERS, KEY TAGS WITH KEY CHAIN RINGS, CHEESE PUFFS
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				16.60	WOOD HANDLE PAINT BRUSHES, PLASTIC SORTING BOWLS
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				22.97	BULK MODELING DOUGH, DOUGH TOOL SET
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				131.72	PENS, PATCHES, PARTY FAVORS FOR KIDS, PLASTIC CUPS WITH LIDS, BOOKMARKS, HALLOWEEN BACKDROP FOR KIDS PARTY, STICKY NOTES
		001 - 572 20 34 06 - Library Books & Other Materials				62.47	BOOKS

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 572 20 34 06 - Library Books & Other Materials				32.65	DVD
		001 - 572 20 34 06 - Library Books & Other Materials				-5.44	PRICE REDUCTION OF DVD
		001 - 572 20 34 06 - Library Books & Other Materials				16.50	BOOK
		001 - 572 20 34 06 - Library Books & Other Materials				115.88	DVD'S, BOARD GAME
		001 - 572 20 34 06 - Library Books & Other Materials				29.22	DVD'S
		001 - 572 20 34 06 - Library Books & Other Materials				-5.48	RETURN OF DVD
		001 - 572 20 34 06 - Library Books & Other Materials				90.37	DVD'S
		420 - 576 61 31 03 - Maintenance Supplies				147.95	BLADES
		420 - 576 61 31 03 - Maintenance Supplies				49.65	IPHONE CASES, HAND SANITIZER
		420 - 576 65 31 01 - Maintenance Of Golf Course				29.40	HAND WARMERS
		001 - 576 80 31 01 - Parks Supplies				147.95	BLADES
		001 - 576 80 31 01 - Parks Supplies				118.24	SOAP DISPENSER KEY REPLACEMENT, RUBBER GARDEN WATER HOSE
		001 - 576 80 31 01 - Parks Supplies				49.65	IPHONE CASES, HAND SANITIZER
		001 - 576 80 31 01 - Parks Supplies				34.32	HI VIS HOODIE
		001 - 576 80 31 01 - Parks Supplies				65.39	HI VIS HOODIE
		111 - 576 80 41 11 - Parks & Arts-Professional Servic				76.28	SIDEWALK CHALK
		001 - 594 21 60 01 - Small_Attractive Items - Public S				1,632.81	TV
		001 - 594 21 64 02 - Law Enforcement-Furniture,Com				976.56	TV WALL MOUNTS, TV'S
5430	10/06/2026	Claims	3	EFT	APOLLO SHEET METAL INC	589.69	SERVICES
		420 - 576 61 41 03 - Facilities - Professional Services_				589.69	TH-HVAC SYSTEM SVCS
5431	10/06/2026	Claims	3	EFT	ASSOCIATION OF WA CITIES	30.00	REGISTRATION
		001 - 511 60 49 00 - Legislative-Dues,Subscriptions,R				30.00	BALL, LINDA REGISTRATION FOR EOE SERIES 2026: ADVENTURES IN ANNEXATION
5432	10/06/2026	Claims	3	EFT	BACON CONCRETE INC	3,052.00	SERVICES
		111 - 594 76 60 02 - Capital Outlays Public Art				3,052.00	ORCHARD PARK-INSTALLATION OF CONCRETE BENCH PADS
5433	10/06/2026	Claims	3	EFT	CALLAWAY	719.85	MERCHANDISE
		420 - 576 61 34 01 - Pro Shop Merchandise				719.85	GLOVES
5434	10/06/2026	Claims	3	EFT	COEUR D ALENE PAVING INC	298.71	MATERIALS
		110 - 542 70 31 01 - Roadside - Supplies				67.51	3/4" MINUS CRUSHED BASE B-SL
		110 - 542 70 31 01 - Roadside - Supplies				147.15	3/4" MINUS CRUSHED BASE B-SL
		110 - 542 70 31 01 - Roadside - Supplies				26.40	3/4" MINUS CRUSHED BASE B-SL
		110 - 542 70 31 01 - Roadside - Supplies				57.65	3/4" MINUS CRUSHED BASE B-SL
5435	10/06/2026	Claims	3	EFT	COMCAST BUSINESS COMMUNICATIONS LLC	486.07	SERVICES
		420 - 576 61 42 01 - Golf Pro Shop-Telephone,Intern				486.07	SVCS THROUGH 10/01-10/31/2026
5436	10/06/2026	Claims	3	EFT	COUNTRY VISTA CAR WASH	44.25	SERVICES
		110 - 542 90 41 00 - Maint Admin & Overhead - Prof				44.25	3 WASHES, VACUUMING
5437	10/06/2026	Claims	3	EFT	DARDAN ENTERPRISES INC	785,792.55	AGENDA ITEM 11.B 03032026 COUNCIL
		001 - 594 18 62 04 - Central Services - New City Hall				785,792.55	WORK COMPLETED THROUGH 09/30/2026
5438	10/06/2026	Claims	3	EFT	EVANS CRAVEN & LACKIE PS	6,000.00	SERVICES
		001 - 515 41 41 00 - External Legal Services - Consult				6,000.00	SVCS THROUGH 08/24-09/23/2026
5439	10/06/2026	Claims	3	EFT	EXECUTECH UTAH LLC	9,273.33	SERVICES
		001 - 518 80 41 00 - Information Technology Services				9,273.33	DUO ESSENTIALS, ACRONIS, SOPHOS, CENTRAL EXTENDED SUPPORT FOR OLDER VERSIONS OF WINDOWS, NINJA RMM, AUVIK ENHANCED NETWORK MONITORING SVCS, MICROSOFT ENTRA, OFFICE 365
5440	10/06/2026	Claims	3	EFT	FEDEX	63.07	SERVICES

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 521 10 42 00 - Law Enforcement-Telephone,Int				31.32	LLPD PACKAGES
		001 - 521 10 42 00 - Law Enforcement-Telephone,Int				31.75	LLPD PACKAGES
5441	10/06/2026	Claims	3	EFT	FISHERS TECHNOLOGY	43.10	SERVICES
		001 - 572 10 41 00 - Library-Professional Services				43.10	CONTRACT OVERAGE 08/28-09/27/2026
5442	10/06/2026	Claims	3	EFT	HD SUPPLY FACILITIES MAINTENANCE LTD	990.62	MATERIALS
		420 - 576 65 31 01 - Maintenance Of Golf Course				83.23	TOILET PAPER
		001 - 576 80 31 01 - Parks Supplies				464.03	SOAP, TRASH CANS
		001 - 576 80 31 25 - Pavillion Park Supplies				221.68	SOAP DISPENSERS, SOAP
		001 - 576 80 31 45 - Orchard Park Supplies				221.68	SOAP DISPENSERS, SOAP
5443	10/06/2026	Claims	3	EFT	HOME DEPOT CREDIT SERVICES	1,714.40	MATERIALS
		001 - 518 30 31 00 - Facility - Central Supplies				87.18	HOSE
		001 - 518 30 31 00 - Facility - Central Supplies				19.22	5 GALLON WATER CONTAINERS
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				6.75	ELECTRICAL OUTLET BOX, NEW/OLD WORK ELECTRICAL BOX
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				39.21	SAW BLADE
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				217.01	DUPLEX WALL PLATE, STRAIGHT DIE GRINDER, 6 PORT WALL PLATE, DUPLEX OUTLETS
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				103.29	CONCRETE ANCHORS
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				55.80	RUBBER INSULATED CLAMPS, EXTENSION CORD
		110 - 542 30 31 00 - Roadway - Supplies_Signage				21.73	WORK GLOVES
		110 - 542 30 31 00 - Roadway - Supplies_Signage				9.73	HEX BOLTS, PVC PIPE
		110 - 542 70 31 02 - Roadside - Horticulture Supplies				43.74	CUT RESISTANT WORK GLOVES, HANDHELD MAP-PRO GAS CYLINDERS
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				38.10	RATCHET STRAPS, ANGLE BROOM
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				53.47	NOISE CANCELLING EARMUFFS
		001 - 572 50 31 00 - Facilities - Supplies_Library				28.41	RECESSED LED LIGHT, LOW VOLT STAPLES
		420 - 576 61 31 03 - Maintenance Supplies				59.87	ADJUSTABLE WRENCHES
		420 - 576 61 31 03 - Maintenance Supplies				28.87	TOILET PAPER, BOTTLED WATER
		420 - 576 65 31 01 - Maintenance Of Golf Course				176.50	ACIDIC TOILET BOWL CLEANER, LIQUID DISH SOAP, WORK GLOVES, MARKING SPRAY PAINT, MICROFIBER CLOTHS, 1 GALLON SPRAYER, DISINFECTING WIPES
		420 - 576 65 31 01 - Maintenance Of Golf Course				156.32	TARPS, BUNGEE CORDS, AIR FRESHENERS, WRENCH SET, CHISEL TIP MARKERS
		001 - 576 80 31 01 - Parks Supplies				59.87	ADJUSTABLE WRENCHES
		001 - 576 80 31 01 - Parks Supplies				38.66	FLAT HEAD CONCRETE ANCHORS, DRILL BITS
		001 - 576 80 31 01 - Parks Supplies				28.86	TOILET PAPER, BOTTLED WATER
		001 - 576 80 31 01 - Parks Supplies				29.36	5 GALLON WATER CONTAINERS
		001 - 576 80 31 01 - Parks Supplies				60.34	DIMMABLE LIGHT BULBS, BATTERIES, ODOR ABSORBERS
		001 - 576 80 31 15 - Ballfields Supplies				25.05	BUCKETS, CONCRETE
		001 - 576 80 31 15 - Ballfields Supplies				16.32	MOPPING REFILL KIT
		001 - 576 80 31 25 - Pavillion Park Supplies				24.95	ANCHORS WITH SCREWS, ANTIBACTERIAL ALL-PURPOSE CLEANER
		001 - 576 80 31 25 - Pavillion Park Supplies				44.47	CLOG REMOVER GEL
		001 - 576 80 31 25 - Pavillion Park Supplies				13.89	ANTIBACTERIAL ALL-PURPOSE CLEANER
		001 - 576 80 31 45 - Orchard Park Supplies				53.34	4-DIAL COMBINATION PADLOCKS
		001 - 576 80 31 45 - Orchard Park Supplies				53.47	BAG OF SEED MIX
		001 - 576 80 31 45 - Orchard Park Supplies				26.73	NITRILE GLOVES
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				12.71	COLORED FLAGS

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		110 - 595 64 63 00 - Roads/Streets Const. & Other In				59.82	ROSE & FLOWER PLANT FOOD GRANULES, COPPER FUNGICIDE, ROSE AND BLOOM PLANT FOOD
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				21.36	MARKING SPRAY PAINT
5444	10/06/2026	Claims	3	EFT	HORIZON	24.40	MATERIALS
		001 - 576 80 31 45 - Orchard Park Supplies				24.40	PVC 90 DEGREE ELBOW, SCH80 NIPPLES, PVC REDUCING 90 DEGREE ELBOW
5445	10/06/2026	Claims	3	EFT	INGRAM LIBRARY SERVICES	1,559.23	BOOKS
		001 - 572 20 34 06 - Library Books & Other Materials				1,559.23	BOOKS
5446	10/06/2026	Claims	3	EFT	INLAND ASPHALT COMPANY	246.29	MATERIALS
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				246.29	PLANT ASPHALT
5447	10/06/2026	Claims	3	EFT	JEFFREY T ISAAC	473.00	PER DIEM
		001 - 521 10 43 00 - Law Enforcement Travel-Lodgin(				473.00	PER DIEM FOR EVIDENCE & PROPERTY MGMT TRAINING
5448	10/06/2026	Claims	3	EFT	LEAF CAPITAL FUNDING LLC	188.29	SERVICES
		001 - 514 23 41 00 - Administrative Services-Professi(				28.66	KYOCERA INSURANCE & TAX
		001 - 591 14 70 00 - Leases				159.63	KYOCERA CS 6054 CI
5449	10/06/2026	Claims	3	EFT	LIVELYS FIRE EXTINGUISHERS SERVICE LLC	633.56	SERVICES
		001 - 521 10 48 00 - Vehicle Maintenance				633.56	PD VEHICLES-INSPECTION & SERVICING OF FIRE EXTINGUISHERS
5450	10/06/2026	Claims	3	EFT	LYNN PEAVEY CO	69.76	MATERIALS
		001 - 521 10 31 00 - Law Enforcement Supplies				69.76	EVIDENCE BAGS
5451	10/06/2026	Claims	3	EFT	MOBILE MODULAR	541.73	SERVICES
		001 - 518 30 31 00 - Facility - Central Supplies				541.73	OFFICE RENTAL 09/20-10/19/2026
5452	10/06/2026	Claims	3	EFT	NATIONAL BARRICADE CO	4,009.02	MATERIALS
		110 - 542 64 31 00 - Traffic Control Devices - Supplie				477.42	TRAFFIC SIGNS
		110 - 542 64 31 00 - Traffic Control Devices - Supplie				3,531.60	'NO PARKING' SIGNS, 'VIOLATORS WILL BE TOWED' SIGNS, SQUARE TUBE POSTS, BLOCKS WITH ANCHORS
5453	10/06/2026	Claims	3	EFT	NORTHWEST BUSINESS STAMP	28.80	SERVICES
		001 - 572 10 31 00 - Library Supplies				28.80	NAME TAG-MANNION, JOSIAH
5454	10/06/2026	Claims	3	EFT	O'REILLY AUTO PARTS	800.58	MATERIALS
		001 - 518 30 31 00 - Facility - Central Supplies				74.86	CAMSHAFT SENSORS
		110 - 542 70 31 01 - Roadside - Supplies				72.21	MOTOR OIL, OIL FILTER, AIR FILTER
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup(				67.87	OIL FILTER, AIR FILTER, MOTOR OIL
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup(				39.52	LUG NUTS
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup(				77.16	OIL FILTER, MOTOR OIL, AIR FILTER
		420 - 576 61 31 03 - Maintenance Supplies				120.63	WIPER FLUID, AIR FRESHENERS, BATTERY, BATTERY GREASE
		420 - 576 61 31 03 - Maintenance Supplies				119.63	MOTOR OIL
		001 - 576 80 31 01 - Parks Supplies				120.62	WIPER FLUID, AIR FRESHENERS, BATTERY, BATTERY GREASE
		001 - 576 80 31 01 - Parks Supplies				-23.98	CORE RETURN
		001 - 576 80 31 01 - Parks Supplies				119.63	MOTOR OIL
		001 - 576 80 31 45 - Orchard Park Supplies				12.43	FUEL CLAMPS
5455	10/06/2026	Claims	3	EFT	PARAMETRIX	1,990.00	CLIMATE RESILIENCY PLANNING

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		001 - 558 60 40 01 - Professional Services Climate Re				1,990.00	TASK 01 PUBLIC ENGAGEMENT STRATEGY, TASK 03 COMMUNITY WIDE CLIMATE RESILIENCE, TASK 05 FINAL CLIMATE ELEMENT
5456	10/06/2026	Claims	3	EFT	PARAMETRIX	6,561.25	SERVICES
		001 - 558 50 40 02 - CP&ED Plan Checking Outside S				885.00	TASK 17-21ST AMENDMENT LLCP BSP 50-96
		001 - 558 50 40 02 - CP&ED Plan Checking Outside S				1,712.50	TASK 01-LEGACY RIDGE PHASE F
		311 - 595 30 60 10 - Capital Expenditures-Mission Av				1,240.00	TASK 3777878033-MISSION FRONTAGE IMPROVEMENTS, SUBTASK 02 PRELIMINARY DESIGN, SUBTASK 04 BIDDING SERVICES
		311 - 595 30 60 16 - Capital Expenditures-Country Vi				2,723.75	TASK 3777878037-COUNTRY VISTA DRIVE, SUBTASK 01 TOPOGRAPHIC SURVEY AND BOUNDARY, SUBTASK 02 CONCEPTUAL DESIGN
5457	10/06/2026	Claims	3	EFT	SCREEN TEK	210.37	SERVICES
		001 - 571 00 41 05 - Special Events Professional Servi				210.37	FARMERS MARKET A-FRAME INSERTS
5458	10/06/2026	Claims	3	EFT	SHEA CARR & JEWEL INC	22,614.74	SERVICES
		331 - 518 30 41 03 - Central Services-Professional Se				7,989.74	SVCS THROUGH 08/01-08/28/2026
		001 - 558 60 40 00 - Professional Services PCPU				1,920.50	SVCS THROUGH 08/01-08/28/2026
		001 - 558 60 40 05 - Professional Services - Developr				12,704.50	SVCS THROUGH 08/01-08/28/2026
5459	10/06/2026	Claims	3	EFT	DAMON L SIMMONS	473.00	PER DIEM
		001 - 521 10 43 00 - Law Enforcement Travel-Lodging				473.00	TRAVEL FOR EVIDENCE & PROPERTY MANAGEMENT
5460	10/06/2026	Claims	3	EFT	SITEONE LANDSCAPE SUPPLY LLC	165.92	MATERIALS
		001 - 576 80 31 15 - Ballfields Supplies				165.92	BASELINE FIELD MARKER CHALK
5461	10/06/2026	Claims	3	EFT	SPOKANE COUNTY DIST CT	12,792.08	SERVICES
		001 - 512 52 40 00 - Contracted Court				12,792.08	AUG 2026 AND JAN THROUGH JUL 2026 RATE ADJUSTMENTS CONTRACTED COURT SVCS
5462	10/06/2026	Claims	3	EFT	STONEWAY ELECTRIC SUPPLY CO	16.33	MATERIALS
		001 - 521 50 31 00 - Facility - Supplies_Public Safety				16.33	STANDARD SIZE WALL PLATES
5463	10/06/2026	Claims	3	EFT	TIRE-RAMA	146.68	SERVICES
		001 - 521 10 48 00 - Vehicle Maintenance				73.34	2024 FORD EXPLORER POLICE INTERCEPTOR-OIL CHANGE
		001 - 521 10 48 00 - Vehicle Maintenance				73.34	2018 FORD POLICE INTERCEPTOR UTILITY-OIL CHANGE
5464	10/06/2026	Claims	3	EFT	VANGUARD CLEANING SYSTEMS	5,175.00	SERVICES
		001 - 521 50 41 00 - Facility - Professional Services_P				2,660.00	CARPET & WINDOW CLEANING SVCS
		001 - 572 50 41 00 - Facility - Professional Services_Li				1,765.00	CARPET & WINDOW CLEANING SVCS
		420 - 576 61 41 03 - Facilities - Professional Services_				750.00	CARPET & WINDOW CLEANING SVCS
5465	10/06/2026	Claims	3	EFT	WILBUR-ELLIS COMPANY LLC	1,136.15	MATERIALS
		420 - 553 60 31 20 - Weed Control Supplies				456.44	SCYTHE WEED CONTROL
		420 - 576 65 31 01 - Maintenance Of Golf Course				679.71	REVOLUTION, PREMION FUNGICIDE
5466	10/06/2026	Claims	3	EFT	XEROX CORPORATION	432.20	SERVICES
		001 - 514 23 41 00 - Administrative Services-Professi				219.70	08/01-08/30/2026 SVCS, 07/21-08/21/2026
		001 - 514 23 41 00 - Administrative Services-Professi				212.50	09/01-09/30/2026 SVCS, 08/21-09/21/2026
5467	10/06/2026	Claims	3	EFT	YOKES FRESH MARKET	68.07	MATERIALS

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		110 - 542 30 31 00 - Roadway - Supplies_Signage				6.53	ICE
		110 - 542 30 31 00 - Roadway - Supplies_Signage				6.53	ICE
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				13.04	GATORADE
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				18.92	DRINKING WATER, ICE
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				23.05	DRINKING WATER, ICE
5468	10/06/2026	Claims	3	36646	ADAMS TRACTOR CO INC	2,045.35	MATERIALS
		110 - 542 70 31 01 - Roadside - Supplies				252.62	SPINDLE SHAFT, BALL BEARING, SHIM, SLIP, OIL SEALS, BOSS, FEATHER KEY, SPLINE BOSS, EXTERNAL CLIP
		001 - 576 80 31 01 - Parks Supplies				1,792.73	SVC ROPS ASSEMBLY
5469	10/06/2026	Claims	3	36647	ADIDAS AMERICA INC	117.41	MERCHANDISE
		420 - 576 61 34 01 - Pro Shop Merchandise				117.41	SHOES
5470	10/06/2026	Claims	3	36648	ALLIED FIRE AND SECURITY	3,115.18	SERVICES
		001 - 518 30 41 10 - Facility - Professional Services_C				3,115.18	CH-FIRE SYSTEM SERVICE
5471	10/06/2026	Claims	3	36649	AMERICAN ON-SITE SERVICES	1,298.70	SERVICES
		110 - 542 90 41 00 - Maint Admin & Overhead - Prof				120.00	PORTABLE RESTROOM
		001 - 571 00 41 07 - Special Events Business & Comn				455.00	COPS, CARS, CRUISERS EVENT-PORTABLE RESTROOMS
		420 - 576 65 41 00 - Professional Services-Golf Greer				125.90	PORTABLE RESTROOM, HAND SANITIZER
		001 - 576 80 41 25 - Pavillion Park-Professional Servi				203.90	PORTABLE RESTROOM, HAND SANITIZER
		001 - 576 80 41 35 - Town Square-Professional Servic				190.00	PORTABLE RESTROOM
		001 - 576 80 41 55 - Rocky Hill Park-Professional Ser				203.90	PORTABLE RESTROOM, HAND SANITIZER
5472	10/06/2026	Claims	3	36650	APPLEWAY ROOFING	287.50	REFUND PERMIT BLD2026-0372
		001 - 322 10 00 00 - Building Permits				-216.00	
		001 - 341 81 00 00 - Processing/Technology Fee				-65.00	
		630 - 389 30 00 00 - State Bld Code Surcharge				-6.50	
5473	10/06/2026	Claims	3	36651	BCRA INC	17,032.86	SERVICES
		310 - 594 59 60 00 - Capital Expenditures - City Hall I				13,483.02	CH PROFESSIONAL SVCS FROM 09/01-09/30/2026
		330 - 594 72 62 00 - Library - Buildings & Structures				3,549.84	LLML PROFESSIONAL SVCS FROM 09/01-09/30/2026
5474	10/06/2026	Claims	3	36652	BLUE PEAK INC	1,580.50	SERVICES
		001 - 521 10 49 00 - Law Enforcement-Dues,Subscrip				1,580.50	SKILLS MANAGER SOFTWARE 01/01/2027-12/31/2027
5475	10/06/2026	Claims	3	36653	CDA PRECAST LLC	795.00	MATERIALS
		310 - 594 18 60 00 - Capital Expenditures/Expenses-C				166.67	CONCRETE BARRIERS
		310 - 594 18 60 00 - Capital Expenditures/Expenses-C				83.33	JERSEY BARRIER
		310 - 594 18 60 00 - Capital Expenditures/Expenses-C				363.33	CONCRETE BARRIERS
		310 - 594 18 60 00 - Capital Expenditures/Expenses-C				181.67	JERSEY BARRIER
5476	10/06/2026	Claims	3	36654	CINTAS CORPORATION NO 2	13.35	MATERIALS
		001 - 521 10 41 00 - Law Enforcement-Professional S				13.35	ANTIBIOTIC OINTMENT
5477	10/06/2026	Claims	3	36655	CONSOLIDATED IRRIGATION DISTRICT 19	1,179.28	UTILITIES
		410 - 531 00 40 00 - Storm Drainage Utilities - Utilitie				19.95	08/21-09/20/2026
		001 - 576 80 47 45 - Orchard Park Utilities-Elec/Gas,V				1,159.33	08/21-09/20/2026
5478	10/06/2026	Claims	3	36656	CONSUMER REPORTS	35.00	SUBSCRIPTION
		001 - 572 20 34 06 - Library Books & Other Materials				35.00	1 YEAR RENEWAL OF CONSUMER REPORT
5479	10/06/2026	Claims	3	36657	CORWIN FORD SPOKANE	1,210.39	SERVICES
		110 - 542 70 41 00 - Roadside - Professional Services				1,210.39	ROADSIDE FORD RANGER CAT REPLACEMENT

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5480	10/06/2026	Claims	3	36658	DEMCO	219.44	MATERIALS
		001 - 572 10 31 00 - Library Supplies				219.44	BOOK COVERS, HINGE REPAIR TAPE WITH LINER
5481	10/06/2026	Claims	3	36659	FREE PRESS PUBLISHING INC	175.10	LEGAL ADS
		001 - 514 23 41 00 - Administrative Services-Professi				35.20	PUBLIC HEARING SALARY COMMISSION, SALARIES OF ELECTED OFFICIALS
		001 - 514 23 41 00 - Administrative Services-Professi				98.40	RFQ LEGISLATIVE ADVOCACY AND GOVT RELATIONS SVCS
		001 - 514 23 41 00 - Administrative Services-Professi				41.50	PUBLIC HEARING REVENUE HEARING REVENUE FOR 2027 ANNUAL BUDGET
5482	10/06/2026	Claims	3	36660	GOLDEN ANCHOR USA LLC	659.45	MATERIALS
		001 - 518 30 31 00 - Facility - Central Supplies				659.45	FLAG REPLACEMENT
5483	10/06/2026	Claims	3	36661	GORDON TRUCK CENTERS INC	30.80	MATERIALS
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				23.91	HUB CAPS/SCOTSEALS
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				-23.91	RETURN OF HUB CAPS/SCOTSEALS
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				30.80	HUBCAP
5484	10/06/2026	Claims	3	36662	GRAINGER	69.22	MATERIALS
		001 - 518 30 31 00 - Facility - Central Supplies				69.22	CARBIDE BUR SET
5485	10/06/2026	Claims	3	36663	GS4 LLC	68.71	MATERIALS
		110 - 542 70 31 02 - Roadside - Horticulture Supplies				68.71	SHIRTS
5486	10/06/2026	Claims	3	36664	INLAND EMPIRE GCSA	618.00	REGISTRATION
		001 - 576 80 49 01 - Parks-Registration Fees,Mbrship				618.00	FALL MEETING & TRADE SHOW REGISTRATIONS
5487	10/06/2026	Claims	3	36665	KIWANIS CLUB OF LIBERTY LAKE	972.46	2026 LODGING TAX REIMBURSEMENT
		115 - 557 30 41 00 - Tourism Prof Services				972.46	2026 FOUNDER & FIREWORKS
5488	10/06/2026	Claims	3	36666	LAKESHORE LEARNING MATERIALS	161.70	MATERIALS
		001 - 572 10 31 05 - Children & Adult Prgrm Supplies				161.70	STAND-UP MAGNETIC DESIGN BOARD
5489	10/06/2026	Claims	3	36667	LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNC	125.00	REGISTRATION
		110 - 542 90 49 00 - Maint Admin & Overehad - Reg				125.00	ROMERO, PEDRO-ATSSA TCST COURSE
5490	10/06/2026	Claims	3	36668	NORTH 40 OUTFITTERS	217.68	MATERIALS
		001 - 576 80 31 01 - Parks Supplies				217.68	CC GOAT TEXTURED, CERT TIMOTHY COMPRESS BALES, CERT ALFALFA COMPRESS BALES
5491	10/06/2026	Claims	3	36669	ONE CALL CONCEPTS INC	1,414.80	MEMBERSHIP; SERVICES
		001 - 558 50 49 00 - CP&ED-Dues,Subscriptions,Mbrs				1,299.60	2026 ANNUAL UTILITY MEMBERSHIP FEE, JUNE 2026 TICKET USAGE
		001 - 558 50 49 00 - CP&ED-Dues,Subscriptions,Mbrs				115.20	JULY 2026 TICKET USAGE
5492	10/06/2026	Claims	3	36670	PACIFIC GOLF & TURF LLC	80,074.19	MATERIALS; AGENDA ITEM 11.C 08042026
		110 - 542 70 31 01 - Roadside - Supplies				89.99	BUSHINGS
		420 - 594 76 64 00 - Golf-Furniture,Computers&Equi				79,984.20	REEL GRINDER
5493	10/06/2026	Claims	3	36671	PACWEST MACHINERY LLC	296.39	MATERIALS
		410 - 531 00 30 00 - Storm Drainage Utilities - Suppli				-776.46	RETURN OF SWEEPER BROOM GB WIRE SEGMENTS
		410 - 531 00 30 00 - Storm Drainage Utilities - Suppli				760.11	SWEEPER BROOM GB WIRE SEGMENTS

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		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				312.74	HYDRAULIC OIL
5494	10/06/2026	Claims	3	36672	PLANET TURF	2,432.34	MATERIALS
		420 - 576 65 31 01 - Maintenance Of Golf Course				530.28	TURFCIDE 400 PCNB
		420 - 576 65 31 01 - Maintenance Of Golf Course				245.26	MICRO-SEA MICRO NUTRIENT
		420 - 576 65 31 01 - Maintenance Of Golf Course				1,656.80	NOVAGREEN MARION LIQ FE
5495	10/06/2026	Claims	3	36673	POE ASPHALT PAVING INC	3,948.89	MATERIALS
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				1,018.37	3/8" 100 GYRO 64H ERGON, 1/2" 75 GYRO 64H ERGON
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				2,219.85	3/8" 100 GYRO 64H ERGON, 1/2" 75 GYRO 64H ERGON
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				223.44	1/2" COMM 75 GYRO PG58-28 IAS
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				487.23	1/2" COMM 75 GYRO PG58-28 IAS
5496	10/06/2026	Claims	3	36674	PWXYZ LLC	195.64	SUBSCRIPTION
		001 - 572 20 34 06 - Library Books & Other Materials				195.64	UBLISHERS WEEKLY SUBSCRIPTION
5497	10/06/2026	Claims	3	36675	REVE EXTERIORS LLC	168.50	REFUND PERMIT BLD2026-0396
		001 - 322 10 00 00 - Building Permits				-97.00	
		001 - 341 81 00 00 - Processing/Technology Fee				-65.00	
		630 - 389 30 00 00 - State Bld Code Surcharge				-6.50	
5498	10/06/2026	Claims	3	36676	ROADRUNNER EQUIPMENT LLC	6,312.00	MATERIALS
		110 - 595 64 63 00 - Roads/Streets Const. & Other In				6,312.00	SKID STEER MOUNT
5499	10/06/2026	Claims	3	36677	SAFE RESTRAINTS INC	1,806.26	MATERIALS
		001 - 594 21 60 01 - Small_Attractive Items - Public S				1,806.26	RED TRAINING WRAP PACKAGE
5500	10/06/2026	Claims	3	36678	SATURDAY NIGHT INC	483.96	MATERIALS
		001 - 571 00 41 00 - Recreational Activities Professio				483.96	SOCCER SHIRTS
5501	10/06/2026	Claims	3	36679	SENSKE LAWN & TREE CARE INC	203.34	SERVICES
		001 - 518 30 41 10 - Facility - Professional Services_C				127.04	CH-PEST CONTROL SERVICE TREATMENT
		420 - 576 61 41 03 - Facilities - Professional Services_				76.30	TH-PEST CONTROL SERVICE TREATMENT
5502	10/06/2026	Claims	3	36680	SPOKANE COUNTY TREASURER	2,465.70	SERVICES
		001 - 554 30 41 00 - Animal Services				2,465.70	ANIMAL CONTROL & SHELTER SVCS AUGUST 2026
5503	10/06/2026	Claims	3	36681	SPOKANE RAIN GUTTER	1,199.00	SERVICES
		001 - 576 80 41 45 - Orchard Park-Professional Servic				1,199.00	GUTTER INSTALLATION
5504	10/06/2026	Claims	3	36682	SPOKANE SUNSCREEN LLC	2,081.90	SERVICES
		001 - 521 10 41 00 - Law Enforcement-Professional S				784.80	2022 DODGE DURANGO FULL TINT
		001 - 594 21 64 02 - Law Enforcement-Furniture,Com				1,297.10	2026 DODGE DURANGO (DARK GREY) #1 FOR WHITE REFLECTIVE LLPD GRAPHICS
5505	10/06/2026	Claims	3	36683	STORAGE SOLUTIONS LIBERTY LAKE	1,154.40	RENT
		001 - 514 23 41 00 - Administrative Services-Professi				577.20	RENT 10/01/2026-10/31/2026
		001 - 558 50 41 00 - CP&ED-Professional Services				577.20	RENT 10/01/2026-10/31/2026
5506	10/06/2026	Claims	3	36684	TECH LOGIC CORPORATION	3,526.14	MATERIALS
		001 - 572 10 31 00 - Library Supplies				8.00	PRINTER PAPER
		001 - 572 10 41 00 - Library-Professional Services				362.50	INSTALL CIRCUT SUITE LICENSE
		001 - 572 10 41 00 - Library-Professional Services				362.50	INSTALL CIRCUT SUITE LICENSE
		001 - 572 10 41 01 - Software Maint/data Ba				850.12	CIRCIT SUITE LICENSE 2025
		001 - 572 10 41 01 - Software Maint/data Ba				850.12	CIRCIT SUITE LICENSE 2026
		001 - 594 72 64 00 - Capital Expenditures/Expenses-L				1,092.90	PRINTER THERMAL RCEIPT DESKTOP

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5507	10/06/2026	Claims	3	36685	TRADEMARK HEATING & COOLING	85.00	REFUND PERMIT BLD2026-0321
		001 - 322 10 00 00 - Building Permits				-20.00	
		001 - 341 81 00 00 - Processing/Technology Fee				-65.00	
5508	10/06/2026	Claims	3	36686	TRUE COLLECTIVE LLC	421.43	MERCHANDISE
		420 - 576 61 34 01 - Pro Shop Merchandise				421.43	SOCKS, SUNGLASSES
5509	10/06/2026	Claims	3	36687	TYLER TECHNOLOGIES	158.06	SERVICES
		001 - 514 23 41 00 - Administrative Services-Professi				158.06	ERP PRO FINANCIALS PROJECT PLANNING SESSIONS
5510	10/06/2026	Claims	3	36688	WALTS MAILING SERVICE LT	485.44	SERVICES
		001 - 511 60 41 00 - Legislative - Professional Service				485.44	PUBLIC SAFETY SALES TAX BALLOT MEASURE MAILER
5511	10/06/2026	Claims	3	36689	WASHINGTON RECREATION AND PARK	175.00	MEMBERSHIP
		001 - 571 00 49 00 - Recreational Activities-Members				175.00	STEVENS, MICKAEL MEMBERSHIP RENEWAL THROUGH 10/14/2027
5512	10/06/2026	Claims	3	36690	WHITLEY FUEL LLC	9,429.42	FUEL
		001 - 518 30 32 00 - Central Services Fuel Consumed				71.34	UNLEADED
		001 - 518 30 32 00 - Central Services Fuel Consumed				407.08	UNLEADED
		410 - 531 00 32 00 - Storm Drainage Utilities - Fuel				24.56	DYED DIESEL #2
		410 - 531 00 32 00 - Storm Drainage Utilities - Fuel				21.95	UNLEADED
		410 - 531 00 32 00 - Storm Drainage Utilities - Fuel				182.12	UNLEADED
		110 - 542 70 32 00 - Roadside - Fuel				73.68	DYED DIESEL #2
		110 - 542 70 32 00 - Roadside - Fuel				131.71	UNLEADED
		110 - 542 70 32 00 - Roadside - Fuel				857.02	UNLEADED
		110 - 542 90 31 00 - Maint Admin & Overhead - Sup				60.09	GEAR LUBE
		110 - 542 90 32 00 - Maint Admin & Overhead - Fuel				1,606.90	UNLEADED
		110 - 542 90 41 00 - Maint Admin & Overhead - Prof				274.69	RENTAL OF FUEL TANKS SEPTEMBER 2026
		001 - 558 50 32 00 - CP&ED Fuel Consumed				54.88	UNLEADED
		001 - 558 50 32 00 - CP&ED Fuel Consumed				10.65	UNLEADED
		001 - 558 50 32 00 - CP&ED Fuel Consumed				136.29	UNLEADED
		001 - 558 50 32 00 - CP&ED Fuel Consumed				14.59	UNLEADED
		001 - 558 50 32 00 - CP&ED Fuel Consumed				18.17	UNLEADED
		001 - 558 50 32 00 - CP&ED Fuel Consumed				125.69	UNLEADED
		001 - 558 50 32 00 - CP&ED Fuel Consumed				8.60	UNLEADED
		001 - 571 00 32 00 - Recreational Activities Fuel				1.25	UNLEADED
		001 - 571 00 32 00 - Recreational Activities Fuel				16.03	UNLEADED
		001 - 571 00 32 00 - Recreational Activities Fuel				1.72	UNLEADED
		001 - 571 00 32 00 - Recreational Activities Fuel				2.14	UNLEADED
		001 - 571 00 32 00 - Recreational Activities Fuel				14.79	UNLEADED
		001 - 571 00 32 00 - Recreational Activities Fuel				1.01	UNLEADED
		420 - 576 61 31 03 - Maintenance Supplies				701.12	2-CYCLE 50:1 MIX
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				87.81	UNLEADED
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				300.86	DYED DIESEL #2
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				20.04	UNLEADED
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				256.54	UNLEADED
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				27.47	UNLEADED
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				202.57	DYED DIESEL #2
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				276.98	DYED DIESEL #2
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				34.20	UNLEADED
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				465.58	DYED DIESEL #2
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				236.59	UNLEADED
		420 - 576 61 32 00 - Golf Course-Fuel Consumed				16.19	UNLEADED

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		001 - 576 80 31 01 - Parks Supplies				701.11	2-CYCLE 50:1 MIX
		001 - 576 80 32 00 - Parks Fuel Consumed				164.64	UNLEADED
		001 - 576 80 32 00 - Parks Fuel Consumed				171.93	DYED DIESEL #2
		001 - 576 80 32 00 - Parks Fuel Consumed				25.05	UNLEADED
		001 - 576 80 32 00 - Parks Fuel Consumed				320.67	UNLEADED
		001 - 576 80 32 00 - Parks Fuel Consumed				34.33	UNLEADED
		001 - 576 80 32 00 - Parks Fuel Consumed				125.73	DYED DIESEL #2
		001 - 576 80 32 00 - Parks Fuel Consumed				171.92	DYED DIESEL #2
		001 - 576 80 32 00 - Parks Fuel Consumed				42.75	UNLEADED
		001 - 576 80 32 00 - Parks Fuel Consumed				288.98	DYED DIESEL #2
		001 - 576 80 32 00 - Parks Fuel Consumed				295.74	UNLEADED
		001 - 576 80 32 00 - Parks Fuel Consumed				20.24	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				16.46	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				42.98	DYED DIESEL #2
		001 - 576 80 32 15 - Ballfields Fuel Consumed				5.64	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				72.15	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				7.72	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				20.95	DYED DIESEL #2
		001 - 576 80 32 15 - Ballfields Fuel Consumed				28.66	DYED DIESEL #2
		001 - 576 80 32 15 - Ballfields Fuel Consumed				9.61	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				48.17	DYED DIESEL #2
		001 - 576 80 32 15 - Ballfields Fuel Consumed				66.54	UNLEADED
		001 - 576 80 32 15 - Ballfields Fuel Consumed				4.55	UNLEADED
5513	10/06/2026	Claims	3	36691	YELENA YUNIN	10,000.00	AGENDA ITEM 11.E 07212026 COUNCIL
		111 - 594 76 60 02 - Capital Outlays Public Art				10,000.00	WE GOT THIS MURAL AT ORCHARD PARK

001 General Fund	879,956.10
110 Street Fund	20,917.03
111 Parks & Art Fund	13,128.28
115 Tourism Promotion Fund	972.46
310 REET 1 Capital Projects Fund	14,278.02
311 REET 2 Special Capital Projects Fund	3,963.75
330 Library Capital Fund	3,549.84
331 Municipal Facilities Fund Master Plan	7,989.74
410 Stormwater Utility Fund	232.23
420 Golf Operations Fund	91,682.15
630 Custodial Fund-State Of Washington Collections	13.00
	Claims: 1,036,682.60
* Transaction Has Mixed Revenue And Expense Accounts	1,036,682.60

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo

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

_____ _____

City Clerk Date

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

_____ _____

City Clerk Date

AGENDA ITEM NO.: 11.C.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Purchase of School Zone Beacons – Mission Avenue Frontage Improvements Project

Dept of Origin: Public Works **Dept. Head Approval:** Ben Turner

Exhibit(s):
Sales Quote QT-30580

Expenditure Required	Yes
Budgeted	Yes, (311) Streets Capital Fund; (595 30 60 10) Mission Avenue Frontage Improvements
City Program	Capital Project Delivery

Summary Statement

Staff recommends approval of the purchase of four school zone beacons for installation near Selkirk Middle School following completion of the Mission Avenue Frontage Improvements Project. The beacons will provide enhanced visibility and awareness of the school zone and support pedestrian and student safety in the area.

The purchase includes four school zone beacons, batteries, asset control and monitoring systems, and a 10-year beacon cellular connectivity support agreement. The total purchase price is $14,005.00, excluding applicable sales tax. Including 9% sales tax of $1,260.45, the total purchase amount is $15,265.45.

Installation of the beacons will be completed by the City's Public Works Streets Division, utilizing in-house staff.
Funding for the purchase will be provided from remaining funds allocated to the Mission Avenue Frontage Improvements Project that are not required for the construction contract.

Staff recommends approval of the purchase in an amount not to exceed $16,000, including sales tax and a small contingency for adjustments to freight costs.

Recommended Action

Authorize purchase of school beacons for Mission Avenue Frontage Improvements Project in an amount not to exceed $16,000.

Coral Sales Co.
Highway Safety Solutions
PO Box 22385 Portland, OR 97269-2385
Main 503.655.6351 Toll Free 800.538.7245 Fax 503.657.9649
www.coralsales.com

SALES QUOTE: QT-30580

Bid No:
Bid Date: 9/10/2026

Quote To:
City of Liberty Lake
Stephen Reichert
22710 E Country Vista Dr
Liberty Lake, WA 99019
United States

Project Details:
Project #:

Phone:
Fax:

Salesperson: JAMIE BERNSTEIN
E-Mail: jamie@coralsales.com
Phone No: 503-344-1782

Customer ID: CUST-5157
FOB: Factory
Terms: NET 30

Bid Item #	Description	Quantity	Unit	Unit Price	Ext. Price
	School Zone Beacon;				
784	24 Hour Flash, Solar Powered Single 8" Head, 40W Solar Power (Primary Unit) Housing: Yellow, Lens: Amber	2.00	EA	2,075.00	$4,150.00
784	24 Hour Flash, Solar Powered Single 8" Head, 20W Solar Power (Secondary Unit) Housing: Yellow, Lens: Amber	2.00	EA	2,025.00	$4,050.00
5046	JSF, Cold Wthr Battery, 12V, 22Ah AGM with Leads	5.00	EA		
4776	JSF, Side Mount Bracket, 12", for Round Sig Head included	4.00	EA		
4965	JSF, Asset Control & Monitoring System	2.00	EA	1,270.00	$2,540.00
	AB Integration Kit for Applied Information ACMS included	2.00	EA		
	Estimated Freight from Factory - Freight rates are subject to change due to market conditions. Final shipping costs will be recalculated at time of invoicing.	1.00	EA	500.00	$500.00
	- Asset Control & Monitoring System comes with 6 months access to the Glance Smart City Platform. After that, annual cellular service fee will apply if you wish to continue the access. Alternately,				

Coral Sales Co.
Highway Safety Solutions
PO Box 22385 Portland, OR 97269-2385
Main 503.655.6351 Toll Free 800.538.7245 Fax 503.657.9649
www.coralsales.com

SALES QUOTE: QT-30580

Bid No:
Bid Date: 9/10/2026

Quote To:
City of Liberty Lake
Stephen Reichert
22710 E Country Vista Dr
Liberty Lake, WA 99019
United States

Project Details:
Project #:

Phone:
Fax:

Salesperson: JAMIE BERNSTEIN
E-Mail: jamie@coralsales.com
Phone No: 503-344-1782

Customer ID: CUST-5157
FOB: Factory
Terms: NET 30

Bid Item #	Description	Quantity	Unit	Unit Price	Ext. Price
	units can be programmed via offline WiFi within 75' of the unit via smartphone, laptop, or tablet.				
	Cell Service Options				
1 Year	Beacon Cell Connectivity & Support - 1 Yr Plan	1.00	LS	937.50	$937.50
5 Year	Beacon Cell Connectivity & Support - 5 Yr Plan	1.00	LS	2,075.00	$2,075.00
10 Year	Beacon Cell Connectivity & Support - 10 Yr Plan	1.00	LS	2,765.00	$2,765.00
	- Prices include a one-time subscription fee and configuration fee.				
	X: Purchased under Washington State Contract #29023				

Subtotal:	**$17,017.50**
Shipping & Handling:	$0.00
Total:	**$17,017.50**

Sales tax is NOT included. Material Only - Installation is not included. Quote is for acceptance within 30 days unless otherwise stated; applies only to project specified. No bond included.

Accepted by: _____ **Date:** _____

AGENDA ITEM NO.: 11.D.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Authorize Placer.ai location intelligence annual subscription payment

Dept of Origin: Executive **Dept. Head Approval:** Mark McAvoy

Exhibit(s):
Order Form for countersignature - City of Liberty Lake - 06.04.2025, Placer Invoice_INUS10301_1789145313316

Expenditure Required	Yes
Budgeted	General Fund (001); Executive-Professional Services (513.10.41.00) - $20,000 appropriated for the subscription in 2026
City Program	Economic Development

Summary Statement

At its June 3, 2025 meeting, the City Council considered a staff recommendation to acquire Placer.ai as a tool for the City's developing economic development strategy. Staff identified its location and visitation data as useful for understanding trade area visitation, supporting business recruitment, and measuring activity around events and public investments. The order form established a first-year subscription fee of $15,390, plus applicable sales tax, for access to the Placer platform, expanded custom reports, and data analysis.

Placer has invoiced the City for service from June 4, 2026, through June 3, 2027, at the second-year fee specified in the order form: $16,200, plus $1,458 in tax, for a total of **$17,658**. Staff recommends that the City Council approve payment of invoice INUS10301 in the amount of $17,658 to continue access to the data and tools supporting the City's economic development work.

Recommended Action

Move to authorize payment of the Placer.ai subscription in an amount not to exceed $17,658.

PLACER LABS INC.
ORDER FORM

City of Liberty Lake	("**Customer**")	Placer Labs Inc.	("**Placer**")
Address:	22710 East Country Vista Drive Liberty Lake, WA 99019	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Gannon Lavins
Contact Person:	Mark McAvoy	Billing Contact Person:	Jason Tsui
Email:	mmcavoy@libertylakewa.gov	Billing Email*:	billing@placer.ai
Phone:	281-677-1883	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	mmcavoy@libertylakewa.com	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the "**Services**") include:

Services Description	Services Description Detail
Platform Access	Section 2
Chains Report Expanded	Section 2
Void Analysis	Section 2

Total Annual Fee – Year 1	**$15,390.00**
Total Annual Fee – Year 2	**$16,200.00**

All Fees in this Order Form are shown in US Dollar (USD)

2. Services Description.

Chains Report Expanded
Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform
Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

Void Analysis
Access to the Void Analysis tool.

3. Permitted Uses and Limitations.

Permitted Uses:

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Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Placer Data**" means the data, information and materials accessible via the Services.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data ("Excerpts") so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer's clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence ("AI") technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer's access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer's behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

- Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below (the "**Effective Date**"), and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".

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- Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination:

- Material Breach: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- Rights and Licenses: Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- Placer Data: Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- Research Data: Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- Certification: Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.

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- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support
- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or

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challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Washington state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless...", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions."
- The last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "The following will survive any termination of this Agreement and Order Form: Sections 2.a, 2.d, 2.e, 3.a, 3.b, 4 through 8 of this Agreement

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "**Trial Offering**"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("**Trial Subscription Term**"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD $100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

9. Authorization.

CON-041895
Placer Confidential Information
All rights reserved. This document contains confidential and/or proprietary information belonging to Placer Labs Inc. which may not be reproduced or transmitted in any form or by any means without the express written consent of Placer.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at https://www.placer.ai/placer-license-agreement/ (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"

By: [signature]

Name: Mark McAvoy

Title: City Administrator

Date: 6/4/2025

"Placer"

By: [signature]

Name: Brad Hoffeld

Title: Deal Desk Team Lead

Date: 6/4/2025

Placer.ai

Placer Labs, Inc.
440 N Barranca Ave #1277
Covina CA 91723
United States

Invoice #: INUS10301
Term Start Date: 6/4/2025
Term End Date: 6/3/2027
Date: 6/4/2026
Due Date: 7/4/2026
Terms: Net 30

Bill To:
City of Liberty Lake, Washington
City of Liberty Lake, Washington
22710 East Country Vista Drive Liberty Lake, WA 99019
Liberty Lake Washington 99019
United States

Item	Description	
Platform Access	Location Based Services & Analytics Service Period: June 4, 2026 - June 3, 2027	
Chains Report Expanded	Chains Report Expanded	
Void Analysis	Placer - Void Analysis	
Subtotal		16,200.00
Tax Total		1,458.00
Total		**USD 17,658.00**

IMPORTANT: Protect against payment phishing! For any Placer bank change requests, please confirm telephonically with the billing team at 415-228-2444 ext:806 to prevent fraudulent transactions.

Our preferred payment method is via Stripe. Click HERE for Stripe payment link.

Wire/ACH to:
Banc of California
To the Credit of: Placer Labs, Inc.
Account Number: 1002153433
Routing & Transit Number: 122238200
SWIFT Code: SQARUS33

Send Check to:
Placer Labs, Inc.
440 N Barranca Ave #1277
Covina, CA 91723

Click **HERE** to Download our W9

Email: billing@placer.ai

AGENDA ITEM NO.: 11.E.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: SCJ Alliance — Task Order Reauthorization

Dept of Origin: Community Development **Dept. Head Approval:** Mark McAvoy

Exhibit(s):
TO-07_Amendment 01_10.6.2026, TO-09_Amendment 01_10.6.2026

Expenditure Required	Yes
Budgeted	General Fund [001]; Professional Services [558.50.41.00]
City Program	Long Range Planning

Summary Statement

City Council approval is requested to authorize an additional **$20,000** for SCJ Alliance's work under Task Orders 7 and 9, issued through the City's existing On-Call Planning Services Professional Services Agreement. The amendments provide additional technical capacity to complete the development code and comprehensive plan updates, address state review comments, and support the public review and adoption processes.

Task order	Current authorization	Requested increase	Revised authorization
7 — Development Code Update	$81,000	$10,000	$91,000
9 — Comprehensive Plan Support	$5,000	$10,000	$15,000
Combined	**$86,000**	**$20,000**	**$106,000**

The amendment to **Task Order 7** provides additional assistance to incorporate Housing Accountability Act requirements into the City's development regulations, support Planning Commission review, and coordinate formal submittal to the Washington State Department of Commerce. The amendment to **Task Order 9** supports finalizing the comprehensive plan, incorporating comments from the periodic update's 60-day state agency review, performing quality assurance and quality control, preparing the State

Environmental Policy Act checklist, and assisting with public notices and Council adoption.

The Housing Accountability Act, enacted in 2025, adds a formal Commerce review process for determining whether local housing elements and housing development regulations comply with state law. Commerce identifies Liberty Lake as a jurisdiction pursuing voluntary review. That process requires coordination before adoption and a formal application afterward, including adopted ordinances, an explanation of compliance, and the public meeting and hearing record. The review encompasses applicable requirements for housing capacity, middle housing, accessory dwelling units, other housing types, parking, and consistency between the comprehensive plan and implementing regulations.

This expanded review increases the technical work and coordination needed to adopt both updates. Plan policies, housing capacity assumptions, and development standards must work together, and revisions arising from state review must be incorporated consistently across the documents. Additional consultant capacity will help City staff manage that work alongside environmental review, public participation, Planning Commission consideration, and Council action. It will also reduce the risk of incomplete submittals, conflicting provisions, or additional revision cycles as the City approaches its December 31, 2026, periodic update deadline.

Both amendments remain subject to the existing master agreement, which establishes task-specific scopes and compensation and runs through December 31, 2026, with authorized task-order services permitted to continue for the time reasonably necessary to complete them.

Recommended Action

Move to approve Amendment No. 1 to Task Order 7 and Amendment No. 1 to Task Order 9, authorizing increases of $10,000 each and revised task-order spending limits of $91,000 and $15,000, respectively.

AMENDMENT NO. 01
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN

Firm:	**Shea, Carr & Jewell, Inc (dba SCJ Alliance)**	**("SCJ")**
Address:	**8730 Tallon Lane NE, Suite 200, Lacey, WA 98516**	
Telephone:	**360-352-1465**	

and

Client:	**City of Liberty Lake**	**("Client")**
Address:	**22710 E Country Vista Dr. Liberty Lake, WA 99019**	
Telephone:	**509-755-6732**	
Email:	**mmcavoy@libertylakewa.gov**	

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: October 1, 2026
Project Name: City of Liberty Lake On-Call Services: TO 07-Development Code Update
Project No.: 24-000540

Amendment Description and/or Reason:
TO-07
Adding $10,000 to implement requirements to the City's development regulations to achieve Housing Accountability Act state requirements and assist with Planning Commission Review and coordination with the Washington State Department of Commerce for formal submittal.

Contract Price		**Period of Performance**	
Original Contract:	$ 81,000	Original Contract:	N/A
Prior Amendments:	$ 0	Prior Amendment:	N/A
This Amendment:	$ 10,000	This Amendment:	N/A
Total Contract:	$ 91,000 NTE		

Approved By:

SCJ Alliance

By: _____

Title: _____

Date: _____

City of Liberty Lake

By: _____

Title: _____

Date: _____

AMENDMENT NO. 01
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN

Firm:	**Shea, Carr & Jewell, Inc (dba SCJ Alliance)**	**("SCJ")**
Address:	**8730 Tallon Lane NE, Suite 200, Lacey, WA 98516**	
Telephone:	**360-352-1465**	

and

Client:	**City of Liberty Lake**	**("Client")**
Address:	**22710 E Country Vista Dr. Liberty Lake, WA 99019**	
Telephone:	**509-755-6732**	
Email:	**mmcavoy@libertylakewa.gov**	

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date:	October 1, 2026
Project Name:	City of Liberty Lake On-Call Services: TO 09 Comprehensive Plan Support
Project No.:	24-000540

Amendment Description and/or Reason:
TO-09-Comprehensive Plan Support
Adding $10,000 to support the city in finalizing the Comprehensive Plan and incorporating edits and requirements from the Periodic Update 60-day review state agency comments, providing quality assurance and quality control, and supporting city council adoption process. Preparing SEPA checklist and support with public noticing.

Contract Price		**Period of Performance**	
Original Contract:	$ 5,000	Original Contract:	N/A
Prior Amendments:	$ 0	Prior Amendment:	N/A
This Amendment:	$ 10,000	This Amendment:	N/A
Total Contract:	$ 15,000		

Approved By:

SCJ Alliance	**City of Liberty Lake**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

AGENDA ITEM NO.: 11.F.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Molter Road Grind and Overlay Project — Engineering Services Contract

Dept of Origin: Public Works **Dept. Head Approval:** Ben Turner

Exhibit(s):
Molter Contract-NegRates_092926

Expenditure Required	Yes
Budgeted	Yes; (311) REET 2 Special Capital Projects Fund; (595 30 60 17) Molter Grind and Overlay Design
City Program	Streets Maintenance

Summary Statement

The City proposes to enter into an agreement with Parametrix, Inc. to provide surveying, geotechnical, and design engineering services for the N. Molter Road Overlay Project between E. Appleway Avenue and E. Mission Avenue. The project is anticipated to include topographic surveying, pavement/HMA thickness evaluation, ADA ramp evaluations and upgrades, HMA grinding and overlay, pavement markings, and evaluation of roadway crown and slopes to identify potential drainage issues.

Parametrix will develop the project design and prepare construction plans, specifications, and bidding documents. Traffic control and pedestrian control plans will also be incorporated into the design to maintain safe access for motorists and pedestrians during construction. The project is anticipated to be advertised for bid with a proposed bid opening in February 2027. Construction management and construction administration services may be added through a future contract amendment following completion of the design phase.

The cost of the engineering services is $139,820 and will be funded through the SRTC grant awarded for the project.

Recommended Action

Authorize the Mayor to execute an agreement with Parametrix, Inc. in the amount of $139,820 and any necessary documents consistent with the approved agreement and project scope.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: LA11533

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.	
Address: 835 N. Post, Suite 201	Federal Aid Number: STBGUL-[redacted]
UBI Number: 600-135-349	Federal TIN or SSN Number: 91-[redacted]
Execution Date:	Completion Date: April 30, 2027
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: N. Molter Road Overlay (E. Appleway Ave. to E. Mission Ave.)	
Description of Work: Parametrix to provide surveying, geotechnical, and design engineering services for the overlay and ADA ramp improvement work on N. Molter Road, between E. Appleway Ave. and E. Mission Ave.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A Scope of Work
~~Exhibit B DBE Participation~~
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
~~Exhibit H Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number: LA11533

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the ,
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Luke Michels
Agency: City of Liberty Lake
Address: 22710 E. Country Vista Drive
City: Liberty Lake State: WA Zip: 99019
Email: lmichels@libertylakewa.gov
Phone: (509) 755-6700
Facsimile: N/A

If to CONSULTANT:
Name: Ryan Zimmerman
Agency: Parametrix, Inc.
Address: 835 N. Post, Suite 201
City: Spokane State: WA Zip: 99201
Email: rzimmerman@parametrix.com
Phone: (509) 328-3371
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

   The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

   An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

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

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

Insurance Coverage

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

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Luke Michels
Agency: City of Liberty Lake
Address: 22710 N. Country Vista Drive
City: Liberty Lake State: WA Zip: 99019
Email: lmichels@libertylakewa.gov
Phone: (509) 755-6700
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

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

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

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

Agreement Number: LA11533

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number: LA11533

Exhibit A
Scope of Work

Project No. STBGUL-4127(001)

See Attached Scope of Work (Exhbit A-1)

Agreement Number: LA11533

Exhibit A-1
N. Molter Road Overlay (E. Appleway Ave. to E. Mission Ave.)
City of Liberty Lake
Parametrix, Inc.

OBJECTIVE

The Owner's objective in this Agreement is for the Consultant to provide surveying, geotechnical, and design engineering services for the overlay and ADA ramp improvement work on N. Molter Road, between E. Appleway Ave. to E. Mission Ave. The project is anticipated to include a topographic survey, HMA thickness evaluation, ADA ramp evaluations and upgrades, HMA grinding, HMA paving, HMA overlay, and the installation of pavement markings. The consultant will provide the professional services required to design the project and prepare construction plans, specifications, and bidding documents. Construction management / construction administration services may be amended to this contract after design is complete. The design will include general evaluation of the road crown and slopes to identify any drainage problem areas for the City. To accommodate vehicle and pedestrian traffic, traffic control and pedestrian control plans are anticipated to be included as part of the design.

PROJECT SCOPE

Parametrix, Inc. will provide the following services for the Project:

Task 1 – Survey / Utility Research / Kick-off Meeting

(Task 1.1): Topographic Surveying

Topographic survey will be based on NAD83/11 horizontal datum and NAVD 88 vertical datum and will encompass the full roadway along N. Molter Road and up to 10-feet behind the back of walk at intersections and locations with ADA ramps. The full survey limits are shown in purple in Exhibit 1. The survey will include but is not limited to the following surface items: Road Crown, Striping, Edge of Asphalt, Curb, Sidewalk, Driveways, Fences, Mailboxes, Trees, Landscaping Areas, Drainage Features, Surface Utilities, Underground Paint Utility Marks, and Spot Elevations sufficient to generate 1-foot contours of the existing ground surface. Dips on storm and sewer structures are not included in the scope of work.

A right of way survey will now be performed to determine the right of way lines of N. Molter Road and E. Appleway Avenue, within the project limits. Adjacent property lines, located withing the project corridor will also be determined and shown. Parametrix will perform the necessary survey research, site investigation, boundary analysis, and calculations to determine the right of way and property line locations.

Setting of property corners or monuments is not included in this scope of work.

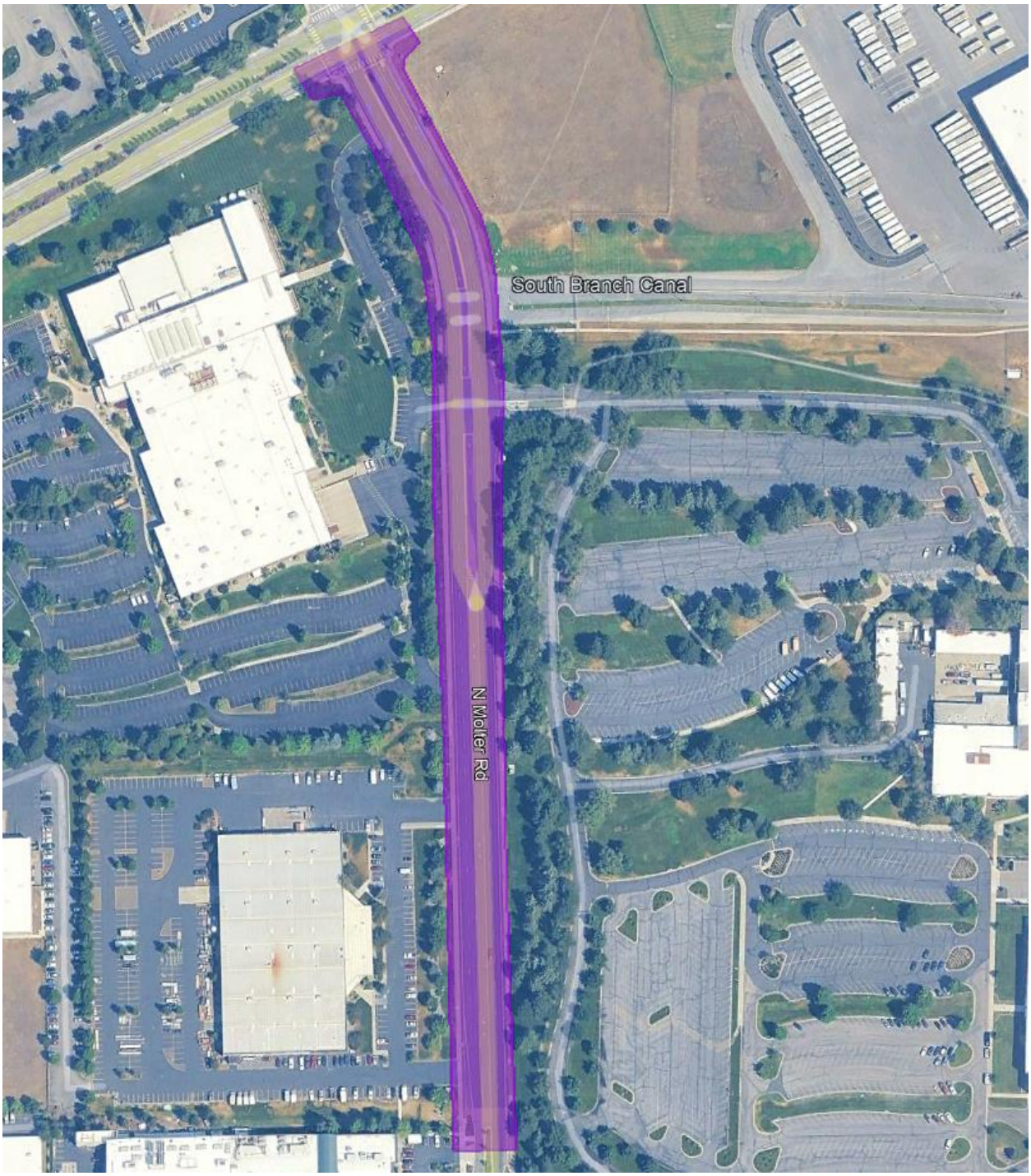


Exhibit 1: Project Area

(Task 1.2): Existing Utility Research

Coordinate with the City of Liberty Lake, Liberty Lake Sewer & Water District (LLSWD), Avista Utlities , and any other utility purveyors with utilities located within the project limits to gather utility maps for buried utilities located within the project limits.

(Task 1.3): Prepare Survey Basemap

Prepare a basemap in AutoCAD format showing the survey information gathered in Section 1.1, with attributes suitable for electronic data transfer. The base map will include a model for the existing roadway surface to allow for vertical evaluation of the existing roadway and ADA ramps. The basemap will be utilized in the design of the roadway improvements.

(Task 1.4): Pavement & ADA Ramp Investigation & Coordination Meeting

Perform site visits to research and investigate the location and extents of the existing pavement patches or areas where patches may be required. Evaluation the slopes and widths of existing ADA ramps. This information, along with the topographic survey will be used to help determine the ramp replacement and grinding and overlay limits. The Consultant will attend a coordination meeting with the City and WSDOT Local Programs to discuss the ADA ramps that will need to be upgraded and to determine if alterations or adjustments should be made to the existing crosswalks and pedestrians routes.

(Task 1.5): Project Kick-off Meeting

A project kick-off meeting will be held at the City with the Consultant and City of Liberty Lake to discuss project scope, requirements, concerns, and objectives.

(Task 1.6): Drainage Review & Analysis

Site visit during a rain event to locate any drainage issues/ponding within the project limits and prepare a map identifying the problem areas. Review the survey basemap to determine the extent and/or causes of any identified drainage issues and begin looking at potential fixes to the drinage issues.

(Task 1.7): Pavement Investigation / Geotechnical Work

Strata will complete a limited site geotechnical investigation. Please refer to their attached scope of work for more details.

(Task 1.8): NEPA Documentation

Consultant will work with the City to provide documentation that the project meets the requirements for a categorical exclusion. A full NEPA process is not anticipated or included as part of the scope of work.

Task 2 – Preliminary Design

(Task 2.1): Evaluate Road Vertical Design

Based on the survey base map, the existing roadway centerline and curb lines will be analyzed to determine where there are potential problems with centerline or road cross slope grades. The consultant will evaluate revising the centerline elevation to improve grades while maintaining existing curbing.

(Task 2.2): Prepare 60% Plans

Consultant will prepare an estimated thirteen (13) Preliminary Plan Sheets consisting of:

- Title Sheet / Drawing Index / Vicinity Map *(1 Sheet)*
- Abbreviations / Legend *(1 Sheet)*
- Temporary Erosion and Sediment Control Plan *(1 Sheet)*
- Pavement Removals / Grinding / Overlay Plans *(2 Sheets)*
- Roadway and ADA Ramp Details *(2 Sheets)*
- Striping and Signage Plans *(2 Sheets)*
- Construction Phasing / Traffic Detour Plans *(4 Sheets)*

(Task 2.3): 60% Quantities and Cost Estimate

Prepare a bid schedule including all anticipated project bid items. Update the Construction Cost Estimate based on the quantities of work shown on the 60% drawings, applying an estimated unit cost to each item to each item and a contingency amount appropriate to the completion status.

(Task 2.4): 60% Design Submittal Meeting

Consultant will attend a coordination meeting with the City of Liberty Lake to present and discuss the 60% design plans and anticipated construction costs for the project. The purpose of the meeting will be to present any design, phasing, or cost concerns/questions and receive input from the City as we proceed into final design.

(Task 2.5): Public Meeting / Open House

Consultant will have up to two people attend a public open house meeting and prepare displays and presentation materials to be shared with the public at the meeting. The open house is anticipated to be held between the preliminary and final design stages.

Task 3 – Final Design

(Task 3.1): Update 60% Plans to 90% Plans

Update and make adjustments to 60% plans based on review comments provided by the City. Refine the overall design and progress the plans toward the final bid documents. Provide final grading designs for all proposed ADA ramps. Provide final design and details for grinding/paving areas. Update all plans generated in Item 2.2.

(Task 3.2): Specifications

Prepare Construction Contract Documents. (Specifications) for a competitive public works bid, in accordance with WSDOT, LAG Manual, and City requirements utilizing the WSDOT 2026 Standard Specifications.

(Task 3.3): 90% Quantities and Cost Estimate

Update the cost estimate generated in Item 2.3, and reduce the contingency amount due to the progressed completion status.

(Task 3.4): 90% PS&E Submittal and Review Meeting

Consultant will schedule a Final Design Review Meeting with the City and will present the 90% PS&E Package for review and comments. Immediately prior to the meeting with the City, the 90% PS&E Package will also be submitted to WSDOT Local Programs for review and comment.

(Task 3.5): WSDOT Design Approval Documentation

Consultant will prepare Design Approval Documentation in accordance with Chapter 42, Section 43.62 of the WSDOT Local Agency Guidelines Manual. The documentation will be submitted to the WSDOT Local Programs for approval/acceptance.

(Task 3.6): Final Revisions and Bid Advertisement

Consultant will incorporate City and WSDOT review comments from the 90% PS&E submittal and update the project plans and specifications. The Consultant will submit the final PS&E Package to the City and WSDOT Local Programs for approval to bid. Consultant will coordinate with the City of Liberty Lake regarding the Advertisement to Bid language and dates. The City of Liberty Lake will be responsible for placing the advertisement in the newspaper of record for the project.

Task 4 – Bidding Services

(Task 4.1): Issue Bid Package

Consultant will upload the final plans and specifications to the City of Liberty Lake's online plan room for bidding purposes.

(Task 4.2): Support During Bidding Phase

Consultant will field questions from prospective bidders during the advertisement period and provide responses via addendum documents as required. A pre-bid meeting with prospective bidders is not anticipated to be required and has not been included in this scope of work.

(Task 4.3): Review Bids / Concurrence to Award

Consultant will attend Bid Opening with the City. Consultant will review bids for compliance with bidding requirements, tabulate bids / prepare spreadsheet of bid results. Consultant will complete and submit the "Request for Concurrence to Award" to WSDOT Local Programs.

(Task 4.4): Issue Conformed Set of Construction Documents

After the bid opening and award, the Consultant will revise the bid drawings and specifications to conform to substantial revisions made be an addenda issued during the bidding phase. PDF copies of the Conformed Set of documents will be issued to the City, WSDOT Local Programs, and the apparent low bidder.

TARGET SCHEDULE

The following dates summarize the target completion dates of significant project tasks:

MILESTONE	TARGET COMPLETION DATE
Complete Task 1 (Survey / Utility Research / Kick-Off Meeting)	November 6, 2026
Complete Task 2 (Preliminary Design)	December 18, 2026
Complete Task 3 (Final Design) / Advertisement	January 29, 2027
Bid Opening	February 12, 2027

DELIVERABLES

Consultant shall furnish the following documents, exhibits, or presentation for the work covered by the Agreement:

1. Preliminary (60%) Plans and Cost Estimate
2. Final (90%) Plans, Specifications, and Cost Estimate (PS&E) Package
3. Final (100%) Plans, Specifications, and Cost Estimate (PS&E) Package, for bidding
4. Conformed set of Plans and Specifications following the bidding process

EXTRA SERVICES

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties be executing an Amendment to the Agreement:

1. Legal Descriptions and Easement
2. Traffic Studies
3. Re-designs ordered by the Owner after final plans have been accepted.
4. Biological Assessment or other Environmental Studies or Reports not specifically described above.
5. Construction Administration / Construction Management Services.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3D 2024

B. Roadway Design Files

AutoCAD Civil 3D 2024 and/or PDF format

C. Computer Aided Drafting Files

AutoCAD Civil 3D 2024

Agreement Number: LA11533

D. Specify the Agency's Right to Review Product with the Consultant

N/A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Preliminary (60%) Plans and Cost Estimate
Final (90%) Plans, Specifications, and Cost Estimate (PS&E) Package
Final (100%) Plans, Specifications, and Cost Estimate (PS&E) Package, for bidding
Conformed set of Plans and Specifications following the bidding process

F. Specify What Agency Furnished Services and Information Is to Be Provided

The City of Liberty Lake will be responsible for placing the advertisement in the newspaper of record for the project.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Exchange via email and/or shared FTP site

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

N/A

Exhibit D
Prime Consultant Cost Computations

See Attached Cost Computations (Exhbit D-1)

Agreement Number: LA11533

WORKSHEET FOR PARAMETRIX COST COMPUTATIONS

Local Agency: Liberty Lake
Project Title: N. Molter Road Overlay (E. Appleway Ave. to E. Mission Ave.)

Exhibit D-1

												Totals	
		PROFESSIONAL CLASSIFICATION	Project Manager	Senior Engineer (Des. Sprt.)	Project Engineer 2	Senior Engineer (QA/QC)	Survey Manager	Surveyor 3 (Office)	Surveyor 3 (Office)	Surveyor 3 (Field)	Project Ctrl Spec	LABOR HOURS	LABOR COST
		NEGOTIATED RATE	$210.00	$200.00	$130.00	$200.00	$195.00	$135.00	$135.00	$135.00	$120.00		
TASK NO.		TASK DESCRIPTION											
1		SURVEY / UTILITY RESEARCH / KICK-OFF MEETING											
	1.1	Topographic Surveying					40	9	70	30	2	151	$22,755.00
	1.2	Existing Utility Research	2		10							12	$1,720.00
	1.3	Prepare Survey Basemap	4		16		5	40				65	$9,295.00
	1.4	Pavement & ADA Ramp Invest. & Coord. Meeting	2		2							4	$680.00
	1.5	Project Kick-off Meeting	4		4							8	$1,360.00
	1.6	Drainage Review & Analysis	2	5	4	2						13	$2,340.00
	1.7	Pavement Investigation / Geotechnical Work	SEE STRATA LINE ITEM BELOW									0	$0.00
	1.8	NEPA Documentation		2	6							8	$1,180.00
		SUBTOTAL TASK 1	14	7	42	2	45	49	70	30	2	261	$39,330.00
2		PRELIMINARY DESIGN											
	2.1	Evaluate Vertical Road Design	10		30							40	$6,000.00
	2.2	Prepare 60% Plans	20	15	100	5						140	$21,200.00
	2.3	60% Quantities and Cost Estimate	2		20	2						24	$3,420.00
	2.4	60% Design Submittal Meeting	2		2							4	$680.00
	2.5	Public Meeting / Open House	8		12							20	$3,240.00
		SUBTOTAL TASK 2	42	15	164	7	0	0	0	0	0	228	$34,540.00
3		FINAL DESIGN											
	3.1	Update 60% Plans to 90% Plans	15	15	80	2						112	$16,950.00
	3.2	Specifications	30	4		2						36	$7,500.00
	3.3	90% Quantities and Cost Estimate	6		12	2						20	$3,220.00
	3.4	90% PS&E Submittal and Review Meeting	2			2						4	$820.00
	3.5	WSDOT Design Approval Documentation	4			6						10	$2,040.00
	3.6	Final Revisions and Bid Advertisement	16	8	24	10						58	$10,080.00
		SUBTOTAL TASK 3	73	27	116	24	0	0	0	0	0	240	$40,610.00
4		BIDDING SERVICES											
	4.1	Issue Bid Package	2		4						2	8	$1,180.00
	4.2	Support During Bidding Phase	8		4	2						14	$2,600.00
	4.3	Review Bids / Concurrance to Award	2		4							6	$940.00
	4.4	Issue Conformed Set of Construction Documents	2		20	8						30	$4,620.00
		SUBTOTAL TASK 4	14	0	32	10	0	0	0	0	2	58	$9,340.00
		TOTAL	143	49	354	43	45	49	70	30	4	787	$123,820.00

SUB-TOTAL:	$123,820.00
SURVEY EXPENSES:	$2,500.00
GEOTECHINCAL SERVICES (STRATA):	$13,500.00
TOTAL:	**$139,820.00**

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number: LA11533

Ryan Zimmerman

From: Steve Litalien <SLitalien@strategeotech.com>
Sent: Tuesday, September 8, 2026 12:42 PM
To: Ryan Zimmerman
Cc: Zach Lootens
Subject: STRATA - Molter Road Cores

ⓘ External email ❯

Good Afternoon Ryan,

Based on our conversations and site visit last week, we've prepared a scope and fee for the Molter Road Cores project for the City of Liberty Lake between the intersections of Appleway Avenue and the roundabout at Mission Avenue. STRATA proposes to accomplish the following:

- Subcontract traffic control and submit a traffic control plan to the City for review prior to exploration
- Mobilize to the site with a 6-inch-diameter core rig to advance 10 cores through the asphaltic concrete pavement (ACP); these cores will be retained, analyzed, and a photo log will be included in our deliverable
- Perform a visual pavement survey analysis of the existing ACP surface near each core location
- Hand dig through the base course layer to expose native subgrade for base thickness measurements and sample collection; the base course and subgrade will be visually classified in the field in accordance with the USCS classification system and samples of the base course will be obtained and transported back to STRATA's laboratory
- Backfill the core holes and patch the ACP with cold patch asphalt relatively level with the existing surface
- Sieve analyses will be conducted on representative samples of base course obtained
- STRATA will compose a stamped deliverable memorandum with our observations from the field and laboratory test results; this memorandum will be delivered approximately 3 to 4 weeks after completion of exploration

STRATA will perform this work for a lump sum fee of **$13,500.00**.

Please let us know if you have any questions or comments.

Thank you!

STRATA

Steve Litalien, P.E.
Staff Engineer

O 208.772.2428 C 208.818.7535
StrataGeoTech.com

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: LA11533

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of _____
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number: LA11533

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: LA11533

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑

☐ Other

of the , and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: LA11533

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: LA11533

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: LA11533

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Parametrix, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: LA11533

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

AGENDA ITEM NO.: 11.G.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Donation of Fire Skid Unit by Heroes Homestead and One Mission

Dept of Origin: Liberty Lake Police Department

Dept. Head Approval: Damon Simmons

Exhibit(s):
LLPD Skid Donation_001, Fire Skid Unit

Expenditure Required	None
Budgeted	N/A
City Program	Emergency Management

Summary Statement

City Council approval is requested to accept a $5,000 fire skid unit donated by Heroes Homestead and One Mission for use by the City's Police and Public Works departments. The donation would provide a mobile water supply to support emergency response and routine maintenance activities without the cost of purchasing the equipment.

A fire skid unit is a self-contained assembly consisting of a water tank, pump, hose, and related equipment mounted on a frame that can be installed in a compatible pickup truck, utility vehicle, or trailer. These units are commonly used for small vegetation fires, patrol, and extinguishing remaining hot spots after a fire. Their compact design lets crews carry water into locations where larger equipment may have limited access.

For Liberty Lake, potential Police Department uses include providing a limited initial response to small grass or brush fires and supporting fire personnel at incidents in parks, along trails, or near undeveloped areas. Any fire-related use would depend on the unit's capabilities, employee training, and procedures coordinated with the responding fire agency. Public Works could potentially use the unit for localized dust suppression, landscape watering, equipment cleaning, and a standby water supply during field operations. Manufacturers identify these maintenance functions among the uses of appropriately configured skid units.

The primary benefit is flexibility: a compatible City vehicle could carry the unit when needed, adding capacity for several municipal functions. Before deployment, staff would confirm the donated unit’s condition, tank and pump capabilities, mounting requirements, and loaded weight to determine suitable vehicles and approved uses. Acceptance would avoid the equipment’s acquisition cost; installation, training, fuel, maintenance, and storage would remain the City's responsibility.

The donation offers an opportunity to strengthen operational readiness while recognizing Heroes Homestead and One Mission’s contribution to the community.

Recommended Action

Move to authorize acceptance of the $5,000 fire skid unit donation from Heroes Homestead and One Mission, and authorize the mayor to complete the donation documentation.

DONATION FORM

SECTION 1: DONOR INFORMATION

Donor(s) Name: Heroes Homestead

Donor(s) Address:

3904 N. Division St.

Spokane, Wa. 99202

SECTION 2: DONATION CLASSIFICATION

☐ The undersigned donor(s) hereby donates to the Liberty Lake Police Department and/or City of Liberty Lake, WA the amount of $_____ which said donation shall be considered accepted upon approval from the Mayor and receipt of the funds by the City.

OR

☑ The undersigned donor(s) hereby donates Firefighting Skid with a fair market value of $ 5,000 which said donation shall be considered accepted upon approval from the Mayor and receipt of the item(s) by the City.

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

SECTION 3: PURPOSE OF DONATION

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

The donation comes as communities throughout the Inland Northwest continue to recognize the importance of wildfire preparedness and having additional resources available during rapidly developing emergencies.

DONATION FORM

The Liberty Lake Police Department and City of Liberty Lake will make all reasonable efforts to fulfill the specific purpose(s) as outlined in the previous section of this donation. If the specified donation purposes are not feasible, substitutions for the purposes will be made. The donated funds will be managed and accounted for by the City of Liberty Lake in accordance with the Liberty Lake Municipal Code.

For IRS purposes, this agreement serves as a written acknowledgement of your donation. The City of Liberty Lake and Liberty Lake Police Department did not provide you any goods or services in consideration for this donation.

SECTION 4: DONOR SIGNATURE(S)

Sign: Andrew Holstine Date: 30 Sep 26

SECTION 5: MAYOR APPROVING SIGNATURE

Sign: _____ Date: _____



AGENDA ITEM NO.: 11.H.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Reauthorization of Mini-Weather Station Service Renewal with Frost Solutions

Dept of Origin: Public Works **Dept. Head Approval:** Ben Turner

Exhibit(s):
3606

Expenditure Required	Yes
Budgeted	Yes, (110) Streets Fund; (542 66 41 00) Snow and Ice Control - Professional Services
City Program	Snow and Ice Removal

Summary Statement

Reauthorization from 9/15/26 to include new sales tax requirements implemented in the past year The Public Works Department is requesting authorization to renew its mini-weather station services with Frost Solutions for a total cost of $13,080. These weather stations provide localized, real-time monitoring of pavement and atmospheric conditions at strategic locations throughout the City. Public Works uses the data to monitor snow and ice conditions, identify potential freezing conditions, and support timely and efficient decisions regarding winter weather response and roadway treatment.

The renewal performance period is November 1, 2026, through October 31, 2027. Continued use of the weather stations will provide Public Works staff with critical localized weather information to assist in maintaining safe travel conditions and improving the efficiency of the City's winter maintenance operations.

Recommended Action

Authorize payment to Frost Solutions in the amount not to exceed $13,080 for the use of four (4) mini-weather stations from November 1, 2026, through October 31, 2027.

Tax ID : 88-2774723
276 E Deerpath Road
#627
Lake Forest, Illinois 60045
USA
312-767-9423
info@frostsolutions.io
https://frostsolutions.io/

Invoice

 # 3606

Balance Due
$12,000.00

Bill To
City of Liberty Lake, WA
22710 E Country Vista Dr
Liberty Lake, Washington 99019
United States

Invoice Date :	01 Sep 2026
Terms :	Custom
Due Date :	01 Oct 2026

#	Item & Description	Qty	Rate	Amount
1	Mini-Weather Station Renewal - Annual Subscription: Nov 01, 2026 - Oct 31, 2027. Payment 1 of 1.	4 ea	3,000.00	12,000.00

Sub Total	12,000.00
Total	**$12,000.00**
Balance Due	**$12,000.00**

Pay your bill at frostsolutions.io/pay. Download a copy of our W-9 here. If you have any questions, please contact AP@FrostSolutions.io.

Note: Invoice amounts are subject to applicable tax. If you are sales tax exempt, please upload your Sales Tax Exemption certificate here.

AGENDA ITEM NO.: 12.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Consulting Services Agreement with Capital Path Consulting LLC

Dept of Origin: Executive **Dept. Head Approval:** Mark McAvoy

Exhibit(s):
CPC_City of Liberty Lake_RFP, Capital Path_Consulting Services Agreement_10.6.2026

Expenditure Required	Yes
Budgeted	General Fund [001]; Professional Services [513.40.41.00] - Council authorized $15,000 for this purpose in 2026.
City Program	City Council Governance

Summary Statement

Council approval is requested to enter into a consulting services agreement with Capitol Path Consulting LLC for year-round government relations, legislative advocacy, and grant support. The engagement would strengthen Liberty Lake's ability to advance its legislative priorities, pursue outside funding, and respond to state and federal policy decisions affecting City operations and economic competitiveness.

The City issued RFQ No. 2026-001 on September 1, 2026, with qualifications due September 15. The solicitation sought experienced professionals to provide funding advocacy, strategic advice, legislative agenda development, and support for City officials, including advocacy addressing the competitive challenges facing Washington–Idaho border communities. Evaluation criteria emphasized demonstrated funding success, Washington local government experience, assigned personnel, understanding of City needs, and references. The RFQ provided for finalist interviews, if needed, and negotiation of scope and compensation with the highest-ranked respondent. Capitol Path Consulting submitted qualifications in response to the solicitation.

Capitol Path is a Washington-based government affairs firm offering state and federal advocacy, grant strategy and proposal development, and coalition building. Its principals

bring experience in congressional offices, municipal government, and state agency leadership. The firm combines year-round engagement in Olympia with federal representation and funding support. Three members of the Capital Path team live in Liberty Lake, giving the firm an unmatched local presence and the ability to provide hands-on service.

The proposed agreement begins October 6, 2026, for an initial one-year term, with automatic annual renewal unless either party provides at least 30 days' written notice of termination. Services include legislative agenda development, direct lobbying, bill and budget monitoring, preparation of advocacy materials and testimony, coordination with legislators and agencies, federal advocacy, and identifying grant opportunities and providing application support. Reporting includes weekly updates during the legislative session and periodic interim reports. The monthly retainer is $3,000, equivalent to $36,000 annually at the initial rate, plus pre-approved reimbursable expenses and applicable taxes. The agreement permits rate adjustments with 30 days' written notice and allows either party to terminate for convenience with 90 days' written notice.

Recommended Action

Authorize the Mayor to execute the consulting services agreement with Capitol Path Consulting LLC.

CAPITOL PATH CONSULTING

State Government Affairs

Statement of Qualifications

State Legislative Advocacy and Government Relations Services

RFQ No. 2026-001

Submitted to:
City of Liberty Lake, Washington

c/o Cody Melnrick, Procurement Specialist

Submitted by:
Capitol Path Consulting

PO Box 373, Liberty Lake, WA 99019 | 425-891-5519 | Kyla@thecapitolpath.com

Response Deadline: Tuesday, September 15, 2026, 5:00 PM PST
September 15, 2026

Cody Melnrick
Procurement Specialist
City of Liberty Lake

RE: RFQ No. 2026-001 – Statement of Qualifications for State Legislative Advocacy and Government Relations Services

Dear Mr. Melnrick,

Capitol Path Consulting (CPC) respectfully submits this Statement of Qualifications to serve as the City of Liberty Lake's state legislative advocacy and government relations consultant. CPC is a Washington-based government affairs firm with a principal-led state advocacy practice, a daily presence in Olympia, and a proven track record representing smaller cities, counties, and regional organizations before the Washington State Legislature, the Governor's Office, and state agencies.

CPC Principal John Culton is a Liberty Lake resident, giving the city direct, on-the-ground access to its own consulting team, a level of local familiarity few Olympia-based firms can offer a city of Liberty Lake's size. John would work alongside Principal Kyla Shkerich Blair, whose background includes service as Chief of Staff at the Washington State Department of Commerce and who leads the firm's state engagement strategies. Along with John and Kyla, the City of Liberty Lake would be supported by Senior Associate Daniel Pailthorp, who resides full-time in Olympia and has strong relationships with legislators across the state, as well as from CPC's Grants Director Sharon Carvo, who also resides in Liberty Lake and adds another strong local perspective and on-the-ground contact.

CPC understands that Liberty Lake is seeking more than a legislative monitor. The city needs a trusted advisor who can identify realistic funding opportunities, prepare City leaders to advocate effectively, and help convert strong local projects into successful state funding requests. CPC also understands that the day-to-day work of running a small municipality is demanding. CPC's approach will ensure that the lobbying and government affairs work it carries out for the Mayor, Council, City Administrator, and staff is done in strong partnership, with clear feedback and communication throughout. This proposal outlines CPC's approach to meeting that need, including the City's specific interest in interstate economic-competitiveness strategies tied to Liberty Lake's location on the Washington-Idaho border.

CPC would be honored to serve as the City of Liberty Lake's legislative advocate and counsel.

Sincerely,

Kyla Shkerich Blair, Principal

John Culton, Principal

Capitol Path Consulting, S-Corp.
PO Box 373, Liberty Lake, WA 99019
425-891-5519
Kyla@thecapitolpath.com | John@thecapitolpath.com
Federal Employer Tax Identification: 99-1469052
Washington Uniform Business Identification (UBI): 602-441-234
UEI: ULV1TC375CZ7 | CAGE: 12JT1

A. Firm Overview

Capitol Path Consulting (CPC) is a Washington-based government affairs and grants strategy firm providing state and federal lobbying, appropriations strategy, grant discovery/writing, and intergovernmental advocacy to public-sector and nonprofit clients across Washington State and Washington, D.C. CPC is a Washington S-Corporation, headquartered in Liberty Lake, WA, and led by Principals Kyla Shkerich Blair and John Culton, with team members based in Liberty Lake, Olympia, and across the state.

Across its client portfolio, CPC has advanced and secured more than $316.3 million in federal funding and $67.7 million in Washington state funding during the FY25–FY27 funding cycles. CPC integrates state, federal, and grants expertise so that funding strategy can be layered and coordinated across levels of government, while scoping each engagement to the client's specific needs. This RFQ is for state legislative advocacy, and CPC would scope its work accordingly, drawing on its broader federal and grants capacity only where it directly benefits Liberty Lake's priorities.

B. Key Personnel

Kyla Shkerich Blair | Principal, State Advocacy Lead

Kyla Shkerich Blair brings more than a decade of experience across city, state, and federal government, including service as Chief of Staff at the Washington State Department of Commerce, where she worked on issues affecting housing, infrastructure, economic development, and community investment. She also served as Deputy State Director for U.S. Senator Patty Murray and as Director of External Affairs for the Mayor of Seattle. Kyla would lead CPC's state legislative and capital-budget advocacy for Liberty Lake, drawing on her agency-side experience to help the City navigate Commerce, WSDOT, Ecology and other core funding programs.

John Culton | Principal, Local Liaison and Federal Advocacy Lead

John Culton resides in Liberty Lake and brings more than 15 years of experience across the public and private sectors, including 12 years in a U.S. Senate office. His background includes legislative strategy, appropriations, coalition-building, and funding work at the federal, state, and local levels, as well as prior work as Eastern Washington Director covering a multi-county region that includes Spokane County. John would serve as the City's primary local point of contact and would partner on CPC's work on Liberty Lake's interstate economic-competitiveness and border-zone legislative concept, given his experience developing multi-tiered advocacy strategies and drafting policy materials and coalition strategy.

Daniel Pailthorp | Senior Associate, State Advocacy

Daniel Pailthorp brings extensive political and government experience, having worked across the Washington State Legislature, on legislative campaigns, and for U.S. Senator Patty Murray's office, where he served as a regional director covering the Olympic Peninsula and Thurston County. His firsthand knowledge of how policy priorities move through both branches, combined with established relationships with legislators and community partners across the state, positions him to represent Liberty Lake's interests closely and consistently throughout the interim and during session. That same statewide community engagement gives Daniel a distinct feel for the everyday challenges facing small municipalities and the ability to convey those challenges to legislators in terms they will understand. Daniel would provide day-to-day Olympia coverage, legislative monitoring, relationship management, and timely strategic updates during the interim and throughout the legislative session.

CPC three lead state advocates would be further supported by CPC's grants team, Sharon Carvo, Grants Director, and Amelia Alberts, Senior Grant Writer, for funding identification and application support, at no additional cost for work within the scope of this engagement.

Sharon Carvo | Grants Director

Sharon Carvo leads CPC’s grant development practice, including funding research, funding-matrix development, application review, narrative drafting, editing, proposal strategy, and application management from opportunity identification through submission and award. She specializes in translating technical project information into clear, competitive grant applications and appropriations requests. For Liberty Lake, Sharon would help identify relevant funding opportunities and strengthen project narratives, funding requests, and supporting documentation to advance the City’s legislative and capital-budget priorities.

Amelia Alberts | Senior Grant Writer

Since 2022, Amelia Alberts has helped clients secure more than $10 million in grants and loans. She brings experience with funding programs administered by the Washington State Department of Commerce, Idaho Department of Environmental Quality, U.S. Department of Transportation, Federal Aviation Administration, U.S. Department of Agriculture Rural Development, U.S. Bureau of Reclamation, Idaho Water Resource Board, and other state and federal funders. For Liberty Lake, Amelia would expand CPC's grant-development capacity by supporting opportunity research, project-fit analysis, proposal development, editing, and application preparation for priority City projects.

C. Relevant Local Government Experience

CPC's client base gives the firm existing, working familiarity with communities in Central and Eastern Washington and the region surrounding Liberty Lake, in addition to broader experience representing smaller Washington cities comparable to Liberty Lake in size and capacity.

At the state level, CPC currently represents:

- **City of Chelan:** CPC represents the City of Chelan on state capital budget funding for infrastructure projects, including a water reservoir and library design and engineering upgrades.
- **City of Granite Falls:** CPC represents the City of Granite Falls on state capital budget funding for community facility and park improvements.
- **City of Toppenish:** CPC represents the City of Toppenish on state capital budget funding for community and recreation facility improvements as well funding for critical infrastructure needs.
- **City of Yakima:** CPC represents the City of Yakima on state legislative priorities and agency relationship management.
- **City of Sunnyside:** CPC represents the City of Sunnyside on state capital budget funding for community facility and recreation projects.
- **City of Olympia:** CPC represents the City of Olympia on state legislative priorities and agency coordination in the capital.
- **Yakima Valley Conference of Governments:** CPC represents YVCOG on public safety funding.
- **Counties of Adams, Whitman, and Spokane:** CPC represents these counties on state capital budget and public safety funding priorities.

CPC's federal advocacy work adds a deeper layer of regional knowledge, with representation of:

- **Spokane County:** CPC represents Spokane County on state and federal funding priorities, including public safety and infrastructure.
- **City of Airway Heights:** CPC represents this Spokane County city on public safety and water infrastructure funding.
- **City of Medical Lake:** CPC represents this Spokane County city on City Hall modernization funding.
- **Community Health Association Spokane (CHAS) and NEW Health:** CPC represents these Eastern Washington healthcare organizations on state and federal funding.

This combination of Spokane-region relationships and statewide smaller-city experience positions CPC to represent Liberty Lake's interests with an understanding of both the local delegation and the practical needs of a growing, resource-constrained city.

D. Funding Advocacy Experience

The following examples from the past five years demonstrate CPC's success advocating for state and federal funding benefiting local governments, including several Spokane County peers of Liberty Lake. This is a representative example of the work CPC has done over the past several years. A complete list of successful funding requests and advocacy outcomes is available upon request.

Client	Project / Funding Objective	Funding Source	Amount	CPC's Role
City of Granite Falls	Community facility, park, and wastewater improvements	WA State Capital Budget + federal appropriation (Sen. Murray and Rep. Schrier)	$556,000 state (secured); $959,752 federal (secured); $746,868 federal (secured, House-passed)	Hands-on advocacy through state and federal channels
City of Chelan	Library upgrades and water reservoir project	WA State Capital Budget, federal appropriation, and WRDA authorization	$3,021,000 state (secured); $2,500,000 federal (secured); $9,000,000 WRDA 219	Coordinated state and federal advocacy strategy
City of Sunnyside	Community facilities and critical infrastructure upgrades	WA State Capital Budget, federal appropriation	$1,287,000 state (secured); $5,264,000 federal (secured, House-passed); $4,500,000 federal (advanced, pending)	Coordinated state and federal advocacy strategy
City of Quincy	Water infrastructure	WA State Capital Budget, federal appropriation, and WRDA authorization	$4,000,000 state (secured); $2,000,000 federal (advanced, pending); $3,000,000 WRDA 219	Coordinated state and federal advocacy strategy
Columbia Basin Development League	Odessa Ground Water Replacement Project	WA State Capital Budget	$40,000,000 (secured)	Led multi-stakeholder budget-writer coalition
Yakima Valley Conference of Governments	Local crime lab infrastructure and relocation support	WA State Capital Budget, federal appropriation	$258,000 state (secured); $2,025,000 federal (secured, House-passed)	Coordinated state and federal advocacy strategy
Ritzville School District	Childcare and community center	WA State Capital Budget	$2,000,000 (secured)	Direct lobbying for state capital budget funding
Maddie's Place (Spokane County)	Operational funding for ongoing services for infants exposed to opioids	WA State Operating Budget	$2,000,000 in FY25 and $2,000,000 FY26 (secured)	Direct lobbying for state operating budget funding
East Adams Rural Hospital	Hospital designation enabling additional funding eligibility	State law change	N/A (policy outcome)	Drafted, advocated for, and passed new state hospital designation
Spokane County	Crisis stabilization center	Federal direct appropriation (Sen. Murray)	$3,000,000 (secured)	Direct federal lobbying resulting in FY26 appropriation
City of Airway Heights (Spokane County)	Law-enforcement facility upgrades	Federal direct appropriation (Rep. Baumgartner)	$1,500,000 (secured, House-passed)	Direct federal lobbying of the House Appropriations Subcommittee
City of Airway Heights (Spokane County)	Public safety campus build-out	Federal appropriation (Sen. Cantwell)	$2,000,000 (advanced, pending)	Advanced request to US Senate Appropriations Subcommittee
City of Medical Lake (Spokane County)	City Hall modernization	Federal appropriation (Sen. Cantwell)	$1,050,000 federal (advanced, pending)	Advanced request to US Senate Appropriations Subcommittee

Client	Project / Funding Objective	Funding Source	Amount	CPC's Role
City of Toppenish	Playground updates, public safety building, water, and wastewater infrastructure updates	WA State Capital Budget, federal appropriation, and WRDA authorization	$155,000 state (secured); $1,500,000 federal (secured); $2,000,000 WRDA 219	Coordinated state and federal advocacy strategy

Beyond securing funding, CPC also brings direct experience translating public-safety and revenue needs into clear, well-supported funding requests that can withstand committee scrutiny. CPC helped secure back-to-back state operating budget appropriations totaling $4 million for Maddie's Place, and secured state capital funding for public safety facilities for clients including Adams County's public safety building and the Yakima Valley Conference of Governments' crime lab relocation. On revenue, CPC understands that Washington cities' revenue tools have not kept pace with the cost of delivering basic services, and that options like lifting the 1% cap on annual property tax growth, increasing the city share of the Real Estate Excise Tax (REET), and new state revenue-sharing mechanisms each carry different political tradeoffs. For Liberty Lake, that means helping frame the City's revenue and funding needs clearly and tangibly, connecting its specific fiscal pressures to the broader statewide conversation cities are already having with the Legislature, while keeping Liberty Lake's own voice front and center in that dialogue.

E. Approach

Developing and Advancing City Funding Priorities

CPC will work with the Mayor, Council, City Administrator, and designated staff during the interim to identify a focused set of funding and policy priorities. This process will include assessing infrastructure, public safety, parks, transportation, and economic development projects for state funding readiness and identifying the policy issues most important to Liberty Lake.

For priorities selected for advancement, CPC will prepare project one-pagers, budget request forms, and supporting materials and develop a coordinated advocacy strategy for engagement with legislators, state agencies, and potential partners. The resulting legislative agenda will guide consistent City engagement throughout the legislative cycle.

Supporting Elected Officials

Effective advocacy depends on City officials arriving at each meeting with a clear request, the right supporting information, and a shared understanding of the desired outcome. CPC will prepare concise briefing materials, talking points, testimony, correspondence, and presentations tailored to the City's priorities and the audience.

For Olympia visits, CPC will develop a strategic meeting schedule, prepare participants in advance, and have a team member attend meetings as appropriate to help guide the conversation, track commitments, and coordinate follow-up. CPC will also advise when outreach from City officials, project partners, or other local voices will be most useful in advancing a specific priority.

Maintaining Legislative Relationships

CPC brings established working relationships with Washington legislators, committee and budget staff, and agency contacts developed through the team's prior city, state, federal, and legislative experience, as well as its ongoing representation of public-sector clients across Washington and in the Spokane region. CPC will build on that foundation to develop sustained working relationships with Liberty Lake's legislative delegation and relevant staff at Commerce, WSDOT, Ecology, and other agencies connected to City priorities.

Communicating Legislative Developments

During session, CPC will provide weekly legislative reports, real-time alerts on significant legislation, budget activity, agency actions, and emerging issues affecting the City. Each update will identify the issue, its potential impact on Liberty Lake, and

any recommended City action. During the interim, the City will receive strategic briefings and an end-of-session report documenting funding secured, outcomes, and recommended next steps.

Year-Round Strategic Advice

CPC views legislative advocacy as a year-round effort. During the interim, CPC will refine the City's legislative agenda, prepare funding materials, monitor agency budget development and rulemaking, build support for priority projects, and advise City leadership on timing, partnerships, and opportunities before the next session begins.

Interstate Economic Competitiveness and Protective Tax-Zone Legislation

Liberty Lake's location on the Washington-Idaho border presents a distinct economic competitiveness issue, and CPC will treat it as a dedicated workstream. Drawing on its experience developing layered advocacy strategies and policy materials, CPC will research comparable border-area tax, exclusion, and safe-harbor approaches; review relevant Washington precedent and the state tax and regulatory policies affecting Liberty Lake businesses; and work with the City to develop a clear policy case and legislative strategy. CPC will help build support among legislators, regional economic-development organizations, affected businesses, and similarly situated Washington border communities, while providing candid advice on political, fiscal, and administrative feasibility and recommending amendments or alternative approaches when they offer Liberty Lake a more workable path forward.

F. Availability and Responsiveness

CPC maintains a daily presence in Olympia throughout the legislative session and the interim, allowing the team to respond quickly to fast-moving bills, budget amendments, agency actions, and City requests. With John Culton and Sharon Carvo residing in Liberty Lake, the City also has direct local access to its own consultant team between legislative trips, an added level of accessibility CPC believes is particularly well suited to a smaller municipality with limited internal government-relations capacity.

G. Conflicts of Interest

CPC currently represents other public entities in the Spokane County region, American Indian Community Center, Terrain Spokane, Manzanita House, and Waters Meet at the state level; and the City of Airway Heights, the City of Medical Lake, Community Health Association Spokane (CHAS), and NEW Health at the federal level. None of these clients compete with Liberty Lake for the same specific capital-budget line items, and none are engaged in economic-development or tax-policy work that would conflict with Liberty Lake's border-zone legislative concept. CPC will promptly disclose any new or existing client whose policy or funding request could reasonably conflict with Liberty Lake's priorities and will follow the City's direction on how any such conflict should be managed, including recusal of specific personnel from a specific matter if necessary.

H. References

Granite Falls
Brent Kirk – Deputy City Manager | brent.kirk@ci.granite-falls.wa.us | 425-583-1000

Maddie's Place
Shaun Cross – President and CEO | shaun.cross@maddiesplace.org | 509-496-3753

City of Sunnyside
Pat Haley – Interim City Manager | phaley@sunnyside-wa.gov | 509-836-1294

I. Scope of Work

CPC will provide integrated state advocacy tailored to the City of Liberty Lakes' legislative priorities, structured to advance both the City's funding requests and its policy objectives before the Washington State Legislature, the Governor's Office, and relevant state agencies. Services will include:

- Advising, formulating, and implementing the City's state legislative agenda, including ongoing meetings and support to review progress and amend priorities.
- Direct lobbying of the Legislature, executive branch, and state agencies, and educating officials and staff on the City's unique needs and perspective.
- Monitoring and tracking legislation affecting the City, providing bill analysis, and helping assess and respond to administrative decisions.
- Identifying and sharing testimony opportunities providing all the preparation needed and representing the city at legislative committee hearings and related meetings.
- Developing advocacy materials, including talking points, fact sheets, and testimony, for engagement with legislators and agencies.
- Supporting City staff on state budget and funding requests, including drafting project one-pagers, budget funding request forms, and presentation materials.
- Working with City staff during the interim to assess the prior session, prepare for the next, and build legislator and coalition relationships.
- Assisting in planning meetings between City officials, including the Mayor, Council, and staff, and state legislators and executive branch officials.
- Engaging coalitions, agencies, and community stakeholders relevant to the City's legislative goals.
- Identifying state funding and policy opportunities tied to the City's priorities.
- Providing regular written and verbal updates, with weekly reports during session and reports during the interim.
- Compliance support for lobbying-related reporting not legally assigned to the County.
- Work in partnership with the City on identifying funding needs in order to compile grant opportunities through a grant mapping system offered by CPC.
- Review and edit grant applications before submittal.

This work will address both funding and policy matters. CPC's goal is not only to pursue budget items, but also to ensure the City is represented on policy issues affecting local authority, project delivery, environmental compliance, transportation, housing, and economic growth.

J. Compensation

CPC proposes a fixed monthly retainer of $3,000, billed monthly, for an annual total of $36,000. The retainer includes the services described in the Scope of Work, including reasonable travel and routine expenses. It also includes grant mapping and funding research that support Liberty Lake's legislative priorities. This pricing is negotiable.

If the City requests grant-writing services or other work outside the agreed scope, CPC will provide a separate written scope of work and proposed fee structure for City approval before beginning the work.

Resumes – Key Personnel

(Attached below - Excluded from the ten-page SOQ limit per Section 9 of the RFQ.)

KYLA SHKERICH BLAIR

Des Moines, WA | (425) 891-5519 | kyla@thecapitolpath.com

PROFESSIONAL SUMMARY

Government affairs and public policy leader with more than a decade of experience in state advocacy, legislative engagement, executive leadership, and stakeholder relations. Former Chief of Staff at the Washington State Department of Commerce and Deputy State Director for U.S. Senator Patty Murray, with expertise in advancing client and community priorities across state, federal, and local government. Skilled in developing advocacy strategies, legislative materials, funding approaches, and strong relationships with elected officials, agency leaders, and community partners.

PROFESSIONAL EXPERIENCE

Capitol Path Consulting – Principal **Dec. 2024 - Present**

- Manage all state advocacy and lobbying work on behalf of clients
- Build and maintain relationships with state legislators
- Build and maintain relationships with staff members at key agencies and offices
- Manage and support both federal and local engagement on behalf of clients
- Prepare materials, testimony, letters, etc., on behalf of clients and the firm
- Prepare advocacy and engagement plans and support clients in execution of activities
- Provide regular summaries of state work during session and interim
- Help identify critical funding sources for clients and our grants team
- Work to develop further relationships across the state
- Help and support business development for the firm

Washington State Department of Commerce – Chief of Staff **Jul. 2023 – Dec. 2024**

- Member of Director's Executive Team
- Manage the legislative, communications, community engagement, and tribal relations offices for the department
- Strategically manage the Director's engagement, communications strategy, external relationships, and legislative engagements
- Manage information up to the Director - preparing memo's, briefings, and internal engagements
- Help to develop new programs to offer further support for communities across Washington state
- Coordinate Executive Leadership Team meetings, briefings for the Director and memo development on key issues

Office of U.S Senator Patty Murray – Deputy State Director **Jan. 2020 – Jun. 2023**

- Managed and oversaw 6 offices and a team of 13 outreach directors
- Worked closely with DC staff to communicate needs of constituents from WA to DC
- Worked closely with DC staff to effectively communicate DC work back to WA
- Reviewed memos and talking points for various events and meetings
- Created and execute a plan for policy rollout to ensure constituents are aware, we have supporters and we have gathered necessary feedback

OTHER EXPERIENCE

- Office of Seattle Mayor Jenny Durkan – Director of External Affairs: Nov. 2017 – Jan. 2020
- Seattle Metropolitan Chamber of Commerce – Policy, Outreach Manager: Apr. 2016 - Nov. 2017
- Legislative Assistant to State Rep. Mia Gregerson: Jan. 2014 – Aug. 2014; Dec. 2014 – Nov. 2015

EDUCATION

University of Idaho - B.A in History; Minor in Sociology

Daniel Pailthorp

danielpailthorp@gmail.com | (360) 951-9376

EDUCATION

Bachelor of Arts in Politics - Whitman College | Masters of Public Administration - Evergreen State College

PROFESSIONAL SUMMARY

Experienced legislative professional with a strong background in policy development, stakeholder engagement, and government relations. Adept at navigating legislative processes, facilitating cross-agency collaboration, and managing complex projects. Proven track record in public policy, program development, and advocacy at the local, state, and federal levels. Skilled in building bipartisan coalitions, managing teams, and driving legislative initiatives to address critical community and policy issues.

CONSULTING EXPERIENCE

Senior Associate | *Capitol Path Consulting - Olympia, WA* *Oct 2025 - Present*

- Assist in developing long term lobbying strategies for state clients, building cohesive narratives to convince stakeholders and decisions of the importance of relevant issues or projects
- Meet with lawmakers and staff to understand concerns and potential roadblocks for securing funding and policy changes, center client needs during the process
- Help conduct and plan tours and meetings during the interim to prepare for the upcoming legislative session, ensuring lawmakers or funders are informed prior to any funding requests
- Presents to bodies of elected officials on the past legislative session, their priorities, important budget and policy changes, and is prepared to knowledgeably answer questions on wide ranging topics

GOVERNMENT EXPERIENCE

Thurston County & Olympic Peninsula Director | *Office of Senator Murray - Olympia, WA* *Jan 2023 - Oct 2025*

- Served as the primary liaison between the U.S. Senate office and local, state, and federal agencies across six counties, ensuring seamless coordination on legislative and policy matters.
- Developed and executed strategic outreach initiatives, fostering relationships with legislators, agency officials, and stakeholders to identify regional needs and policy solutions.
- Organized events for the Senator including writing memos, briefing her and staff, participating in meetings, and making on-the-ground decisions when necessary to increase her visibility and public perception of her work.
- Advocated for legislative priorities by facilitating meetings between local leaders and federal decision-makers, influencing policy discussions on economic development, infrastructure, and environmental issues.
- Reviewed Congressionally Directed Spending (earmarks) applications for federal funding, developed a prioritized methodology to address critical needs in underserved communities based on local dynamics, while maximizing the total regional funding allocation.

Public Outreach Coordinator | *WA State Redistricting Commission - Olympia, WA* *April 2021 - April 2022*

- Designed and implemented a stakeholder engagement program, ensuring input from residents of all 39 counties.
- Developed and delivered presentations to statewide municipal associations and policymakers, strengthening public understanding of the redistricting process.
- Provided policy analysis and historical context to the Commission Chair on Washington's legislative landscape and competing political interests.

Session Aide | *WA State Senate - Olympia, WA* *January 2019 - May 2019*

- Conducted policy research and legislative analysis to produce issue briefs on key bills before the Senate.
- Managed constituent communications, responding to over 150 inquiries per week on budgetary and policy matters.

POLITICAL EXPERIENCE

Regional Campaign Director | *House Democratic Campaign Committee - Seattle, WA* *April 2022 - December 2022*

- Led legislative campaign operations across six battleground districts (5, 10, 28, 35, 42, 44), delivering results in key battleground districts by leveraging knowledge of state legislative processes and local policy issues. Provided strategic guidance to candidates, overseeing messaging, policy positioning, and grassroots mobilization efforts.

JOHN CULTON

Liberty Lake, WA 99019 | (509) 230-2882 | john@thecapitolpath.com

PROFESSIONAL SUMMARY

A proven leader and collaborator focused on relationship-building across public, private, tribal, and non-profit sectors. Strategic thinker adept at condensing complex legislative and policy issues into targeted actions that achieve client goals. Trusted for comprehensive knowledge of federal, state, and local legislative, regulatory, and political processes, leading to positive, solution-oriented outcomes.

PROFESSIONAL EXPERIENCE

Capitol Path Consulting | Principal & Co-Owner **2024-Present**

- Provide federal government relations services for public agencies, municipalities, nonprofits, tribal governments, and businesses in Washington, D.C.
- Develop and execute multi-tiered advocacy strategies to secure appropriations, grants, and favorable legislation
- Build and sustain meaningful relationships with congressional offices, federal agencies, and local stakeholders to advance client interests.
- Analyze complex policy environments and identify opportunities and risks, delivering actionable recommendations to clients.
- Lead coalition-building efforts, draft advocacy communications, and coordinate strategy across diverse client portfolios.

Grants Nova | Founder & CEO **2024-Present**

- Founded a technology-driven company to help public, private, and nonprofit organizations identify and secure federal and state grants using AI-powered matching tools.
- Designed and deployed proprietary algorithms to ensure comprehensive, accurate grant data and application support.
- Built productive partnerships with municipalities, nonprofits, government officials, and grant stakeholders to maximize funding outcomes.
- Lead innovation, product development, and provide direct client support and training.
- Grew Grants Nova into an online destination featured at grantsnova.com for real-time grant tracking and guidance.

Desimone Consulting Group | Consultant **2023–2024**

- Delivered federal advocacy strategy and policy analysis to clients on funding and legislative opportunities
- Conducted research on appropriations, agency programs, and legislative trends impacting client sectors.
- Assisted in drafting policy materials, legislative correspondence, and memos for advocacy outreach.
- Facilitated coalition-building and stakeholder engagement across client projects.

Office of U.S. Senator Patty Murray | Eastern Washington Director **2011–2023**

- Coordinated policy initiatives and constituent services outreach across 12 Washington counties in Eastern Washington, engaging diverse stakeholders and addressing regional priorities.
- Led stakeholder outreach, coalition development, and built relationships with elected officials and tribes
- Drafted public communications, talking points, speeches, and briefing materials for legislative and community engagements.
- Organized and executed community forums, press events, and site visits for the Senator and staff.

EDUCATION

Washington State University | Bachelor of Arts in Political Science, Magna Cum Laude - Pre-Law Emphasis

SKILLS & EXPERTISE

Government Relations • Public Affairs • Public Policy • Legislative Relations • Political Strategy
• Strategic Communications • Media Relations • Community Outreach • Stakeholder Engagement
• Coalition Development • Federal, State, Local, and Tribal Government Relations • Event Planning
• Policy Analysis • Advocacy • Constituent Services • Strategic Planning • Team Leadership • Public Speaking

CAPITOL PATH CONSULTING LLC
CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("**Agreement**") is made and entered into effective as of October 6, 2026 (the "**Effective Date**"), by and between, **Capitol Path Consulting LLC**, a Washington limited liability company ("**Consultant**"), and the City of Liberty Lake a Washington State city (**"Client"**). Consultant and Client are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." The Parties agree as follows:

Summary.

The Consultant provides professional consulting services, and the Parties enter into this Agreement to specify the terms and conditions on which Client may engage Consultant to provide services (the "**Services**") described in one or more written statements of work (each, an "**SOW**").

1. Definitions.

The following capitalized terms used in this Agreement have the meanings set forth below:

1.1 "**Affiliate**" means with respect to any Party, any other Person, which controls, is controlled by, or is under common control with, such Party. "**Control**" means (a) that an entity or company owns, directly or indirectly, more than fifty percent (50%) of the voting stock of another entity, or (b) that an entity, person or group has the actual ability to control and direct the management of the entity, whether by contract or otherwise.

1.2 "**Intellectual Property Rights"** means all intellectual property rights and moral rights protectible under any laws or international conventions throughout the world, and in each case including without limitation the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

1.3 "**Person**" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, any federal, state or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign, or other entity.

2. Consulting Services.

2.1 Services; Deliverables. Upon mutual execution of a SOW by Client and Consultant, Consultant shall: (i) perform all Services described therein in accordance with the terms of such SOW, and (ii) shall provide any documents or other items that Consultant is required to deliver to Client under the terms of such SOW (the "**Deliverables**"). Each SOW executed after the Effective Date is incorporated herein by reference.

2.2 Performance. Consultant shall perform the Services and provide any Deliverables in a timely, professional, and competent manner in accordance with industry standards using qualified personnel.

2.3 Changes. Either Party may request changes to an SOW. Each such request must be in writing, reasonably detailed and must include the requesting Party's good faith estimate of the impact of the requested changes (e.g., timing and cost). Any change to an SOW will not become effective unless in writing and mutually executed.

3. Responsibilities of Client.

3.1 Client Assistance. Client shall reasonably cooperate with Consultant's requests for information or approval in connection with performance of the Services. Client shall also comply with any additional requirements or obligations set forth in an applicable SOW.

3.2 Client Delays. Client acknowledges and agrees that performance of the Services by Consultant depends upon timely performance of all applicable Client obligations and that Consultant will not be liable for delays caused by Client.

4. Payment.

4.1 Fees. Client is engaging Consultant on a monthly retainer at a rate of $3,000 per month for the Services. Consultant will provide Client with invoices (each, an "**Invoice**") for Services based on the fees for such Services and expenses incurred for the applicable time period based on the terms of this Agreement and any applicable SOW (collectively, the "**Fees**"). Unless otherwise agreed in writing, Consultant will deliver a monthly Invoice to Client for all Fees. All Fees are non-refundable.

Consultant reserves the right to adjust its rates from time to time and such rates will become effective upon thirty (30) days prior written notice to Client.

4.2 Payment. Unless otherwise set in an SOW, Client will pay Consultant (by wire transfer or other method mutually acceptable to the Parties) all Fees within thirty (30) days following receipt of the applicable Invoice. Late payment of Fees may be subject to interest on the past due amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

4.3 Taxes. All Fees are exclusive of, and Client will pay, all taxes, duties, and assessments, however designated, which are levied or imposed upon such Fees or the use or provision of the Services, excluding only taxes based on Consultant's net income (for which Consultant will be responsible).

5. Intellectual Property.

5.1 Ownership. Consultant and Client reserve all Intellectual Property Rights not expressly granted herein. Client acknowledges and agrees that any Intellectual Property Rights developed by Consultant are and will remain the exclusive property of Consultant. Unless otherwise expressly set forth herein, nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any Intellectual Property Rights of either Party.

5.2 License to Deliverables. Subject to the terms and conditions of this Agreement, Consultant hereby grants to Client a non-exclusive, irrevocable, perpetual, royalty-free, fully paid up, worldwide, transferable license, including the right to grant sublicenses through multiple tiers, to use, reproduce, distribute, and modify the Deliverables as reasonably necessary or desirable in the normal course of Client's business.

6. Confidentiality.

6.1 Confidential Information. "**Confidential Information**" means any non-public information that one Party (the "**Disclosing Party**") discloses to the other Party (the "**Receiving Party**") in connection with this Agreement or the performance of the Services that a reasonable person would recognize as confidential based on the nature of the information and the circumstances of disclosure, whether disclosed orally, visually, electronically or otherwise, but does not include information that; (i) has been legally made public, other than by acts of the Receiving Party; (ii) was or becomes independently known or available on a non-confidential basis from a third-party; or (iii) is developed independently by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party. Unless otherwise agreed in writing, all Confidential Information is provided "AS-IS".

6.2 Nondisclosure of Confidential Information. The Receiving Party shall use the same degree of care to avoid disclosure of the Disclosing Party's Confidential Information as it employs or would employ with respect to its own Confidential Information that is not meant to be disclosed, but at all times shall use at least reasonable care to avoid such disclosure. The Confidential Information shall be kept confidential and shall not be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, without written permission by the Disclosing Party except that the Receiving Party may disclose the Confidential Information to its employees, advisors, officers, directors, managers, agents, owners, advisors, and attorneys that have a reasonable need to know such Confidential Information and are subject to nondisclosure obligations no less restrictive than this Agreement (collectively, "**Representatives**"). Each Party shall be responsible for the acts and omissions of its Representatives with respect to the Confidential Information.

6.3 Use of Confidential Information. The Receiving Party shall not use the Confidential Information, directly or indirectly, for any purpose other than as is reasonably necessary in connection with performing its obligations or exercising its rights under this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any loss, misuse or misappropriation of the Confidential Information. Upon termination or expiration of this Agreement, the Confidential Information (and all copies, summaries and notes of or relating to the Confidential Information) shall be returned to the Disclosing Party by the Receiving Party in accordance with the Disclosing Party's instructions.

6.4 Required Disclosure. In the event the Receiving Party is requested, pursuant to subpoena or other legal process, to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with immediate written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Receiving Party (or such other person) shall furnish only that portion of the Confidential Information that is legally required as determined by the Receiving Party in good faith.

6.5 DTSA Notice. Pursuant to 18 USC §1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

7. **Insurance**. For so long as this Agreement remains in effect, Consultant shall, at its sole cost and expense, obtain and maintain in full force and effect: (i) insurance coverage in such amounts and covering such risks as is customarily carried under similar circumstances by other Persons; and (ii) such additional insurance coverage as is set forth in an applicable SOW. Consultant shall, upon request from Client, provide Client with evidence of the insurance required to be maintained hereunder.

8. **Representations and Warranties**.

Each Party represents and warrants to the other Party as follows:

(a) this Agreement, when executed and delivered by such Party, shall constitute valid and legally binding obligations of such Party, enforceable against such Party in accordance with its terms except (i) as limited by the applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;

(b) the execution and delivery by such Party of this Agreement, and the performance by such Party of its obligations under this Agreement will be duly authorized by all necessary corporate action and does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Party; and

(c) The performance by each Party under this Agreement will not conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease, or other instrument, agreement or arrangement (whether written or oral) binding on such Party.

9. **Disclaimer of Warranties**.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES AND DELIVERABLES ARE PROVIDED "AS-IS" AND CONSULTANT AND ITS AFFILIATES MAKE NO EXPRESS WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES AND THE DELIVERABLES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Indemnification**.

10.1 Indemnification by Client. Client shall defend, indemnify, and hold Consultant and its agents, employees, and owners harmless from and against all liabilities, penalties, costs, losses, damages and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Damages**"), in any action or claim brought by a third party arising out of or resulting from: (i) any breach of this Agreement by Client; ii) any violation of applicable law, rules or regulations by Client; or (iii) the gross negligence or willful misconduct of Client.

10.2 Indemnification by Consultant. Consultant shall defend, indemnify, and hold Client and its Affiliates, and their respective agents, employees, and owners harmless from and against all Damages in any action or claim brought by a third party against Client to the extent it is based on a claim that the Deliverables infringe any copyright, trademark, or patent, or misappropriate any trade secrets, and Client will pay those costs and damages awarded against the Company by a court of competent jurisdiction (or agreed to in settlement) that are attributable to such infringement or misappropriation. Notwithstanding the foregoing, both Parties acknowledge and agree that Consultant will have no obligation under this Section 10.2 with respect to any claim of infringement arising from the combination of the Deliverables with any services, hardware, data or business processes not provided by Consultant.

10.3 Procedure for Indemnification. A Party entitled to indemnification under this Agreement (an "**Indemnified Party**") shall: (a) provide the Party that is required to provide indemnification (the "**Indemnifying Party**") with prompt written notice of the lawsuit or action (though any failure to give notice will only affect the Indemnifying Party's obligations to the extent such failure materially impaired the Indemnifying Party's ability to effectively defend or settle the lawsuit or action); (b) give the Indemnifying Party sole control of the defense of the lawsuit or action and any related settlement negotiations (though the Indemnified Party and individuals may participate in the defense and settlement at their own expense, and the Indemnifying Party may not enter into any settlement that adversely affects the indemnified Party and Individuals' respective interests to a material degree without their written consent); and (c) providing to the Indemnifying Party (at the Indemnifying Party's expense) all assistance, information and authority reasonably required to effectively defend or settle the lawsuit or action. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

11. LIMITATION OF LIABILITY

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS (SECTION 10) OR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (SECTION 6), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL AND DAMAGE TO REPUTATION).

IN NO EVENT WILL CONSULTANT'S TOTAL AGGREGATE LIABILITY TO CLIENT (FOR DIRECT, CONSEQUENTIAL OR

ANY OTHER TYPE OF DAMAGES OR THEORY OF LIABILITY) ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO CONSULTANT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY. THIS LIMIT IS CUMULATIVE AND NOT PER INCIDENT (*i.e.,* THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT INCREASE THE LIMIT).

12. Term and Termination.

12.1 Term. This Agreement shall have an initial term commencing on the Effective Date and ending upon the one-year anniversary of such date (the "**Initial Term**"), unless earlier terminated pursuant to Section 12.2. Upon the expiration of the Initial Term, and unless earlier terminated pursuant to Section 12.2, this Agreement shall renew, automatically for subsequent one-year terms, (each, a "**Renewal Term**") unless either Party provides not less than thirty (30) days written notice of its intent not to renew. The Initial Term and any applicable Renewal Term(s) are referred to herein collectively as the "**Term**."

12.2 Termination.

(a) Termination for Convenience. Client and Consultant each may, upon not less than ninety (90) days written notice to the other Party, terminate this Agreement.

(b) Termination by Either Party. Client and Consultant each shall have the right to terminate this Agreement upon written notice to the other party, upon the occurrence of any of the following:

(i) a material breach or default by the other party of any of its representations, warranties, covenants or agreements under this Agreement, which breach or default is susceptible to cure and is not cured within a period of thirty (30) days following written notice thereof to the breaching party; provided, however, that a failure to cure such breach or default within such period shall not be grounds for termination of this Agreement so long as: (A) the breaching party has theretofore commenced taking, and continues in good faith to take, all steps necessary to cure such breach or default; and (B) such breach or default is cured within a period of time which, under all prevailing circumstances, is reasonable;

(ii) the other party fails to pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors; or any proceeding is be instituted by or against the other party seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding remains undismissed or unstayed for a period of thirty (30) days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) occurs; or

(iii) if a Force Majeure Event (as defined in Section 13.9) continues for a period of more than six (6) months and substantially affects the ability of the other party to perform any of its material obligations hereunder.

12.3 Effects of Termination or Expiration; Survival. Upon the expiration or termination of this Agreement for any reason: (i) Client shall deliver payment for all Services performed as of such date; and (ii) each Party shall deliver to the other Party any other materials bearing or consisting of the other Party's Confidential Information. The payment obligations of the Parties shall survive termination or expiration of this Agreement. Any provisions stated to survive termination or expiration of this Agreement shall survive for the periods described herein.

13. General Terms.

13.1 Governing Law. This Agreement shall be governed by the laws of the United States and the internal law of the State of Washington, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Washington.

13.2 Entire Agreement. This Agreement (including any applicable SOWs) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any prior written or oral agreements relating to the subject matter hereof existing between the Parties are expressly superseded.

13.3 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. Client shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of Consultant, which shall not be unreasonably withheld.

13.4 Modification; Waiver. No waiver, modification or amendment to this Agreement will be effective unless in writing and signed by both Parties. No failure on the part of either Party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. The remedies herein are cumulative and in addition to any other remedies provided by applicable law.

13.5 Publicity. Consultant may include Client in Consultant's customer lists, and Client will participate in Consultant's reference program (e.g., by cooperating to prepare a standard profile of Client, including Client's logo and an executive quote, that Consultant will be permitted to use for marketing purposes).

13.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) seven (7) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Notices to the Parties shall be addressed as follows:

If to Consultant:
Capitol Path Consulting
Attention: John Culton
24641 E. Mica Peak Road
Liberty Lake, WA 99019
Email: john@thecapitolpath.com

If to Client:
The City of Liberty Lake
Attention: City Administrator
22710 E Country Vista Dr.
Liberty Lake, WA 99019
Email: cmelnrick@libertylakewa.gov

13.7 Severability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

13.8 Order of Precedence. In the event of any conflict between this Agreement and the terms of any SOW, the provisions of this Agreement shall control except as otherwise provided herein.

13.9 Force Majeure. Except for payment obligations, an obligation of a party hereunder shall be temporarily suspended during the period in which such party is unable to perform such obligation by reason of any event or condition that is beyond the reasonable control of such party, and could not, by the exercise of due diligence, have been avoided in whole or part by such person (a "**Force Majeure Event**"), but only to the extent of such inability to perform. Immediately following the occurrence of a Force Majeure Event, a party asserting a suspension of its obligations in connection therewith shall notify the other party of the events giving rise to the assertion, the estimated period of suspension and the degree of disruption of operations. Such notice shall be by the most rapid and effective means available under the circumstances. No Force Majeure Event shall relieve either party from those of its obligations that are not affected by such Force Majeure Event and the obligations of the Parties to perform as provided by this Agreement through any facilities not affected by the Force Majeure Event shall continue. The Parties shall use reasonable efforts to resume normal performance under this Agreement as soon as possible. Prior to such resumption, the Parties shall perform their respective obligations to the extent practicable. In any such case, the Parties shall use reasonable efforts to mitigate any damage resulting therefrom.

13.10 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other party. Consultant shall act as an independent contractor under this Agreement and shall maintain complete control over its employees and all of its suppliers and contractors, including, without limitation, and nothing contained in this Agreement shall create any contractual relationship between Company and any such employee, supplier or contractor. Consultant shall perform its obligations hereunder in accordance with its own methods and procedures, subject only to compliance with this Agreement.

13.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13.12 Attorneys' Fees. If any legal proceeding (or arbitration) relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

13.13 Dispute Resolution. The Parties hereby irrevocably and unconditionally submit to arbitration conducted by the American Arbitration Association (the "**AAA**") in accordance with the AAA rules applicable to commercial disputes by a single arbiter who is skilled and experienced with respect to matters related to the Services and the place of arbitration shall be The City of Liberty Lake,

Washington. The judgment of the arbitrator shall be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the Parties and may be entered in any court of competent jurisdiction. Notwithstanding any provision in this Agreement, either Party may request any judicial, administrative, or other authority in any other jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institute of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

STATEMENT OF WORK

This Statement of Work ("**SOW**") forms part of the Consulting Services Agreement entered into by and between Consultant and Client dated as of October 6, 2026 (the "**Agreement**") and is subject to the terms and conditions of the Agreement. Any capitalized terms not defined in this Statement of Work have the meanings indicated elsewhere in the Agreement. In the event of any conflict between this SOW and the Agreement, the Agreement shall prevail. Unless otherwise set forth herein, this SOW is effective as of the later date of signature below. Consultant and Client agree as follows:

1. General

Client is engaging Consultant to professional consulting, including government relations and grant writing services as further described in this SOW (the "**Services**").

2. Services and Deliverables

Capitol Path Consulting will provide integrated state and federal advocacy, policy support, and grant services tailored to the City's priorities.

State Government Relations and Policy

State services will include:

- **Legislative agenda support:** Advising, formulating, and implementing the city's state legislative agenda, including ongoing meetings and support to review progress and adjust priorities.
- **Direct lobbying:** Lobbying the Legislature, executive branch, and state agencies, and educating officials and staff on the city's needs and perspective.
- **Legislation monitoring:** Tracking bills affecting the city, providing analysis, and helping assess and respond to administrative decisions.
- **Testimony preparation:** Identifying testimony opportunities, preparing all needed materials, and representing the city at committee hearings and related meetings.
- **Advocacy materials:** Developing talking points, fact sheets, and testimony for engagement with legislators and agencies.
- **Budget request support:** Assisting city staff on state budget and funding requests, including drafting project one-pagers, funding forms, and presentation materials.
- **Interim planning:** Working with city staff between sessions to assess prior outcomes, prepare for the next session, and strengthen legislator and coalition relationships.
- **Meeting coordination:** Assisting in planning meetings between city officials, staff, and state legislators or executive branch officials.
- **Coalition engagement:** Engaging coalitions, agencies, and community stakeholders relevant to the city's legislative goals.
- **Funding opportunity identification:** Identifying state funding and policy opportunities aligned with the city's priorities.
- **Regular reporting:** Providing written and verbal updates, including weekly reports during session and periodic reports during the interim.
- **Compliance support:** Supporting compliance for lobbying-related reporting not legally assigned to the city.

Federal Government Relations and Policy

Federal services will include:

- **Federal representation:** Representing the city's interests before Congress and relevant federal agencies.
- **Delegation coordination:** Coordinating with the Washington congressional delegation in both local offices and Washington, D.C.
- **Federal monitoring:** Monitoring federal appropriations, agency programs, legislative developments, and policy issues affecting the city.
- **Strategic guidance:** Providing strategic guidance on federal priorities, appropriations requests, project positioning, and relationship development.
- **Federal policy support:** Supporting federal policy matters related to infrastructure, transportation, public safety, environmental response, housing, and economic development.
- **Strategy coordination:** Coordinating federal advocacy with the city's broader state and grant strategies.

Grant Discovery, Strategy, and Support

Grant services will include:

- **Opportunity identification:** Identifying and mapping federal, state, and other grant opportunities.
- **Project readiness assessment:** Assessing project readiness, fit, and competitiveness for individual funding opportunities.
- **Application review:** Reviewing and editing grant applications, attachments, and supporting materials.
- **Grant staff coordination:** Coordinating with the city's grant-writing staff to strengthen submissions and expand capacity, if requested or needed.
- **Advocacy alignment:** Aligning grant applications with state and federal advocacy, agency engagement, and policy strategy.

Service Model

The proposed structure provides the city with:

- Two state lobbyists.
- Two grant support directors
- D.C. federal representation.
- A coordinated service model spanning local, Olympia, and Washington, D.C.

This approach gives the City more capacity across advocacy and grants without separating those functions into unrelated tracks. Policy, funding, appropriations, agency relationships, and grant development all work best when managed as part of one, combined strategy.

3. Timeline and Period of Performance

The period of performance for this SOW will start on October 6, 2026, and the work tasks are estimated to continue through the agreed upon duration of the contract in conjunction with 12.1. The specific timeline for the completion of any tasks and the period of performance may be modified by mutual agreement of Consultant and Client.

4. Compensation and Payment

Client shall pay for the Services in accordance with the terms of the Agreement. Client shall reimburse Consultant for any pre-approved expenses incurred in connection with the Services.

5. Client Contact

Consultant's point of contact with Client is the following individual (the "**Client Representative**"):

Name: Cody Melnrick
Title: AP/Procurement Specialist
Email Address: cmelnrick@libertylakewa.gov
Mailing Address: 22710 E Country Vista Dr. Liberty Lake, WA 99019

Client may update its Client Representative from time to time by providing written notice to Consultant. Consultant is entitled to rely upon the instructions and directions of the Client Representative on behalf of Client in connection with this SOW.

6. Client Responsibilities

Client agrees to reasonably cooperate with Consultant's requests for information or approval in connection with performance of the Services. Client further agrees to provide accurate information to Consultant to allow Consultant to make any necessary filings or disclosures required by law or applicable regulations in connection with the Services.

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

CLIENT:

The City of Liberty Lake

By: _____

Name: Cris Kaminskas

Title: Mayor

22710 E. Country Vista Dr.

Liberty Lake, WA 99019

CONSULTANT:

CAPITOL PATH CONSULTING LLC

By: John Culton

Name: John Culton

Title: Principal

Address: 24641 E. Mica Peak Road
Liberty Lake, WA 99019

AGENDA ITEM NO.: 15.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Resolution 02-047L Periodic Update to Personnel Manual

Dept of Origin: Finance and Admin Services

Dept. Head Approval: Kyle Dixon

Exhibit(s):
Personnel Manual Draft.10.2026, Resolution No. 02-47L

Expenditure Required	No
Budgeted	N/A
City Program	Human Resources

Summary Statement

A summary of updates to the City's personnel manual were provided via workshop discussion on 9/15. Redline copy included in packet.

Recommended Action

Adopt Resolution 02-047L.

PERSONNEL MANUAL

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Chapter 1

PURPOSE AND SCOPE

1.1 INTRODUCTION

Personnel policies serve as a general guide for the City's employment practices and procedures. Their purpose is to establish a means whereby fair treatment is extended to all employees in a consistent and equitable manner. Both ~~the employees and the employer should know their rights and responsibilities in relation to~~employees and the employer should know their rights and responsibilities regarding the work environment. These policies describe what the City provides employees in terms of benefits and support.

The City places the highest value on our employees and their ~~wellbeing~~well-being. We want to see that you are a satisfied employee with the support necessary to achieve the objectives of your position. Only in this manner can your contribution to the City be the most productive.

It is our belief that when consistent personnel policies are known and communicated to all employees, the opportunity for greater job satisfaction increases. We encourage you to read these policies. If you have any questions, please ask Human Resources. If you have ideas or suggestions for improvement, please share them as well ~~do the same~~.

1.2 INTENT OF POLICIES

These policies are not intended to be a contract, expressed or implied, any type of promise or guarantee of specific treatment in specific situations upon which you may rely, or as a guarantee of employment for any specific duration. Although we hope that your employment relationship with us will be ~~long term~~long-term, we recognize that things may not always work out as hoped. Please understand that no immediate supervisor or representative of the City has the authority to enter into any oral or written agreement with you for employment contrary to what has been stated here. The only individual who has the authority to enter into a written agreement with you is the Mayor. Verbal agreements will not be recognized. Washington State RCWs, WACs, and federal regulations will supersede policies in this personnel manual, whichever is more favorable to the employee.

These personnel policies apply to all City employees. In cases where these policies conflict with any City ordinance, Civil Service rule or regulation, bargaining agreement, state or federal law, the terms of that law or agreement prevail. In all other cases, these policies apply.

1.3 CHANGING THE POLICIES

As the need arises, the Mayor may modify these policies with Council approval. The City Council, by ordinance, shall enact any changes in compensation or benefit levels. The Mayor may deviate from these policies in an emergency or to achieve the primary mission of serving the City. Employees may request specific changes to the policies by submitting suggestions to the City Administrator or Mayor.

1.4 DEFINITIONS

Anniversary Date: The date of initial employment is used to determine seniority and other time-related personnel ~~action~~actions. The anniversary date is not changed for purposes of determining seniority.

Immediate Supervisor: An employee's direct report.

Immediate Family: Includes the employee's parents, spouse, child, stepchild, domestic partner, stepparent, sibling, parent-in-law, son or daughter-in-law, grandparent, or grandchild. This may apply to other relatives who share a dwelling with the employee.

Regular, Full-Time Employee: An employee who regularly works a minimum of 32 hours per week.

Regular, Part-Time 30 hours/week Employee: An employee who regularly works a minimum of 30 hours per week.

Regular, Part-Time Employee: An employee who regularly works less than 40 hours but at least 20 hours per week.

Temporary-Seasonal Employee: Employees who hold jobs of limited duration due to special projects, seasonal work, abnormal workloads, to fill in for an absent regular employee or for emergencies.

Contract Individuals: Individuals who hold jobs of limited ~~durations~~ duration due to special, emergency, or unforeseen circumstances, projects, or abnormal workloads. All contract personnel will sign a contract specifying terms of employment, duties, and responsibilities. Upon termination of the contract, the City makes no implied provisions for employment.

Chapter 2

GENERAL POLICIES AND PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

The City of Liberty Lake believes that every employee has the right to work in surroundings that are free from unlawful discrimination. It is our policy, notwithstanding any requirements of affirmative action, to hire, compensate, promote, train, transfer, discipline, discharge, and make all other employment-related decision without consideration of an employee's race, color, creed, sex (including pregnancy, childbirth and pregnancy-related conditions), sexual orientation, gender identity and expression, religion, age, national origin, disability, honorably discharged veteran or military status, genetic information,~~-~~, or any other basis prohibited by local, state or federal law. All employees of the City are prohibited from engaging in unlawful discrimination.

Any person who believes they are or have been subjected to discrimination by an employee of the City of Liberty Lake is encouraged to immediately bring the matter to the attention of the employee's immediate supervisor or the Human Resource Manager for investigation and appropriate action. Violations of this policy will be subject to discipline, up to and including termination.

2.2 REASONABLE ACCOMMODATIONS

The City of Liberty Lake complies with the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act, Pregnant Worker Fairness Act (PWFA) and all applicable state and local laws. Consistent with those requirements, the City will reasonably accommodate qualified individuals with disabilities if such an accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the organization, taking into consideration the nature and cost of the accommodation needed, the employer's financial resources, and the impact of the needed accommodation on the operation and on other employees and our citizens. When the disability and/or the need for accommodation is not obvious, the City may ask the individual for reasonable documentation about his or her disability and functional limitations.

The City of Liberty Lake is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the City will provide ~~a reasonable~~reasonable accommodation ~~of~~for an applicant or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement~~,~~ unless doing so would create an undue hardship on the City.

The policy applies to all aspects of the employment relationship, including the hiring process, promotions, job assignments, compensation, provision of leave, access to benefits, discipline, discharge, layoffs, etc. Qualified employees who believe that ~~a reasonable~~reasonable

accommodation is necessary for them to perform the essential functions of their current position or another position for which they have applied, may contact their immediate supervisor or the Human Resource Manager.

2.3 AT WILL EMPLOYMENT

The purpose of this personnel manual is to inform you of the City's policies and procedures. Your employment with the City is "at will," (barring a Collective Bargaining Agreement), which means that you are free to resign at any time for any reason or no reason; similarly, the City is free to conclude the employment relationship at any time, with or without cause, reason, or notice. No one has the authority to change or alter the "at will" relationship except the City Administrator or Mayor. Any change or alteration to an employee's "at will" status must be set forth in writing and must be signed by the City Administrator, Mayor, and the employee. The City has the right and responsibility to manage the workplace in such a way that the best interests of the City, and by extension, the best interests of all the employees who make up the organization are respected and protected. Any employee action or activity that violates this principle is in violation of this policy, and the employee will be subject to appropriate (at the City's sole discretion) disciplinary and/or remedial action up to and including termination.

In accordance with State law, no employee can simultaneously be employed by the City and serve as an elected official or appointed commissioner of the City. Liberty Lake employees are free to run for elected offices and appointed commission positions, but they must resign prior to being sworn into an elected or appointed position.

2.4 IDENTIFICATION OF EMPLOYEES

It is the policy of the City that an on-duty employee, working in the field, to the best of their ability, be visible and identifiable to the public. All City furnished uniforms or work clothing are to be maintained in a presentable manner by the employee. "Presentable manner" will be determined by the employee's director.

City-furnished uniforms always remain the property of the City, unless otherwise advised by the immediate supervisor and approved by the City Administrator or Mayor. If an employee is provided a uniform, the employee shall wear their uniform while on duty. An employee may wear City uniform items commuting between home and work, so long as the employee does not participate in any interim activity where the image and good name of the City might be negatively affected.

The outer garment of each uniform furnished by the City will bear the official insignia of the City, as well as any additional markings or emblems identified by the immediate supervisor. The immediate supervisor will determine the appropriateness of the employee's name and insignia location on the uniform.

All employees who come in direct contact with the public outside the City-owned buildings may be required to carry a City identification card. The card will contain name, title, department,

address, telephone number, and work location~~; and in some circumstances,~~ a ~~head and shoulders~~ photograph and certification that said person is an employee of the City of Liberty Lake.
All City issued identification, uniforms and other City-owned materials or property in the employee's possession must be returned to the City at the end of employment.

2.5 EMPLOYEE PERSONNEL RECORDS

A personnel file for each employee is kept at City Hall. An employee's personnel file contains the employee's name, ~~title and/or~~ position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee~~,~~ (including discipline), and other pertinent information. All medical information about employees shall be contained in a separate confidential file under double lock and key.

Each employee has the right to review their ~~employee~~ personnel file in the presence of the Human Resource Manager and may request, in writing, copies of any document ~~anything~~ in the file at no cost. In compliance with Washington State Law, if requested, employees will receive a copy of their personnel file(s) within 21 calendar days. If an employee wishes to review their personnel file, they should notify Human Resources to arrange a mutually agreeable time during regular business hours. An employee may request removal of irrelevant or erroneous information from their personnel file. If the City denies an employee's request to remove the information, the employee may file a written rebuttal or correction statement, which will be~~is~~ placed in the personnel file.

Personnel files are kept confidential to the maximum extent permitted by law. (Note: some documents contained in employee files are public record and must be released upon request by the public, including the press.)

2.6 EMPLOYMENT REFERENCES

Only the Human Resource Manager will provide employment references for current or former City employees. References will be limited to verification of dates of employment unless the employee has completed a written waiver authorizing additional information to be released.

2.7 HARASSMENT AND DISCRIMINATION POLICY

This policy applies to any employee, supervisor, or ~~outside third party with whom employees interact in performing their work.~~ any external third party with whom employees engage while carrying out their job duties.

Discrimination may take on many forms, including the following employment actions, if based on the individual's race, color, creed, sex (including pregnancy, childbirth, and pregnancy-related conditions), sexual orientation, gender identity and expression, transgender status, religion, age, national origin, disability, honorably discharged veteran or military status, families with children, genetic information,, or upon any other lawfully protected status:

- Eliminating individuals from opportunities to apply or interview for employment;
- Eliminating opportunities for transfers, raises, or promotions;
- Denying leave or other reasonable accommodation;
- Transferring an individual or modifying duties in a manner that has a negative impact on the employee;
- Discharging or laying off an employee; or
- Failing to respond to discrimination or harassment concerns leaving the employee no option but to quit his or her job.
- Discrimination based upon hair texture and protective hairstyles which are historically associated or perceived to be associated with race such as afros, braids, dreadlocks, and twists.

The focus of the law regarding unlawful harassment is the recognition that this activity is illegal precisely because it creates a barrier to equality in the workplace and is, therefore, a form of illegal discrimination. Harassing conduct aimed at an individual in one of the above protected classes-listed groups is unlawful and strictly prohibited. Harassment away from work, over social media, or during virtual meetings is also prohibited.

Unlawful harassment includes verbal and physical conduct having the effect of demeaning or harming another individual because of that person's race, color, creed, sex (including pregnancy, childbirth, and pregnancy-related conditions), sexual orientation, gender identity and expression, transgender status, religion, age, national origin, disability, honorably discharged veteran or military status, families with children, genetic information, or upon any other lawfully protected status.

Harassing conduct may include, but is not limited to:

- Physically assaulting, threatening, or verbally abusing another based on the person's sex, gender, sexual orientation, race, ethnic background, national origin, age, religion, disability or medical condition, or veteran status.
- Telling jokes, teasing, or using epithets or slurs aimed at people within one or more of these protected classes.
- Circulating writings, printed material, or cartoons meant to denigrate members of these protected classes.
- Displaying other offensive objects or symbols; and/or
- The deliberate misuse of an individual's preferred name, form of address, or gender-related pronoun.

Any employee who violates the City's policy will be subject to discipline, up to and including termination.

2.8 SEXUAL HARASSMENT POLICY

All employees of the City have a right to work in an environment free from sexual harassment. Therefore, the City will actively investigate all allegations of sexual harassment., ~~and i~~If it is

determined that sexual harassment has occurred, the City will take appropriate action, including discipline up to and including termination.

Sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either implicitly or explicitly, a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of prohibited conduct include but are not limited to efforts to trade sex for employment related benefits; objectionable verbal comments of a sexual nature; kissing sounds; off-color jokes, sexual slurs or innuendos; lewd language; displays of obscene literature or pictures, obscene gestures; repeated demands for dates; demands for sexual favors; discussions or questions about sex life; criticism of an employee with sex or gender as the basis for the criticism or the expression of negative attitudes about women or men as a class; standing too close; talking about or calling attention to another employee's body or sexual characteristics; any type of physical patting, massaging, pinching, hugging, or touching that is unwelcome or any combination of these.

Finally, such prohibited activity includes conduct carried out in person and via telephone, cellular phone, computer systems, electronic mail, social media, or any other means.

Any employee who violates the City's policy will be subject to discipline, up to and including termination.

2.9 COMPLAINT PROCEDURE

All employees have the right to work in an environment that is free from all forms of discrimination or harassment. The City is committed to providing a workplace free from harassment and discrimination. Harassment and discrimination based on race, color, creed, sex (including pregnancy, childbirth, and pregnancy-related conditions), sexual orientation, gender identity and expression, transgender status, religion, age, national origin, disability, honorably discharged veteran or military status, families with children, genetic information, or upon any other lawfully protected status is a violation of the City's policy, is strictly prohibited and will not be tolerated.

If you believe that you have been harassed or are the victim of discrimination, you should identify the offensive behavior to the alleged harasser and request that it stop. In the event you are not comfortable confronting the alleged harasser, or when such ~~informal direct~~direct informal communication is either ineffective or impossible, you should discuss your concern promptly with your immediate supervisor ~~or,~~ Human Resource Manager, or City Administrator if you are uncomfortable approaching your supervisor. In addition, any employee who has knowledge of

any incident of harassment prohibited by this policy is **required** to report such information to ~~your~~ their immediate supervisor or Human Resource Manager. The immediate supervisor must notify the Human Resource Manager of any alleged discrimination or harassment, sexual or otherwise.

If the immediate supervisor is involved in the harassment, or if after reporting the incident or concern, you believe adequate action is not being taken to resolve the concern, the matter should be brought to the attention of the Human Resource Manager, the City Administrator, or the Mayor. The complaint will be properly and promptly investigated, as per section 10.3. Any action that is necessary and appropriate to ensure the workplace is free of unlawful discrimination and harassment will be taken.

The City is committed to providing an environment that treats individuals with dignity and respect. Harassment, discrimination, or abuse of any employee is strictly prohibited, and the City will not tolerate such conduct by any individual, whether the individual is an employee, visitor, vendor, customer, or citizen. Such conduct may result in disciplinary action up to and including termination.

All retaliation is prohibited. Complaints made under this policy will not result in any adverse action against the complainant unless the complaint is proved to be knowingly false. No person who participates in an investigation will be treated adversely because of that participation. Except as reasonably necessary in the conduct of any City investigation of a complaint or any discipline resulting from, the City will attempt to keep all complaints confidential.

Chapter 3

RECRUITING AND HIRING

3.1 RECRUITING

Recruiting practices are conducted solely on the basis of ability, merit, qualifications, and competence, without regard to race, color, creed, sex (including pregnancy, childbirth, and pregnancy-related conditions), sexual orientation, gender identity and expression, transgender status, religion, age, national origin, disability, honorably discharged veteran or military status,, families with children, genetic information, or upon any other lawfully protected status or any other defined protected category.

Each applicant will complete and sign an application ~~form prior to~~before being considered for any position. Resumes may supplement, but not replace, the City's official application.

Any applicant supplying false or misleading information is subject to disqualification from hiring or termination, if hired.

3.2 HIRING

When a position becomes vacant and prior to any posting or advertisement of the vacancy, the City Administrator or Mayor, Human Resources, and the immediate supervisor should review the position, its job description, and the need for such a position. The position should be posted and/or advertised with the Mayor's approval. Seasonal employees in good standing may be offered return employment. The City Administrator, Chief of Police, City Clerk, and department director positions require Council confirmation.

The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined by the City. The City may contract any agency or individual to prepare and/or administer examinations. The City may also conduct certain background investigations. The City may also verify educational references made by an applicant prior to hiring. The City may require successful applicants for employment to take a pre-employment drug test and complete a background check once a conditional offer of employment has been extended. The City of Liberty Lake is a drug-free employer.

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid driver's license with any necessary endorsements, preferably from the State of Washington or Idaho (or the state in which the employee resides).

After a conditional offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to take a physical examination. The purpose of the examination is to determine if the individual can perform in the position, with or without reasonable accommodation.

3.3 TEMPORARY/CONTRACT EMPLOYEES

The City finds that both operational efficiency and fair and equitable employment practices are advanced using regular, career service employees where appropriate. Therefore, it is the policy of the City to have an ongoing, relatively stable, trained, and experienced workforce necessary to deliver services to the public. However, supervisors may use temporary employees or contract workers to meet peak and seasonal demand or to provide specialized skills. Temporary/contract employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Compensation/Benefits: Temporary/contract employees are eligible for overtime pay as required by law. Temporary/contract employees do not receive retirement, vacation, health insurance, paid holidays, or any other benefits during employment*.

*Except as required by State law: A temporary worker will receive 1 hour of sick leave for every forty hours worked. Unused sick leave is not paid upon separation.

3.4 NEPOTISM

The Immediate Family or such family members identified in Section 1.4 that live outside of the current City employees', Mayor, or City council members' home are not able to be employed by the City where:

1. One of the parties would have authority (or practical power) to supervise the other;

2. One party would handle confidential material that creates improper or inappropriate access to that material by the other; or

3. Other circumstances exist that might lead to potential conflicts among the parties or conflicts between the interests of one or both parties and the best interests of the City.

Change in Circumstances: If two employees marry, become related, or begin sharing living quarters with one another, it is the duty of the employees to give notice to the City of the relationship, and, in the City's judgment, it will determine whether a potential conflict exists as noted above. The City may, unless a reasonable accommodation cannot be made, find that one employee will not be entitled to remain as a City employee due to this nepotism policy.

3.5 PROMOTIONS

The City encourages promotion from within the organization whenever possible. Employees may apply for positions in which they are interested and qualified. Past performance, qualifications, abilities, skills, and job experience are important factors that are considered in the selection process of employees for promotion. Before advertising a position to the public, the City Administrator or the Mayor may choose to circulate a promotional opportunity within the City. The City, however, reserves the right to seek qualified applicants outside of the organization at its discretion.

After promotion to a new position, the employee must successfully complete a satisfactory 90-day probationary period, unless waived or reduced by the City Administrator or Mayor. In the case of unsatisfactory performance in a promotional situation, or if within the 90-day probationary period, the employee feels the promotion is not a good fit, the employee may request to be transferred to their previous position, which may be considered by the City.

Chapter 4

HOURS AND ATTENDANCE

4.1 WORK SCHEDULES

STANDARD WORKDAY AND NORMAL OPERATING HOURS

The standard workday and normal operating hours are as follows:

- City Hall Hours: Monday-Friday 8:00 a.m. to 5:00 p.m.
- Operations and Maintenance Hours: Monday-Friday 6:00 a.m. to 2:30 p.m.
- Police Department Office Hours: Monday-Friday 8:00 a.m. to 5:00 p.m.
- Trailhead Golf Course Hours: Monday-Sunday 9:00 a.m. to 5:00 p.m.**
- Municipal Library: Monday-Wednesday & Friday 10:00 a.m. to 6:00 p.m. Thursday, 10:00 a.m. to 8:00 p.m. & Saturday,10:00 a.m. to 4:00 p.m.

Working hours for the Police Department are defined in the Labor Agreement between the City of Liberty Lake and the bargaining unit.

Due to the nature of work and urgent matters, schedules may be adjusted, as determined by the immediate supervisor.

***Trailhead Golf Course and Operations and Maintenance hours are dependent on the season.*

ALTERNATIVE WORK SCHEDULES – City Hall employees

ELIGIBILITY: All regular, full-time employees of the City are eligible to request the available alternative work schedules as described in this policy. Full-time employees should be employed for a minimum of 90 days before requesting an alternative work schedule.

Final decisions on participation will be made by the immediate supervisor and will be based upon an objective review of the individual circumstances, the demands of the position, the needs of the department and the needs of the City. Should an alternative work schedule be granted, it is the responsibility of the immediate supervisor to ensure coverage for this request. The immediate

supervisor may rescind an employee's alternative work schedule at their sole discretion. At least two (2) weeks' notice will be given to the employee that their schedule will be adjusted. The immediate supervisor can adjust an employee's schedule for a short-term duration when scheduling issues arise within the department. The employee seeking an alternative work schedule must complete an Alternative Work Schedule request form from Human Resources.

An employee with a documented performance problem may be denied their request for an alternative work schedule, depending on the nature of the performance problem.

DEFINITIONS: For the purpose of the alternative work schedule policy in Section 4.1, the following terms are defined:

1) Compressed Work Week/Modified Compressed Work Week: Employees work a standard number of hours within fewer days during the same week, or each workday is an extra 30-60 minutes long.

2) 4/40: Four (4) 10-hour days each week.

3) 9/80: The 80 hours in a two (2) week period are scheduled over nine (9) working days. This schedule is reserved for exempt employees.

4.2 HOURS OF WORK AND OVERTIME

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA) and Washington Minimum Wage Act regulations.

For most City employees, the established work period is 40 hours within a 7-day work week. All personnel are responsible for accurately reporting all hours worked in the City's timekeeping system. Employees who have inaccurate or missed punches, need to complete a Timesheet Modification Form. These forms must be signed by the employee's supervisor and turned in by the next business day. Failure to meet the payroll deadline may result in hours not being paid until the following pay period. Employees failing to accurately record time worked are subject to discipline. Overtime must have prior approval of the immediate supervisor.

Non-exempt employees are entitled to additional compensation, either at the overtime rate of pay (calculated at one and one-half times the employee's regular hourly rate) or compensatory time off, when they work more than 40 hours per week. When computing overtime, time paid for but not worked (e.g., holidays, sick leave, and vacation time) is not counted as hours worked.

Employees may not use available accruals for days they are not scheduled to work.

Exempt employees do not receive either overtime pay or compensatory time.

Police Department employees, who are covered ~~in~~under the ~~Labor~~ Collective Bargaining Agreement, hours of pay and overtime are defined in the ~~Labor~~ Collective Bargaining Agreement between the City of Liberty Lake and the bargaining unit.

4.3 COMPENSATORY TIME

Non-exempt employees entitled to overtime pay may request compensatory time off instead of payment at the overtime rate of one and one-half times the employee's regular hourly rate. This time off is approved on an individual basis by the employee's immediate supervisor. Requests to convert overtime to compensatory time must be submitted to the employee's director via the Timesheet Modification Form, prior to the end of the pay period. Failure to submit the request by the end of the pay period will result in the hours ~~paid~~being paid as overtime. Compensatory time is not to be used within the same pay period ~~that~~ it is accrued.

Compensatory time is credited to the employee ~~with~~ at one and one-half times the hours worked in overtime. The maximum accruals of compensatory time shall be limited to 80 hours. After maximum accrual, overtime compensation will be paid.

Compensatory time should be used for short-term absences from work during times mutually agreed to by the employee and their immediate supervisor. If compensatory time is not used by December 31st~~the year end~~, the hours will be cashed out in the ~~last~~ first payday of ~~that~~ the new year.

Compensatory time will not accrue during the last pay period of the year.

4.4 ATTENDANCE

Punctual and consistent attendance is an essential function of every position and is expected for continued employment. Each immediate supervisor is responsible for maintaining an accurate attendance record ~~of~~for their employees.

Employees unable to work or unable to report to work on time should notify their immediate supervisor as soon as possible, ordinarily before the workday begins or within 30 minutes of the employee's usual starting time. Employees are responsible for reporting to work for their scheduled work hours each day. If the immediate supervisor is unavailable, the employee may leave a message with the City Administrator or Human Resource Manager, stating the reason for being late or unable to report to work. Providing notice does not necessarily guarantee an absence will be excused.

The City of Liberty Lake defines an unexcused absence as an employee taking time away from work that is not protected by any state or federal law, is not covered by any employer provided benefit (i.e. jury duty, comp time, sick time, vacation, floating holiday), or is not preapproved by the supervisor. Unexcused absenteeism may be subject to discipline.

If absent and when available, floating holiday, comp time and/or vacation must be used to cover the scheduled day, unless otherwise approved by the City Administrator in extensive circumstances.

An employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination. Employees who are absent due to illness for three (3) or more consecutive workdays may be required to provide a doctor's note. Employees who do not call into work or fail to work their scheduled shifts for three (3) consecutive days may be considered to have abandoned the job, pending extenuating circumstances.

4.5 UNUSUAL WEATHER CONDITIONS

During times of extreme weather, including wildfire smoke, excessive heat, or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety. The City will make every effort to be flexible with staff schedules.

An employee who is unable to get to work or leaves work early because of extreme weather conditions~~,~~ may charge the time missed to available accrued time off or take the day unpaid. The employee shall advise the immediate supervisor by phone, text, or email of late arrival or absence.

If an employee requests to leave early due to unusual weather conditions and no other indoor work is available, the employee must have the ~~supervisor~~ supervisor's or director's approval in advance.

4.6 BREAKS AND MEAL PERIODS

Employees are required to take one 15-minute rest break for every four (4) hours worked. All breaks will be arranged so that they do not interfere with City business or service to the public. 15-minute rest breaks cannot be combined. You will be given a minimum 30-minute unpaid meal break if a shift of five (5) or more hours is worked. Some schedules require a 60-minute unpaid meal break. Meal ~~–~~breaks will be scheduled by the employee's immediate supervisor. The scheduling of meal periods may vary depending on department workload. You must take your meal breaks unless a request for a waived meal period agreement is submitted and approved. Rest breaks and meal breaks cannot be combined. If an unforeseen circumstance arises and you miss your meal break, you must notify your immediate supervisor right away.

~~Uniformed~~ Commissioned o~~O~~fficers breaks and meal periods are defined in the ~~Labor~~ Collective Agreement between the City of Liberty Lake and the bargaining unit.

4.7 LACTATION

The City complies with all federal and state laws and regulations concerning breastfeeding and nursing mothers and provides assistance for nursing mothers who want to express and store breast milk at workplaces during business hours.

Employees who are nursing mothers can take reasonable break periods during the workday to express breast milk. Such nursing mothers can take breaks each time they need to express milk, beginning from the date of the nursing child's birth and for up to two years.

Employees who are nursing mothers can use their meal and paid rest break times for lactation purposes. Break times, other than paid rest breaks, that are used for lactation purposes are unpaid. Employees who are nursing mothers should discuss any need for extra break periods to express breast milk with their immediate supervisor.

4.8 CALL BACK

Employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back may be grounds for disciplinary action, up to and including termination. Employees called back to duty will be paid their appropriate rate of pay for hours worked and the overtime rate for hours worked over the applicable overtime threshold. Employees will receive a minimum of two (2) hours' pay if called back. Employees on standby do not qualify for call back pay.

All police employees are subject to call back in emergencies as defined in the Labor Agreement between the City of Liberty Lake and the bargaining unit.

4.9 STANDBY

If an employee is instructed by their immediate supervisor to be available for work when called, the employee will be compensated at the Washington State minimum wage for each hour the employee is required to standby. The employee shall report to work in ready condition. A standby employee who is called out will be paid at the rate of one and one-half times their regular hourly rate for the duration of the call out. A minimum of two (2) hours will be paid for each call out.

If an employee is called out on a holiday, the employee will be paid two (2) times their regular hourly rate.

4.10 PAYROLL RECORDS

The official payroll records are kept by the City Treasurer. Immediate supervisors shall certify and approve regular hours worked, overtime hours worked, and leave taken for employees within their department, through the City's timekeeping system.

4.11 DIRECT DEPOSIT

The City encourages all employees to participate in direct deposit. When enrolling in direct deposit, the employee shall provide a signed Direct Deposit Agreement Form along with a voided check or appropriate documentation from the employee's banking institution. Should an employee need to update their direct deposit information, the employee should contact Human

Resources and return the signed Direct Deposit Agreement Form in person. Electronic or verbal requests for direct deposit changes will not be honored.

Chapter 5

COMPENSATION

5.1 SALARY SCHEDULES AND SALARY SURVEYS

Salary Schedule~~:~~ ~~The~~**:** The Salary Schedule is proposed by the Mayor and approved by the City Council. The salary schedule shall include salaries for non-bargaining personnel as well as salary grades negotiated by employee representatives.

New employees normally start their employment at step 1 of the salary schedule. However, the Mayor may place a new employee at a higher step when the employee's experience, training, or proven capability warrant, or when prevailing market conditions require a starting rate greater than the lowest step.

The purpose of step increases is to recognize performance and years of service with the City of Liberty Lake. Based on performance reviews and to the extent that the budget allows, salary adjustments for non-bargaining personnel may receive a step increase at the beginning of each calendar year. ~~Step increases for new hires require a minimum of 90 days of employment in the previous year. Therefore, i~~If hired or promoted after September 1st, a step increase may not occur until the beginning of the second year, unless specifically negotiated and outlined in the Mayor's offer letter.

Each job classification has ten ~~-~~(10) steps. Once the employee has reached the top salary step of their pay range, one (1) additional floating holiday will be provided to the employee.

The salary schedule for the Liberty Lake Police Department will be negotiated separately.

The Mayor may propose, and the City Council may grant, an across-the-board cost-of-living adjustment, raising the salaries of all positions by a specified amount. The Mayor, on an individual basis, may grant a one-step pay adjustment over a two-year period, up to step ten (10).

Note: All promotions, pay changes, and employee status changes (Full-time/Part-Time) must take effect at the beginning of the next pay period.

Salary Surveys: To be fair to all employees and provide competitive salary schedules, the City may conduct salary surveys of "like" positions. Adjustments to ~~in~~ the salary range will take place during the budget process.

5.2 PREMIUM PAY-CDL

If an employee is required to hold a Commercial Driver's License (CDL) as part of their employment, they will receive a pre-determined premium in addition to their regular base wage. Positions that require a CDL are subject to Department of Transportation (DOT) regulations. Employees who hold a CDL, but it is not required ~~of~~ for their position, will not receive premium pay.

5.3 PAYDAYS

City employees are paid semi-monthly. On the 10th and 25th of each month. Mid-month payroll draws are prohibited under IRS Regulations. Modifications to paydays must be approved by the City Council prior to implementation.

If a payday falls on a weekend, employees will be paid on the Friday before the weekend. If a payday falls on a holiday, employees will be paid on the last banking business day before the holiday.

5.4 DEDUCTIONS

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee or by statute.

5.5 TRAVEL AWAY FROM THE CITY

All City business related travel outside of Spokane County must be approved in advance by the City Administrator, Mayor, or immediate supervisor. If City vehicles are unavailable, and private automobiles are used, employees will be reimbursed for mileage at the prevailing federal rate. When applicable, travel to and from meetings and conferences should be scheduled during work hours. When it is necessary to travel outside of working hours, non-exempt employees will be compensated for travel time, consistent with Sections 4.2 and 4.3 of this policy. For additional information, contact the Finance Director.

5.6 COMPENSATION UPON TERMINATION

When an employee's employment with the City has ended, the employee will receive the following compensation on the next regularly scheduled payday:

1. Regular wages for all hours worked up to the time of termination, which have not already been paid.

2. Any overtime pay that is due.

3. A lump sum payment of any accrued but unused vacation, up to 240 hours, and any unused compensatory time.

4. If an employee has an outstanding 401(A) loan, it becomes due and payable upon separation from service.

Any accrued sick leave shall not be paid out to an employee upon termination~~,~~ ; however, if a former employee is rehired within 12 months, the city will reinstate unused sick leave.

5.7 EMPLOYEE UNIFORM ALLOWANCE

Non-bargained, ~~full-time~~full-time, city employees who may need to wear protective footwear during the course of their work will be compensated on an annual basis in a manner identified in the City's Financial Management Policies for replacement footwear. Eligible employees include the Public Works Department, Building Inspectors, Code Enforcement Officer, Parks Maintenance positions, and any additional staff with prior authorization by the City Administrator.

5.8 VEHICLE ALLOWANCE

In consideration for the use of a personal vehicle, the City provides a monthly vehicle allowance for the Mayor, City Administrator, and upon approval, Department Directors. Vehicle allowance is provided in lieu of reimbursement for expenses incurred or expected to be incurred for using a personal vehicle for City business related to travel, including insurance and deductibles in the case of an accident within a ~~30 mile~~30-mile vicinity of the City of Liberty Lake. Those receiving a monthly vehicle allowance will not be allowed to drive a city vehicle. Compensation will be provided in accordance with the vehicle allowance policy included in the City's Financial Management Policies.

Chapter 6

PERFORMANCE EVALUATIONS AND TRAINING

6.1 PERFORMANCE EVALUATIONS

To achieve the City's goal to train, promote, and retain the best qualified ~~employee~~ employees for every job, the City conducts quarterly ~~annual~~ performance evaluations for all positions. The City Administrator or Mayor is responsible for developing and maintaining the City's performance evaluation program. ~~Employees shall be evaluated by their immediate supervisor, a minimum of once every 12 months~~.

A. Performance evaluations are not a disciplinary tool.

B. However, for the limited purpose of promotions, the City may use performance evaluations as a basis to promote, where all other promotional criteria are basically equal.

C. All performance evaluations should be conducted by the employee's immediate supervisor at a minimum of once every quarter.

D. The employee may write a response within 30 days that will be placed with the performance evaluation in the employee's personnel file.

E. While performance evaluations are not subject to grievance, it is understood that the employee may consult with the immediate supervisor concerning a challenged evaluation.

6.2 TRAINING POLICY

The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge, and abilities directly related to City employment or to obtain/maintain required licenses and certifications. Opportunities may include, but are not limited to on-the-job training, in-house workshops, conferences, and seminars sponsored by other agencies or organizations.

6.3 TRAINING TIME AND EMPLOYEE WAGES

When a City employee attends training workshops, seminars, or classes during regular work hours, the employee will be paid their regularly compensated salary and/or hourly wage. Travel to and from training events should occur during working hours.

Chapter 7

BENEFITS

7.1 EMPLOYEE PAID BENEFITS

~~City paid~~City-paid employee benefits include medical, dental, vision, group basic life insurance, dependent life insurance, an employee assistance program (EAP), and long-term disability. All

regular, full-time, and regular, part-time 30 hours/week employees may participate in these programs.

The City will pay a percentage of premium costs for each regular, full-time employee and each regular, part-time 30 hours/week employee. Regular, full-time employees are required to pay 10% of the premium cost, as a payroll deduction for medical and dental insurance. Regular, part-time 30 hours/week employees are required to pay 25% of the premium cost, as a payroll deduction for medical and dental insurance.

The City must maintain a 75% employee participation rate for medical coverage. Employees do have the option to "opt out" as long as the City maintains 75% participation. Availability to opt out is on a first come basis. Coverage for dependents is optional.

Health Reimbursement Arrangement (HRA)

The City will contribute to an HRA VEBA Medical Reimbursement Plan on behalf of all regular, full-time and regular, part-time 30 hours/week employees. Contributions shall be based on the annual medical deductible of each employee, the City's finances each year and ability to contribute to the HRA VEBA. Contributions will be prorated upon the date of hire for the first plan year. Employees who submit a resignation with a January end date or who are terminated prior to the first council meeting in January, will not be eligible to receive the annual HRA VEBA contribution, unless prior approval has been received by the City Administrator or Mayor.

Opt out contributions are as follows: Regular, full-time employees will receive 100% of the HRA VEBA opt out amount. Regular, part-time 30 hours/week employees will receive 75% of the HRA opt out amount.

Upon voluntary separation from the City *and* after ten (10) years of employment, the City will deposit 25% of accrued sick leave, up to a maximum of 420 hours, into the employee's HRA VEBA account. The remaining sick accrual will be forfeited.

Bargained employees will follow the HRA VEBA sick leave deposit as outlined in the Collective Bargaining Agreement.

Additional Health Reimbursement Arrangement (HRA)

As the budget allows, the City may offer an additional HRA benefit known as a "bridge" to offset eligible out-of-pocket medical expenses, after the medical deductible is met.

7.2 RETIREMENT BENEFITS

The City determines employees who are eligible for retirement per the guidelines described in the Washington State Department of Retirement Systems (DRS) Handbook that is applicable to the employee's job classification.

Regular, ~~uniformed~~commissioned officers ~~employees~~ in the police department are covered by the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). All non-represented employees participate in the Public Employees' Retirement System (PERS). The State of Washington determines eligibility, benefit levels, and contribution rates.

Employees leaving employment should contact Public Employees' Retirement System (PERS) at (800) 547-6657 or for Police Personnel, the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF) at (800) 547-6657 to coordinate retirement benefits upon separation.

Social Security Replacement: ~~-~~In lieu of contributions to the Federal Social Security Program, the City of Liberty Lake has an authorized 401(a) retirement plan administered by a City selected provider. Guidelines are described in the provider's plan agreement.

7.3 OPTIONAL RETIREMENT BENEFITS

457 Deferred Compensation Plan: All regular full-time, part-time 30 hours/week and ~~uniformed employees~~ commissioned officers can voluntarily contribute to a 457 Deferred Compensation Plan, notwithstanding any potential contributions to the LEOFF. The City does not match any contributions to this plan.

401 Money Purchase Plan: ~~—~~All regular, full-time employees and ~~uniformed employees~~ commissioned officers who qualify~~,~~ can participate in the 401(a) Loan Plan.

Employees must contact the plan provider for detailed information and guidelines regarding this program.

Termination, Retirement, Layoff: For eligible employees who terminate, retire, or are laid off, all benefits discontinue on the last day of the month.

7.4 DISABILITY BENEFITS

All employees are covered by the state Workers' Compensation Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses.

The City's insurance provider offers long-term disability coverage for all regular, full-time employees and regular, part-time, 30 hours/week employees for off-the-job injury or illness.

7.5 WORKER'S COMPENSATION

Absence for on-the-job injury covered by Worker's Compensation may be charged to any of the injured worker's paid leave banks.

An employee using paid sick leave and simultaneously receiving compensation from Labor & and Industries (L&I), will only utilize sick leave that, when added to the compensation from L&I, is equal to the employee's regular salary.

Employees utilizing paid sick leave and receiving compensation from L&I will have sick leave "buy back" calculated by payroll and a future paycheck(s) will be reduced by the corresponding value of the Worker's Compensation payments to restore the corresponding value of sick leave that was used upon expiration of all accrued sick leave, the employee may elect to use any other accrued leave. However, when the L& I temporary disability check is received, only sick leave will be subject to "buy back".

Members of the LEOFF 2 retirement system are entitled to an additional supplemental benefit as provided under RCW 41.04.500 beginning on the sixth calendar day~~,~~ after the date of injury, for a maximum period of six (6) months. This supplemental benefit applies when a LEOFF 2 employee is using sick leave and results in less sick leave being deducted from the employee's accrual when the "buy back" is calculated by payroll.

7.6 UNEMPLOYMENT COMPENSATION

Washington State Employment Security Department (ESD) makes the determination if an individual qualifies for unemployment, not the City. ESD requires the individual to apply for unemployment. Based on the information provided by both parties, ESD will determine whether an individual will be awarded unemployment.

7.7 COBRA RIGHTS

Upon an employee's separation from City employment, at the employee's option and expense, the employee may be eligible to continue City health insurance benefits to the extent provided under federal COBRA regulations.

Chapter 8

HOLIDAYS AND LEAVE

8.1 HOLIDAYS

All regular, full-time employees receive an eight (8) hour paid holiday, and regular, part-time 30 hours/week employees receive a six (6) hour paid holiday for the following recognized holidays:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Juneteenth (June 19th)
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Native American Heritage Day (Day After Thanksgiving)
Christmas Eve
Christmas Day

Any holiday falling on Saturday will be recognized on the preceding Friday. Any holiday falling on a Sunday will be recognized on the following Monday. Pursuant to WAC 357-31-030, "When a holiday falls on an employee's regularly scheduled day off, the employer must provide that employee an in-lieu of holiday as follows:

1) Designate the prior or the following workday as the holiday;
2) Allow the employee to request an alternate workday to observe as a holiday."

The employer requires that the employee request an alternate day off within the same week as the holiday. If the holiday is not taken, it will be forfeited.

Any employee on vacation or sick leave during a holiday will not be charged for vacation or sick leave for that day. If an employee is on a leave of absence and utilizing available accruals for the week of the holiday, they will receive holiday pay for the scheduled holiday.

Employees who are required by their immediate supervisor or by shift schedules to work on a recognized holiday shall be paid at an amount equal to one and one-half times their hourly rate for time worked on that ~~holiday, or~~holiday or will have the option to take another day off scheduled within the work week.

~~Uniformed~~ Commissioned o~~O~~fficers holiday hours and shifts are defined in the Labor Agreement between the City of Liberty Lake and the bargaining unit. If an ~~employees~~employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with the immediate supervisor's approval, take the day off using vacation, or compensatory time.

8.2 FLOATING HOLIDAYS

All regular, full-time employees will be issued floating holidays based ~~upon~~ on the ~~below table~~table below. Floating holidays are prorated based ~~upon~~ on the quarter in which the employee was hired. Floating holidays must be used before the last day of the pay period, of the calendar year, and will reset in January the following year. Floating holidays cannot be rolled over into the next year and are not cashed out upon separation of employment. As a result, floating holidays should be used before vacation leave. Floating holidays cannot be used upon termination or resignation, unless approved prior to notice.

Quarter Hired	Number of Floating Holidays
1st Quarter (Jan-Mar)	4 Floating Holidays
2nd Quarter (Apr-Jun)	3 Floating Holidays
3rd Quarter (Jul-Sept)	2 Floating Holidays
4th Quarter (Oct-Dec)	1 Floating Holiday

All regular, part-time 30 hours/week employees will be issued floating holidays based ~~upon~~ on the ~~below table~~table below. Floating holidays are prorated based ~~upon~~ on the quarter in which the employee was hired. Guidelines pertaining to usage and separation of employment are the same as above.

Quarter Hired	Number of Floating Holidays
1st Quarter (Jan-Mar)	3 Floating Holidays
2nd Quarter (Apr-Jun)	2 Floating Holidays
3rd Quarter (Jul-Sept)	1 Floating Holiday
4th Quarter (Oct-Dec)	0 Floating Holidays

8.3 VACATION LEAVE

Regular, full-time employees will receive vacation based on years of service, according to the following schedule. Vacation accrues each pay period, and it will begin to accrue as of the date of hire. Negative vacation balances are not allowed.

Length of Service	Annual Vacation Days
0 to 4 years	12 days (4 hours accrued each pay period)
5 to 9 years	15 days (5 hours accrued each pay period)
10 to 14 years	18 days (6 hours accrued each pay period)

15 to 19 years	21 days (7 hours accrued each pay period)
20+ years	23 days (7.67 hours accrued each pay period)

Part-Time 30 hour/week employees will accrue three (3) hours per pay period.

At the discretion of the City Administrator or Mayor, an employee's years of service for vacation accrual purposes may be calculated based on previous relevant service. Credit of up to 50% may be given for related career service up to a maximum of five (5) years credit. This credit must be negotiated prior to hire.

If an employee is unable to take all vacation available, accruals can be carried over to the following year up to a maximum of 240 hours. To request a vacation accrual carryover exceeding 240 hours, the employee must provide a written memo signed by the immediate supervisor and with approval by the Mayor. This memo can be requested by contacting Payroll and must be turned in by the 15th of December. Please be sure to account for any accruals earned or used through the December 31st pay period on the memo. Vacation accrued above the 240-hour maximum will be forfeited.

The City asks that employees be fully disengaged from work duties during their vacation time. Employees are strongly encouraged to be free from any work-related tasks, communications, and responsibilities while on vacation. In rare cases of emergencies that require the employee's immediate attention, the employee may be contacted. However, such instances should be the exception and not the norm.

Vacation leave benefits may be used to supplement benefits received through the Washington Paid Family and Medical Leave program.

Vacation Leave for all police department personnel is defined in the Labor Agreement between the City of Liberty Lake and the bargaining unit.

An employee will be paid for unused vacation up to a maximum accrual of 240 hours (6 weeks) upon separation from the City.

8.4 SICK LEAVE

All regular, full-time employees will have 40 hours of sick leave available for their immediate use following their date of hire. Employees will begin to accrue sick leave at 4 hours per pay period, starting on the sixth month pay period.

All regular, part-time 30 hours/week employees will have 30 hours of sick leave available for their immediate use following their date of hire. Employees will begin to accrue sick leave at 3 hours per pay period, starting on the sixth month pay period.

A seasonal/temporary worker will receive 1 hour of sick leave for every 40 hours worked.

Sick leave for police department personnel is defined in the Labor Agreement between the City of Liberty Lake and the bargaining unit.

Employees will not be paid for unused sick leave upon leaving City service for any reason. If a former employee is rehired within 12 months, the city will reinstate up to 40 hours of unused sick leave. Sick leave cannot be used upon termination or resignation, unless approved prior to notice.

Allowable uses of sick leave:

Sick leave covers those situations in which an employee is absent from work due to:

1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);

2. The need to care for the employee's immediate family members. Family members included in this policy are defined as a child or parent (including biological, adopted, foster, step, legal guardian, or other legal relationship recognized by the statue), spouse, registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or any individual who regularly resides in the employee's home or where the relationship creates an expectation that employee care for the person and that individual depends on the employee for care.

3. Medical or dental appointments for the employee or an immediate family member who needs assistance to go to such appointments;

4. Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others.

5. Use of a prescription drug that impairs job performance or safety or the use of over-the-counter medication.

6. Additional leave beyond bereavement leave for a death in the immediate family may be authorized by the City Administrator or the Mayor.

7. Worker's Compensation pay differential: Employees on Worker's Compensation may use sick leave (or other accrued leave) for a maximum of six months to bring their total monthly income to 100% of their regular salary. The status of the employee shall be reviewed at three months and six months. Following review, the City Administrator or the Mayor may, if exceptional circumstances warrant an extension, extend the period for which an employee may use sick leave for the balance of their salary.

8. When your absence from work qualifies under the state's Domestic Violence Leave law (see section 8.14 for further guidance).

9. When your workplace or your child's school or daycare has been closed by a public official for any health-related reason or after the declaration of emergency by a local or state government or agency, or by the federal government (does not include closures for inclement weather).

10. To allow employees to prepare for or participate in any judicial or administrative immigration proceeding involving the employee or employee's family member .

A doctor's certificate may be required when an employee is absent for an illness or injury for a period in excess of three (3) days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs the employee's ability to perform the job.

If the employee does not intend to use sick leave for their absence, the employee may be subject to discipline for the absence.

8.5 SICK LEAVE DONATION

In the event an employee or a member of an employee's immediate family suffers an unexpected serious illness that threatens to use up all the employee's sick leave, other City employees may voluntarily donate some of their accrued sick leave hours to that employee. Employees donating sick leave must maintain a minimum balance of 40 hours of sick leave for their use. All sick leave donations must be approved by the City Administrator or the Mayor.

Donations may only be made after the recipient has used up their sick leave, all their accrued compensatory time, and all but 40 hours of vacation time; and, when appropriate, has made application for state industrial and/or long-term disability coverage.

Donations shall be made on an as-needed basis. At the end of each pay period, the City payroll shall calculate the number of hours needed based on a regularly scheduled pay period for the recipient employee. Other employees may then donate hours to help cover, but not exceed, the number of hours needed for that specific pay period. If donations of sick leave cover the number of hours necessary, the recipient will be paid their salary. In the event donations do not cover the number of hours equivalent to the regularly scheduled pay period, the recipient employee will be paid hourly at their own hourly rate for the number of donated sick hours received and for any hours actually worked.

In that long-term disability payments are incrementally reduced when sick leave or other payment is made to an employee, sick leave donations shall cease when the recipient employee becomes eligible for ~~long term~~long-term disability.

If or when an employee becomes eligible for Worker's Compensation payment and meets the criteria above, sick leave donations may be made each pay period, up to six (6) months, to cover the difference between the Worker's Compensation payment and the employee's full salary.

Following review, the City Administrator or Mayor may, if exceptional circumstances warrant an extension, extend the period for which an employee may receive sick leave donation for the balance of their salary.

8.6 LEAVE OF ABSENCE

City employees may request a leave of absence from work. Requests for leave of absence will be granted at the City's discretion, based on operational needs and the reasons for the request. Additional consideration may include the employee's length of service, performance, responsibility level, history of leaves, legal mandates, and the City's ability to obtain satisfactory replacement during the time the employee would be away from work. The City reserves the right to investigate all requests for leave and cancel any leave that may be contradictory to the information presented by the requesting employee. Failure to comply with notification and documentation requirements may result in a denial or postponement of leave and denial of payment of time away from work benefits.

The Human Resource Manager should be consulted prior to any final approval, denial, or postponement of leave.

The City of Liberty Lake will comply with all laws regulating leaves of absence, including the Family Medical Leave Act (FMLA) and Washington Paid Family and Medical Leave (PFML).

When an exempt employee is on an approved leave of absence and accruals are not utilized, the employee's salary for that pay period will be calculated at the daily rate for all days not worked. The same calculation will apply upon return from an approved leave of absence.

When an employee of the City police department is on an approved leave of absence, the employee will be required to return all department issued equipment. Upon return from approved leave, the department equipment will be reissued to the employee.

Employee Benefits During Periods of Approved Leave of Absences:

The City will continue the employer's share of the premiums for medical and dental coverage up to the maximum number of weeks allowed during the approved leave. However, City payment of the employer's share of coverage is conditioned upon return to work. Except in certain circumstances, if the employee terminates employment before returning from leave, the City may recover all insurance payments made while the employee was on leave.

If an employee is normally required to pay for part of the medical and dental insurance premiums, mutually acceptable arrangements for payment of the employee's share of the premiums must be made to ensure the continuation of coverage. Medical and dental premiums are due by the 25th of each month. Sick and vacation leave shall not accrue during a period of unpaid leave unless earned by meeting the requirements 8.3 and 8.4. Paid holidays shall not be provided to employees on unpaid leave.

If an employee is utilizing accruals during their leave of absence, they will continue to receive accruals for each pay period accruals are utilized. Employees on a leave of absence who use accruals during the week of a holiday will be paid for any regularly paid holiday within that week. Employees not utilizing accruals will not receive accruals or ~~holidays paid~~holiday pay.

Employees on an approved leave of absence who are not receiving a paycheck will need to work directly with the Department of Retirement Systems (DRS) to potentially buy-back service credits during the time that the employee was on a leave of absence.

Job Protection Provisions:

If an employee returns to work within the agreed upon time of leave, the City will make every effort to reinstate the employee to their former position or an equivalent position with equivalent pay, benefits, status, and authority.

8.7 FAMILY AND MEDICAL LEAVE (FMLA)

Family and Medical Leave (FMLA), as defined under federal law, will be granted for a period of up to twelve workweeks in any rolling (12) twelve-month period for eligible employees for the reasons listed below. Each new request for FMLA leave will be individually considered, including how much leave, if any, has already been taken toward FMLA entitlement. In accordance with federal law and the City policy, FMLA leave may run ~~concurrent~~ concurrently with any other leaves for which the employee may be entitled. The Human Resource Manager can assist with further information.

- To care for the employee's child after birth, adoption, or foster care placement.
- To care for an employee's spouse, child, parent, or registered domestic partner, who has a serious health condition, whether the condition requires continual or intermittent leave.
- For the employee's own serious health condition, whether the condition requires a continual or intermittent leave.
- For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty, whether the need for leave is continuous or intermittent.
- For military care leave, an employee is entitled to up to twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, child, parent or next of kin.

An eligible employee is an employee who has been employed by the City of Liberty Lake for at least 12 months (the 12 months need not be consecutive, subject to certain exceptions) and worked at least 1,250 hours in the preceding 12 months.

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day or a partial day, periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or workday, resulting in a reduced work schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 workweeks to care for an injured or ill service member over a 12- month period). FMLA can be taken on an intermittent basis, allowing the employee to work on a less than full-time schedule if required by a health care provider.

Spouses who are both employed by the City of Liberty Lake are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 work weeks (or 26 work weeks if leave to care for a covered service member with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

NOTE: If any employee requires leave for a reason that qualifies for both Washington PFML and federal FMLA leave, these leaves may (or must) run concurrently, depending on the leave. If an employee takes FMLA leave for a reason that is also covered under WA PFML, but the employee chooses not to apply for WA PFML, the City will offset the amount of FMLA used against the employee's future job protection rights under WA PFML. If an employee requests FMLA, the City will provide the necessary notices to employees that indicate the FMLA offset. Please direct questions related to this policy to Human Resources.

8.8 WASHINGTON PAID FAMILY AND MEDICAL LEAVE (WA PFML)

Employees who need to take leave from ~~miss~~ work due to family or medical reasons may be eligible for Washington Paid Family and Medical Leave (WA PFML) benefits. WA PFML benefits are administered through the Washington State Employment Security Department (ESD). Employees who experience a qualifying event or whose family member experiences a qualifying event must apply for benefits through ESD.

- **Bereavement Leave**: Eligible employees can use WA PFML during the 7 calendar days following the death of a qualifying family member. A qualifying family member is an individual for whom the employee would have qualified for medical leave for the birth of their child or for family leave to bond with their child after birth or placement for adoption.

- **Post-Natal Leave**: For the 6 weeks after birth ("post-natal" period), any individual eligible for WA PFML benefits for an incapacity due to pregnancy or for prenatal care is presumed to be on *medical* leave, unless the employee chooses to use *family* leave during that period. Employees do not need to obtain a certification of a serious health condition to qualify for paid leave benefits during the post-natal period.

Notice of Use of PFML:

If an employee's need for family or medical leave is expected, ~~they are required to~~ the employee must provide the City with at least 30 days' advance *written* notice. Notice should be given to Human Resources for verification purposes. If the leave is unexpected, the employee must give the City notice as soon as they are able. Written notice should state that the employee needs to take paid family or medical leave and ~~about how long he or she~~ an estimate as to how much leave the employee expects to ~~be gone~~ use. E-mails, text messages, and handwritten notes are all acceptable forms of written notice.

Employees may use employer-provided paid time off benefits to supplement benefits received through the PFML program.

8.9 JURY AND WITNESS LEAVE

Jury Duty: The City provides all employees leave with pay for the full period of jury duty service. Payment provided by the courts during the period of paid jury duty leave must be turned over to the City, excluding expense reimbursement such as mileage. You must provide your immediate supervisor with a copy of the jury duty summons as soon as possible after receiving it, as well as proof of jury service upon completion.

Employees who are called for jury duty and report on their regularly scheduled shift, will be paid the hours they would have received for a regular scheduled workday. Employees to are called for jury duty on a regularly scheduled day off will be paid for the duration of time served at jury duty.

Witness Duty: All employees summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness in a case involving the City.

8.10 VOTING LEAVE

All employees should be able to vote before or after regularly scheduled work hours. However, if this is not reasonable due to work hours, the City will grant the employee up to two (2) hours of paid time off from the employee's work schedule~~,~~ to vote in federal, state, or municipal elections.

8.11 MILITARY LEAVE (USERRA)

The City is proud to employ and has a commitment to support those who serve in the military. An employee who is a member of an organized unit of the United States military reserve or National Guard shall be granted leave with pay, in accordance with Federal and State Law, so that the employee may report for active duty, when called, or take part in active training duty in such manner and at such time as the employee may be ordered to active duty, active training, drills, reservists or guard duties. Any authorized leave in excess of the days permitted by Federal and State Law will be charged pursuant to other applicable federal and state laws or to leave without pay or annual leave at the option of the employee.

Upon receipt of orders for active or reserve duty, employees should notify their immediate supervisor and the Human Resource Manager as soon as possible and submit a copy of the military orders (unless they are unable to do so because of military necessity or it is otherwise impossible or unreasonable).

For additional information about the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and the agency that enforces it, please see the labor law poster in your work area or contact Human Resources.

Military Family Leave

During a period of military conflict, an employee is entitled to leave under this section when a spouse or domestic partner who is a member of the armed forces of the United States, National Guard, or reserves has been notified of an impending call or order to active duty or has been deployed.

a) Period of Military Conflict – means a period of war declared by the United States Congress, declared by executive order of the president, or in which a member of a reserve component of the armed forces is ordered to active duty pursuant to either sections 12301 and 12302 of Title 10 of the United States Code or Title 32 of the United States Code.

The employee shall be granted a total of 15 days of unpaid leave per deployment after the military spouse or domestic partner has been notified of an impending call or order to active duty and before deployment or when the military spouse or domestic partner is on leave from deployment.

An employee returning from military family leave shall be restored to a position of employment in the same manner as an employee returning after Family and Medical Leave pursuant to the City's personnel policies. Benefits during this period of unpaid leave will be subject to the City's qualification for benefits rule of the personnel policies. An employee may continue benefits in the same manner as an employee on Family and Medical Leave.

An employee who seeks to take leave under this chapter must provide notice to the City Human Resource Manager, within five (5) business days of receiving official notice of an impending call or order to active duty or of a leave from deployment of the employee's intention to take leave under this chapter.

An employee who takes leave under this section may elect to substitute any of the accrued leave to which the employee may be entitled for any part of the leave under this section.

8.12 WASHINGTON STATE MILITARY FAMILY LEAVE ACT

An employee who works twenty (20) or more hours per week and is legally married to or is the registered domestic partner (RDP) of an individual who is a member of the armed forces, National Guard or reserves may take up to fifteen (15) days of unpaid leave per deployment to prepare for their spouse's/RDP's deployment or while the spouse/RDP is on leave from

deployment. To take this leave, the employee must notify the employer of their spouse's/RDP's impending call or order of active duty within five (5) business days of the time the notice was received. During the leave, the employee may utilize any earned and accrued paid leave available. At the end of the leave period, the employee may return to his or her job or an equivalent position.

8.13 BEREAVEMENT LEAVE

The City provides regular, full-time employees with paid bereavement leave of up to three (3) working days ~~upon~~ following the death of an immediate family member, including the miscarriage or still birth of the employee's child. For the purpose of this section only, immediate family includes step-siblings and brothers/sisters-in-law. One of the three (3) days of bereavement may be used in the future to attend the memorial service of the immediate family member. Additional bereavement leave of two (2) paid days may be granted by the City Administrator or the Mayor. An employee is not paid for any day off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked their regular work schedule during the leave.

8.14 DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING, OR HATE CRIME LEAVE

Leave Entitlement

An employee who is the victim of, or who has a family or household member who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or hate crime, may take reasonable leave from work, including continuous, intermittent, or reduced schedule to participate in legal, law enforcement, medical services, obtainment of supportive services needs to ensure their personal safety or the safety of family or household members. Family and household members are defined as an individual whose relationship to the employee can be classified as child, spouse, parent, parent-in-law, or person whom the employee has a dating relationship.

Employees may utilize any of their paid time accruals for absences related to domestic violence leave.

If employees have any questions about this leave or whether it applies to their circumstances, they should contact the Human Resource Manager.

Notice

In the case of any leave, the City asks that employees provide advance notice of their intent to take leave, up to 30 days, if possible. When advance notice cannot be given because of emergency or unforeseen circumstances related to domestic violence, sexual assault, ~~or~~ stalking, or hate crime, the employee or designee should provide notice to the City no later than the end of the first day that the employee takes such leave.

Verification

The City may request information to verify the requested leave qualifies under RCW 49.76. If such verification is requested the employee must provide verification within a reasonable time frame. Verification may include items such as court orders of protection, police reports or employee statements or documentation verifying the relationship between the employee and family or household member.

The types of information that may provide verification are:

- A police report;
- An order for protection or other evidence from the court or prosecutor where the employee or family member appeared, or is scheduled to appear, in court;
- Documentation from a victim advocate, an attorney, a member of the clergy, or a medical or other appropriate professional; or
- An employee's written statement.

If leave is taken to assist or care for a family member, the familial relationship may be substantiated by a statement from the employee, a birth certificate, a court document, or other similar documentation.

Once verification is received, the City will seek no further information from the employee. In general, any information provided will be held confidential. This includes the fact that the employee or family member is a victim of these crimes, the employee has requested or obtained leave, and any written or oral statement, documentation, record, or corroborating evidence provided by the employee.

The City may disclose the information only if:

- Requested or consented to by the employee;
- Ordered to do so by a court or administrative agency; or
- Otherwise required by applicable federal or state law.

Protection from retaliation

No employees will suffer any reprisal or retaliation because they have been a victim of these crimes or if they have ~~has~~ requested and/or taken leave pursuant to this policy.

8.15 PREGNANCY DISABILITY LEAVE AND ACCOMMODATION

Pregnant employees may be entitled to accommodation or leave under federal and/or state law. Employees needing to request accommodation or leave under federal or state law should speak with Human Resources as soon as possible. Depending upon the nature of the request, the employer may require medical certification to understand the nature of the employee's

limitations and/or verify that the individual is incapacitated due to pregnancy, childbirth, or a related condition.

Pregnant Workers Fairness Act

Employees with a known limitation related to pregnancy, childbirth, or related medical conditions may be entitled to accommodation, unless such accommodation will cause undue hardship to the employer.

~~Such e~~Employees who are granted leave as a reasonable accommodation under the PWFA are entitled to return to their same position unless holding ~~open~~ the position open for the duration of leave would impose an undue hardship to the employer or the employee is no longer qualified for the position upon return from leave.

This leave is unpaid. The employee ~~must utilize available vacation and/or~~ may utilize available ~~accrued sick leave~~ accruals during this time.

Benefits normally provided during periods of paid leave will be available. If, ~~and/~~or when leave is no longer paid, health insurance benefits will need to be paid privately by the employee, ~~cease as in keeping with cases~~ as is the case ~~of other~~with other unpaid leaves. Should pregnancy disability status continue beyond the point of paid leave, the employee will receive a COBRA notification to allow her to continue health insurance benefits at her own cost for up to eighteen (18) months.

The employee must respond and follow the requirements of notice to obtain this benefit.

When the employee is no longer disabled, the employee is entitled to return to the same or equivalent position, unless this is no longer possible due to City necessity. The City may, at its discretion, request certification from the employee's health care provider, releasing them to return to work.

8.16 VOLUNTEER EMERGENCY SERVICES LEAVE

Volunteer firefighters, reserve officers, and civil air patrol members are entitled to unpaid leave related to an alarm of fire or emergency service operation. An employee who serves in such a capacity, regardless of whether reimbursed for their service, is not subject to discipline and may not be retaliated against for a late arrival or absence from work when responding to, working at, or returning from a fire alarm or emergency call, or participating in an emergency service operation defined as a search and rescue mission designated by the air force rescue coordination center, disaster relief or humanitarian services when requested by FEMA or DHS; United States air force support designated by the first air force, and counter drug missions. Participating in training or other nonemergency activities is not protected by statute or this policy.

8.1~~7~~6 LEAVE OF ABSENCE WITHOUT PAY

The City Administrator or Mayor may grant leave of absence (three (3) or more consecutive days) without pay for absence from work, for up to a 30-day duration, if not covered by any other leave. Requests and approval must be made in writing. Situations for which such leave may be granted would be in the interest and welfare of the City and are not solely for the employee's personal gain or profit. Employees who fail to return to their position at the end of the agreed upon leave of absence shall be deemed to have resigned from employment with the City unless there are extenuating circumstances approved in advance by the City.

8.18~~7~~ ADMINISTRATIVE LEAVE

The City Administrator or the Mayor has the authority to approve administrative leave. To be compliant with State or Local law, administrative leave will be evaluated to determine if the administrative leave is paid or unpaid. ~~Uniformed~~ Commissioned o~~O~~fficers will follow the Liberty Lake Police Department Policy Manual for administrative leave.

EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.1 GENERAL CODE OF CONDUCT

All City employees are expected to represent the City to the public in a professional, courteous, efficient, and helpful manner. Employees must maintain a clean, neat, and professional appearance appropriate to their work assignment or position. Inappropriate attire will be addressed by the immediate supervisor, City Administrator, or the Mayor.

Since a proper working relationship between employees and the City depends on job performance, professional conduct, and behavior by each employee, the City has established certain minimum standards of personal conduct.

Among the City's expectations ~~are, but~~are but not limited to: Basic tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from immediate supervisors; preserving and protecting the City's equipment, grounds, facilities, and resources; and providing orderly and cost-efficient services to City citizens. The City relies on each employee's good judgment and sense of responsibility as the principal source of guidance for conducting day-to-day duties and responsibilities.

To function as efficiently as possible, the City may ask you to perform other duties outside your regular assignments.

To make the most efficient use of personnel, the City also reserves the right to modify your work assignments and the duties originally assigned. If these arrangements become necessary, the best cooperation is expected from employees.

9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

Employees shall not, directly or indirectly, engage in any outside employment or financial interest ~~which~~ that may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform their assigned City job. Examples include, but are not limited to, the following:

1. Outside employment that prevents the employee from being available to work for the City beyond normal working hours;

2. Employment that is conducted during the employee's work hours with the City.

3. Non-City employment that utilizes City telephones, computers, supplies, facilities, or any other resources or equipment;

4. Non-City employment with a firm ~~which~~ that has contracts with or does business with the City;

5. Non-City employment which may reasonably be perceived by members of the public as a conflict of ~~interest~~interest, or which otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment, or self-employment~~,~~ may do so only after obtaining prior written approval from their immediate supervisor and the City Administrator or Mayor. The City is the primary employer, and as a result, City duties must be fulfilled first. Employees should contact Human Resources to obtain the Outside Employment Approval Form.

In accordance with State law, no employee can simultaneously be employed by the City and serve as an elected official or appointed commissioner of the City. Liberty Lake employees are free to run for elected offices and appointed commission positions, but they must resign prior to being sworn into an elected or appointed position.

9.3 REPORTING IMPROPER GOVERNMENTAL ACTION

General Policy:

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, this policy was created to encourage employees to disclose any improper governmental action taken by City officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution.

Key Definitions:

- Improper Governmental Action: An action by a City officer or employee that is undertaken in the performance of the official's or employee's official duties, whether or not the action is within the scope of the employee's employment, that is in violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.

  "Improper Governmental Action" does not include personnel actions (hiring, firing, complaints, promotions, and reassignment, for example). In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

- Retaliatory Action: Any material adverse change in the terms and conditions of an employee's employment.

- Emergency: A circumstance that, if not immediately changed, may cause damage to persons or property.

Procedure for Reporting Improper Government Action

City employees who become aware of improper governmental actions should follow this procedure:

1. Bring the matter to the attention of the immediate supervisor if the supervisor is not involved in the alleged wrongdoing. Bring the matter to attention in writing, stating in detail the basis for the employee's belief that an improper action has occurred. This should be done as soon as the employee becomes aware of the improper action.

2. Where the employee believes the improper action involves the immediate supervisor, the employee may raise the issue directly with the City Administrator or the Mayor.

3. The City Administrator or Mayor shall promptly investigate the report of improper government action. After the investigation is completed (within 30 days of the employee's report), the employee shall be advised of the results of the investigation, except personnel actions taken because of the investigation may be kept confidential.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, or if the improper action involves both the Mayor and the City Administrator, the employee may bypass the above procedure and report the improper action directly to the appropriate government agency responsible for investigating the improper action.

Employees may report information about improper governmental action directly to an outside agency if the employee reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper governmental action occurred, or that insufficient action was taken by the City to address the improper action or that for other reasons the improper action is likely to recur.

List of Government Agencies

Spokane County Prosecuting Attorney
1100 W Mallon Ave
Spokane, Washington 99260
(509) 456-3662
www.spokanecounty.org/332/prosecuting-attorney

Washington State Office of the Attorney General
1125 Washington St SE
Olympia, Washington ~~98501~~ 98504-0100
(360) 753-6200
www.atg.wa.gov

List of Government Agencies Continued

Washington State Auditor's Office
302 Sid Snyder Ave SW~~, Suite 200~~
Olympia, Washington ~~98501~~ 98504-0021
(564) 999-0950
www.sao.wa.gov

Human Rights Commission
1330 N. Washington St, #2460
Spokane, Washington 99201
(509) 568-3196
www.my.spokanecity.org/bcc/commissions/

Washington State Department of Labor and Industries
901 N. Monroe St, Ste. 100
Spokane, Washington 99201
(509) 324-2600
www.lni.wa.gov

U.S. Environmental Protection Agency (EPA), Region 10
Criminal Investigations
1200 6th Ave, Ste.155
Seattle, Washington, 98101
(206) 553-1200
www.epa.gov/aboutepa/epa-region-10-pacific-northwest

Protection against Retaliation

It is unlawful for a local government to take retaliatory action because an employee, in good faith, provided information that improper government action occurred or was reasonably perceived to have occurred. Employees who believe they have been retaliated against for reporting ~~an improper~~improper government action should follow this procedure:

1. Employees must provide a written complaint to the immediate supervisor within thirty (30) days of the occurrence of the alleged retaliatory action. If the immediate supervisor is involved, the notice should go to the City Administrator or the Mayor. The written complaint shall specify the alleged retaliatory action and the relief requested.

2. The City Administrator or the Mayor shall investigate the complaint and respond in writing within thirty (30) days of receipt of the written complaint.

3. After receiving the City's response, the employee may request a hearing before a state administrative law judge (ALJ) to establish that a retaliatory action occurred and to obtain appropriate relief under the law. The request for a hearing must be delivered within the earlier of either fifteen (15) days of receipt of the City's response to the charge of retaliatory action or forty-five (45) days of receipt of the complaint of retaliation to the Mayor for response.

4. Within five (5) working days of receipt of a request for hearing, the City shall apply to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. At the hearing, the employee must prove that a retaliatory action occurred by a preponderance of the evidence in the hearing. The ALJ will issue a final decision not later than forty-five (45) days after the date of the request for hearing unless an extension is granted.

Policy Implementation

The City Administrator or the Mayor is responsible for implementing these policies and procedures. This includes making the policy available to any employee upon request and providing the policy to all newly hired employees. Supervisors are responsible for ensuring the procedures are fully implemented within their departments.

Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including termination.

9.4 POLITICAL ACTIVITIES

City employees, outside working hours, may participate in political or partisan activities of their choosing, provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge, or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, a contribution for a partisan political cause.

The City strongly requests that political comments and opinions ~~are~~ not be discussed in the workplace. This pertains to all elections.

Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

9.5 ~~NO SMOKING, VAPING, AND CHEWING TOBACCO POLICY~~ NICOTINE-FREE WORKPLACE

The City of Liberty Lake is committed to providing a safe and healthy work environment and to promoting the health and well-being of its employees. As such, the City is a nicotine-free workplace. The use of nicotine products ~~prohibits smoking~~, including cigarettes, vaping devices, nicotine pouches ~~and~~ chewing tobacco, and any other nicotine-containing products, is prohibited in ~~in~~ all City facilities, outbuildings, vehicles, offices, parks, or facilities rented or leased by the City, including individual employee offices, except when a nicotine-contacting produce or device

is being used a medically necessary device or treatment. Smoking and nicotine materials must be secured, extinguished or disposed of prior to entering City property or exiting private vehicles.

9.6 PERSONAL POSSESSIONS

The City furnishes desks, lockers, and/or other office related equipment. However, we do not assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, and personal belongings brought onto City premises, if necessary, without notice.

The City also furnishes computers and cellphones for use in conducting City business. Because the computers and cellphones are for City business, the City reserves the right to review the contents of any files or documents on the computer, including contents of any electronic mail. City computers are not for personal use.

9.7 TECHNOLOGY RESOURCE USAGE POLICY

The following policies define appropriate use of the City of Liberty Lake network, computers, all related peripherals, software, electronic communications, and Internet access. They apply to the access of the City's network and use of computing technology resources at any location, from any device, via wired or wireless connection. They apply to all users of City technology resources regardless of employment status. Access to all networks and related resources requires that each user be familiar with these policies and associated work rules. The City of Liberty Lake authorizes the use of computing and network resources by City staff, contractors, volunteers, and others to carry out legitimate City business. All users of City computing and network resources will do so in an ethical, legal, and responsible manner. All use of technology resources must be consistent with the intent and requirements of all City policies and work rules. Technology resources may not be used to facilitate the operation of a personal business.

This document does not attempt to address every possible situation that may arise. Best practice and common sense should be exercised while using City technology resources. This document provides policies and general rules for appropriate use of resources, compliant with public record regulations.

Permitted Personal Use

During work hours, Limited Internet, ~~on-line~~online services, and personal e-mail communications are permitted subject to the following limitations:

- Such use shall not occur on city time but is permitted before and after hours and during breaks.
- Such use is permitted only to the extent that the City does not incur user charges.

- Personal use remains subject to the prohibited and inappropriate use policies in Section 9.7.

Network Usage

Approval must be obtained when connecting devices to the City's network. This includes:
PCs, hubs, printers, scanners, remote connections, and other wireless or wired devices.
Use of hardware on the City's network requires written approval from the City Administrator or Mayor. Approved devices with hardware must be disconnected from the network prior to using the modem.

Personal software or devices may not be loaded or attached to any City-owned equipment without written authorization by the City Administrator or Mayor and approved by the Information Technology Department (IT Department).

Intruding or attempting to intrude into any gap in system or network security is prohibited. Sharing of internal information to others that facilitates their exploitation of a gap in system or network security is also prohibited. If you encounter or observe a gap in system or network security, report the gap immediately.

Obey the privacy and rules governing the use of any information accessible through the network, even if that information is not securely protected.

All users are responsible for ensuring that they are scanning attachments and downloaded materials for viruses prior to opening.

Use of the network via any connection (e-mail, application, Internet, etc.) to access or download large non-business-related files is prohibited. Examples include video, audio, MP3 files, and games.

Transmission, distribution or storage of any information or materials in violation of federal, state, or municipal law is prohibited. Software that is copyrighted or licensed may not be shared or illegally distributed. Copyright violations are federal offenses that may result in civil and criminal penalties to employees and the City of Liberty Lake.

Internet/Intranet Usage

- This technology usage policy outlines appropriate use of the Internet/Intranet. Usage shall be primarily focused on business-related tasks.

- When using the Internet or other means of communication keep in mind that you are representing the City. Comments made should be reflective of City policy unless expressly indicated otherwise.

- Use of the Internet, as with use of all technology resources, should conform to all City policies and work rules. Visiting "adult" or sexually oriented websites, sites associated

with hate crimes, violence or other crimes that create discomfort in the workplace and have no legitimate business value is prohibited unless deemed necessary by law enforcement personnel for investigative or intelligence gathering purposes. Filtering software will be actively used to preclude access to inappropriate websites. Attempts to alter or bypass filtering mechanisms are prohibited.

- The supervisor or designee may limit Internet connection time and bandwidth. Using "push" technology or other "subscriber" technologies that employ continuous or extended connections to the Internet or produce high volumes of email communications is prohibited.

Email Usage

- Email must follow the same code of conduct as expected in any other form of written or face-to-face communication.

- Messages sent or received via email are public records and must meet the same standards as if they were tangible documents or instruments. Users must manage their email in accordance with record retention policies and procedures as defined by the City Clerk's office.

- Email accounts must be managed within assigned capacities. Messages shall be backed up and stored to alternative locations (like a hard drive or back-up disk) on a regular basis by the City's IT Department.

- The City provides staff access to and support of the Exchange/Outlook email system.

User Accounts

Each user is responsible for establishing and maintaining a password that meets City requirements. Without the expressed authorization of the user, the use of another person's account or attempt to capture another user's password is prohibited. Each user is responsible for restricting unauthorized access to the network by logging out of their computer account when leaving their computer unattended. If you discover unauthorized use of your account, immediately report it to the IT Department.

Monitoring and Employee Privacy

The City owns all data stored on its network and systems (including email, voicemail, any data on city owned cell phones, including photos and text message and Internet usage logs) and reserves the right to inspect and monitor all such communications at any time. The City may conduct random and requested audits of employee accounts to ensure compliance with policies and requirements, to investigate suspicious activities that could be harmful to the organization, to assist Departments in evaluating performance issues and concerns, and to identify productivity or related issues that need additional educational focus within the City. Internet and email communications may be subject to public disclosure and the rules of discovery in the event of a

lawsuit. The City's Internet connection and usage by individuals are monitored. There is no right to privacy in an employee's use of City technology resources.

Social Networking Sites, Blogs & Forums

We respect employees' freedom to use the internet, weblogs (blogs), web forums, social networking, and social media sites as they feel appropriate while off duty using their personal equipment. Use of social media also presents certain risks and carries certain responsibilities. Keep in mind that online communications and conduct that adversely affects an employee's or co-worker's job performance, our visitors, vendors, customers, or citizens may result in disciplinary consequences, up to and including termination.

Based on these concerns, employees should remember these points when using these systems:

- These systems may not be used to threaten, harm, harass, stalk, invade privacy, publish private facts, defame, or infringe intellectual property of any entity or person, including our employees, and others with whom we work or have a business relationship. Should an employee believe that he or she is being subjected to threats or criminal harassment related to his or her work with us that is carried out by any means, including electronic or social media means, the employee should report those concerns to their immediate supervisor right away.

- These systems may not be used to violate the City's workplace discrimination or harassment policies by discriminating against or creating a hostile work environment for others with whom employees work, including co-workers, clients, vendors, and suppliers. Should an employee believe that he or she is being subjected to workplace discrimination or workplace harassment carried out by any means, including electronic or social media means, the employee should report those concerns to his or her immediate supervisor right away.

- Employees may not use work facilities, equipment, or time to develop, design, maintain, update, or make entries on these personal sites, blogs, forums, or social networks.

- Employees may express their individual views or beliefs but should do so in a way that makes clear they are not speaking on behalf of the City when doing so. In instances in which it may be difficult or misleading as to whether the post is made on behalf of the City, the employee must use a disclaimer to state he or she is not authorized to speak for the employer and make clear that any opinions expressed are the employee's and are not the views of the City.

- Use of social networking sites, blogs, forums, or other networks must not violate the employee's duty of loyalty and noncompetition to the employer. Similarly, social

networking and/or internet-based activities may not interfere with the employee's work commitments.

- At all times, employees are responsible for protecting any confidential information, including medical information, to which they have had access to through their work. The employer's confidentiality policies apply to all communications, both personal and professional.
- These systems may not be used for illegal or unethical purposes. The City may monitor its facilities and systems for compliance with this policy and may monitor the internet and various sites for the use of its name, copyrights, marks, website, other intellectual property, and any other associated inappropriate material. Employees who violate this policy are subject to disciplinary action up to and including termination. The fact that this policy does not specifically identify a particular site or technology does not limit the extent of the application of this policy.

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act such as discussing wages, benefits or terms and conditions of employment, raising complaints about working conditions for their and their fellow employees' mutual aid or protection or legally required activities.

Administration, Reporting and Violations

Departments share responsibility for monitoring appropriate implementation of these policies and requirements. Supervisors are responsible for determining all disciplinary actions that may stem from violations of these policies and requirements. Actions that demonstrate a clear disregard for these policies and requirements and that result in damage or serious disruption to the City's network, systems, services, or data may result in discipline, up to and including termination.

As with any set of policies or rules, exceptions will be granted and documented on a case-by-case basis. These require authorization from the Department involved.

Any employee who observes or suspects a violation of these policies and requirements, particularly those that relate to security of the City's network, systems, and data, should immediately report these concerns to their immediate supervisor and IT Department.

9.8 CITY ISSUED ELECTRONICS

If the City issues an employee an electronic device, including cellphones, the employee is not to wipe, lock or factory reset the device, including when returning the device upon separation of employment. The City may withhold final payout if a returned device is not consistent with the policy. If the issued devices or accessories become damaged, contact the City's IT Department immediately for the appropriate next steps.

Employees are required to provide device passcodes to the City's IT Department. This is to ensure that the City has access to City-issued devices, as necessary.

Any changes to passcodes must be reported to the City's IT Department.

9.9 CONTACT WITH THE NEWS MEDIA

The City Administrator, Mayor, and designated supervisor shall be responsible for all official contacts with the news media during working hours, including answering questions from the media. The City Administrator or Mayor may designate specific employees to give out procedural, factual, or historical information on subjects.

9.10 USE OF CITY VEHICLES AND EQUIPMENT

The use of City phones and cellular phones for local personal phone calls should be kept to a minimum. Other City equipment, including vehicles, should be used by employees for City business only. Unless otherwise authorized, the immediate supervisor may allow an employee to drive a City vehicle home when that employee is on call, if call-in is anticipated, or for reasons that will improve City service or efficiency. The City vehicle, in this case, should remain at the employee's home unless used after hours on official City business. An employee's misuse of City services, telephones, vehicles, equipment, or supplies can result in disciplinary action, up to and including termination.

Employees who operate a City vehicle must report all parking violations, traffic violations and accidents to their supervisor immediately. Employees are responsible for paying their own parking and traffic violations.

9.11 SEAT BELT POLICY

Per Washington State law, anyone operating or riding in City vehicles must always wear a seat belt. Employees who receive a citation for failure to follow the law will be responsible for payment of the ticket and may be subject to disciplinary action.

9.12 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific City positions, an employee will be required to hold a valid Washington State or Idaho State Driver's license and must be insurable. If an employee's license is revoked, suspended, or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify their immediate supervisor and will be suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to the immediate supervisor. Depending on the duration of

license suspension, revocation, or other inability to drive, an employee may be subject to disciplinary action, up to and including termination.

9.13 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by the City may not solicit survey, petition, or distribute literature non-related to City business on City premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. An exception is community-based fund-raising efforts.

2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time such as before or after work or during meal or break times. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. Employee break areas are considered a non-work area under this policy.

9.14 SAFETY

Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Employees shall promptly report all unsafe or potentially hazardous conditions to their immediate supervisor. The City will make every effort to remedy problems as quickly as possible. In case of any accident, employees shall immediately notify their supervisor. If the supervisor is unavailable, the Human Resource Manager, the City Administrator, or the Mayor must be notified.

The City will provide all necessary personal protective equipment (PPE) as required by Washington State Department of Labor & Industries to employees. In addition, the City will also provide sunscreen and bug spray at no additional cost to employees.

It is the policy of the City to comply with all statutory obligations for the prevention of exposure to bloodborne pathogens. Therefore, employees shall follow the policy and procedures outlined in the Bloodborne Pathogen Exposure Control Plan.

As per Washington State Department of Labor & Industries, the City will maintain a written Accident Prevention Program and Safety Policy to address safety and health hazards found in the workplace.

Employee safety depends on the safety consciousness of everyone. To facilitate a safe work environment, employees may not bring dangerous weapons of any kind to the workplace. This includes, but is not limited to, weapons for which employees have a valid permit. The only

exception to this rule involves law enforcement positions for which the job requires possession of dangerous weapons.

9.15 ACCIDENT OR INCIDENT REPORTING

~~Work related~~Work-related injuries, illnesses, and incidents must be reported to your supervisor on the day of the event. These must be reported even if no injury or property damage occurs. The City requires notification of "near misses" ~~in an effort to~~to continually evaluate and improve the safety of employees. The injured employee must complete the Employee's Report of Injury Form and return the form to their supervisor for additional information. The completed report must be returned to Human Resources.

Any employee seeking medical attention for an injury is required to provide Human Resources with a copy of all paperwork provided to the employee by the medical provider. Decisions regarding modified/~~light duty~~light-duty accommodations will be made by the immediate supervisor and Human Resources.

9.16 DRUG-FREE WORKPLACE POLICY

~~The Drug-Free Workplace Act prohibits the manufacturing, distribution, dispensation, possession and use of unlawful drugs or marijuana or alcohol on City premises or during work hours by City employees.~~ The Drug-Free Workplace Act prohibits the manufacture, distribution, dispensation, transfer, purchase, use, possession, consumption, or be under the influence of illegal drugs, cannabis, alcohol, other intoxicants, or controlled substances on City premises or during work hours by City employees, as well as being under the influence of such substances while on duty.

Employees requiring or using prescription or over-the-counter medication that could compromise the safety of the employee or others, should confirm with their healthcare provider or prescriber that the medication will not impair the employee's ability to perform their job in a safe and secure manner. If the use of such medication could impair or compromise the safety of the employee or others, the employee must advise Human Resources before reporting to work and the employee and City will evaluate and utilize proper procedures to avoid unsafe work practices.

Employees must notify the City within five (5) days of any citation, arrest, conviction, guilty or no-contest plea, or forfeiture of bond or bail under any criminal drug laws. The City will review the circumstances to determine whether a violation of this policy has occurred. Failure to comply with the Drug-Free Workplace Act and/or failure to successfully complete a rehabilitation program may result in termination.

All authorized drivers who operate City vehicles that require a CDL are subject to the FMCSA's controlled substance and alcohol regulations.

9.17 CAMERAS IN THE WORKPLACE

The state of Washington prohibits the recording of conversations or meetings unless the consent of all parties involved is obtained.

The City reserves the right to install security cameras in the workplace, including work areas for specific business reasons, such as security, theft protection or protection of proprietary information. The City may find it necessary to monitor work areas with security cameras where there is a specific job or business related reason to do so. The City will do so only after first ensuring that such action is in compliance with state and federal laws.

Employees should not have any expectation of privacy in work-related areas.

Public meetings will be recorded.

9.18 PURCHASE CARDS

As per the Purchase Cards Policy (Ordinance No. 84-A), the bank card, merchant card or fuel card are provided to employees based on their need to purchase City-related goods and services or for authorized travel related expenses. A card may be revoked at any time. The card is not an entitlement nor reflective of title or position. Any personal charges on a card could be considered misappropriation of City funds since the cardholder/card user cannot pay directly. Disallowed charges are to be repaid before the card billing is due and payable. Cardholders/card users are expected to comply with internal control procedures to protect City assets. This includes keeping receipts, reconciling monthly statements (if applicable), and following proper card security measures.

A lost or stolen card should be reported immediately to the Administrative Services Department. A cardholder must surrender their card(s) upon termination of employment.

Chapter 10

DISCIPLINE AND TERMINATION

10.1 CONDUCT SUBJECT TO DISCIPLINARY ACTION

The City's success in providing excellent service to the citizens and maintaining a good relationship with the community depends on our employees. Disciplinary action can be imposed on a case-by-case basis and is not intended to be punitive but rather to maintain the efficiency of day-to-day operations and to improve the employee's performance.

There are certain kinds of actions ~~which~~ that cannot be permitted to occur because of their impact on other employees and on the City. Such offenses may result in termination on the first occurrence. Before a final decision is made on a discharge, the City will investigate, as discussed later in this chapter. This section is not intended to modify the "at will" nature of your employment with the City. Examples of offenses, which should not be deemed all inclusive, but may result in termination, include:

1. Theft, misappropriation, or removal of City property or the property of employees or citizens.

2. Knowing, intentional, or repeated falsification on any application for employment or any report, record, timesheet, or City records.

~~2.~~3. Intentional use of sick leave for purposes not permitted under the "Allowable Use of Sick Leave" policy.

~~3.~~4. Soliciting and/or accepting payment, gifts, or any item of value for services performed during the regular workday, whether the services are performed on behalf of the City and whether or not City vehicles or equipment are used.

~~4.~~5. Willful alteration, destruction, or waste of City property, facilities, records, or equipment, wherever located, or the destruction of another employee's property.

~~5.~~6. Possession, consumption, or being under the influence of alcohol or a controlled substance ~~Use of drugs and/or alcohol on the job or under the influence of drugs and/or alcohol~~ while on the job.

~~6.~~7. Giving or taking a bribe of any nature that influences the outcome of official city business, including obtaining or retaining a job or position.

~~7.~~8. Threatening, intimidating, coercing, or interfering with supervisors or other employees.

9. Altercations, physical fighting or physical threats against another.

~~8. Deliberate attempts to injure another employee or fighting on City property.~~

~~9.~~10. Sleeping during regular working hours.

~~10.~~11. Unauthorized possession of firearms, explosives, or any dangerous weapons while performing City work.

~~11.~~12. Participating in an unauthorized work stoppage or ~~slow down~~slowdown.

~~12.~~13. Unwelcome racial, sexual, or other harassment or discrimination directed toward another employee.

~~13.~~14. Recklessness resulting in an accident while on duty or while driving a City vehicle.

~~14.~~15. Habitual lateness, absence without proper notification, unprotected excessive absenteeism, loitering, goofing off, or failing to assist others in a work situation.

~~15.~~16. Violation of the City's telephone or computer policies.

~~16. Smoking cigarettes, vaping, or chewing tobacco in an unauthorized area or causing a fire or creating a biohazard.~~

17. Failure to report an accident or an occurrence causing damage to City, customer, or public property in a timely fashion; failure to properly secure the City facilities.

18. Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work.

19. Concealing defective work.

20. Failure to observe safety practices or to wear safety clothing.

21. Lying, dishonesty, and deliberately damaging City property.

22. Failure to immediately report an accident or work-related injury.

23. Violation of any of the provisions of applicable federal or state law relating to political activities.

~~23.~~24. Working off the clock, wage theft, or other unauthorized alteration of time records.

~~24.~~25. Negligent, reckless, or knowing violation of any of the provisions discussed within the personnel manual.

26. Violation of any lawful order, directive, or policy of a superior, including but not limited to directors, managers, supervisors, the City Administrator, or Mayor.

~~25.~~27. Failure to treat individuals, including employees, visitors, vendors, customers, or citizens with dignity and respect.

~~26.~~28. Any other conduct deemed unbecoming of a City employee.

10.2 PROGRESSIVE DISCIPLINE

Discipline may be administered in increasing degrees. If the violation is the employee's first violation, and depending on its nature, a verbal warning should start the disciplinary process. Each additional violation brings a higher level of discipline, such as a written warning, suspension, or discharge. However, certain offenses are so serious in nature that they will result in more severe levels of discipline, bypassing lower levels, and could possibly proceed up to immediate termination. The employment relationship is at will and may be ended at any time, with or without notice, and with or without cause.

As ~~is~~ noted above, disciplinary concerns arise where performance falls below expected standards. Additionally, such concerns arise where behavior violates the law or City rules and policies.

Examples of Progressive Discipline

1. Verbal Warning: This discipline is the first and lowest level. It places the employee on notice that improvement is needed. If issued, a memo for documentation will be placed in the employee's personnel file.

2. Written Warning: This second level may be for more serious violations or when there has been no correction from the Verbal Warning.

3. **Suspension:** The third level is for more severe violations or when there has been no correction from the Written Warning.

10.3 INTERNAL INVESTIGATION

Scope

This internal investigation policy focuses on the protocols essential to conducting an effective internal investigation. The City is committed to thoroughly and accurately ascertaining the facts of any misconduct allegation during an investigation to obtain a fair outcome for those involved. Therefore, the purpose of this policy is to be just and equitable, to help promote fairness, order, and consistency in the investigation of any allegation. ~~Uniformed~~ Commissioned o~~O~~fficers will follow the Liberty Lake Police Department Policy Manual for internal investigation guidelines.

This policy is designed to ensure that internal investigations, regardless of the scope, are prompt, effective, ~~well-managed~~well-managed, that the findings are responsibly addressed, and to establish all the facts of the case before any decision is made by leadership. Your cooperation during the investigation will aid the City in discovering relevant information. The purpose of an internal investigation is to establish if there is a reasonable belief that the allegations occurred.

Allegations of misconduct can come from a variety of sources. When faced with allegations of misconduct, regardless of the source, it is essential for the City to take immediate action to determine:

- If the allegations have merit.
- The scope and cause of the alleged misconduct.
- If there is a need for government reporting or potential for civil liability.
- The measures needed to remedy the issues at the heart of the allegations.

An effective investigation carefully considers:
- The nature of the allegations.
- The appropriate scope to encompass the allegations and any related compliance issues.
- The timing of the investigation and the investigation methods, such as document preservation and employee interviews.

Reporting Steps

Impartiality is crucial to a fair, unbiased investigation. Please see 11.1 for the complaint procedures.

Investigation

The first step is to determine whether the matter requires an investigation. In some cases, a modified approach is required as the circumstances may not warrant the commissioning of a formal investigation, and therefore, the investigatory stage may be limited to the collation of evidence to establish the facts of a case by the Human Resource Manager and the immediate supervisor. If necessary, the Human Resource Manager and supervisor will call the City's risk management provider for additional guidance. In some cases, it may be deemed more appropriate to appoint an independent Investigator to investigate the complaint.

When a full investigation is warranted, the Human Resource Manager or City Administrator will serve in the role of Investigator. The Investigator begins the investigation by identifying those with knowledge of the circumstances that form the basis of the complaint. The Investigator is responsible for ensuring that all necessary interviews and steps are taken promptly, without any unreasonable delays. Employee statements will be provided in the presence of the Human Resource Manager and the employee's immediate supervisor, or the City Administrator if the immediate supervisor is unavailable.

Information produced during the interviews should be recorded or documented by the Investigator to aid with the written report. The purpose of the report is to provide a factual summary of the allegations and the evidence gathered. This should draw attention to key points and draw conclusions about what occurred (or the balance of probability of what it is considered to have occurred). The investigation report should also include, where appropriate, references to relevant policies and any potential breaches for consideration. The Investigator is not responsible for deciding the outcome of the investigation, but will provide a factual summary of evidence to the City Administrator or Mayor.

Suspension or Transfer of the Employee

While the investigation is being conducted, there may be occasions when the allegations being considered are of a serious nature and warrant the employee involved be placed on paid administrative leave or issued a temporary assignment.

Failure to Attend Investigation Meeting

All employees of the City are expected to attend and participate in investigatory meetings as deemed necessary. This is the opportunity for your voice to be heard before any decisions are made pertaining to the possibility of disciplinary action or termination.

On the rare occasion that an employee finds themselves unable or unwilling to attend an investigation meeting, they will need to contact the Investigator in advance to disclose their reasoning. The Investigator will determine if the reason given is acceptable and determine the next course of action.

If an individual fails to attend the investigator meeting without good reason and the City is unable to obtain any information from the employee, a decision will be made without the employee's input and may warrant disciplinary action for failing to cooperate during an investigation.

Confidentiality

During an investigation, questions of confidentiality and sharing information with interviewees, for example, may arise. Three principles are useful in determining whether information should be released concerning an employee, client, or allegation, etc.

- Does the individual need to know (i.e., in order to fully cooperate with the investigation)
- Will it enable important facts to be gathered ~~which~~ that could not have been otherwise.
- An individual~~,~~ who has an allegation made against them~~,~~ has the right to have a written copy of these allegations, excluding witness statements.

Everyone involved should ensure confidentiality throughout the procedure and thereafter when the resolution has been reached. If reasonable, failure to maintain confidentiality may result in disciplinary action being taken against the person responsible for the information breach.

Except as reasonably necessary, in the conduct of any City investigation of a complaint or any discipline resulting from it, the City will attempt to keep all complaints confidential.

Boundaries for the release and disclosure of information are afforded only to those who need to know the relevant information unless required to disclose under the Washington State Public Records Act, a subpoena and/or the Whistleblower Policy. See 10.7 for more information.

Language Barriers

If there are likely to be understanding or language difficulties during the meeting, it may be necessary for an interpreter or friend to be made available. The employee will be responsible ~~to arrange~~for arranging for or, where appropriate, to request assistance from the investigator.

Raising a Grievance during an Investigation Process

In exceptional circumstances, where an employee raises a grievance at any stage of the investigation, a decision will be made as to whether the investigation proceedings should be suspended until such time as the grievance is resolved.

A decision will be made based on the seriousness of the allegations presented, which make it clear that it would be inappropriate for the investigation to continue. In most cases, the two procedures will run in parallel. It is not sufficient to raise a grievance with regard to the investigation action itself.

Retaliation

The City will not tolerate any reprisals or retaliatory action taken against an employee who files a complaint with the City.

Policy Violation

An employee who violates the City's policies may be subjected to disciplinary action, up to and including termination.

10.4 LAYOFF and/or REDUCTION IN FORCE

The City Administrator or Mayor may lay off employees for lack of work, budgetary restrictions, reorganization, or other changes that have taken place. If determined that a reduction in force becomes necessary or appropriate, the City will comply with applicable state and federal laws.

Temporary/Seasonal employees will be laid off before regular employees are affected. In determining who is to be laid off, consideration ~~usually will~~will usually be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, as determined by the City. Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

10.5 TERMINATION

The employment relationship may be terminated at will. This means an employee may be discharged without notice or reason. The Mayor has the authority to terminate the City's employment relationship with an employee. The Mayor and/or the City Administrator will conduct the termination meeting with the employee and will provide written documentation as to the basis for the discharge at the time of separation~~.~~

The employee will be expected to gather their personal belongings and return any City issued property immediately. The City may elect to have the Liberty Lake Police Department on site to ensure a smooth transition.

10.6 SEVERANCE PACKAGES

The City of Liberty Lake does not offer severance packages unless specifically negotiated and approved by the Mayor and City Council.

10.7 RESIGNATION

Employees intending to voluntarily leave employment should notify their immediate supervisor of their intent within two (2) weeks for hourly employees, within thirty (30) days for directors, managers, and supervisors, or as outlined in the employee's signed contract. Notice requirements may be waived by the City Administrator or Mayor.

Sick leave cannot be used upon termination or resignation, unless approved prior to notice.

10.8 PUBLIC DISCLOSURE

To the extent permissible by Public Disclosure Laws of the State of Washington, the City of Liberty Lake will make every attempt to keep confidential any information relating to any investigation and resultant actions. However, each employee must be aware and put on notice that should they, or anyone acting in their behalf or at their behest, divulge information to the media or any other individual relating to the investigation and/or resultant action resulting there from, the City reserves the right to release factual information relating to the investigation and/or resultant action to the extent that the City determines it is necessary to convey accurate statements with regard to the investigation and/or resultant action.

RCW 42.56.250 exempts from the Public Records Act (PRA) disclosure, personally identifying information of agency employees or their dependents who are survivors of domestic violence, sexual assault, harassment, or stalking if certain conditions are met and with exception applied for the news media. It is the employee's responsibility to provide Human Resources with the required documentation.

Chapter 11

COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. For this reason, the City provides its current employees with procedures for resolving complaints. These procedures do not apply to an employee after termination of employment. Our desire is to recognize a problem early and resolve it quickly. The City prohibits any form of retaliation against any employee for good faith actions in filing a complaint under this policy. It is advised to limit the discussion surrounding the complaint to those who need to know and can effect change.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor. However, employees should feel free to discuss the problem or complaint with the Human Resource Manager or the City Administrator~~,~~ if uncomfortable ~~in~~ discussing the issue with their direct supervisor.

Step 2: When normal communications between an employee and the supervisor are not successful, or when an employee disagrees with the application of City policies and procedures, the employee should attempt to resolve the problem with the Human Resource Manager, or City Administrator.

Step 3: If the employee is not satisfied with the response from the supervisor or Human Resource Manager, the employee may submit the problem, in writing, to the City Administrator or Mayor. The written complaint must contain, at a minimum:

1. A description of the problem;

2. A specific policy or procedure which the employee believes has been violated or misapplied;

3. The date of the circumstances leading to the complaint or the date when the employee first became aware of those circumstances;

4. The remedy sought by the employee to resolve the complaint.

The written complaint must be filed within ten (10) working days of the occurrence leading to the complaint, or ten (10) working days after the employee becomes aware of the circumstances, unless a federal or state statute of limitations grants a longer period of time.

The City Administrator or Mayor may meet with the parties, either individually or together, and will usually respond in writing to the aggrieved employee within ten (10) days of the meeting. The Mayor's response and decision shall be final and binding.

~~Uniformed~~Commissioned o~~O~~fficers have more than one source for dispute resolution, as outlined in this policy and procedure process. In addition, an employee may use the Civil Service rules or the policies outlined in the labor agreement. These employees should follow the grievance procedures set out in the Civil Service rules or labor agreement when applicable. In all other cases, the procedures described in this section shall be used. Under no circumstances shall

an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.

I, _____,
(Print Name)

have received, read, and understand the City of Liberty Lake's personnel manual (revision date: 05/06/2025) in its entirety and fully understand its content. I have been given the opportunity to ask questions and seek clarification on any part of the personnel manual that I do not understand.

I understand that this personnel manual may be modified or changed by the City in its sole discretion at any time without prior notice. I understand that this personnel manual supersedes and replaces any prior personnel manual on any of the subjects covered in this revised personnel manual.

☐I understand that my employment is "at will" and may be terminated without cause at any time and without prior notification; that this personnel manual is not a contract; that nothing contained in this personnel manual is intended to be part of the employment relationship; and that its contents are simply general statements of the City policy.

☐ I understand if I am a Commissioned~~uniformed~~ Police Officer that my employment is governed by a Collective Bargaining Agreement and a portion of the personnel manual may be superseded by such.

_____ _____
(Signature) (Date)

CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 02-047L

A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON AMENDING THE ADOPTED PERSONNEL POLICY FOR ALL EMPLOYEES OF THE CITY OF LIBERTY LAKE.

WHEREAS, the Liberty Lake City Council adopted a personnel policy manual on June 2, 2002, as required; and

WHEREAS, the manual establishes policy and procedures which relate to the City of Liberty Lake employees and other such matters properly related thereto; and

WHEREAS, City Staff and the Liberty Lake City Council have reviewed the attached Amended Personnel Manual and finds it to be acceptable and appropriate.

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

1. City of Liberty Lake Personnel Manual as Amended. The policy for personnel matters set forth in the document entitled "City of Liberty Lake Personnel Manual", which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted as the official policy for all employees employed by the City of Liberty Lake.

2. Amendments as Needed. The City of Liberty Lake through the City Council by Resolution, may amend, change, supplement or update any and all sections, terms or portions of the Personnel Manual as presently exist or as necessary.

3. Authority. The Mayor and City Administrator shall carry out the duties of enforcing the Personnel Policy and Procedures as prescribed in the Personnel Manual.

4. Effective Date. This Resolution shall become effective immediately upon passage by the Liberty Lake City Council.

Adopted this 6th day of October, 2026.

_____
Mayor, Cris Kaminskas

ATTEST:

_____
City Clerk, Rochelle Caton

APPROVED AS TO FORM

_____
City Attorney, Sean P. Boutz

AGENDA ITEM NO.: 16.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Ordinance 230B Comcast Franchise Agreement 10 Year Extension (2nd Read)

Dept of Origin: Community Development **Dept. Head Approval:** Kyle Dixon

Exhibit(s):
Comcast Franchise Agreement (Sept. 2026)

Expenditure Required	No
Budgeted	N/A
City Program	Permitting

Summary Statement

City Staff and Comcast Cable LLC mutually agree to extend terms and conditions of the existing franchise agreement for an additional 10-year term. A public hearing was held on Sept 1, 2026 to receive public input on any concerns relating to unresolved issues pertaining to the agreement. No comments were received.

Recommended Action

Move to approve Ordinance 230B.

CABLE COMMUNICATIONS FRANCHISE

BY AND BETWEEN

CITY OF LIBERTY LAKE, WASHINGTON

AND

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

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ORDINANCE NO. 230B

An Ordinance of the City of Liberty Lake, Washington renewing a non-exclusive Franchise Agreement to Comcast Cable Communications Management, LLC, a corporation organized under the laws of the State of Washington, to occupy and use the public rights-of-way for the purpose of providing Cable Service to the public, for a term of ten (10) years, subject to regulation by federal, state and local authority and specifying other limitations, terms and conditions governing the exercise of said Franchise Agreement.

THE CITY OF LIBERTY LAKE, WASHINGTON DOES ORDAIN:

SECTION 1. PURPOSE AND INTENT

This Franchise Agreement is by and between City of Liberty Lake ("City"), and Comcast Cable Communications Management, LLC, with its principal place of business at 900 132nd Street SW, Everett, WA 98204.

WHEREAS, the City is authorized to grant one (1) or more non-exclusive revocable Franchise Agreements to construct, Maintain and operate a Cable System within the City; and,

WHEREAS, in accordance with Section 626 of the Cable Communications Policy Act of 1984, Franchisee has requested renewal of its Cable Communications Franchise Agreement, and after negotiations with Franchisee, the City has determined that it is in the best interest of the City and its residents to renew the Franchise Agreement with Franchisee; and,

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Franchisee; and,

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to renew the Franchise Agreement to the Franchisee to operate a Cable System within the confines of the City and on the terms and conditions hereinafter set forth; and,

WHEREAS, the Franchisee has agreed to be bound by the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the renewal of the franchise pursuant to this Franchise Agreement, the Franchisee hereby promises to comply with the provisions of this Franchise Agreement. In consideration of the Franchisee's promises, the City hereby grants a franchise as hereinafter set forth:

SECTION 2. TITLE

THIS AGREEMENT may be referred to as the "City of Liberty Lake, Washington/Comcast Cable Communications Management, LLC Franchise Agreement."

SECTION 3. DEFINITIONS

For the purpose of this Franchise Agreement the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive. Words not defined shall be given their common and ordinary meanings.

(A) "Access Channel" shall mean any Channel set aside for public use, educational use, or governmental use without a channel usage charge.

(B) "Basic Cable Service" shall mean any Service Tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by this Franchise Agreement to be carried on the basic tier.

(C) "Cable Service" or "Service" shall mean (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

(D) "Cable System" or "System" shall mean the Franchisee's facilities, throughout the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term shall not include:

(1) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;

(2) a facility that serves only Subscribers without using any Public Right of Way;

(3) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(4) an open video system that complies with 47 U.S.C. § 573; or

(5) any facilities of any electric utility used solely for operating its electric utility system.

(E) "Channel" shall mean bandwidth in the electromagnetic spectrum capable of carrying Video Programming which a Franchisee of a Cable System is authorized to provide to its Subscribers.

(F) "City" shall mean City of Liberty Lake, Washington. For purposes of enforcement of any provision.

(G) "Complaint" shall mean a Subscriber contact with the Franchisee to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the regulatory control of the City. A Complaint may be verbal or in writing but need not include initial contacts where an issue is promptly resolved to the Subscriber's satisfaction.

(H) "Converter" shall mean an electronic tuning device which converts transmitted signals to a frequency which permits their reception on a television receiver.

(I) "Council" shall mean the legislative body of the City of Liberty Lake, Washington.

(J) "FCC" shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.

(K) "File" shall mean the delivery, by mail or otherwise, to the appropriate office, officer or agent of the City of any document this Franchise Agreement requires to be filed with the City. The date of receipt by the City shall be considered the file date.

(L) "Franchise Agreement" shall mean the nonexclusive right and authority to construct, Maintain, and operate a Cable System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the City Council and executed by the City and a Franchisee.

(M) "Franchise Area" shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted.

(N) "Franchisee" shall mean Comcast Cable Communications Management, LLC, including any lawful successor, transferee or assignee of the original Franchisee.

(O) "Gross Revenues" means all revenue derived directly or indirectly by the Franchisee, or by Franchisee's Affiliates, from the operation of Franchisee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Service and all other Tiers of Cable Service; Pay-Per-View Service; Cable Service installation, disconnection, change-in-service and reconnection fees, Leased Access Channel fees, late fees, payments received by the Franchisee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles ("GAAP"), revenues from rentals of Cable System equipment such as converters; advertising revenues (including local, regional, and a pro rata share of national advertising carried on the Cable System in the Franchise Area) net of commissions due to advertising agencies that arrange for the advertising buy and as recognized as revenue under GAAP; additional outlet fees, Franchise Fees, and revenues from home shopping Channels. Gross Revenues shall not include (i) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; or (ii) any taxes on services furnished by the Franchisee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Franchisee on behalf of said governmental unit. The Franchise Fees are not such a tax and are therefore included in Gross Revenues.

(P) "Installation" shall mean the process necessary to connect the Cable System at the Subscriber's premises.

(Q) "Leased Channel" or "Leased Access Channel" shall mean any Channel, or part of a Channel, available for commercial use on a fee basis by Persons other than a Franchisee.

(R) "Lockout Device" shall mean an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.

(S) "Maintain" or "Maintenance" shall mean the repair, restoration, replacement, renovation and testing of the Cable System or components thereof so as to ensure that it operates in a safe and reliable manner and as required by this Franchise Agreement.

(T) "Non-commercial" shall mean, in the context of Access Channels, that products and services are not sold via the Access Channel. The term will not be interpreted to prohibit an Access Channel operator or programmer from independently (i.e. not in the context of any televised programming) soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution, in the manner of the corporation for public broadcasting. An Access Channel operator or programmer may cablecast informational programming regarding City events, projects and attractions of interest to residents so long as the format for such programming is consistent with the purposes for which PEG resources may be used.

(U) "Normal Business Hours" shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one (1) night per week and/or some weekend hours.

(V) "Normal Operating Conditions" shall mean those Service conditions which are within the control of Franchisee. Those conditions which are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and Maintenance or upgrade of the Cable System.

(W) "PEG" shall mean public, educational and governmental.

(X) "Person" shall mean an individual or legal entity, such as a corporation or partnership.

(Y) "Premium Service" shall mean pay television offered on a per Channel or per program basis.

(Z) "Public Right of Way" or "Public Rights of Way" shall mean the surface of and the space above and below any public street, road, highway, path, sidewalk, alley, court, or easement now or hereafter dedicated and opened by the City for the purpose of public travel or public utilities. In the case of any grant of authority or permission by the City to a cable operator however, this term shall not exceed the scope of the City's interests or power to extend such grant.

(AA) "Service Interruption" shall mean the loss of picture or sound on one (1) or more Cable Channels.

(BB) "Service Tier" shall mean a specific set of Cable Services which are made available as, and only as, a group for purchase by Subscribers at a separate rate for the group.

(CC) "Standard Installation" shall mean those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(DD) "Subscriber" shall mean any Person who lawfully receives Cable Service via the System.

(EE) "Video Programming" shall mean programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 4. GRANT OF AUTHORITY

(A) This Franchise Agreement is hereby granted by the City to the Franchisee, for a period of ten (10) years from and after the first day of the first month following enactment, the right, and privilege to have, acquire, construct, reconstruct, use, operate, own and Maintain a Cable System for the entire area of the City, subject to applicable law and to the conditions and restrictions as hereinafter provided. No privilege or power of eminent domain is bestowed by this grant of authority.

(B) Consistent with the provisions of City ordinances and the Cable Act, the City hereby grants to Franchisee the authority to use the City's Public Rights of Way for the purposes of this Franchise Agreement.

SECTION 5. AUTHORITY NOT EXCLUSIVE

(A) The grant of authority for use of the City's Public Rights of Way, as conferred in Section 4 hereof, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of public property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, Installation, construction, reconstruction, operation, Maintenance, dismantling, testing, repair or use of a Cable System within the City.

(B) Franchisee shall at all times comply with all applicable state and federal laws, regulations and rules regarding cable communications. Compliance shall not preclude a lawful challenge.

SECTION 6. COMPETITIVE EQUITY.

(A) The Franchisee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the City agrees that it shall amend this Franchise Agreement to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Franchisee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; Access Channel and support;

customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the City which, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the City agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Franchisee.

(B) In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon the Franchisee by registered or certified mail or via nationally recognized overnight courier service.

(C) In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, the Franchisee shall have a right to request Franchise amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Franchisee's belief that certain provisions of the Franchise place Franchisee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to the Franchisee's petition.

SECTION 7. CONDITIONS OF SALE.

If a renewal of this Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the City lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at a price determined pursuant to the provisions of the Cable Act.

SECTION 8. PREVIOUS RIGHTS ABANDONED

This Franchise Agreement is in lieu of any and all other contractual rights, privileges, powers, immunities, and authorities owned, possessed, controlled, or exercisable by Franchisee or any successor pertaining to the construction, operation, modification or Maintenance of a Cable System in the City. The acceptance of this Franchise Agreement shall operate between Franchisee and the City as an abandonment of any and all such contractual rights, privileges, powers, immunities, and authorities within the City. All construction, operation, modification, and Maintenance by the Franchisee of any Cable System in the City to provide Cable Service shall be under this Franchise Agreement and not under any other contractual right, privilege, power, immunity, or authority.

SECTION 9. AGREEMENT, ACCEPTANCE

(A) Franchisee acknowledges and accepts the right of the City to issue a franchise and Franchisee agrees it shall not now nor at any time hereafter challenge this right in any way, including in any state or federal court.

(B) Franchisee's rights hereunder are subject to the reasonable exercise of the City's police power. Nothing in this Franchise Agreement shall preclude or prohibit the City from enacting any ordinance, from time to time, in the interest of public health and safety, which may impact the Franchisee in its operation of the Cable System, as a proper exercise of the City's police power. All City acts undertaken pursuant to this Franchise Agreement shall be deemed discretionary, guided by the purpose and considerations of the public health, safety, and general welfare.

(C) The parties acknowledge that the City may modify its regulatory policies throughout the term of this Franchise Agreement. Franchisee agrees to comply with such lawful policies except when there is a conflict with Franchisee's rights negotiated hereunder. In the event of a conflict between the City Code and this Franchise, this Franchise shall control. Franchisee reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

SECTION 10. TIME IS OF THE ESSENCE TO THIS AGREEMENT

Whenever this Franchise Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence. Any failure of the Franchisee to perform within the time allotted shall always be sufficient grounds for the City to invoke any appropriate remedy, including, without limitation, termination of this Franchise Agreement.

SECTION 11. TAXES

As is consistent with applicable law, nothing contained in this Franchise Agreement shall be construed to except the Franchisee from any tax, liability or assessment authorized by law.

SECTION 12. FRANCHISE AGREEMENT

This Franchise Agreement is a contract between the City and the Franchisee, binding upon both parties. It is the intent of the parties that this shall be subject to amendment by mutual agreement from time to time to allow the Franchisee to innovate and implement new services and developments, or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment. Franchisee agrees that it will evaluate new technological developments whenever technically and economically feasible.

SECTION 13. RENEWAL:

Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of the Cable Act (47 U.S.C. § 546), as amended.

SECTION 14. CABLE SYSTEM SPECIFICATIONS AND OVERSIGHT

(A) All Franchisee activity in the Public Right of Way, and other public places where applicable, must comply with the National Electrical Safety Code and the National Electrical Code as adopted by the City and good and accepted industry practices.

(B) The Franchisee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Franchisee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The City shall have, upon written request, the right to review tests and records required to be performed pursuant to the FCC's rules.

(C) In accordance with applicable law, the City shall have the right to regulate and inspect the construction, operation and Maintenance of the Cable System in the Public Rights of Way. Upon reasonable prior written notice and in the presence of the Franchisee's employee, the City may review the Cable System's technical performance as necessary to monitor the Franchisee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Franchisee.

SECTION 15. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

(A) Subject to the other provisions of this Franchise, Franchisee may perform all construction in the Rights-of-Way for any facility needed for the maintenance, operation or extension of Franchisee's Cable System.

(B) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law. Franchisee shall be subject to the City's current pavement cut policy or as amended. Public Rights-of-Way shall be restored to a condition that is as good or better than that prior to Franchisee's work

(C) During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Franchisee, at a designated emergency response contact number, to allow Franchisee the opportunity to respond and rectify the problem without disrupting Cable Service. If after providing notice, there is no immediate response, the City may move Franchisee's facilities.

(D) The Franchisee shall, at its own expense, participate in the call before you dig program required under State Law.

(E) Prior to doing any construction work in the Right-of-Way or other public property (with the exception of installations and general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Franchisee shall apply for, and obtain, in advance, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for protecting any structures in such Rights-of-Way, and for providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Franchisee shall pay all generally applicable fees for the requisite City permits.

(F) In the event that emergency repairs are necessary, Franchisee shall immediately notify the City of the need for such repairs. Franchisee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

(G) If all of the wires and lines of electric and telephone service providers in any given area within the Franchise Area are now or in the future placed underground, the Franchisee shall place its Cable System cables underground. In any part of the Franchise Area where the wires and lines of the Cable System are aerial, they shall be allowed to remain aerial, subject to other Franchise provisions. In any part of the Franchise Area where the Cable System is underground, it shall remain underground.

(H) If in connection with the construction, operation, and maintenance of the Cable System, the Franchisee disturbs, alters, or damages any public property, the Franchisee agrees that it shall at its own cost and expense pay, replace and restore any such property to a condition as good or better than the condition existing immediately prior to the disturbance. If restoration performance by the Franchisee is not satisfactory and timely, the City may, after prior notice to the Franchisee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of restoration costs, including the costs of labor, materials and equipment, the Franchisee shall pay the City for such costs.

(I) Upon thirty (30) days prior written notice to Franchisee, City shall have the right to require Franchisee to relocate any part of the Cable System within the Rights-of-Way when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Franchisee. Should Franchisee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Franchisee, including all costs and expenses incurred by the City due to Franchisee's delay. If the City requires Franchisee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Franchisee with an alternate location within the Right-of-Way. If public funds are available to any Person using such Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the Franchisee may make application for such funds.

(J) In the case of relocation projects where the City hires and designates an independent contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Franchisee decides to participate in the joint trench opportunity than the Franchisee shall pay to the City Franchisee’s portion of the traffic control and trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Franchisee’s proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Franchisee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Franchisee, are not acceptable, the Franchisee shall have the option to utilize contractor(s) of its choice to complete the required work. The City's contractor shall coordinate with the Franchisee's contractor(s) to provide reasonable notice and time to complete the placement of the Franchisee's facilities in the supplied joint trench.

(K) If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s), Franchisee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other

franchise holder(s) pay for the Franchisee's time and material costs associated with the project and Franchisee is issued a permit for such work by the City.

(L) The Franchisee shall, upon reasonable prior written request of any Subscriber, relocate its aerial distribution cable facilities underground, as long as, the Subscriber pays for the Franchisee's time and material costs associated with the project and Franchisee is issued a permit for such work by the City.

(M) In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City designated capital improvement project, this Franchise shall in no way limit the Franchisee's right to recoup all time and material costs associated with the conditioned underground conversion of the Cable System from the Person responsible for the project.

(N) At the request of any Person holding a valid permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

(O) The Franchisee shall have the authority to conduct general pruning and trimming for access to Cable System facilities in the Rights-of-Way. For new cable overlashing projects, tree trimming shall be reviewed under the ROW permit process, subject to compliance with the City Code. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any damage caused by such trimming.

SECTION 16. CABLE SERVICE

(A) Subject to the density considerations listed below, except in areas reserved for public travel or utility access not yet opened and accepted by the City as Public Right of Way that the Franchisee is specifically and lawfully prohibited from deploying its Cable System by the owner/developer, the Franchisee shall provide Cable Service throughout the entire City.

(B) Access to Cable Service shall not be denied to any group of potential cable Subscribers because of the income of the potential cable Subscribers or the area in which such group resides. All residents requesting Cable Service and living within a Standard Installation of one hundred twenty-five (125) feet shall have the cable installed at no more than the prevailing published Installation rate. In the event a request is made for Cable Service and the residence is more than a Standard Installation of one hundred twenty-five (125) feet, such Installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one hundred twenty-five (125) feet.

(C) Upon request through the designated City representative, the Franchisee shall provide, without charge and throughout the term of this Franchise Agreement, one (1) outlet, one (1) Converter, if necessary, and Basic Cable Service to the City's administrative buildings as designated by the City, fire station(s), police station(s), libraries and state accredited K-12 public and private school(s). Franchisee may additionally volunteer to provide a digital level of service, in addition to the Basic Cable Service, that provides access to national 24-hour news channels.

(1) If the drop line to such building exceeds a Standard Installation drop of one hundred twenty-five (125) feet, the Franchisee will accommodate the drop up to three hundred (300) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided, the City or other agency agrees to pay the incremental cost of such drop in excess of one hundred twenty-five (125) feet or the necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry.

(2) The Cable Service will not be used for commercial purposes, and the outlets will not be located in jail cells and areas open to the public excepting one (1) outlet to be located in a public lobby in the City Hall that will be used by the public for viewing Council meeting broadcasts. The City will take reasonable precautions to prevent any use of the Franchisee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. Franchisee hereby reserves all rights it may have under the law to seek payment from City for liability or claims arising out of the provision and use of the Cable Service required by this section.

(3) If additional outlets of Cable Service are provided to such buildings, the building occupant will pay the usual Installation fees, if any.

(4) Franchisee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to Applicable Law, should Franchisee elect to offset governmental complimentary services against Franchise Fee, Franchisee shall first provide the City with ninety (90) days' prior written notice.

(D) Franchisee shall extend the System after the date of the Franchise Agreement, where the minimum density is at least thirty (30) dwelling units per strand mile in areas served by overhead facilities and sixty (60) dwelling units per strand mile in areas served by underground facilities. Such extension shall be at Franchisee's cost. In areas not meeting the density requirement for mandatory extension of Service, Franchisee shall provide, upon the request of any potential Subscribers desiring Service, an estimate of the costs required to extend Service to such Subscribers. Franchisee shall then extend Service upon request and upon payment of an amount equal to the reasonable value of actual time and materials to be incurred by Franchisee for such extension. Any customer drop not exceeding a Standard Installation drop of one hundred twenty-five (125) feet will be free of charge to the customer other than normal Installation fees. For drops in excess of one hundred twenty-five (125) feet, Franchisee may assess an amount equal to time and materials.

SECTION 17. PROGRAMMING

(A) All final programming decisions remain the discretion of Franchisee in accordance with this Franchise Agreement, provided that Franchisee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Franchisee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to City's rights pursuant to 47 U.S.C. § 545.

(B) Franchisee will provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

(1) Educational programming;
(2) News, weather and information;
(3) Sports;
(4) General entertainment including movies;
(5) Children, family oriented;
(6) Arts, culture and performing arts;
(7) Foreign language programming; and
(8) Science/documentary.

SECTION 18. RATES

(A) Upon request and throughout the term of this Franchise Agreement, the Franchisee shall provide annually an updated rate card to the City that details applicable rates and charges for Cable Services provided under this Franchise Agreement. This does not require the Franchisee to file rates and charges under temporary reductions or waivers of rates and charges in conjunction with promotional campaigns.

(B) Franchisee shall provide a minimum of thirty (30) days' written notice to the City and each Subscriber before changing any rates and charges.

(C) City may regulate rates for the provision of Cable Service provided over the System in accordance with applicable federal law, in particular 47 C.F.R. Part 76 subpart N. In the event the City chooses to regulate rates it shall, in accordance with 47 C.F.R. § 76.910, obtain certification from the FCC, if applicable. The City shall follow all applicable FCC rate regulations and shall ensure that appropriate personnel are in place to administer such regulations.

SECTION 19. ACCESS AND LOCAL PROGRAMMING

(A) Commencing on the effective date of this Franchise Agreement, Franchisee shall make available no less than one (1) fulltime non-commercial multijurisdictional PEG Channel for possible future activation and joint use by the City in association with the City of Spokane, City of Spokane Valley, Spokane County, and/or any other public entity, municipal corporation, or special purpose district located within or serving the City for governmental access programming. The City shall provide Franchisee with a minimum of forty-five (45) days prior written notice of the City's intent to participate in the multijurisdictional PEG Channel. Upon receiving such notice, the Franchisee shall meet with the City to develop an implementation plan for activation of the multijurisdictional PEG Channel within the City, including the PEG viewing and origination points in the City.

(B) The City acknowledges that Franchisee provides additional benefits to PEG programming needs beyond the requirement listed above. This is accomplished through the inclusion of other regional PEG programming within the regional Channel lineup that services the Franchise Area. The Franchisee will endeavor to provide to Subscribers in the Franchise Area

with the other regional PEG Channels so long as the PEG programmers offer them for use on the Cable System.

(C) The PEG Channel provided to Subscribers under this Franchise shall be included by Franchisee subject to applicable law.

SECTION 20. PARENTAL CONTROL

(A) Franchisee shall provide Subscriber controlled Lockout Devices (audio and visual) at a reasonable charge to Subscribers upon their request.

(B) As to any program which is transmitted on a Channel offered on a per Channel or per program basis, Franchisee shall block entirely the audio and video portion of such program from reception by any Subscriber who so requests. Scrambling of the signal shall not be sufficient to comply with this provision.

SECTION 21. TRANSFER OF RIGHTS

(A) A Franchise issued pursuant to this Franchise shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation, or otherwise hypothecated in any manner, nor shall title thereto, either legal or equitable, or any right, interest, or property therein pass to or vest in any Person, or the controlling interest in any corporation holding a Franchise hereunder be changed, without the prior consent of the Council, and then only under such conditions as may be required by the City Council. Such a transfer of control is not limited to major interest holders but includes actual working or de facto control by minor holders in whatever manner exercised; provided, however, (i) such a transfer of control shall not include transfer to a parent or affiliate of a Franchisee, except when such transfer is intended to avoid application of this section; and (ii) Franchisee shall not be required to obtain City's consent for transfers in trust obtained to finance construction or operations of a Cable System by pledging the System as collateral. Every change, transfer, or acquisition of control of a Franchisee shall make a Franchise, unless excepted herein, subject to cancellation unless and until the City shall have consented. Such consent shall not be unreasonably withheld. A rebuttable presumption that a change in controlling interest has occurred shall arise upon the acquisition or accumulation by any Person or group of Persons of five percent of the voting shares of a Franchise.

(B) A Franchisee shall promptly notify the City of any proposed change in control of the Franchisee. A formal application for approval of a proposed transfer of control shall be filed within thirty (30) days of such notification. The application shall include, among other things, a copy of any and all documents relating to the sale or transfer and any filings by any party to the transaction at any state or federal agency including, but not limited to, the FCC, the Department of Justice, the Federal Trade Commission, and the Securities and Exchange Commission. An original of the text of the application shall be filed with the City.

(C) The proposed purchaser, transferee, or assignee must show financial responsibility as determined by the City and must agree to comply with all provisions of a Franchise, including any provisions which the City may amend or add prior to approval of the transfer.

(D) For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into all qualifications of the prospective controlling party, and a Franchisee shall assist the City in any such inquiry. The City may require any reasonable conditions which it deems necessary at the time of review to ensure that the Cable System will satisfy the public interest of the City and its citizens for the balance of the term of a Franchise.

(E) Franchisee shall notify the City Attorney in writing of the entry of any judgment against Franchisee which would reasonably affect the operation of this Cable System within seventy-two (72) hours of the occurrence of such event.

SECTION 22. PERFORMANCE BOND

(A) If there is an uncured breach by Franchisee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, Franchisee will provide a performance bond to the City, in the total sum of $50,000.00, which will remain in effect for the remaining term of this Franchise. The performance bond will ensure the continued performance of Franchisee's obligations under the Franchise including the payment by the Franchisee of any penalties, claims, liens, fees, or taxes due the City which arise by reason of the operation or maintenance of the Cable System within the Franchise Area. Franchisee will pay all premiums or other costs associated with maintaining the bond.

(A) The performance bond will be from a major financial institution or surety. The performance bond will not require the consent of the Franchisee prior to the collection by the City of any amounts covered by the performance bond. The City will provide to Franchisee reasonable written notice and opportunity to cure any alleged non-compliance of any provision of the Franchise or any penalties, claims, liens, fees or taxes due the City.

SECTION 23. ENFORCEMENT.

(A) This section does not apply to revocation of the Franchise Agreement. Whenever the City seeks to enforce the Franchise Agreement, it shall first provide written notice to the Franchisee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise Agreement may be modified by written stipulation of the City and Franchisee, except time limits relating to revocation of this Franchise Agreement or where otherwise required by law must be approved by the City Council.

(B) The Franchisee shall have thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

(1) contesting it; or

(2) accepting it and agreeing to cure as requested within time limits specified; or

(3) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(C) If the City is not satisfied with the response, they shall notify the Franchisee in writing. Franchisee may thereafter request a hearing as provided in the Franchise.

SECTION 24. HEARINGS.

Except for revocation matters, which are dealt with in Section 25, Franchisee may request a hearing as follows:

(A) The hearing may be informal and shall be conducted within twenty (20) days, with at least ten (10) days prior notice to both sides. The City is responsible to keep a record of any materials submitted and shall record the hearing by video or audio tape. The City shall issue a written decision within ten (10) days. Either party may appeal the decision to a court of competent jurisdiction within thirty (30) days.

(B) Except where otherwise provided, at the conclusion of the City hearings process, if Franchisee remains in default, it shall correct said default as ordered by the City. In the event the Franchisee does not cure within such time to the City's reasonable satisfaction, the City may:

(1) seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; and/or

(2) In the case of a default of a material provision of this Franchise Agreement, nothing herein limits the City's right to seek to revoke this Franchise Agreement in accordance with the Franchise.

SECTION 25. REVOCATION.

(A) The City may revoke this Franchise Agreement and rescind all rights and privileges associated with this Franchise Agreement in the following circumstances:

(1) Franchisee fails to perform any material obligation under this Franchise Agreement; or

(2) Franchisee attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the City or Subscribers.

(B) Prior to revocation of the Franchise Agreement, the City shall give written notice to the Franchisee of its intent to revoke the Franchise Agreement, setting forth the exact nature of the noncompliance. The Franchisee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from the Franchisee, it may then seek a revocation of the Franchise Agreement by the City Council in accordance with this section.

(C) Any proceeding regarding revocation shall be conducted by the City Council and open to the public. The Franchisee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, the Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence. A complete verbatim record and transcript or video tape shall be made of such proceeding and the cost shall be shared equally between the parties. The City shall maintain a record of such proceeding consistent with its record retention policies. Nothing herein prohibits Franchisee from paying to create a written transcript of the proceeding. The City Council shall hear any Persons interested in the revocation, and shall allow the Franchisee, in particular, an opportunity to state its position on the matter reserving the right to set reasonable time limits.

(2) Within ninety (90) days after the hearing, the City Council shall determine whether to revoke the Franchise Agreement; or if the breach at issue is capable of being cured by the Franchisee, direct the Franchisee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. The City Council shall issue a written decision and shall transmit a copy of the decision to the Franchisee. The Franchisee shall be bound by the City Council's decision to revoke the Franchise Agreement unless it appeals the decision to a court of competent jurisdiction within thirty (30) days of the date of the decision. Upon timely appeal, the effect of revocation is stayed pending final judicial resolution, but this shall not affect accrual of penalties or the right of the City to take any other enforcement action, including curing the default at Franchisee's expense and liability, also subject to judicial review.

(3) The Franchisee and/or the City shall be entitled to such relief as the court may deem appropriate.

(D) The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise Agreement in lieu of revocation.

SECTION 26. INSURANCE, INDEMNITY.

(A) Upon the granting of this Franchise Agreement and following simultaneously with the filing of the acceptance of this Franchise Agreement and at all times during the term of this Franchise Agreement, the Franchisee shall obtain, pay all premiums for, and deliver to the City, a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than "A" or equivalent, for the following:

(1) A commercial general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, Councils, duly authorized agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) as additional insureds

on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Franchisee under this Franchise Agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars ($1,000,000) per occurrence.

(2) A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, Councils, duly authorized agents or employees as additional insureds from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys' fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Franchisee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars ($1,000,000) per Person and Five Million and No/100 Dollars ($5,000,000) in any one (1) accident or occurrence.

(B) Five (5) days prior to its expiration, Franchisee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise Agreement.

(C) The Franchisee shall, at its or its insurer's sole cost and expense, defend, indemnify and hold harmless the City, its officials, boards, Councils, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for damage arising out of the construction, reconstruction, use, operation, ownership and Maintenance of the Cable System under this Franchise Agreement, except that no such requirement shall apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, Councils, agents and employees while acting on behalf of the City. These damages shall include, but not be limited to, penalties arising out of copyright infringements and damages arising out of any failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise Agreement. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses, such as costs and attorneys' fees, and shall also include the reasonable value of any services rendered by the City Attorney, Assistant City Attorneys or any outside consultants employed by the City. Franchisee shall not be required to provide indemnification to City for programming cablecast over the PEG Access Channels administered by City. The City shall give the Franchisee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

(D) Failure to comply with the provisions of this section shall constitute a material breach of this Franchise Agreement.

SECTION 27. REPORTS.

(A) The City has the right to inspect books and records of Franchisee, which are reasonably necessary to monitor the Franchisee's compliance with the provision of Cable Services under this Franchise Agreement. Within five (5) days of receiving written notice from the City to inspect the Franchisee's books and records under this provision, the Franchisee shall within ten (10) business days or a mutually agreeable date and time, accommodate the City's request at the Franchisee's business office in the City of Spokane, during Normal Business Hours, and without unreasonably interfering with the Franchisee's business operations. All such documents pertaining to financial matters shall be preserved and maintained in accordance with Franchisee's standard record retention policy except for financial records.

(B) Proprietary and Confidential Information. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Franchisee that is not providing Cable Service in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Franchisee confidential to the extent permitted by law. Franchisee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law. The Franchisee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the City receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the City shall notify Franchisee of such request and Franchisee shall have ten (10) business days to file a lawsuit in Spokane County seeking injunctive or other relief should Franchisee choose to oppose such request.

(C) Upon Request, Franchisee shall provide the quarterly customer service report required in the City adopted customer service standards of the FCC's rules and regulations.

(D) File for Public Inspection. Throughout the term of this Franchise Agreement, the Franchisee shall maintain at its business office, in a file available for public inspection during Normal Business Hours, those documents required pursuant to the FCC's rules and regulations.

(E) Complaint File and Reports. Franchisee will keep an accurate and comprehensive file of all Complaints regarding the System and Franchisee's actions in response to those Complaints in a manner consistent with the privacy rights of Subscribers. Upon thirty (30) days written request, Franchisee will provide a report to the City that contains the total number and summary of all Complaints received by category, length of time taken to resolve and action taken to provide resolution.

(F) Route Map. Upon 30 (thirty) days written request, the Franchisee shall provide a route map that depicts, based upon information available, the general location of the Cable System

facilities placed in the Public Rights of Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and drop service lines to individual Subscribers. The Franchisee shall also provide in an electronic format of aerial/underground facilities and the centerline road reference to allow City to add this information to City's GIS program.

SECTION 28. PAYMENT OF FEES AND COSTS.

(A) From and after the effective date of this Franchise Agreement and throughout the full term of this Franchise Agreement, the Franchisee shall pay to the City five percent (5%) of its annual Gross Revenues in the City, pursuant to 47 U.S.C. § 542. Payment shall be due by the end of each calendar month.

(B) No acceptance by the City of any payment from Franchisee shall be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise Agreement. All amounts paid shall be subject to auditing and recomputation by the City.

(C) Franchisee acknowledges and agrees that the franchise fees payable by Franchisee to City pursuant to this Franchise Agreement are authorized under the Federal Cable Act and shall not be deemed to be in the nature of a federal, state or local tax.

(D) Franchise Fees Subject to Audit. Upon reasonable prior written notice, during Normal Business Hours, at the Franchisee's principal business office in the City of Spokane, the City shall have the right to inspect the Franchisee's financial records used to calculate the City's franchise fees. The City shall provide to the Franchisee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Franchisee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Franchisee shall review and the City shall be entitled to review Franchisee's historical financial records used to calculate the City's franchise fees consistent with the currently applicable state statute of limitations.

(E) Failure to comply with this section shall constitute a material breach of the Franchise Agreement.

SECTION 29. SERVICE OF NOTICE

(A) All notices required to be given in writing under this Franchise Agreement shall be sent via registered or certified mail or shall be deemed to be given when delivered personally to any officer of Franchisee or City representative or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City Administrator
City of Liberty Lake
22710 E. Country Vista Dr.

Liberty Lake, WA 99019

If to Franchisee: General Manager
Comcast Cable Communications Management, LLC
900 132nd Street SW
Everett, WA 98204

Non-binding
Courtesy Copy: Government Affairs Department
Comcast Cable Communications Management, LLC
15815 25th Ave W
Lynnwood, WA 98087

Franchisee shall maintain within the City, throughout the term of this Franchise Agreement, an address for service of notice by mail. Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 30. SUCCESSORS AND ASSIGNS

Subject to the requirements contained in this Franchise Agreement, this Franchise Agreement shall be binding on any successors or assigns of Franchisee.

SECTION 31. CUSTOMER SERVICE STANDARDS

(A) Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Franchisee shall comply with said adopted customer service standards during the term of this Franchise Agreement.

(B) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (1) is not misleading and (2) does not omit material information. Notwithstanding anything to the contrary, the Franchisee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(C) Privacy Protection. The Franchisee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 32. REMEDIES CUMULATIVE

Subject to applicable law, the rights and remedies reserved to the City by this Franchise Agreement are cumulative and shall be in addition to, and not in derogation of, any other rights or remedies which the City may have with the respective subject matter of this Franchise Agreement. A waiver of rights or remedies shall not affect any other rights or times.

SECTION 33. MISCELLANEOUS PROVISIONS

(A) Force Majeure. The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement, conditions outside of Normal Operating Conditions are a basis to excuse Franchisee's performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Franchisee's reasonable control.

(B) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

(C) No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

(D) Contract; State and Federal Law. This Franchise Agreement is a voluntary contract and its obligations are protected against impairment by the Constitution and laws of the State of Washington and United States. Subject to this protection, both parties reserve any rights, substantive or procedural, they may have under federal or state law.

SECTION 34. APPLICABLE LAW

This Franchise Agreement shall be construed in accordance with and governed by the laws of the State of Washington, except where preempted by federal law. Venue for any court proceedings under this Franchise Agreement shall be in Spokane County. This does not apply to FCC hearings.

PASSED by the City Council on _____ _____, 2026.

_____
Mayor

Attest:

_____
City Clerk

_____

Approved as to form:

_____
City Attorney

_____
Date

ACCEPTED: This Franchise Agreement is accepted, and we agree to be bound by its terms and conditions.

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

Date: _____, _____ 2026.

By: _____

_____

Its: _____

SWORN TO BEFORE ME this
____ day of _____, 2026.

_____
NOTARY PUBLIC

AGENDA ITEM NO.: 16.B.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Ordinance 318: Adopting a New City Logo (2nd Read)

Dept of Origin: Executive **Dept. Head Approval:** Mark McAvoy

Exhibit(s):
Ordinance 318_New Logo_2nd

Expenditure Required	No
Budgeted	N/a
City Program	Public Information Management

Summary Statement

Staff recommends that the City Council adopt the proposed ordinance establishing the newly designed logo as the official logo of the City of Liberty Lake and repealing Ordinance No. 71, which adopted the City's current logo in 2001. The new design reflects community preferences identified through multiple rounds of public engagement conducted before and during the design process. The ordinance also establishes standards for the logo's official use and protection while allowing the City to transition existing signs, vehicles, uniforms, supplies, and other materials in an orderly and cost-conscious manner.

Recommended Action

Move to approve Ordinance 318.

ORDINANCE NO. 318
CITY OF LIBERTY LAKE
SPOKANE COUNTY WASHINGTON

AN ORDINANCE OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, ADOPTING A NEW CITY LOGO; ESTABLISHING ITS OFFICIAL USE AND PROTECTION; REPEALING ORDINANCE NO. 71; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City adopted its existing City logo through Ordinance No. 71 on November 20, 2001; and

WHEREAS, the City determined that an updated logo would better reflect Liberty Lake's current identity, community character, and future direction; and

WHEREAS, the City conducted multiple rounds of community engagement through various channels before and during the design process to identify the qualities and essential elements the logo should convey, evaluate initial concepts, and guide refinements, and the City Council finds that the final design incorporates the community's expressed preferences while providing a distinctive, functional, and enduring visual identity for the City; and

WHEREAS, the City Council finds it appropriate to adopt the new logo as the City's official logo, protect its integrity, and repeal Ordinance No. 71 so that the City's logo requirements are stated in one ordinance.

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

Section 1. Findings. The recitals above are adopted as findings of fact and are incorporated into this ordinance by this reference. The City Council further finds that the official City logo is a valuable public asset that identifies the City and should be used consistently and protected from misleading, deceptive, or unauthorized use.

Section 2. Adoption of Official City Logo. The design shown in Exhibit A, attached to and incorporated into this ordinance, is adopted as the official logo of the City of Liberty Lake. Authorized variations, including horizontal, vertical, one-color, reversed, and other production formats, may be maintained in the City's adopted brand standards provided that they do not materially alter the official design shown in Exhibit A.

Section 3. Official Use and Administrative Authority. The City logo may be displayed or used for official City purposes and in other circumstances authorized by the Mayor or the Mayor's designee. The Mayor or designee may adopt and administer brand standards governing approved logo files, colors, clear space, minimum size, placement, accessibility, and related applications, provided those standards remain consistent with Exhibit A and this ordinance.

Section 4. Unauthorized Use. Except as authorized by the Mayor or the Mayor's designee, no person may use the City logo, or a design that imitates or is deceptively similar to it, in connection with advertising, promotion, endorsement, fundraising, merchandise, a product, a business, an organization, or a service, whether offered for profit or not for profit. This section does not prohibit fair use of the logo for news reporting, commentary, criticism, education, or other use protected by law when the use does not reasonably imply City sponsorship, approval, or endorsement.

Section 5. Enforcement. The City may pursue any civil, injunctive, administrative, or other remedy available under federal, state, or local law to prevent or remedy unauthorized use of the City logo. A willful violation of this ordinance is subject to the penalties established by applicable City code. Enforcement

under this section does not limit any rights or remedies available to the City under trademark, copyright, unfair competition, or other law.

Section 6. Intellectual Property Protection. The Mayor or designee is authorized to seek and maintain trademark, copyright, or other legal protection for the City logo and to take reasonable actions necessary to protect the City's rights in the logo.

Section 7. Transition. Following the effective date of this ordinance, the City shall implement the new logo in an orderly and cost-conscious manner. Existing signs, vehicles, uniforms, forms, supplies, digital materials, and other items displaying the former logo may remain in use until they are replaced, updated, exhausted, or otherwise removed in the ordinary course of City operations, unless the Mayor or designee determines earlier replacement is necessary. This section does not authorize any new use of the former logo by a person other than the City.

Section 8. Repeal of Ordinance No. 71. Ordinance No. 71 is repealed in its entirety on the effective date of this ordinance. The repeal does not impair any right, obligation, enforcement action, or proceeding that accrued or began under Ordinance No. 71 before the effective date of this ordinance.

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

Section 10. Corrections. Upon approval of the City Attorney, the City Clerk and codifiers are authorized to make necessary clerical corrections to this ordinance, including the correction of scrivener's errors, references, numbering, section or subsection numbers, and any reference to this ordinance.

Section 11. Effective Date. This ordinance shall take effect and be in full force five days after publication of the ordinance, or a summary thereof, in the City's official newspaper as provided by law.

PASSED by the City Council this [____] day of [_____], 2026.

ATTEST:

_____
Rochelle Caton, City Clerk

CITY OF LIBERTY LAKE:

_____
Cristella Kaminskas, Mayor

APPROVED AS TO FORM:

_____
Sean P. Boutz, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT A
OFFICIAL CITY OF LIBERTY LAKE LOGO



AGENDA ITEM NO.: 20.A.

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

For the Agenda Of: October 6, 2026

Subject: Executive Session Per RCW 42.30.110(1)(i)(ii) Litigation

Dept of Origin: **Dept. Head Approval:**

Exhibit(s):
None

Expenditure Required	No.
Budgeted	N/a
City Program	

Summary Statement

Per RCW 42.30.110(1)(i)(ii) Litigation

Recommended Action