CITY COUNCIL MEETING
TUESDAY, APRIL 1, 2014
CITY HALL
22710 E. COUNTRY VISTA DRIVE
7:00 P.M.

1. INVOCATION

2. PLEDGE OF ALLEGIANCE

3. CALL TO ORDER

4. ROLL CALL

5. AGENDA APPROVAL

6. CITIZEN COMMENTS

7. PRESENTATIONS

Food for Thought
Pat Dockrey – Spokane Valley Partners

Spokane Transit Authority Update at Liberty Lake
E. Susan Meyer, CEO and Karl Otterstrom, Director of Planning

8. MAYOR AND CITY COUNCIL COMMITTEE REPORTS

9. CITY ADMINISTRATOR REPORT

10. WORKSHOP DISCUSSION

- Trailhead Facility – discuss priorities and explore options

11. ACTION ITEMS

A. Consent Agenda

i. Approve March 18, 2014 City Council Minutes
ii. Approve April 1, 2014 Vouchers in the amount of $118,387.76

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

11. ACTION ITEMS

B. General Business

i. Confirm Mayor Peterson's appointment of Brian Prisock to the Planning Commission

ii. Award a contract to Wendle Ford for purchase of three new City vehicles

iii. Authorize the Mayor/City Administrator to sign to Purchase Agreement for a 2014 WideSpin 1540 TEC Topdresser

iv. Award the construction contract with Environment West, Inc. for the Library Reading Garden, and authorize Mayor Peterson to enter into the contract.

v. Authorize Mayor Peterson to enter into the Street Dedication Agreement with Spokane County, Washington, and Telido Station, LLC

12. RESOLUTIONS

A. Resolution No. 14-180 – Accepting Harvest Parkway as a public street located in Telido Station

B. Resolution No. 47D – Amending Personnel Manual, Chapters 7, 8, 9

13. INTRODUCTION OF UPCOMING AGENDA ITEMS

14. CITIZEN COMMENTS

15. ADJOURNMENT

City Council Subcommittee Agendas

From:	Amanda Tainio
To:	Dan Dunne; Hugh Severs; Katy Allen; Keith Kopelson; Robert Moore
Cc:	Andrew Staples; Ann Swenson; Lori Olander; Shane Brickner; Steve Peterson; Michelle Griffin
Subject:	3/31 Community Development Committee 5pm (rescheduled from 3/25)
Start:	Monday, March 31, 2014 5:00:00 PM
End:	Monday, March 31, 2014 6:00:00 PM
Location:	City Hall Conference Room

We had several committee members that were not able to attend tonight, so we are proposing rescheduling the meeting to Monday, March 31st.

Here is your agenda for the March 25th Community Development Committee meeting. If there is anything you would like to add for discussion at future meetings, please email me and I would be happy to add it.

If you will not be able to make it or you will be late, please let me know so I can contact the alternate committee member(s) if needed.

Thanks,
Amanda Tainio
City of Liberty Lake
Planning & Building Services Manager
22710 E. Country Vista Dr.
Liberty Lake, WA 99019
Phone: 509-755-6708
Fax: 509-755-6713
HYPERLINK "mailto:atainio@libertylakewa.gov" atainio@libertylakewa.gov
HYPERLINK "http://www.libertylakewa.gov/" www.libertylakewa.gov/

March 25th Meeting Agenda
City Council Proposed Agenda Overviews
Town Square Park Update
City Hall Open House (Thursday, May 15th, 5pm – 6:30pm)
Development Activity Update

Future Meetings
Parks, Recreation, & Public Art Commission
City Project Updates
Parks, Recreation, Open Space, & Trails Plan Update

Finance Committee Meeting
Agenda – City Hall Conference Room

April 1st, 2014
6:00 PM

I. Follow up items
II. Trailhead Facility
    a. Options – Workshop on April 1, 2014.
    b. Restoration Update
III. Sales Tax Update
IV. Building and Equipment Contingency Fund
v. Voucher Review

ACTION ITEMS

City of Liberty Lake

Consent Agenda for April 1, 2014
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through April 1, 2014

Payee	Description	Amount
	See attached check register report.	
Total checks through April 1, 2014		$ 118,387.76
	TOTAL	**$118,387.76**

RECOMMENDATION: Approve and Authorize for Payment

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

SIGNATURES:

City Clerk

Mayor

Finance Committee

CHECK REGISTER

CITY OF LIBERTY LAKE
MCAG #: 2757

04/01/2014 To: 04/30/2014

Time: 13:58:38 Date: 03/27/2014

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
882	04/01/2014	Claims	1	18685	ACCEL PLASTICS/AEDEC	1,058.00	PLASTIC PARTS
883	04/01/2014	Claims	1	18686	ACE LANDSCAPING CORP	2,168.57	REPAIR ROUNDABOUT
884	04/01/2014	Claims	1	18687	ACUSHNET COMPANY/TITLEIST	97.22	CAP
885	04/01/2014	Claims	1	18688	ADAMS GOLF	3,027.91	PRO SHOP ITEMS
886	04/01/2014	Claims	1	18689	AMA GOLF	108.82	PRO SHOP ITEMS
887	04/01/2014	Claims	1	18690	AMAZON	1,244.78	OFFICE SUPPLIES,BOOKS,CAMERA
888	04/01/2014	Claims	1	18691	AVISTA UTILITIES	2,862.51	REPAIR AVISTA UTILITIES ELECTRIC PROPERTY
889	04/01/2014	Claims	1	18692	BIG R	21.72	ADJUSTABLE RAKE
890	04/01/2014	Claims	1	18693	BLUMENTHAL UNIFORMS EQUIP	25.98	CRIMINAL, VEHICLE CODE BOOKS BOEGENRIEF
891	04/01/2014	Claims	1	18694	CANON SOLUTIONS AMERICA	145.07	COPIER MAINT
892	04/01/2014	Claims	1	18695	CENTURYLINK	227.99	TRAILHEAD PHONE
893	04/01/2014	Claims	1	18696	CITY OF COEUR D'ALENE	20.00	CARY REGISTRATION WORKSHOPS
894	04/01/2014	Claims	1	18697	CITY OF SPOKANE	306.75	CAD/RMS/JMS QTR 1 2014
895	04/01/2014	Claims	1	18698	CITY SERVICE VALCON	843.94	FUEL
896	04/01/2014	Claims	1	18699	CLARKS TIRE & AUTOMOTIVE LLC	3,013.24	LLPD1,14,6,9,3,SCOPE2 OIL CHANGES, TRANSMISSION
897	04/01/2014	Claims	1	18700	COMCAST	110.77	INTERNET
898	04/01/2014	Claims	1	18701	COUNTRY LOCK & KEY INC	116.31	REPLACEMENT LOCK ROCKY HILL
899	04/01/2014	Claims	1	18702	DIRECTV	138.98	SATELLITE TV
900	04/01/2014	Claims	1	18703	DOOR SPECIALTIES INC	4,195.82	ROLL DOWN DOORS DRIVING RANGE
901	04/01/2014	Claims	1	18704	GOLF CARS ETC	13.36	PICKER OIL FILTER
902	04/01/2014	Claims	1	18705	GREATER SPOKANE INC	10,000.00	ANNUAL MEMBERSHIP DUES 4/1/14-3/31/15
903	04/01/2014	Claims	1	18706	GREATER SPOKANE VALLEY CHAMBER	25.00	MARCH BUSINESS CONNECTIONS-MAYOR
904	04/01/2014	Claims	1	18707	GUNARAMA WHOLESALE INC	1,539.13	GLOCKS FOR SCHMECKPEPER,GIBSON,BOURGEOIS
905	04/01/2014	Claims	1	18708	GUS JOHNSON FORD	260.62	BRAKE/TIRE INSPECT FORD ESCAPE
906	04/01/2014	Claims	1	18709	HORIZON	495.75	IRR PARTS
907	04/01/2014	Claims	1	18710	INDUSTRIAL COMMUNICATIONS - SPOKANE	1,103.31	LLPD10,5,15 REPAIR LIGHT BAR,REAR SEAT REMOVAL,INSTALL/REWIRE PUSH BUMPER
908	04/01/2014	Claims	1	18711	INGRAM LIBRARY SERVICES	363.11	BOOKS
909	04/01/2014	Claims	1	18712	JANWAY COMPANY USA INC	196.00	MAGNETS
910	04/01/2014	Claims	1	18713	JOSEPH ELLIOT USA LLC	713.03	PRO SHOP ITEMS
911	04/01/2014	Claims	1	18714	L & R ULTRASONICS	465.00	HANDGUN CLEANING SYSTEM
912	04/01/2014	Claims	1	18715	LANE MOUNTAIN	1,306.86	BUNKER SAND
913	04/01/2014	Claims	1	18716	LIBERTY LAKE SEWER AND WATER DISTRICT	1,020.09	UTILITIES
914	04/01/2014	Claims	1	18717	MCCLEARY HEATING	40.00	Refunding Invoice #1812, Permit 2014.0130.MP0040 Parcel not in city limits

CHECK REGISTER

CITY OF LIBERTY LAKE
MCAG #: 2757

04/01/2014 To: 04/30/2014

Time: 13:58:38 Date: 03/27/2014

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
915	04/01/2014	Claims	1	18718	MPH INDUSTRIES INC	2,064.21	GRANT-RADAR/REAR ANTENNA
916	04/01/2014	Claims	1	18719	NIKE USA INC	90.45	SPECIAL ORDER
917	04/01/2014	Claims	1	18720	NORTHWEST BUSINESS STAMP	180.99	STAMPS
918	04/01/2014	Claims	1	18721	O'REILLY AUTO PARTS	20.83	6X4 GATOR PARTS
919	04/01/2014	Claims	1	18722	OFFICE DEPOT	1,049.82	OFFICE SUPPLIES
920	04/01/2014	Claims	1	18723	ORIENTAL TRADING COMPANY	247.69	CHILL SUPPLIES
921	04/01/2014	Claims	1	18724	PACIFIC POWER PRODUCTS	636.04	SHARPEN REELS
922	04/01/2014	Claims	1	18725	PARAGON SPORTS	3,919.00	PRO SHOP ITEMS
923	04/01/2014	Claims	1	18726	PEPLINSKI EXCAVATION INC	2,350.86	REPAIR STOP SIGNS,POT HOLES;DE ICE 3/11
924	04/01/2014	Claims	1	18727	JOAN PETERS	864.00	REC CLASSES MAR
925	04/01/2014	Claims	1	18728	STEPHEN K PETERSON	260.73	FEB MILEAGE/PARKING
926	04/01/2014	Claims	1	18729	PLANET TURF	1,152.22	FERTILIZER
927	04/01/2014	Claims	1	18730	PROACTIVE SPORTS INC	446.56	PRO SHOP ITEMS
928	04/01/2014	Claims	1	18731	PTERA INC	43,374.73	FIBER INSTALLATION
929	04/01/2014	Claims	1	18732	RANGE SERVANT AMERICA INC	620.28	BAG,BASKETS,E-RANGE KEYS
930	04/01/2014	Claims	1	18733	RMT EQUIPMENT	408.95	5111-PARTS
931	04/01/2014	Claims	1	18734	ROSEN PUBLISHING	250.00	SET EBOOKS
932	04/01/2014	Claims	1	18735	ROTO ROOTER PLUMBING & DRAIN SVC	1,290.35	ROCKY HILL RESTROOMS-REPAIR BROKEN PIPE
933	04/01/2014	Claims	1	18736	ROYAL BUSINESS SYSTEMS INC	97.04	COPY OVERAGE RATE
934	04/01/2014	Claims	1	18737	SENSKE LAWN & TREE CARE	163.05	TREAT PERIMETER OF FACILITY
935	04/01/2014	Claims	1	18738	SHOWCASES	106.60	CD ALBUM
936	04/01/2014	Claims	1	18739	SPOKANE COUNTY DIST CT	5,489.82	COURT FEES FEB
937	04/01/2014	Claims	1	18740	SPOKANE HOUSE OF HOSE INC	30.59	TORO Z TURN PARTS
938	04/01/2014	Claims	1	18741	SPOKANE VALLEY POWER TOOL INC	136.65	TORO Z TURN PARTS
939	04/01/2014	Claims	1	18742	STADIUM SPORTS	1,842.63	CHILL STAFF/PARTICIPANT SHIRTS,PAVILLION PARK STRUCTURE FLAGS
940	04/01/2014	Claims	1	18743	STAPLES ADVANTAGE	102.37	OFFICE SUPPLIES
941	04/01/2014	Claims	1	18744	ANN L SWENSON	783.56	WMCA CONF PASCO MILEAGE/REGISTRATION/HOTEL/PER DIEM
942	04/01/2014	Claims	1	18745	TAYLOR MADE GOLF COMPANY INC	1,494.19	DEMO,SPRING ORDER
943	04/01/2014	Claims	1	18746	THE ANTIGUA GROUP INC	1,712.82	PRO SHOP ITEMS
944	04/01/2014	Claims	1	18747	TIRE-RAMA	240.96	SHUTTLE REPLACE BLOCK HEATER
945	04/01/2014	Claims	1	18748	TRAFSYS INC	405.00	OMNICOUNTER PRO NON-RADIO STARTER KIT
946	04/01/2014	Claims	1	18749	VERNON LIBRARY SUPPLIES	165.18	REDDI-COVERS,CD BINDER
947	04/01/2014	Claims	1	18750	WCP SOLUTIONS	20.00	URINAL SCREEN W/BLOCK
948	04/01/2014	Claims	1	18751	WILBUR-ELLIS COMPANY	132.62	STR MEDIANS PRE EMERGENT WEED KILLER
949	04/01/2014	Claims	1	18752	XO COMMUNICATIONS	8,961.33	TELEPHONES MAR, RETRO OCT '13-FEB '14

001 General Fund	89,324.12
110 Street Fund	8,071.28

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo	
	410 Stormwater Utility Fund				178.78		
	420 Golf Operations Fund				20,813.58		
						Claims:	118,387.76
	* Transaction Has Mixed Revenue And Expense Accounts				118,387.76		

"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 and that the claims are just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claims."

City Clerk

Date

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

City Clerk

Date

AGENDA ITEM NO.: 11Bi

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Planning Commission Confirmation

FOR THE AGENDA OF: April 1, 2014

DEPT. OF ORIGIN: Planning & Building Services

EXHIBIT:
None

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED:	**Not Applicable**
BUDGETED:	**Not Applicable**

SUMMARY STATEMENT

Unfortunately, Ashley Salzwedel has had to resign from the Planning Commission effective April 10th due to a family re-location. Brian Prisock was appointed to the Planning Commission in 2014 as an Adjunct Member. Per the adopted Planning Commission Bylaws, Adjunct Members may become full time voting members if a vacancy occurs on the Planning Commission and they are appointed to the position. Mayor Peterson has nominated Brian Prisock to fill the remainder of her term, pending confirmation by the City Council.

Per the Planning Commission Bylaws, vacancies occurring other than through the expiration of terms shall be filled for the unexpired term in the same manner as for appointments. Ashley Salzwedel's term expires December 31, 2014, so Brian Prisock's voting member term would be modified from his original appointment.

RECOMMENDED ACTION

1. Accept the nomination of Brian Prisock to the Full Time Voting Member position on the City Planning Commission (term expires December 31, 2014).

AGENDA ITEM NO.: 11Bii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: **Car Bid Award**

FOR THE AGENDA OF: April 1, 2014

DEPT. OF ORIGIN: Police

EXHIBIT: **RFP and Bid Proposal**

DEPT. HEAD APPROVAL: Chief Brian Asmus

EXPENDITURE REQUIRED:	**YES**
BUDGETED:	**YES**

SUMMARY STATEMENT

Liberty Lake Police Department advertised an RFP for the purchase and equipping of 1 Ford Police Interceptor Sedan, 1 Ford Police SUV, and 1 Ford Escape for City Hall. The RFP was placed on the city website and advertised for two weeks in the Spokesman Review. Bids were due to City Hall by end of business on March 14th. One bid for all three vehicles was received from Wendle Ford. The RFP and bid proposal from Wendle Ford are attached. The bid received was lower than the state contract pricing for the same vehicles, and are within the 2015 budgeted amount.

Due to the timing of the RFP, the bid proposal is for 2015 model year police vehicles, and 2014 model year Ford Escape.

Bid Summary:

Description	Base Price	Tax/License/Fees	Total
2014 Ford Escape 4X4SE	$23,789.54	$2,167.52	$25,957.06
2015 Ford Police Utility	$39,134.86	$3,533.35	$42,668.11
2015 For Police Sedan	$37,805.96	$3,414.98	$41,220.94

RECOMMENDED ACTION

Staff recommendation is to award the RFP for the purchase of all three vehicles to Wendle Ford.

PRICING AND ORDERING CHECKLIST
FORD ESCAPE

Commodity Code: 2314-110-001 **Model: Ford Escape FWD S (U0F/100A)** *Note: Insert Quantity Next to Color Option*	X Oxford White _____ Sunset _____ Black	_____ Deep Impact Blue _____ Sterling Grey	_____ Ingot Silver _____ Karat Gold

OPTION	OPTION DESCRIPTION	QTY	PRICE EACH	PRICE EXTENSION
2314-110-001	Base Model: Ford Escape (U0F/100A)	1	.	$_____
2314-110-002	Credit for pickup from Dealer (Orders for Eastern Washington) (**Deduct**)(DLR)	1	.	$(_____)
2314-110-003	Credit for pickup from Dealer (Orders for Western Washington) (**Deduct**)(DLR)	_____	.	$(_____)
2314-110-004	Alternative Engines: 1.6L Liter 4 Cylinder (EcoBoost, 178HP, FWD = 23/32mpg, AWD = 22/30mpg)(Includes "SE" Trim Upgrade, Outside Temperature Display and Compass, Fog Lamps, Auto headlamps, Privacy Glass, 10-way Power Driver's Seat with Power Lumbar, Rear Center Armrest, Satellite Radio, 17" Aluminum Wheels)(N/A with Trailer Towing Package)(U0G/200A/99X)	1	.	$_____
2314-110-005	Alternative Engines: 2.0L Liter 4 Cylinder (EcoBoost, 240HP, FWD=22/30mpg, AWD=21/28mpg)(Includes "SE" Trim Upgrade, Outside Temperature Display and Compass, Fog Lamps, Auto headlamps, Privacy Glass, 10-way Power Driver's Seat with Power Lumbar, Rear Center Armrest, Satellite Radio, 17" Aluminum Wheels(U0G/200A/999)	_____		$_____
2314-110-006	Daytime Running Lights(942)	_____		$_____
2314-110-007	Heater, Engine Block(41H)	_____		$_____
2314-110-008	Keys, Set of 2 Instead of 4 (**Deduct**)(DLR)	_____		$(_____)
2314-110-009	Manuals, Service(CD)(DLR)	_____		$_____
2314-110-010	Mats, Rubber Floor (pr)(DLR)	1	$64.00/pr.	$_____
2314-110-011	Mud Flaps, Front & Rear(DLR)	1	$60.00/ea.	$_____
2314-110-012	Remote Vehicle Starter System(63D)	_____		$_____
2314-110-013	Reverse Sensing Systems (N/A with 4WD and Trailer Tow Package(60S)	1		$_____
2314-110-014	Stock Vehicle Upcharge, Dealer stock vehicle with all contract required equipment, color white, delivery 7 days (DLR)	_____		$_____
2314-110-015	Towing Package (Identify Components) (Include Maximum Factory Cooling Radiator, Engine Oil, Transmission) (Includes 4-pin trailer wiring harness, 4-pin connector, hitch receiver,	_____		$_____

	trailer sway control, Class II, 3,500# Trailer Tow Capacity)(Must also order 2.0L EcoBoost Engine w/ SE Trim Upgrade)(536)			
2314-110-016	Undercoating(DLR)	_____		$_____
2314-110-017	Upgrade Four Wheel Drive (4WD) Model or All Wheel Drive (AWD) with all contract required equipment (Identify other content and changes in available options) (May be separately awarded)(4WD Model)(Includes Alternative Engine 1.6L EcoBoost with SE Trim Upgrade)(U9G/99X)	1		$_____
2314-110-018	Upgrade Four Wheel Drive (4WD) Model or All Wheel Drive (AWD) with all contract required equipment (Identify other content and changes in available options) (May be separately awarded)(4WD Model) Includes Alternative Engine 2.0L EcoBoost with SE Trim Upgrade)(U9G/999)	_____		$_____

PRICING AND ORDERING CHECKLIST **FORD ESCAPE**(CONT.)				
2314-110-019	Fleet Cargo Management System (Includes Tonneau Cover Shade, Black Roof Rails and Cross Bars)(N/A with "SE Trim Upgrade")(62S)	_____		$_____
2314-110-020	Privacy Glass (Included with SE Trim Upgrade)(924)	_____		$_____
2314-110-021	Tonneau Cover (Cargo Shade)(Must order Alternative Engine, 1.6L EcoBoost or 2.0L EcoBoost, with SE Trim Upgrade)(85T)	_____		$_____
2314-110-022	SE Convenience Package (Includes SYNC upgrade with MyFord Touch, 3-year complimentary subscription to SYNC Services, 8" TFT Screen, 9 speakers, dual-zone auto temperature control, media hub, reverse sensing system, perimeter alarm, power converter 110V outlet, black roof side rails)(Must also order Alternative Engine, 1.6L or 2.0L EcoBoost, with SE Trim Upgrade)(201a)	_____		$_____
2314-110-023	18" Bright Chrome Alloy Wheel (Only Available with SE Convenience Package #201A)(64L)	_____		$_____
2314-110-024	Power Liftgate (Only Available with SE Convenience Package #201A)(18P)	_____		$_____
2314-110-025	Navigation with SYNC Services (Only Available with SE Convenience Package #201A)(586)	_____		$_____
2314-110-026	Roof Cross Bars (Only available with SE Convenience Package #201A)(61X)	_____		$_____
2314-110-027	Remote Keyless Entry Fob with Integrated Key, Extra, Programmed(DLR)	_____		$_____
			SUBTOTAL	$_____

	+ 8.7% SST	$
	TOTAL	$

City of Liberty Lake
Request for Proposal
The City of Liberty Lake is accepting bids for the following:

2014 Ford escape to include the following: 1.6L Ecoboost, Specifications are available upon request.
Bid to include option of purchase to include listed options, and associated fees, taxes, and licensing ..
Bids must be received no later than March 14, 2014 at 5:00 P.M. Bids can be mailed or delivered to:
Liberty Lake City Hall 22710 E. Country Vista Drive Liberty Lake, WA. 99019.
For additional RFP details or questions please visit the city website www.libertylakewa.gov or contact Chief Brian Asmus at 755-1140.

City of Liberty Lake
Request for Proposal
The City of Liberty Lake is accepting bids for the following:

2014 Ford Police AWD Police Utility to include the following: 3.7L, V6 Engine, Setina TPO rear door guards, double vertical weapon system partition, Remappable steering wheel switches,Setina Single Transport System to include Setina polycarbonate window barriers (untinted), driver side spot lamp(8 Degree), Setina trunk tray, Upfitting and Specifications are available upon request. Bid to include option of purchase to include listed options, and associated fees, taxes, and licensing. Bids must be received no later than March 14, 2014 at 5:00 P.M. Bids can be mailed or delivered to: Liberty Lake City Hall 22710 E. Country Vista Drive Liberty Lake, WA. 99019. For additional RFP details or questions please visit the city website www.libertylakewa.gov or contact Chief Brian Asmus at 755-1140.

POLICE VEHICLE - FULL SIZE PURSUIT

VEHICLE TYPE: Utility

MAKE/MODEL: **FORD POLICE AWD INTERCEPTOR UTILITY**

EQUIPMENT INCLUDED IN NET PRICE

- 3.7L V6 Ti-VCT Gas (305 HP)
- AWD Drivetrain
- Automatic Transmission, Highest Capacity Cooler, (police calibrated)
- P245/55R18 BSW Speed Rated Radial Tires,
- Matching Full Size Spare Tire & Wheel (w-rated)
- Power Door Locks
- Power Windows w/Passenger Lockout Switch
- Driver and Front Passenger Air Bags, Front & Side Impact (includes side canopy)
- Power Steering w/Electric Power Assist
- HD Power Brakes, Anti-Lock System (police calibrated)
- 750 CCA Battery
- 220 AMP Alternator
- Police Pursuit Suspension Package
- HD Front Bucket Seats, Cloth
- HD Rear Bench Seat, Cloth w/HD Seat Cushions (TTC/88c)
- Air Conditioning
- Light Tinted Glass, All Around
- Trunk, Glove Box, Dome/ High Intensity Map Lights
- Tilt Steering Wheel
- Electric Rear Window Defroster
- Headlamps on Warning Buzzer/Chime
- Maximum Capacity Engine Cooling
- Power Driver's Seat
- Power Adjustable Pedals

Fuel MPG: 17 City and 24 Hwy with AWD

- Inside Hood Release
- BLIS - Blind Spot Monitoring with Cross Traffic Alert
- Electric Trunk Release, Battery Operated
- Intermittent Wipers
- AM/FM/CD
- Auxiliary Power Points (2 on IP)
- Certified Police Speedometer, 0-131 MPH
- Gauges, Water Temp, Fuel
- Power Distribution Connector (Power Pigtail Harness)
- Hubcaps, Wheel Covers
- HD Rubber Floor Covering
- Removable Headliner with Dual Beam Map Light
- Random Code Single Key Lock System, Four Sets of Keys
- Power Heated Mirrors, Manual Folding w/Power Heated Glass & Blind Spot Monitoring
- HD Cooling
- Radio Suppression Pkg. (noise suppression bonds)
- All Factory Standard Police Package Equipment including Tire Pressure Monitoring System
Cruise Control
Engine Idle Meter
3 year/36,000 Mile Warranty Bumper to Bumper 5Yr/100,000 Mile Drivetrain

Mercury Free Vehicle, Lead Free Wheel Weights

NHTSA CRASH TEST RATINGS,

FRONTAL (D/P) TBD

SIDE (F/R) TBD

ROLLOVER TBD

ORDER CODE	VEHICLE DESCRIPTION	***ORDER QTY***
2314-083-004	2014 Ford Police AWD Utility, Full-size Police, Utility/SUV (K8A//500A)	

NO COST EXTERIOR: ***INDICATE QUANTITY OF COLOR(S) SELECTED***

(Special Paint Available at Extra Cost)

(Only Interior Color Available is Charcoal Black)

Ingot Silver Metallic

ORDER CODE	***OPTION DESCRIPTION***	***ORDER QTY***	***PRICE***
2314-088-024	Dark Car Feature (courtesy lamp disable when any door is opened) (I3C)		
	Setina TPO Door Guards, Rear doors		
	Single Prisoner Transport solution , One Standard Shotgun Lock, One Adjustable Universal Lock Including Key Override and Timer (Partition, Horizontal)(Setina) for AR15/Shotgun		
	BLIS Blind Spot Monitoring with Cross-traffic Alert (also Heated Sideview Mirrors)(May be ordered separately #549) (D55B)		
2314-088-036	Remote Keyless Entry Key Fob (does NOT include keypad)(N/A with Fleet Keyed Alike)(60P)		
2314-088-007	Front Headlamp/Housing Only (includes amber park-turn signal indicators and pre-drilled LED holes (does not include LED lights) (Not available with 2313-080-029 Front Headlamp Lighting Solution, 2313-080-053 Ready for the Road Packages) (13P)		
2314-088-030	Hidden Door Lock Plunger/ Rear Door Handle Operable (63B)		
2314-083-072	Mud Flaps, HD Plastic (Set of 4)		
2314-088-035	Rearview Camera (includes Electrochromic Rearview Mirror) (77B)		
2314-088-046	Spot lamp- driver only (LED bulb) (8 Degree)		
2314-083-084	Window Barriers, Rear Doors, Polycarbonate Panel, Untinted (Setina)		
2314-088-0041	Remappable (4) switches on steering wheel (less Voice unless ordered with 2313-080-078, SYNC) (47J/47K)		
2314-083-086	Seat Rear AEDEC Prostraint (Factory Seat and Seat Belts Loose in Trunk) (Includes center-originating seat belts)(DLR)		
	Havis center console with the following part numbers Console- Cup Holder C-CUP2-1 3-Plug Plate- C-LP-3 3” Acc Pocket C-AP-0325 C-ARM-103 Arm Rest		
	Havis Laptop parts C-HDM-204 CHECK C-HDM-304 C-MD-202		
	Federal Signal Emergency lights- (1)-Siren Speaker ES-100 Spectralux Full Visor LED- Liberty Lake PD Spec Spectralux Rear Deck LED-Liberty Lake RD Spec (4)416200-WW In Line Corner LED (2) Micro Pulse 6LED MPS600RB (2)MPSM3-SPACRKT Brackets		

	Red/White Map Light-CA0130 (D&R Electronics)		
	Ram Tough Hub-RAM-234-HUB1U		
	Wiring Harness run to rear tray with user replaceable fuses or fuse block.		
	Prisoner Light-M15L- Truck Light		
	Items for SECTOR(Electronic tickets) PJ6 Printer(PJ622) w/power cord, In vehicle mount-Rugged-Roll Paper(LB3689), Xenon SECTOR Scanner WA (1900GSR-LTRK-WAS)		
		Subtotal	
	All items to be installed per specification sheet		
	Install user provided Federal Signal SSP Platinum-Model#SPKN (Pre-programmed)		
	Install user provided Motorola APX radio with antennae kits per specifications		
	Delivery to Liberty Lake Police Department 23127 E Mission Ave Liberty Lake,WA		
	Subtotal		
	All Fees		
	Licensing		
	Tax		
	Total		

City of Liberty Lake
Request for Proposal
The City of Liberty Lake is accepting bids for the following:

2014 Ford Police AWD Interceptor to include the following: 3.7L, V6 Engine, Setina TPO rear door guards, Setina double vertical weapon system partition, HD push bumpers, Remappable steering wheel switches, AEDEC Prisoner Transport seat, driver side spot lamp(8 Degree), Setina trunk tray, Setina Polycarbonate window barriers (untinted). Upfitting and Specifications are available upon request.
Bid to include option of purchase to include listed options, and associated fees, taxes, and licensing.
Bids must be received no later than March 14, 2014 at 5:00 P.M. Bids can be mailed or delivered to: Liberty Lake City Hall 22710 E. Country Vista Drive Liberty Lake, WA. 99019.
For additional RFP details or questions please visit the city website www.libertylakewa.gov or contact Chief Brian Asmus at 755-1140.

LIBERTY LAKE POLICE DEPARTMENT

POLICE VEHICLE - FULL SIZE PURSUIT

VEHICLE TYPE: 4 DOOR SEDAN MAKE/MODEL: **FORD POLICE AWD INTERCEPTOR**

EQUIPMENT INCLUDED IN NET PRICE

- 3.7L V6 Ti-VCT Gas (305 HP)
- AWD Drivetrain
- Automatic Transmission, Highest Capacity Cooler, (police calibrated)
- P245/55R18 BSW Speed Rated Radial Tires,
- Matching Full Size Spare Tire & Wheel (w-rated)
- Power Door Locks
- Power Windows w/Passenger Lockout Switch
- Driver and Front Passenger Air Bags, Front & Side Impact (includes side canopy)
- Power Steering w/Electric Power Assist
- HD Power Brakes, Anti-Lock System (police calibrated)
- 750 CCA Battery
- 220 AMP Alternator
- Police Pursuit Suspension Package
- HD Front Bucket Seats, Cloth
- HD Rear Bench Seat, Cloth w/HD Seat Cushions (TTC/88c)
- Air Conditioning
- Light Tinted Glass, All Around
- Trunk, Glove Box, Dome/ High Intensity Map Lights
- Tilt Steering Wheel
- Electric Rear Window Defroster
- Headlamps on Warning Buzzer/Chime
- Maximum Capacity Engine Cooling
- Power Driver's Seat
- Power Adjustable Pedals

Fuel MPG: 17 City and 24 Hwy with AWD

- Inside Hood Release
- BLIS - Blind Spot Monitoring with Cross Traffic Alert
- Electric Trunk Release, Battery Operated
- Intermittent Wipers
- AM/FM/CD
- Auxiliary Power Points (2 on IP)
- Certified Police Speedometer, 0-131 MPH
- Gauges, Water Temp, Fuel
- Power Distribution Connector (Power Pigtail Harness)
- Hubcaps, Wheel Covers
- HD Rubber Floor Covering
- Removable Headliner with Dual Beam Map Light
- Random Code Single Key Lock System, Four Sets of Keys
- Power Heated Mirrors, Manual Folding w/Power Heated Glass & Blind Spot Monitoring
- HD Cooling
- Radio Suppression Pkg. (noise suppression bonds)
- All Factory Standard Police Package Equipment including Tire Pressure Monitoring System

3.39 RAR (AWD)
Cruise Control
Engine Idle Meter
3 year/36,000 Mile Warranty Bumper to Bumper 5Yr/100,000 Mile Drivetrain

Mercury Free Vehicle, Lead Free Wheel Weights
NHTSA CRASH TEST RATINGS,
FRONTAL (D/P) TBD
SIDE (F/R) TBD
ROLLOVER TBD

ORDER CODE	VEHICLE DESCRIPTION	***ORDER QTY***
2314-083-004	2014 Ford Police AWD Interceptor Automobile, Full-size Police, 4 Door Sedan (P2M/500A/998/44C)	

NO COST EXTERIOR: ***INDICATE QUANTITY OF COLOR(S) SELECTED***
(Special Paint Available at Extra Cost)
(Only Interior Color Available is Charcoal Black)

Ingot Silver Metallic

LIBERTY LAKE POLICE DEPARTMENT

ORDER CODE	***OPTION DESCRIPTION***	***ORDER QTY***	***PRICE***
2314-083-023	Dark Car Feature (courtesy lamp disable when any door is opened) (I3C)		
2314-083-074	Setina TPO Door Guards, Rear doors		
2314-083-076 2314-083-077	Double Vertical Weapon System Partition, Horizontal Sliding Center Section w/Lexan, Includes Lower Recess Extension Panel, One Standard Shotgun Lock, One Adjustable Universal Lock Including Key Override and Timer (Partition, Horizontal)(Setina/10XL) for AR15/Shotgun		
	Setina Trunk Tray W/circulating fan		
2314-083-038	BLIS Blind Spot Monitoring with Cross-traffic Alert (includes manual fold-away heated mirrors)(55B)		
2314-083-042	Remote Keyless Entry Key Fob (does NOT include keypad)(N/A with Fleet Keyed Alike)(60P)		
2314-083-008	Front Headlamp/Housing Only (includes amber park-turn signal indicators and pre-drilled LED holes (does not include LED lights) (Not available with 2313-080-029 Front Headlamp Lighting Solution, 2313-080-053 Ready for the Road Packages) (13P)		
2314-083-027	Hidden Door Lock Plunger/ Rear Door Handle Operable (63B)		
2314-083-072	Mud Flaps, HD Plastic (Set of 4)		
2314-083-035	Rearview Camera (includes Electrochromic Rearview Mirror) (77B)		
2314-083-082	Push Bumpers, HD w/ Welded Upper Cross Support, (PB450) L4 Federal Signal VIPER EXT Front (2)(R/B/W) Side (2)(LT R/W)(RT B/W)		
2314-083-053	Spot lamp- driver only (LED bulb) (8 Degree)		
2314-083-084	Window Barriers, Rear Doors, Polycarbonate Panel, Untinted (Setina)		
2314-083-037	Remappable (4) switches on steering wheel (less Voice unless ordered with 2313-080-078, SYNC) (47J/47K)		
2314-083-086	Seat Rear AEDEC Prostraint (Factory Seat and Seat Belts Loose in Trunk) (Includes center-originating seat belts)(DLR)		
	Havis console with the following part numbers Console- C-VS-1400-INSE Cup Holder C-CUP-EC 3-Plug Plate- C-LP-3 3” Acc Pocket C-AP-0325 C-ARM-104 Arm Rest		

	Havis Laptop parts C-HDM-204 C-HDM-304 C-MD-202		
	Federal Signal Emergency lights- (1)-Siren Speaker ES-100 (1)-Bracket-ESB-TAR11 (1)IPX600R-License Plate LED (1)IPX600B- License Plate LED (1)LPH1 License plate bracket Spectralux Full Visor LED- Liberty Lake PD Spec Spectralux Rear Deck LED-Liberty Lake RD Spec (4)416200-WW In Line Corner LED (2) Micro Pulse 6LED MPS600RB (2)MPSM3-SPACRKT Brackets		
	Red/White Map Light-CA0130 (D&R Electronics)		
	Ram Tough Hub-RAM-234-HUB1U		
	Wiring Harness run to rear tray with user replaceable fuses or fuse block.		
	Prisoner Light-M15L- Truck Light		
	Trunk light kill switch installed on tray		
	Items for SECTOR(Electronic tickets) PJ6 Printer(PJ622) w/power cord, In vehicle mount-Rugged-Roll Paper(LB3689), Xenon SECTOR Scanner WA (1900GSR-LTRK-WAS)		
		Subtotal	
	All items to be installed per specification sheet		
	Install user provided Federal Signal SSP Platinum-Model#SPKN (Pre-programmed)		
	Install user provided Motorola APX radio with antennae kits per specifications		
	Install current Liberty Lake Police markings per specifications(Vendor Expect A Lot)		
	Delivery to Liberty Lake Police Department 23127 E Mission Ave Liberty Lake,WA		
	Subtotal		
	All Fees		
	Licensing		
	Tax		
	Total		

Chief Brian Asmus,

Here is the updated 2015 pricing for the Police Interceptor Sedan and SUV

Govt. Fleet pricing and Upfit Accessories per specifications list(s) and addendum(s):

(1)2015 FORD 4WD POLICE INTERCEPTOR UTILITY & UPFIT PER SPEC SHEET
$39,134.86 + (WA tax, lic./fees).

(1)2015 FORD AWD POLICE INTERCEPTOR SEDAN & UPFIT PER SPEC SHEET
$37,805.96 + (WA tax, lic./fees).

(1)2014 FORD ESCAPE 4X4 SE
$23,789.54 + (WA tax, lic./fees).

"Thank you" for the opportunity to earn your business.

Appreciatively,

Aaron D. Austin
Fleet & Commercial Vehicle Sales
Main: 509-468-9000
Direct: 509-343-7438
Cell: 509-953-7260
Fax: 509-343-7430

aarona@wendle.com
www.wendle.com

AGENDA ITEM NO.: 11Biii

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
2014 WideSpin 1540 TEC Topdresser

FOR THE AGENDA OF: April 1, 2014

DEPT. OF ORIGIN: Parks/Streets/Golf

EXHIBIT:
A – Quote from Pacific Golf & Turf

DEPT. HEAD APPROVAL: RJ Stevenson

EXPENDITURE REQUIRED:	**$13,489.67 Parks - Golf**
BUDGETED:	**Included in the 2014 Budget**

SUMMARY STATEMENT

City desires to purchase a 2014 WideSpin 1540 TEC Topdresser. The Topdresser will replace the old drop style spreader that was manufactured in 1989. This new equipment will be used in our parks, ball fields and the golf course. The City is using the State Contract for this purchase.

RECOMMENDED ACTION

1. Authorize the Mayor/City Administrator to sign to Purchase Agreement.

E-Z-GO A Textron Company

Pacific Golf & Turf

Snohomish, WA 360-568-7798 | Portland, OR 503-282-6022 | Spokane, WA 509-535-3663

JOHN DEERE GOLF

Quotation

From: PACIFIC GOLF & TURF
6615 E. MALLON AVE.
SPOKANE VALLEY, WA 99212
Cell: 509-953-6482
Office: 509-535-3663
SLEBSACK@pacificgolfturf.com

To: JENNIFER CAMP
CITY OF LIBERTY LAKE #89358
22710 E COUNTRY VISTA DR.
LIBERTY LAKE, WA 99019

Date: March 14, 2014

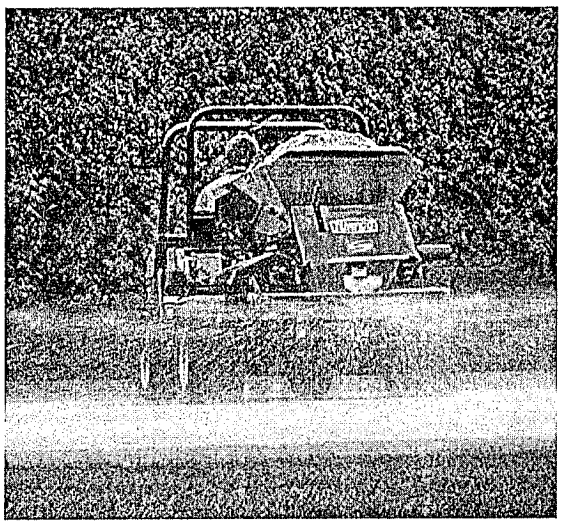
Quote #: 36193

Quantity	Description	Price
1	1540EC TOW BHD SPRD W/S	$12,410.00
	SUBTOTAL	$12,410.00
	SALES TAX	$1,079.67
	TOTAL	$13,489.67

*Quote is valid for 30 days. Sales Tax is estimated. Subject to credit approval.

Accepted By: _____ Date: ____/____/_____

Title: _____











WideSpin™ 1540 TEC/ 1530 Topdresser

I'D LIKE A DEMO

The new truck-mounted WideSpin™ 1540 TEC, featuring an easy to use electronic controller, and WideSpin 1530 TM deliver improved efficiency and greater control. A few simple mounting brackets and connections is all it takes to turn your four-wheel Cushman® Turf-Truckster®, John Deere ProGator™ or Toro® Workman® into a quality broadcast topdresser.

The industry's best spread every time: Patented WideSpin technology with a unique electronic controller, the WideSpin 1540 TEC offers the industry's greatest level of flexibility and precision available. Our specially designed twin spinners provide an unmatched 26-degree spinner angle adjustment, allowing you to spread up to 40 feet with even better turf penetration. Combined with an easy-to-use electronic controller featuring superintendent lockout, you can customize and set up to three rates to assure consistent results each time, even with different operators. Now you can do up to 95% of your applications without any mechanical adjustments. Dial in the exact program you want, from ultra light to ultra heavy and everything in between. Just set the rates using presets and superintendent lockout. When your crew goes to work, you'll get the application you want. Guaranteed.

VIDEO FEATURES SPECS ACCESSORIES

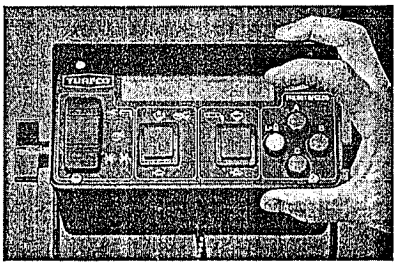
Set Your Program Once for a Consistent Application Every Time—it's as Easy as A-B-C

The new WideSpin™ 1540 TEC Topdresser features an easy to use electronic controller. Featuring three preset buttons, you can dial in and lock up to three customized application rates for greens, tees and approaches—ultimately allowing you to switch rates without getting out of your seat. Our new electronic controller features:

Patented three-position switch guarantees a clean application.

Digitally controlled spinner and belt speeds can be adjusted to your ideal rates.

Superintendent lockout prevents tampering of your preset application rates.



Delivers the Ultimate in Versatility and Simplicity

BEST SPREAD

Patented WideSpin design gives you the perfect spread with the least adjustments.

Switches easily from light to heavy spreads and everything in between.

30 percent more spinner angle provides maximum versatility.

HIGHEST CONTROL

New electronic controller features three customizable preset buttons.

Superintendent lockout assures you get the same spread every time you topdress.

Instantaneously change belt and spinner speed for maximum productivity.

GREATEST DURABILITY

Features Turfco's industry-leading 3-year warranty.

Unique design protects the spinner motors from debris for a longer life.

New and improved shield makes clean-up easier than ever.

Models:	85816 WideSpin 1540 TEC Truck-Mounted for Cushman Turf Truckster (includes mounting kit).
Hopper Capacity:	Cushman: 19 cubic feet (0.54 cubic meters)
Hopper Size:	Cushman: 60" x 37" inches (1.52 x 0.94 meter) at top.
Spreading Width:	9' to 40' (2.74 to 12.19 meters)
Spread Application:	From as little as 1/32" (0.08 mm) to more than 1/4" (6.35 mm) using patented WideSpin Technology.
Topdressing Speed:	Up to 5 mph (8 km/h)
Conveyor Belt:	18" (0.46 meter) wide, pebble surface composition with heavy-duty polyester cord.
Metering Gate:	Full manual adjustment for LIGHTSPREAD ™ and HEAVYSPREAD ™ operation.
Operator Controls:	Optional Electronic control box with 3 programmable presets and lock-out capability. Patented three-position switch turns spinners on before conveyor with integrated remote throttle up/down; independent spinner speed and converyor control.
Drive:	Trucks hydraulic system powers the belt and spinner plates.
Empty Weight:	680 lbs. (308.4 kg) – 85816
Turf Truck Requirements:	Cushman: Hi-lo hydraulic accessory must be installed on truck (part number 894712 for gas or 894713 for diesel).
Optional:	Trench-filler attachment, product number 86150; cross conveyor attachment, product number 86172; storage stand, product number 86139.

WIDESPIN is a trademark of Turfco Manufacturing Inc. TURFCO is a registered trademark of Turfco Manufacturing Inc.
Cushman is a registered trademark of Cushman Textron. Turf-Truckster is a registered trademark of Cushman Textron.
ProGator is a registered trademark of John Deere Co., Inc. Workman is a registered trademark of The Toro Co.



Cross-Conveyor Attachment
Product #86172
Expand the usefulness of your topdresser by allowing them to be used for material handling duties. Quickly and easily attach. Use to top off bunkers, add mulch to flowerbeds, level and repack sprinkler heads and more.



Trench Filler Attachment
Product #86150
A trench filler attachment gives even more uses—and saves time and labor.

Turfco News & Specials your email Sign up!

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AGENDA ITEM NO.: 11Biv

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Bid Award for Library Reading Garden

FOR THE AGENDA OF: April 1, 2014

DEPT. HEAD APPROVAL:

DEPT. OF ORIGIN: Public Works

EXHIBIT: Bid Tabulation, Bidder's Packets, Clean Copy of Agreement

EXPENDITURE REQUIRED:	Yes
BUDGETED:	Yes

SUMMARY STATEMENT

Bids were solicited from five qualified local landscape contractors for the Liberty Lake Library Reading Garden project. We received two bids for the work. This project provides for the provision and installation of the hardscapes as shown on the attached plans.

The work should take about ten working days to complete, but we are providing a 25 working day window to account for possible scheduling changes.

The apparent low bid for the project is Environment West, Inc. The estimate for this work was approximately $18,000 to $20,000. The work under this Agreement is subject to Washington State prevailing wage law.

The Grand Total for the Bid Proposal submitted is ***sixteen thousand three hundred five and 00/100 dollars ($16,305.00).*** No material discrepancies were found on the low bid.

Staff also requests that Council approve a construction contingency amount of $1,600 (10%) for the project to be managed by staff.

RECOMMENDED ACTION

1. Review the Contract and attached exhibits
2. Accept the Contract and authorize the Mayor to enter into Contract with the low Bidder.

BID OPENING

Project: Library Reading Garden
F.A. No.:
Date: March 14, 2014
Time: 2:00 pm
Location: Liberty Lake City Hall

Officiating Opening: Andrew Staples, City Engineer, Ann Swenson, City Clerk

Contractor	Basis of Bid Completed Y/N	Proposal Signed Y/N	Proposal Bond Included Y/N	Bid Submitted on Time, Y/N	Addenda Acknowledged Y/N	Bid Amount Includes Sales Tax
Environment West	Y	Y	Y	Y	Y	$16,305
Clearwater Summit	Y	Y	Y	Y	Y	$18,370.30

BID OPENING

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract with City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
#1	3/11/2014

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all drawings of physical conditions relating to existing building and structures at the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID ITEM NUMBER	UNIT OF MEASURE	ITEM DESCRIPTION	UNITS	UNIT PRICE	TOTAL
1	L.S.	INSTALL HARDSCAPE	---	---	15,000.00
				SUBTOTAL	15,000.00
				SALES TAX, 8.7%	1,305.00
				GRAND TOTAL	16,305.00

Notes:

Contractor shall be responsible for final measurements and supplying all hardscape materials except as noted below.

The existing turf and shrubs shall be removed and properly disposed of.

The Contractor shall furnish all equipment, labor and materials to furnish and install the hardscape and irrigation as shown on the plans.

Contractor shall receive written authorization from the CITY to proceed with the work. Upon notice from the CITY, Contractor shall promptly commence work, timely complete the same and cure any failure in performance under this Agreement.

ARTICLE 6 – NOT USED

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Cashier's check ;

B. List of Project References;

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: ENVIRW1088JB or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – NOT USED

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Environment West, Inc (SEAL)

State of Incorporation: Washington
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Stephen B. Smart

Title: President / Owner
(CORPORATE SEAL)

Attest: Lisa Lawson, Controller

Date of Qualification to do business in WASHINGTON STATE is 04/15/1981.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 7015 N. Argonne Rd
Spokane, WA 99217

Phone No. (509) 921-5555 Fax No. (509) 922-4134

E-mail mikes@environmentwest.com

SUBMITTED on March, 14, 2014.

State Contractor License No. 497 466-00.

BID BOND C-435

Any singular reference to Bidder, Surety, City, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

ENVIRONMENT WEST
7015 Argonne Rd.
Spokane, WA 99217
(509) 921-5555

SURETY *(Name and Address of Principal Place of Business)*:

Moloney O'Neill
Spokane, WA

CITY *(Name and Address)*:

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

BID

Bid Due Date:
Description: Liberty Lake Library Reading Garden
The Contractor shall furnish all equipment, labor and materials to install landscaping as shown on the plans.

BOND

Bond Number:
Date (Not earlier than Bid due date):
Penal sum Five percent of the Bid (Words) $ 815.25 (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Environment West, Inc (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

Michael Stam
Print Name

Construction Manager
Title

Attest: _____
Signature

Controller
Title

SURETY

Moloney O'Neill (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Environment West Landscape Services

Liberty Lake Library
Reading Garden
23123 E Mission Ave
Liberty Lake, WA
Landscape Proposal #LIB031314
March 13, 2014

Landscape and Irrigation — $16,305.00

To Include:

- Demolition and excavation
- Hauling and dumping
- Cutting existing curb
- Temporary fencing
- Topsoil and installation
- Concrete paver paths
- Concrete pad and edging
- Irrigation (spray in lawn, drip irrigation in beds)
- Large rock stepping stones
- Sod lawn
- Pre-emergent
- 2" of decomposed granite

Note:

1. Prices are based on drawings by Michael Terrell; dated 9/10/13
2. Addendum #1 included

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

84677 / M 2414503

RIVER BANK
202 E. Spokane Falls Blvd., Suite 500
Spokane, WA 99202
509-744-6900

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: FIRST INTERSTATE BANK
BILLINGS, MT

108695

03/14/2014

93-541
920

OFFICIAL CHECK

Environment West Re:LL Library Reading Garden

815.25

$815.25

DRAWER: RIVER BANK

PAY
TO THE
ORDER
OF

City of Liberty Lake

MP

⑈108695⑈ ⑆092005411⑆01600173215O⑈

CITY OF LIBERTY LAKE, WA

CONTRACT DOCUMENTS FOR:

LIBERTY LAKE LIBRARY

READING GARDEN

PROJECT CONTACT:
ANDREW D. STAPLES, CITY ENGINEER
LIBERTY LAKE CITY HALL
22710 E. COUNTRY VISTA DRIVE
LIBERTY LAKE, WA 99019
P (509) 755-6700 • F (509) 755-6713

CONTENTS

ADVERTISEMENT

SUGGESTED BID FORM

BID BOND

CONTRACT

PERFORMANCE BOND (DRAFT)

PAYMENT BOND (DRAFT)

REQUEST FOR BIDS

Sealed BIDS for **Liberty Lake Library Reading Garden** will be received by the City of Liberty Lake at 22710 E. Country Vista Drive, Liberty Lake, Washington 99019, until 2:00 pm PST, March 14, 2014. Bids will be opened and read aloud at said location, time and date.

The general SCOPE of the project consists of the following: The Contractor shall furnish all equipment, labor and materials to install landscaping and irrigation as shown on the plans and other contract documents. Vegetation shall be installed by others. The Contractor shall also be responsible for sizing the irrigation system based on design information provided by in the Contract Documents.

Bid Documents are available for printing/download on the City's website:

http://libertylakewa.gov/bids.aspx

Click on the appropriate job to view the documents for printing/download. If you must obtain the documents in another manner, please contact Andrew Staples at 509-755-6730 for other arrangements.

Any questions should be directed to Andrew Staples, P.E., City Engineer, City of Liberty Lake, 509-755-6730. The City of Liberty Lake reserves the right to reject any or all bids.

03/07/14 — /s/ Steve Peterson

Date — Mayor, City of Liberty Lake

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUGGESTED BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract with City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
001	March 11, 2014

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all drawings of physical conditions relating to existing building and structures at the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given the City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City Engineer is acceptable to Bidder.

1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID ITEM NUMBER	UNIT OF MEASURE	ITEM DESCRIPTION	UNITS	UNIT PRICE	TOTAL
1	L.S.	INSTALL HARDSCAPE	---	---	$16,900.00
				SUBTOTAL	$16,900.00
				SALES TAX, 8.7%	1,470.30
				GRAND TOTAL	$ 18,370.30

Notes:

Contractor shall be responsible for final measurements and supplying all hardscape materials except as noted below.

The existing turf and shrubs shall be removed and properly disposed of.

The Contractor shall furnish all equipment, labor and materials to furnish and install the hardscape and irrigation as shown on the plans.

Contractor shall receive written authorization from the CITY to proceed with the work. Upon notice from the CITY, Contractor shall promptly commence work, timely complete the same and cure any failure in performance under this Agreement.

ARTICLE 6 – NOT USED

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of cashiers check a check;

B. List of Project References;

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

D. Contractor's License No.: CLEARSGOOOKN or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – NOT USED

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Clearwater Summit Group, Inc (SEAL)

State of Incorporation: Washington

Type (General Business, Professional, Service, Limited Liability): General

By: Ty R Ullman
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ty Ullman

Title: Vice-President / Owner
(CORPORATE SEAL)

Attest Ruby Yee

Date of Qualification to do business in WASHINGTON STATE is 3/12/93

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. Box 6470
Spokane, WA

Phone No. (509) 482-2722 Fax No. (509) 484-2343

E-mail tullman@clearwatersummitgroup.com

SUBMITTED on March 14, 2014.

State Contractor License No. CLEARSG000KN

BID BOND C-435

Any singular reference to Bidder, Surety, City, or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

CITY *(Name and Address)*:
City of Liberty Lake
22710 E. Country Vista Drive
Liberty Lake, WA 99019

BID
Bid Due Date:
Description: Liberty Lake Library Reading Garden
The Contractor shall furnish all equipment, labor and materials to install landscaping as shown on the plans.

BOND
Bond Number:
Date (Not earlier than Bid due date):
Penal sum Five percent of the Bid (Words) $ 918.52 (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to City upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by City for the work required by the Contract., provided that:

1.1 If there is no such next Bidder, and City does not abandon the Project, then Bidder and Surety shall pay to City the penal sum set forth on the face of this Bond, and
1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
1.3 Recovery under the terms of this Bond shall be City's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by City) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
3.2 All Bids are rejected by City, or
3.3 City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from City, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

LIBRARY READING GARDEN CONTRACT

THIS CONTRACT ("Contract") IS MADE BY AND BETWEEN THE CITY OF LIBERTY LAKE, A CODE CITY OF THE STATE OF WASHINGTON, HEREINAFTER "CITY" AND _____ HEREINAFTER "CONTRACTOR", JOINTLY REFERRED TO AS "PARTIES".

IN CONSIDERATION of the terms and conditions contained herein the Parties covenant and agree as follows:

1. WORK TO BE PERFORMED. The City desires to improve the appearance of the area adjacent to the City of Liberty Lake Library entrance as shown on the Plans, which are attached hereto and incorporated herein by this reference. The Contractor shall be responsible for furnishing and installing hardscapes and irrigation system for plantings.

The site has few existing trees, some turf and shrubs. The trees shall be preserved and protected with all other plant materials to be removed and disposed of by the Contractor. All imported materidals must be of good quality and are subject to approval by the City prior to installation. Any material brought on to the site that has not been inspected by the City shall not be installed.

The Contractor is responsible for selecting good quality irrigation materials for the Work. See the Plans for details.

The Contractor shall be responsible for repairing any damage to existing underground utilities. The cost of repairs shall be borne by the party responsible for any damage.

The City Engineer ("Engineer") or designee shall administer and be the primary contact for Contractor. Contractor shall receive the Engineer's written authorization to proceed with the work. Upon notice from the Engineer, Contractor shall promptly commence work, timely complete the same and cure any failure in performance under this Contract.

All work shall be performed as directed by the Engineer and, if applicable, in conformance with City and State standards. Work shall be communicated to the Contractor through a) the attached Work Order form, b) by verbal communication, or c) by telephone. The intent shall be to keep a written record of all work assigned to the Contractor by the Engineer.

The Contractor shall be available for emergency work during daytime and nighttime hours by telephone. The maximum response time from a call to the Contractor arriving on site shall be less than 30 minutes unless otherwise arranged. Response time to make normal repairs shall be within 24 to 48 hours of the request time by the City.

2. TERM OF CONTRACT. This Contract shall be in full force and effect upon execution of this Contract and shall remain in effect for 25 working days from Notice to Proceed.

Either party may terminate this Contract by providing at least ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and satisfactorily performed prior to the termination date.

The Contractor shall keep in force during the term of this Contract Washington State Industrial and Unemployment insurance and shall provide the City with proof of such insurance prior to execution of this Contract. Contractor shall keep such insurance in force and effective throughout the term of this Contract or any renewal term thereof.

The Contractor shall file a Statement of Intent to pay Spokane County Prevailing Wage rates with Washington State Department of Labor and Industries prior to receiving the first payment under this Contract and annually thereafter at the beginning of the calendar year during the term of this Contract or any renewal term thereof. All labor under this Contract shall be paid in accordance with state prevailing wage law as applicable to the work being performed.

Performance and Payment bonds (with powers of attorney) for the full amount of the Contract each shall be filed with the City prior to any work being performed under this Contract.

3. COMPENSATION. The City agrees to pay the Contractor a lump sum as set forth on the attached bid form, which is incorporated herein.

4. PAYMENT. The Contractor shall be paid monthly upon completion of the work. Applications for payment shall be sent to the City Treasurer at the below stated address. Payment will be made based on the amount of work completed and accepted by the City.

The City reserves the right to withhold payment under this Contract which is determined in the reasonable judgment of the Engineer to be noncompliant with the scope of work, City Standards, City ordinances and federal or state standards.

Retainage shall be kept by the City when required by state law. If retainage is held by the City, prior to release of retainage:

a) Affidavits of Wages Paid shall be filed with Washington Department of Labor and Industries;

b) City shall receive notice from Washington Employment Security Department (ESD) that ESD has no claim pursuant to RCW 50.24.130 and that ESD has released its lien on the retainage provided by RCW 60.28.040;

c) City shall receive notice from Washington Department of Revenue that the Contractor has fulfilled their tax obligations to the State of Washington.

5. NOTICE. Notice shall be given in writing as follows:

TO THE CITY:		TO THE CONTRACTOR:	
Name:	Ann Swenson, City Clerk	Name:	_____
Phone:	(509) 755-6700	Phone:	_____
Address:	22710 E. Country Vista Dr.	Mobile:	_____
	Liberty Lake, WA 99019	Address:	_____
			_____

6. APPLICABLE LAWS AND STANDARDS. The Parties, in the performance of this Contract, agree to comply with all applicable Federal, State, Local laws, City ordinances, and regulations. Contractor shall exercise best efforts including the selection of high quality materials so that all services performed shall be in compliance with current related industry standards.

7. RELATIONSHIP OF THE PARTIES. It is hereby understood, agreed and declared that the Contractor shall be an independent Contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to the City under this Contract shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all employees under this Contract and any liability that may attach thereto.

8. CONTRACTOR TO BE LICENSED, BONDED AND INSURED. The Contractor shall be duly licensed and bonded by the State of Washington. Contractor shall purchase and maintain during the term of this Contract a comprehensive general liability policy in the amount of $1,000,000.00 per occurrence, with a $1,000,000 rider, with the City named as an additional insured. A copy of the certificate of insurance evidencing such insurance shall be provided to the City prior to the execution of this Contract. Notice of cancellation of such insurance shall be given to the City by Contractor's insurer at least sixty (60) days prior to cancellation.

All work performed under this Contract shall have a warranty period of two years from the time the Work is completed.

If annual contract option(s) are exercised by the City and accepted by the Contractor, new Performance and Payment Bonds shall be require for each annual Contract term exercised.

9. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Contract, including but not limited to all reasonable attorney fees and costs.

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

11. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer or delegate any or all of the responsibilities of this Contract or the benefits received hereunder without first obtaining the written consent of the other party.

12. JURISDICTION AND VENUE. This Contract is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

13. COST AND ATTORNEY'S FEES. In the event a lawsuit is brought with respect to this Contract, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Contractor's attorney fees payable by the City shall not exceed the lump sum amount of this Contract.

14. ENTIRE CONTRACT. This written Contract constitutes the entire and complete Contract between the Parties and supersedes any prior oral or written Contracts but shall also include the following, which are incorporated herein and made a material part of this Contract.

a. Contractor Performance Bond,
b. Contractor Payment Bond,
c. Addenda,
d. All Exhibits to this Contract, including but not limited to the Contractor's Bid and related documents, Notice to Proceed, or Work Orders.

This Contract may not be changed, modified or altered except in writing signed by the Parties hereto.

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

IN WITNESS WHEREOF, the Parties have executed this Contract this ___ day of _____, 2014.

CITY OF LIBERTY LAKE:	CONTRACTOR:
_____	_____
Steve Peterson, Mayor	Title:
ATTEST:	APPROVED AS TO FORM:
_____	_____
Ann Swenson, City Clerk	Sean P. Boutz, City Attorney

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Liberty Lake
22710 E. Country Vista Drive
Liberty Lake, Washington 99019

CONTRACT
Effective Date of Contract:
Amount:
Description:

BOND
Bond Number:
Date:
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Sea
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an Contract shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The Contract between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative: *Andrew D. Staples, P.E., City Engineer, City of Liberty Lake, 22710 E. Country Vista Drive, Liberty Lake, WA 99019, (509)755-6700*

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):
City of Liberty Lake
22710 E. Country Vista Drive
Liberty Lake, Washington 99019

CONTRACT
Effective Date of Contract:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date:
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related

subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

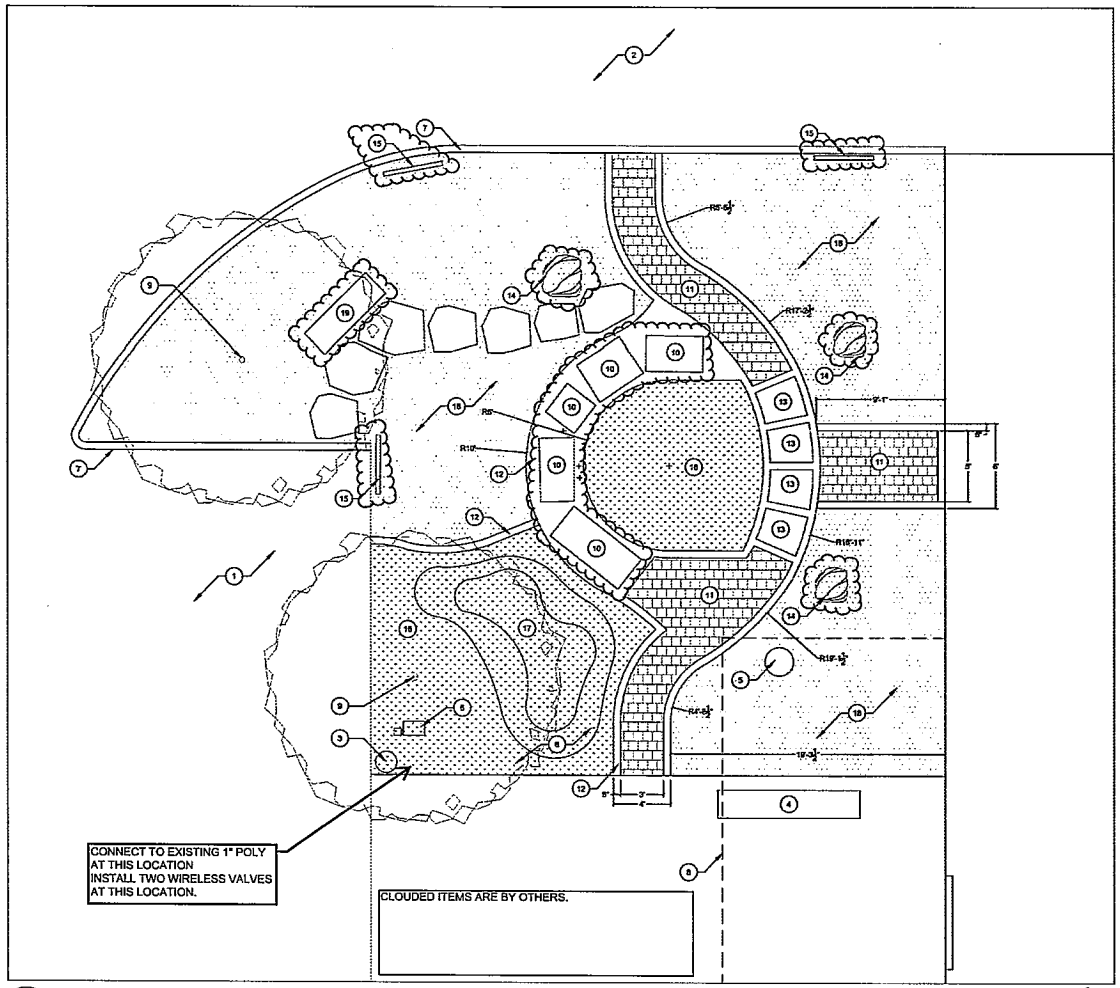
15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The Contract between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer*): *(Andrew D. Staples, P.E., City Engineer, City of Liberty Lake, WA 99019, (509) 755-6700)*



A SITE PLAN

SCALE: 1/4" = 1'-0"

CALLOUTS

1. EXISTING ASPHALT PARKING LOT, WHEEL STOPS AND HANDICAP SIGNAGE. PRESERVE AND PROTECT.
2. EXISTING ASPHALT DRIVE. PRESERVE AND PROTECT.
3. EXISTING LIGHT POLE AND CONCRETE FOOTING. PRESERVE AND PROTECT.
4. EXISTING CONCRETE BENCH. PRESERVE AND PROTECT.
5. EXISTING OVERHANG POST. PRESERVE AND PROTECT.
6. EXISTING UTILITIES LOCATED IN THIS AREA. CONTRACTOR TO VERIFY EXISTING UTILITIES AT GRADE AND UNDERGROUND. PRESERVE AND PROTECT.
7. EXISTING 6" CONCRETE CURB. PRESERVE AND PROTECT.
8. APPROXIMATE LOCATION OF EXISTING OVERHANG.
9. EXISTING TREE TO REMAIN. PRESERVE AND PROTECT.
10. ~~GRANITE STONE SEATS. STONES TO BE APPROXIMATELY 22"~~ 28" WIDE, 12 18" TALL AND VARY IN LENGTH, WITH SMOOTH TOPS. SET STONES IN CONCRETE SURROUND.
11. CONCRETE PAVERS. MUTUAL MATERIALS ROMAN COBBLESTONE, COLOR HARVEST BLEND. HARVEST BLEND.
12. CONCRETE BAND AND SURROUND, AROUND STONE SEATS. MEDIUM BROOM FINISH.
13. STAINED, PRE-CAST CONCRETE BLOCKS WITH SAND BLASTED STORY ENGRAVING.
14. ~~GRANITE LANDSCAPE BOULDERS. 3-5' WIDE. SURRY 4/3 1/2 OF 5126. CONTRACTOR TO INSURE BOULDERS ARE STABLE.~~
15. ~~TRELLIS STRUCTURES - THE GARDEN TRELLIS 7'1 7/8 41708 APPROVED EQUAL.~~
16. PROPOSED TURF AREA.
17. LANDSCAPE BERM. MOUND SOIL TO TWO FEET ABOVE FINISH GRADE WHERE SOIL MEETS ADJACENT HARDSCAPE. TOP OF BERM TO BE ROUNDED.
18. PLANTER AREA. PLANTERS TO RECEIVE 4" OF APPROVED TOPSOIL AND COMPOST MIX. TOP DRESS PLANTER AREAS WITH 2" OF CRUSHED DECOMPOSED GRANITE MULCH.
19. ~~PROPOSED BENCH. KEYSTONE RIDGE DESIGNS, TIDEDALE MODEL, 41 LONG WITH BACK AND CHEARY FINISH OR APPROVED EQUAL.~~

CONSTRUCTION NOTES

1. BASE DEVELOPED FROM FIELD MEASUREMENTS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MEASUREMENTS IN THE FIELD AND NOTING DISCREPANCIES TO THE OWNER AND LANDSCAPE ARCHITECT.
2. EXISTING UTILITIES AND IMPROVEMENTS: PRESERVE AND PROTECT EXISTING UTILITIES FROM DAMAGE OR DISRUPTION. LOCATE ALL UTILITIES IN AREAS SCHEDULED FOR CONSTRUCTION PRIOR TO EXCAVATION, GRADING, OR OTHER CONSTRUCTION ACTIVITY. NOT ALL UTILITIES ARE SHOWN ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CALL UNDERGROUND LOCATING SERVICE, 811, BEFORE DIGGING, EXCAVATING, TRENCHING, DEMOLITION OR OTHER CONSTRUCTION, FOR UTILITY LOCATION.
3. ALL PLANT MATERIAL SUBSTITUTIONS MUST BE SUBMITTED TO THE ~~LANDSCAPE ARCHITECT~~ CITY TWO WEEKS PRIOR TO THE SCHEDULED PLANTING INSTALLATION.
4. ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
5. LANDSCAPE CONTRACTOR SHALL VERIFY SUBGRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO BEGINNING ANY WORK.
6. FINISH GRADE TO BE: PLANTING AREAS: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.
7. ALL NEW SHRUB BEDS TO RECEIVE 4" OF APPROVED TOPSOIL AND COMPOST MIX. SUBMIT SAMPLES/SOURCE FOR APPROVAL.
8. ALL NEW SHRUB BEDS TO RECEIVE 2" DECOMPOSED GRANITE MULCH. REMOVE ALL WEEDS PRIOR TO INSTALLING
9. APPLY PRE-EMERGENT TO NEW PLANTING BEDS. SUBMIT PRE-EMERGENT FOR APPROVAL PRIOR TO APPLICATION.
10. SCOPE OF WORK - THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, AND SERVICES NECESSARY TO COMPLETE THE CONSTRUCTION SHOWN OR THE DRAWINGS.
11. IRRIGATION NOTES: UNDERGROUND AUTOMATIC IRRIGATION WITH BACKFLOW PREVENTION TO PROVIDE 100% COVERAGE FOR ALL TURF AND PLANTER AREAS. PLANTER AND TURF AREAS TO BE ON SEPARATE IRRIGATION ZONES.
12. ALL OPEN SPACE AREAS NOT OTHERWISE SHOWN AS A PLANTER OR HARDSCAPE WILL BE SODDED TURF.
13. PRESERVE AND PROTECT EXISTING HARDSCAPE TO REMAIN.
14. IRRIGATION NOTES: UNDERGROUND AUTOMATIC IRRIGATION WILL CONNECT TO EXISTING 1" POLY LINE AT LOCATION SHOWN ON THE PLANS. CONTRACTOR SHALL INSTALL TWO RAINBIRD WIRELESS VALVES AT THIS LOCATION. PLANTER IRRIGATION SHALL BE DRIP AND TURF SHALL BE SPRAY. CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM SIZING BASED ON PLANTING PLAN. SYSTEM PRESSURE = 60 PSI
15. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

Michael Yantis
Landscape Architect
1423 S. Mountainview Lane
Suite 170
Liberty Lake, WA
(509) 953-9448

©2013 Michael Yantis - Landscape Architect
All drawings, plans, specifications, and designs are the property of the Landscape Architect and may not be used without written permission.

LANDSCAPE ARCHITECT'S SEAL
STATE OF WASHINGTON
REGISTERED LANDSCAPE ARCHITECT
MICHAEL R. YANTIS
CERTIFICATE NO. 000

LIBERTY LAKE LIBRARY
READING GARDEN
23123 E MISSION AVE.
SITE PLAN

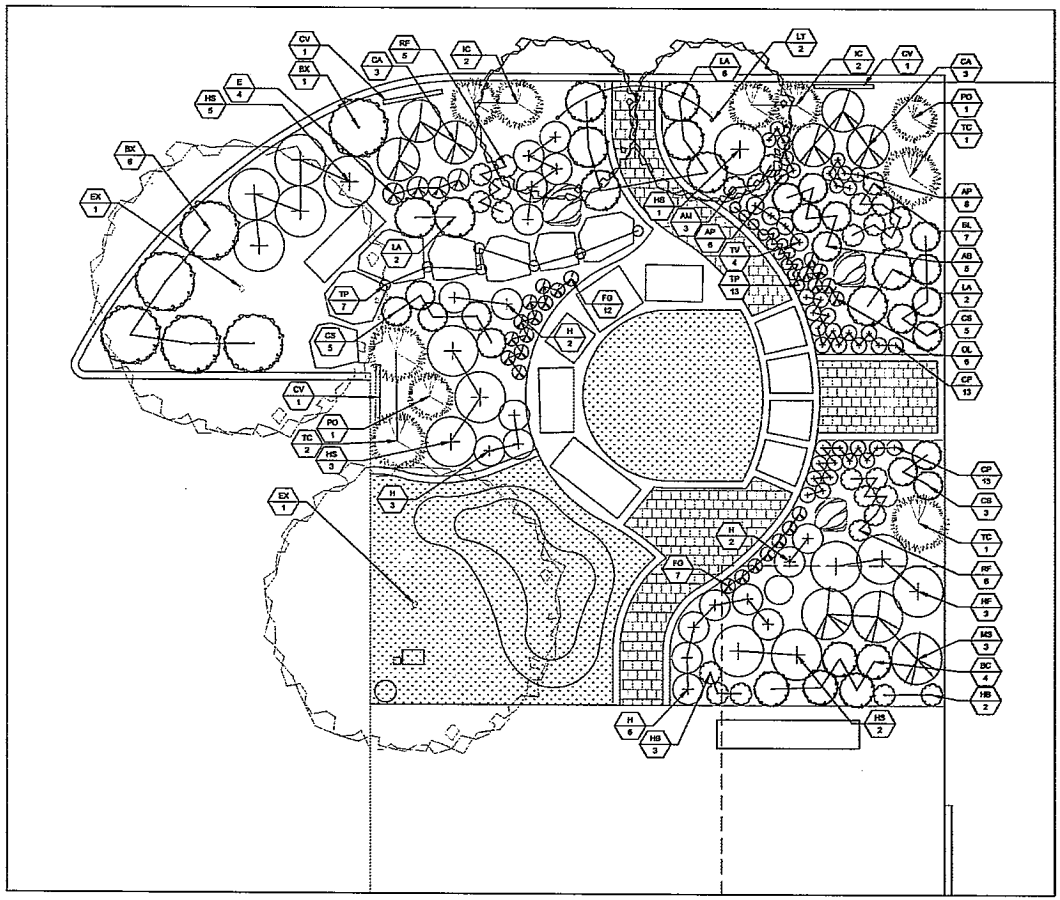
REVISION	DATE
1	
2	
3	
4	

JOB NO.	13-032
DATE	9/10/13
DRAWN BY	JH
CHECKED BY	MT

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

DRAWING 1 OF 2

L-1



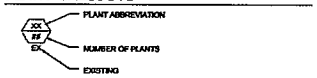
A LANDSCAPE PLAN

SCALE: 1/8" = 1'-0"

PLANT SCHEDULE

SYM	Botanical Name	Common Name	Size
TREES			
LT	Liriodendron tulipifera 'Arnold'	Columnar Arnold Tulip Tree	2" Cal.
PO	Picea omorika 'Pendula Bruns'	Bruns Weeping Serbian Spruce	5 Cal.
PERENNIALS, GRASSES, SHRUBS AND VINES			
AB	Agastache 'Blue Fortune'	Blue Fortune Hyssop	1 Gal.
AH	Achilea millefolium	Common Yarrow	1 Gal.
AP	Allium 'Purple Sensation'	Purple Sensation Ornamental Onion	Bulb
BC	Bergenia cordifolia 'Wintergiow'	Wintergiow Bergenia	1 Gal.
BL	Berlandiera lyrata	Chocolate Flower	1 Gal.
BX	Buxus x 'Green Gem'	Green Gem Boxwood	3 Gal.
CA	Calamagrostis x acutiflora 'Karl Foerster'	Foerster's Feather Reed Grass	1 Gal.
CP	Campanula persicifolia 'Blue-Eyed Blond'	Blue Eyed Blond Bellflower	1 Gal.
CS	Chrysanthemum x superbum 'Snow Lady'	Snow Lady Shasta Daisy	1 Gal.
CV	Clematis viticella 'Etoile Violette'	Etoile Violette Clematis	1 Gal.
E	Echinacea purpurea	Purple Cone Flower	1 Gal.
FG	Festuca glauca 'Boulder Blue'	Boulder Blue Fescue	1 Gal.
H	Hemerocallis x 'Stella de Oro'	Stella De Oro Daylily	1 Gal.
HB	Heuchera 'Black Beauty'	Black Beauty Coral Bells	1 Gal.
HF	Hosta x 'Fire and Ice'	Fire and Ice Plantain Lily	1 Gal.
HS	Hosta sieboldiana 'Elegans'	Elegans Plantain Lily	1 Gal.
IC	Ilex crenata 'Sky Pencil'	Sky Pencil holly	1 Gal.
LA	Lavendula angustifolia 'Hicote Blue'	Hidcote Blue English Lavender	1 Gal.
MS	Matteuccia struthiopteris	European Ostrich Fern	3 Gal.
OL	Origanum libanotidum	Cascading Hopflower Oregano	1 Gal.
RF	Rudbeckia fulgida var. sullivantii 'Goldstrum'	Goldstrum Black Eyed Susan	1 Gal.
TP	Tymus pseudolanuginosus	Woolly Thyme	4" Pot
TV	Thymus x citriodorus 'Variegata'	Variegated Lemon Thyme	6" Pot
TC	Tsuga canadensis 'Monlin'	Golden Duchess Easter Hemlock	5 Gal.

PLANT CALLOUTS



LEGEND

SOD WITH AUTOMATIC OVERHEAD SPRINKLERS, TYP.

PLANTINGS BY OTHERS.
IRRIGATION SYSTEM TO BE INSTALLED UNDER THIS CONTRACT.
THIS SHEET SHOWN FOR IRRIGATION INSTALLATION PURPOSES AND FOR INFORMATIONAL PURPOSES.

CONSTRUCTION NOTES

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13. PRESERVE AND PROTECT EXISTING HARDSCAPE TO REMAIN.

Michael Sweet
Landscape Architect

©2013

LANDSCAPE ARCHITECT'S SEAL

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT

LIBERTY LAKE LIBRARY
READING GARDEN
23123 E MISSION AVE.
LANDSCAPE PLAN

REVISION	DATE
1	
2	
3	
4	

JOB NO.	13-032
DATE	9/10/13
DRAWN BY	JH
CHECKED BY	MT

DRAWING 2 OF 2

L-2

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

Corporations Division - Registration Data Search

CLEARWATER SUMMIT GROUP, INC.

Purchase Documents for this Corporation »

UBI Number	601450995
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	03/12/1993
Expiration Date	03/31/2015
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	TIMOTHY P SWEET
Address	4228 E WELLESLEY
City	SPOKANE
State	WA
ZIP	992076780
Special Address Information	
Address	PO BOX 6470
City	SPOKANE
State	WA
Zip	992170908

Governing Persons

Title	Name	Address
President,Chairman	SWEET , TIM	PO BOX 6470 SPOKANE , WA 992170908
Vice President	ULLMAN , TY	PO BOX 6470 SPOKANE , WA 992170908
Secretary	ULLMAN , LAURA	PO BOX 6470 SPOKANE , WA 992170908
		PO BOX 6470

Treasurer	SWEET , ELAINE	SPOKANE , WA 992170908

Purchase Documents for this Corporation »

Search Business Licenses

License Information:

Entity Name: CLEARWATER SUMMIT GROUP, INC.
Business Name: CLEARWATER SUMMIT GROUP, INC.
License Type: Washington State Business
Entity Type: Profit Corporation
UBI: 601450995 Business ID:001 Location ID:0001
Status: To check the status of this company, go to Secretary of State and Department of Revenue.

Location Address:
4228 E WELLESLEY AVE
SPOKANE, WA, 99217-6780

Mailing Address:
PO BOX 6470
SPOKANE, WA, 99217-0908

	Status	Expires	First Issued
Licenses Held at this location			
Liberty Lake General Business	Active	03/31/2015	04/08/2013
Minor Work Permit	Active	03/31/2015	04/02/1999
Nursery Wholesaler	Active	03/31/2015	02/22/2010
Spokane General Business	Active	03/31/2015	10/15/2012
Spokane Valley General Business	Active	03/31/2015	02/09/2004

Governing People:
ELAINE SWEET
LAURA ULLMAN
TIM SWEET
TY ULLMAN

Information Current as of 03/14/2014 5:39AM Pacific Time

New Search

This site is limited to searching for business licenses issued through the Washington State Business Licensing Service.

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Business Owners

Enter Account ID

47238401

Get Account

Account ID	472,384-01
Business name	CLEARWATER SUMMIT GROUP INC
Account manager	MICHAEL MURPHY 360-902-4822

Business owner information

Click on Owner Name to view the detail information.

Page 1 of 1 << Previous 1 Next >> Jump to page Go

- ELAINE SWEET
- TIMOTHY P SWEET
- LAURA ULLMAN
- TY R ULLMAN

Page 1 of 1 << Previous 1 Next >> Jump to page Go

Back To Top

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Visit access.wa.gov

Washington Trust Bank

Cashier's Check

2411445

Date: 3/14/14

Branch: 0013

REMITTER CLEARWATER SUMMIT GROUP

PAY EXACTLY **918 AND 52/100 DOLLARS $918.52

TO THE ORDER OF CITY OF LIBERTY LAKE-READING GARDENS

AUTHORIZED SIGNATURE

⑈000241144 5⑈ ⑆125100089⑆ 100231100 9⑈

Washington Trust Bank

Cashier's Check

2411445

PURCHASER'S COPY

DATE: 3/14/14

REMITTER: CLEARWATER SUMMIT GROUP

TO: CITY OF LIBERTY LAKE-READING GARDENS

BRANCH:	0013
ORIGINATOR:	HJARRELL
TIME:	10:33:33
CK AMT:	$918.52
FEE AMT:	$.00
TOTAL:	$918.52

NON-NEGOTIABLE

LIBRARY READING GARDEN CONTRACT

THIS CONTRACT ("Contract") IS MADE BY AND BETWEEN THE CITY OF LIBERTY LAKE, A CODE CITY OF THE STATE OF WASHINGTON, HEREINAFTER "CITY" AND _____ HEREINAFTER "CONTRACTOR", JOINTLY REFERRED TO AS "PARTIES".

IN CONSIDERATION of the terms and conditions contained herein the Parties covenant and agree as follows:

1. WORK TO BE PERFORMED. The City desires to improve the appearance of the area adjacent to the City of Liberty Lake Library entrance as shown on the Plans, which are attached hereto and incorporated herein by this reference. The Contractor shall be responsible for furnishing and installing hardscapes and irrigation system for plantings.

The site has few existing trees, some turf and shrubs. The trees shall be preserved and protected with all other plant materials to be removed and disposed of by the Contractor. All imported materidals must be of good quality and are subject to approval by the City prior to installation. Any material brought on to the site that has not been inspected by the City shall not be installed.

The Contractor is responsible for selecting good quality irrigation materials for the Work. See the Plans for details.

The Contractor shall be responsible for repairing any damage to existing underground utilities. The cost of repairs shall be borne by the party responsible for any damage.

The City Engineer ("Engineer") or designee shall administer and be the primary contact for Contractor. Contractor shall receive the Engineer's written authorization to proceed with the work. Upon notice from the Engineer, Contractor shall promptly commence work, timely complete the same and cure any failure in performance under this Contract.

All work shall be performed as directed by the Engineer and, if applicable, in conformance with City and State standards. Work shall be communicated to the Contractor through a) the attached Work Order form, b) by verbal communication, or c) by telephone. The intent shall be to keep a written record of all work assigned to the Contractor by the Engineer.

The Contractor shall be available for emergency work during daytime and nighttime hours by telephone. The maximum response time from a call to the Contractor arriving on site shall be less than 30 minutes unless otherwise arranged. Response time to make normal repairs shall be within 24 to 48 hours of the request time by the City.

2. TERM OF CONTRACT. This Contract shall be in full force and effect upon execution of this Contract and shall remain in effect for 25 working days from Notice to Proceed.

Either party may terminate this Contract by providing at least ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and satisfactorily performed prior to the termination date.

The Contractor shall keep in force during the term of this Contract Washington State Industrial and Unemployment insurance and shall provide the City with proof of such insurance prior to execution of this Contract. Contractor shall keep such insurance in force and effective throughout the term of this Contract or any renewal term thereof.

The Contractor shall file a Statement of Intent to pay Spokane County Prevailing Wage rates with Washington State Department of Labor and Industries prior to receiving the first payment under this Contract and annually thereafter at the beginning of the calendar year during the term of this Contract or any renewal term thereof. All labor under this Contract shall be paid in accordance with state prevailing wage law as applicable to the work being performed.

Performance and Payment bonds (with powers of attorney) for the full amount of the Contract each shall be filed with the City prior to any work being performed under this Contract.

3. COMPENSATION. The City agrees to pay the Contractor a lump sum as set forth on the attached bid form, which is incorporated herein.

4. PAYMENT. The Contractor shall be paid monthly upon completion of the work. Applications for payment shall be sent to the City Treasurer at the below stated address. Payment will be made based on the amount of work completed and accepted by the City.

The City reserves the right to withhold payment under this Contract which is determined in the reasonable judgment of the Engineer to be noncompliant with the scope of work, City Standards, City ordinances and federal or state standards.

Retainage shall be kept by the City when required by state law. If retainage is held by the City, prior to release of retainage:

a) Affidavits of Wages Paid shall be filed with Washington Department of Labor and Industries;

b) City shall receive notice from Washington Employment Security Department (ESD) that ESD has no claim pursuant to RCW 50.24.130 and that ESD has released its lien on the retainage provided by RCW 60.28.040;

c) City shall receive notice from Washington Department of Revenue that the Contractor has fulfilled their tax obligations to the State of Washington.

5. NOTICE. Notice shall be given in writing as follows:

TO THE CITY:		TO THE CONTRACTOR:	
Name:	Ann Swenson, City Clerk	Name:	_____
Phone:	(509) 755-6700	Phone:	_____
Address:	22710 E. Country Vista Dr.	Mobile:	_____
	Liberty Lake, WA 99019	Address:	_____
			_____

6. APPLICABLE LAWS AND STANDARDS. The Parties, in the performance of this Contract, agree to comply with all applicable Federal, State, Local laws, City ordinances, and regulations. Contractor shall exercise best efforts including the selection of high quality materials so that all services performed shall be in compliance with current related industry standards.

7. RELATIONSHIP OF THE PARTIES. It is hereby understood, agreed and declared that the Contractor shall be an independent Contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to the City under this Contract shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all employees under this Contract and any liability that may attach thereto.

8. CONTRACTOR TO BE LICENSED, BONDED AND INSURED. The Contractor shall be duly licensed and bonded by the State of Washington. Contractor shall purchase and maintain during the term of this Contract a comprehensive general liability policy in the amount of $1,000,000.00 per occurrence, with a $1,000,000 rider, with the City named as an additional insured. A copy of the certificate of insurance evidencing such insurance shall be provided to the City prior to the execution of this Contract. Notice of cancellation of such insurance shall be given to the City by Contractor's insurer at least sixty (60) days prior to cancellation.

All work performed under this Contract shall have a warranty period of two years from the time the Work is completed.

If annual contract option(s) are exercised by the City and accepted by the Contractor, new Performance and Payment Bonds shall be require for each annual Contract term exercised.

9. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Contract, including but not limited to all reasonable attorney fees and costs.

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

11. ASSIGNMENT AND DELEGATION. Neither party shall assign, transfer or delegate any or all of the responsibilities of this Contract or the benefits received hereunder without first obtaining the written consent of the other party.

12. JURISDICTION AND VENUE. This Contract is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

13. COST AND ATTORNEY'S FEES. In the event a lawsuit is brought with respect to this Contract, the prevailing party shall be awarded its costs and attorney's fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Contractor's attorney fees payable by the City shall not exceed the lump sum amount of this Contract.

14. ENTIRE CONTRACT. This written Contract constitutes the entire and complete Contract between the Parties and supersedes any prior oral or written Contracts but shall also include the following, which are incorporated herein and made a material part of this Contract.

a. Contractor Performance Bond,
b. Contractor Payment Bond,
c. Addenda,
d. All Exhibits to this Contract, including but not limited to the Contractor's Bid and related documents, Notice to Proceed, or Work Orders.

This Contract may not be changed, modified or altered except in writing signed by the Parties hereto.

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

IN WITNESS WHEREOF, the Parties have executed this Contract this ___ day of _____, 2014.

CITY OF LIBERTY LAKE:	CONTRACTOR:
_____	_____
Steve Peterson, Mayor	Title:
ATTEST:	APPROVED AS TO FORM:
_____	_____
Ann Swenson, City Clerk	Sean P. Boutz, City Attorney

STREET DEDICATION AGREEMENT

This STREET DEDICATION AGREEMENT (this "Agreement") is by and among Spokane County, Washington (the "County"), Telido Station, LLC, a Washington corporation, as the developer ("Telido Station, LLC"), and the city of Liberty Lake (the "City") pursuant to chapters 39.89 and 39.102 RCW.

WITNESSETH:

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

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

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

WHEREAS, Telido Station, LLC has constructed certain street improvements within the TIF Area, a description and the location of which is attached hereto as Attachment "B" (the "Improvements"),

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

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

WHEREAS, the Board desires to have the City assume ownership, control, and maintenance and operation of the Improvements as part of the City's street system within the TIF Area to provide street benefits to the public;

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

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

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

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

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

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

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

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

WHEREAS, Telido Station, LLC has constructed certain street improvements within the Revenue Development Area, a description and the location of which is attached hereto as Attachment "B" (the "Improvements");

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

WHEREAS, the Improvements are included in the public improvements set forth in Exhibit "B" attached to the Local Infrastructure Financing Agreement, in which the City agreed that the portion of its local property tax allocation revenue and local excise tax allocation revenue generated within the Revenue Development Area that is necessary to enable the County to obtain the full amount of the tax distributions from the State each year in accordance with the

LIFT Act shall be used to assist in local infrastructure financing for the public improvements set forth in such Exhibit "B";

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

WHEREAS, Telido Station, LLC has submitted TIF Reimbursement Request No. 3 to the County, requesting $157,161.25 in community revitalization financing to pay a portion of the public improvement costs of the Improvements;

WHEREAS, Telido Station, LLC has submitted LIFT Reimbursement Request No. 3 to the County, requesting $366,709.59 in local infrastructure financing to pay a portion of the public improvement costs of the Improvements;

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

WHEREAS, the Board desires to have the City assume ownership, control and maintenance and operation of the Improvements as part of the City's street system within the Revenue Development Area to provide street benefits to the public;

WHEREAS, the Board adopted Resolution No. 14-____ on _____, 2014, which deemed it in the best interest of the County and its residents to use funds from both community revitalization financing and local infrastructure financing to pay for the Improvements so long as Telido Station, LLC dedicates the Improvements to the City, and so long as the City accepts such dedication; and

WHEREAS, pursuant to Resolution No. _____, the Board approved the use of local infrastructure financing to pay a portion of the public improvement costs of the Improvements and authorized the payment of $157,161.25 of community revitalization financing to Telido Station, LLC pursuant to TIF Reimbursement Request No. 3, and authorized the execution of this Agreement;

WHEREAS, pursuant to Resolution No. _____, the Board approved the use of local infrastructure financing to pay a portion of the public improvement costs of the Improvements and authorized the payment of $366,709.59 of local infrastructure financing to Telido Station, LLC pursuant to LIFT Reimbursement Request No. 3, and authorized the execution of this Agreement;

NOW, THEREFORE, each of the County, Telido Station, LLC and the City mutually agree as follows:

Section 1. The County agrees to reimburse Telido Station, LLC $523,870.84 as the cost of constructing, acquiring and installing the Improvements. The County shall use both community revitalization financing funds collected in the TIF Area and local infrastructure financing funds collected in the Revenue Development Area to pay for the Improvements.

Section 2. Telido Station, LLC hereby agrees to dedicate the Improvements to the City to be used to provide street services to the public. Such dedication shall be evidenced by a bill of sale, the form of which is attached hereto as Attachment "A". Telido Station, LLC covenants that the Improvements meet all state, local and City construction specifications.

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

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, the County, Telido Station, LLC and the City have each executed this Agreement on the date opposite their signature blocks with the effective date being the date of the last signature.

DATED: _____

SPOKANE COUNTY, WASHINGTON

_____

Al French, Chair

_____

Todd Mielke, Vice Chair

_____

Shelly O'Quinn, Commissioner

ATTEST:

_____

Daniela Erickson, Clerk of the Board
of County Commissioners

(SEAL)

DATED: _____

TELIDO STATION, LLC
a Washington Corporation

By: _____

Title: _____

DATED: _____

CITY OF LIBERTY LAKE

_____

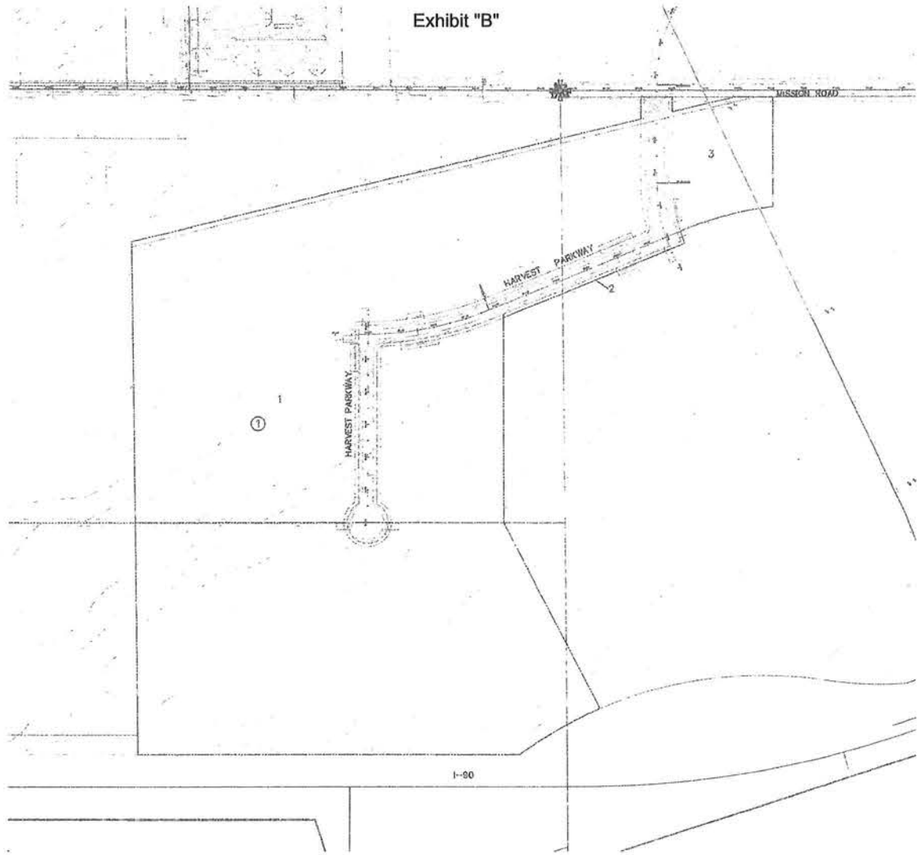
Steve Peterson, Mayor

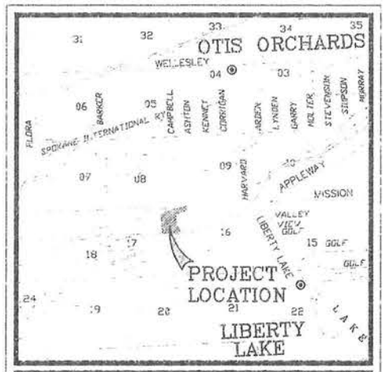
ATTACHMENT B
EXHIBIT B

HARVEST PARKWAY IMPROVEMENT PROJECT

LOCATED IN THE NORTH HALF OF
SECTION. 17, T.25N., R.45 E.W.M.
CITY OF LIBERTY LAKE, WASHINGTON
STREET PLANS

Exhibit "B"





VICINITY MAP

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STREET PLANS

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HARVEST PARKWAY	SHEET 2
HARVEST PARKWAY	SHEET 3
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NAVD88
BASED ON WSDOT BRASS CAP
SET IN CONCRETE MONUMENT
DESIGNATED GP32090-45
MON ID=2310, EL=2047.59

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456-8000
CALL TWO BUSINESS DAYS BEFORE YOU DIG

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.

STREET GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL BE IN CONFORMANCE WITH THE "SPOKANE COUNTY STANDARDS FOR ROAD AND SEWER CONSTRUCTION AS ADOPTED BY THE CITY OF LIBERTY LAKE.
2. LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES. ANY CONFLICTING UTILITIES SHALL BE RELOCATED PRIOR TO CONSTRUCTION OF ROAD AND DRAINAGE FACILITIES.
3. THE CONTRACTOR IS REQUIRED TO HAVE A COMPLETE SET OF THE APPROVED ROAD AND DRAINAGE PLANS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
4. IF THE CONTRACTOR DISCOVERS ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING CONDITIONS ENCOUNTERED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER, DOUG DESMOND, @ 458-5860, THE SITE/PROJECT INSPECTING ENGINEER OR HIS REPRESENTATIVE, ALLWEST TESTING PAUL NELSON @ 534-4411.
5. FOR CONSTRUCTION OF DRYWELLS, INSTALL FILTER FABRIC. (AMOCO 4545 OR APPROVED EQUIVALENT) BETWEEN THE WASHED DRAINROCK AND NATIVE SOILS PER SPOKANE COUNTY STANDARD DETAIL B-1.
6. PRIOR TO SITE CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES. CALL THE UNDERGROUND UTILITY LOCATION SERVICE AT 456-8000 BEFORE YOU DIG.
7. THE CONTRACTOR SHALL PROTECT ALL CATCH BASINS AND DRYWELLS FROM BEING CONTAMINATED WITH SILT BY INSTALLING FILTER FABRIC UNDER THE LID FOR AT LEAST 6 WEEKS AFTER THE END OF CONSTRUCTION, OR UNTIL THE ESTABLISHMENT OF GRASS AND/OR OTHER SITE CONSTRUCTION WORK HAS ENDED.
8. FOR ANY CURB GRADES LESS THAN 0.8% (0.008 ft/ft), A WASHINGTON STATE-LICENSED PROFESSIONAL LAND SURVEYOR SHALL VERIFY THAT THE CURB FORMS ARE AT THE GRADES NOTED ON THE APPROVED PLANS, PRIOR TO PLACEMENT OF CURB MATERIAL. THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING AND COORDINATING WORK WITH THE PROFESSIONAL LAND SURVEYOR.
9. THE CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR TO VERIFY THAT THE CROSS-GUTTER FORMS ARE THE CORRECT PLANE GRADE PRIOR TO CONCRETE PLACEMENT. THE CROSS-GUTTERS SHALL BE CONSTRUCTED PRIOR TO PAVING, AND THE PAVEMENT SHALL THEN MATCH THE EDGE OF CONCRETE GUTTER.
10. THE FLOOR OF A GRASSED PERCOLATION AREA (GPA) SWALE INCLUDES THE LEVEL PORTION OF THE FLOOR OF THE SWALE AND THE SIDESLOPES OF THE SWALE UP TO THE GPA OVERFLOW ELEVATION OR TOP OF DRYWELL. THE SOIL LOCATED IN THE FLOOR OF THE GPA SWALE SHALL BE A MEDIUM TO WELL DRAINING MATERIAL, WITH A MINIMUM INFILTRATION RATE OF 0.5 INCHES PER HOUR. THE ENGINEER SHALL PROVIDE A WRITTEN STATEMENT WHICH VERIFIES THAT ALL GPA SWALES CONFORM TO THIS REQUIREMENT. THIS WRITTEN STATEMEN" SHALL BE SUBMITTED TO THE CITY ENGINEER'S OFFICE PRIOR TO INSTALLING FINISHED LANDSCAPING/SOD AND PRIOR TO FINAL ACCEPTANCE. THE SWALE FLOOR MATERIAL SHALL BE INSTALLED TO A NATIVE SOIL STRATUM WHICH ALSO MEETS OR EXCEEDS THIS MINIMUM PERCOLATION RATE OF 0.5 INCHES PER HOUR.

ABBREVIATIONS

ACT.	ACTUAL LENGTH
BDRY	BOUNDARY
CO	SEWER CLEANOUT
CT	COURT
DIA	DIAMETER
EL	ELEVATION
EXIST	EXISTING
G	GRADE
HYD	HYDRANT
I.E.	INVERT ELEVATION
LN	LANE
LT	LEFT
MH	MANHOLE
PC	POINT OF CURVE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
RD	ROAD
RIM EL.	RIM ELEVATION
RT	RIGHT
SAN	SANITARY SEWER
SI	STREET INTERSECTION
STA.	STATION
STA L.	STATION LENGTH
WM	WATER MAIN
W/	WITH

LEGEND

EXISTING	GENERAL	PROPOSED
	ROADWAY CENTER LINE	
	SECTION LINE	
	RIGHT OF WAY LINE	
	PROPERTY LINE	
	EASEMENT LINE	
	FENCE	
	CURB	
	PAVEMENT	
	GRAVEL	
	CONCRETE	
	BUILDINGS & STRUCTURES	
	SANITARY SEWER	
	SANITARY SEWER	
	MANHOLE	
	CLEANOUT	
	SEWER SERVICE	
	WATER	
	WATER LINE	
	VALVE	
	FIRE HYDRANT	
	SERVICE	
	METER	
	BLOWOFF	
	AIR VACUUM RELIEF STATION	
	STORM DRAINAGE	
	DRAINAGE LINE	
	MANHOLE	
	DRYWELL	
	CATCH BASIN	
	NATURAL GAS	
G G	GAS LINE	
	TELEPHONE -- POWER	
	BURRIED TELEPHONE	
	POWER OR TELEPHONE POLE	
	TELEPHONE RISER	
	GUY ANCHOR	
	LIGHT POLE	
	POWER BOX	

PLANS AND SUBMITTALS STAMP
SIGNATURES
☐ Approved As Completed
☐ Approved With Exceptions
☐ Not Approved
Date
City of Liberty Lake, Washington

NO	DATE	BY	REVISIONS

DOUG J. DESMOND
STATE OF WASHINGTON
38318
REGISTERED
PROFESSIONAL ENGINEER
5/12/12

DATE: 02/06/12
DRAWN BY: JAKE
DESIGNED BY: DJD
CHECKED BY: DJD

SCALE:
HORIZONTAL: 1" = 200'
VERTICAL: N/A

Greenstone
11011 E. Mansfield, Suite 201
Spokane Valley, WA 99206
Phone: (509) 924-3265
Fax: (509) 456-3387

HARVEST PKWY IMPROVEMENT PROJECT
COVER SHEET
STREET PLANS

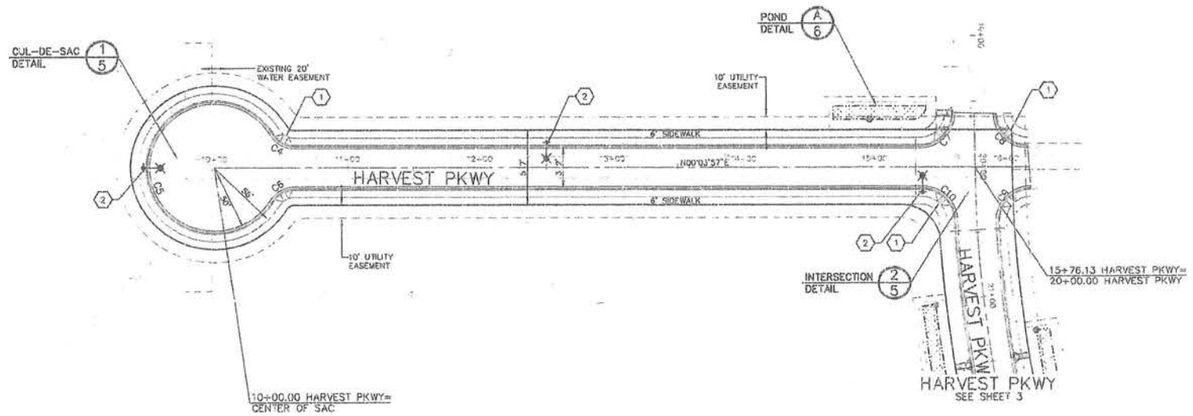
SHEET 1 OF 8
JOB NUMBER G0250-B

LOCATED IN THE NORTH HALF OF SECTION. 17, T.25N., R.45 E.W.M. CITY OF LIBERTY LAKE, WASHINGTON

STREET PLANS

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456-8000
CALL TWO BUSINESS DAYS BEFORE YOU DIG



CONSTRUCTION NOTES:

1. CONSTRUCT CURB RAMP PER SPOKANE COUNTY STD PLAN A-5 (TYP).
2. INSTALL COBRA STYLE LUMINAIRE STREET LIGHT OR APPROVED EQUAL.

GENERAL NOTES:

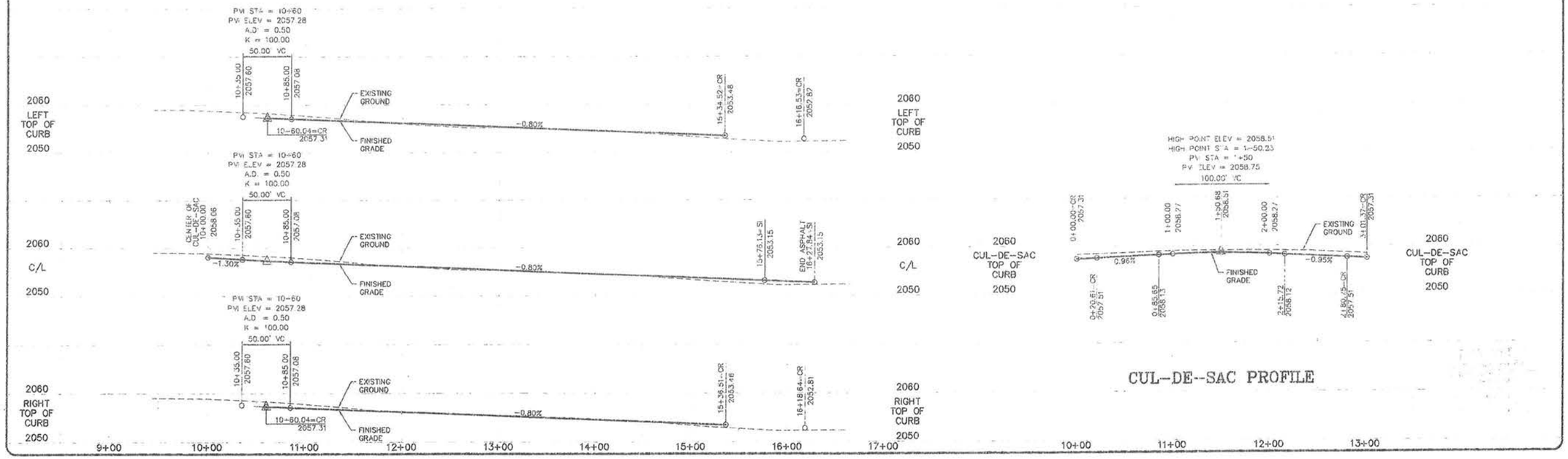
1. FOR POND DETAILS AND ALL STORM INFORMATION REFER TO SHEET 6

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C4	20.00	20.61	11.33	19.7'	59°03'01"
C5	50.00	260.'4	29.98	51.43	298°06'02"
C6	20.00	20.61	11.33	19.7'	59°03'01"
C7	25.00	39.64	25.37	35.6'	90°50'20"
C8	25.00	38.90	24.64	35.10	89°09'40"
C9	25.00	40.72	26.50	36.37	93°19'34"
C10	25.00	37.93	23.70	34.40	86°56'10"

NAVD88
BASED ON WSDOT BRASS CAP SET IN CONCRETE MONUMENT DESIGNATED GP32090-45 MON ID=2310 EL=2047.59

VERTICAL SCALE: 1"=10'



REVISIONS
NO. DATE BY

DOUG J. DESMOND
STATE OF WASHINGTON
36318
REGISTERED PROFESSIONAL ENGINEER

DATE: 02/08/12
DRAWN BY: JME
DESIGNED BY: DJD
CHECKED BY: DJD

SCALE:
HORIZONTAL 1"=50'
VERTICAL 1"=10'

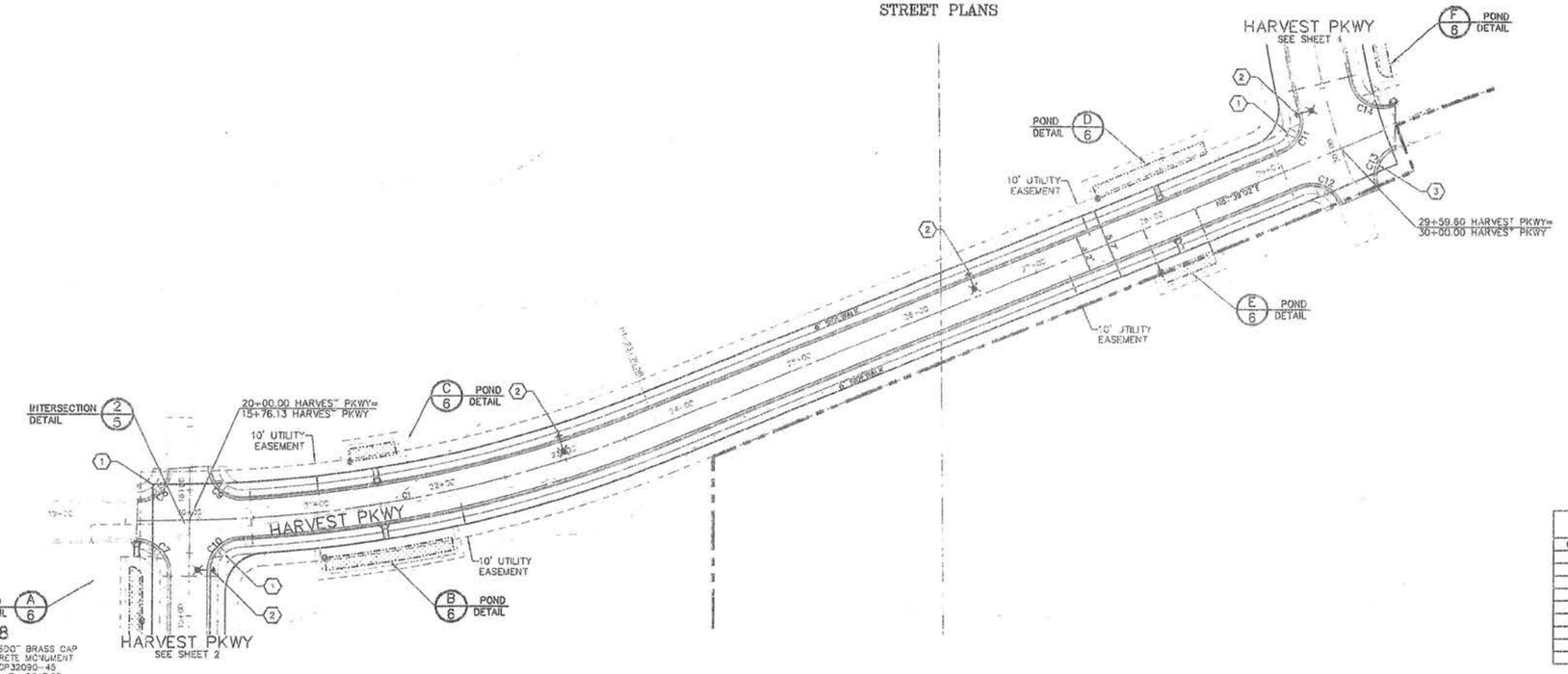
Greenstone
HOME & NEIGHBORHOODS
1421 N. MEADOWWOOD LN., SUITE 100
LIBERTY LAKE, WA 99019
PHONE: (509) 924-9666
FAX: (509) 924-9667

HARVEST PKWY IMPROVEMENT PROJECT
HARVEST PKWY (1 of 3)
STREET PLANS

SHEET 2 OF 8
JOB NUMBER G0250-B

LOCATED IN THE NORTH HALF OF SECTION. 17, T.25N., R.45 E.W.M. CITY OF LIBERTY LAKE, WASHINGTON

STREET PLANS



NAVD88

BASED ON WSDOT BRASS CAP SET IN CONCRETE MONUMENT DESIGNATED CP32090-45 MON ID=2310, EL.=2047.59

UNDERGROUND SERVICE ALERT ONE-CALL NUMBER 456-8000 CALL TWO BUSINESS DAYS BEFORE YOU DIG

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)

1 inch = 50 ft

CONSTRUCTION NOTES:

1. CONSTRUCT CURB RAMP PER SPOKANE COUNTY STD. PLAN A-5 (TYP).
2. INSTALL COBRA STYLE LUMINAIRE STREET LIGHT OR APPROVED EQUAL.
3. DEPRESS CURB FOR FUTURE CURB RAMP.

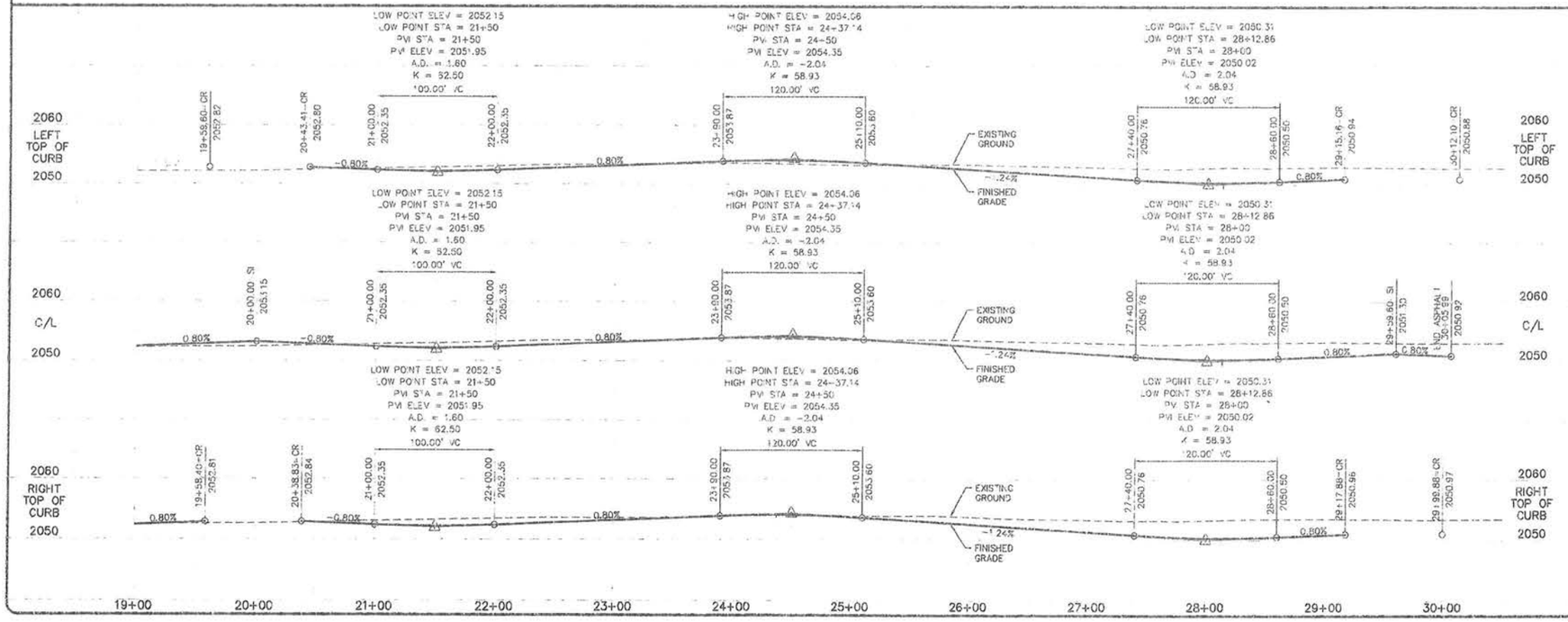
GENERAL NOTES:

1. FOR POND DETAILS AND ALL STORM INFORMATION REFER TO SHEET 6.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	1000.00	376.58	190.55	374.36	21°34'35"
C7	25.00	39.84	25.37	35.81	90°50'20"
C8	25.00	38.90	24.64	35.10	89°09'40"
C9	25.00	40.72	26.50	36.37	93°19'34"
C10	25.00	37.83	23.70	34.40	86°38'10"
C11	25.00	36.12	22.04	33.06	82°47'21"
C12	25.00	39.17	24.90	35.28	89°45'58"
C13	25.00	39.37	25.10	35.43	90°14'02"
C14	25.00	43.09	29.14	37.95	98°45'11"

VERTICAL SCALE: 1"=10'



NO.	DATE	BY	REVISIONS

DOUG J. DESMOND — STATE OF WASHINGTON — 36316 — REGISTERED PROFESSIONAL ENGINEER — 3/12/12

DATE: 02/08/12
DRAWN BY: JME
DESIGNED BY: DJD
CHECKED BY: DJD

SCALE:
HORIZONTAL 1"=50'
VERTICAL 1"=10'

Greenstone
HOMES & NEIGHBORHOODS
1427 N. LIBERTY LAKE ROAD, SUITE 100
LIBERTY LAKE, WA 99019
PHONE (509) 928-3880
FAX (509) 928-3887

HARVEST PKWY IMPROVEMENT PROJECT
HARVEST PKWY (2 of 3)
STREET PLANS

SHEET 3 OF 8

JOB NUMBER G0250-B

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C2	500.00	167.70	84.65	166.92	19°13'03"
C11	25.00	36.12	22.04	33.06	82°47'21"
C12	25.00	39.17	24.90	35.28	89°45'58"
C13	25.00	39.37	25.10	35.43	90°14'02"
C14	25.00	43.09	29.14	37.95	98°45'11"

LOCATED IN THE NORTH HALF OF SECTION. 17, T.25N., R.45 E.W.M. CITY OF LIBERTY LAKE, WASHINGTON

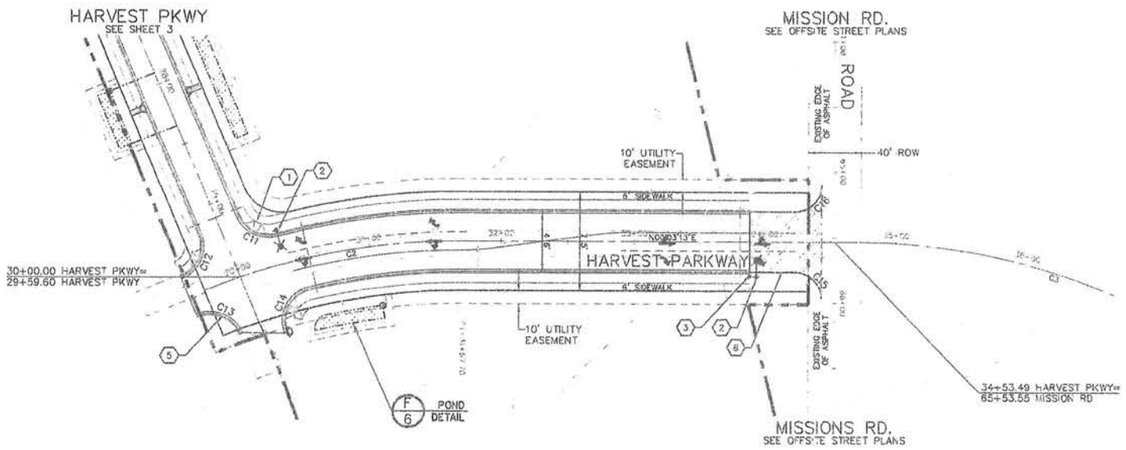
STREET PLANS

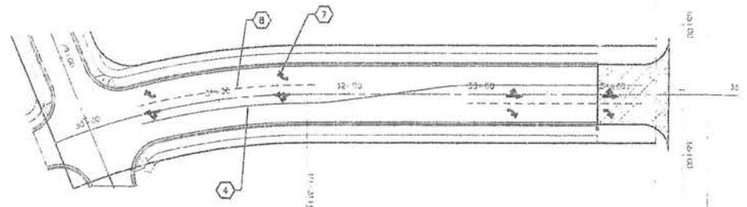
CONSTRUCTION NOTES:

1. CONSTRUCT CURB RAMP PER SPOKANE COUNTY STD. PLAN A-5 (TYP).
2. INSTALL COBRA STYLE LUMINAIRE STREET LIGHT OR APPROVED EQUAL.
3. STREET NAME AND STOP SIGN PER SPOKANE COUNTY STD. PLAN A-16.
4. 4" YELLOW SOLID LINE PER M.U.T.C.D.
5. DEPRESS CURB FOR FUTURE CURB RAMP.
6. EXTEND ASPHALT FROM STA 33+88.49 TO EXISTING EDGE OF ASPHALT AS SHOWN. TEMPORARY SECTION SHALL BE 2" CLASS B CONCRETE PAVING CONTAINING 5-3/4% TO 6-1/4% ASPHALT ON NATIVE GROUND.
7. LANE PAVEMENT MARKINGS PER M.U.T.C.D. FIGURE 3B-21, AS SHOWN.
8. 4" YELLOW SKIP STRIPING PER M.U.T.C.D.

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456·8000
CALL TWO BUSINESS DAYS BEFORE YOU DIG

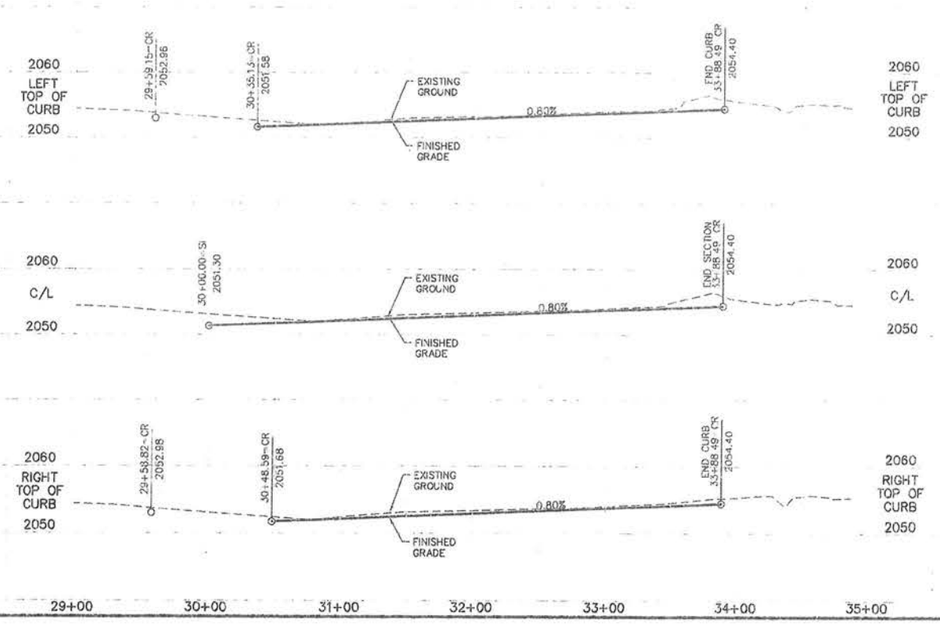




STRIPING DETAIL

NAVD88
BASED ON WSDOT BRASS CAP SET IN CONCRETE MONUMENT DESIGNATED GP32090-45
MON ID=2310, EL=2047.59

VERTICAL SCALE: 1"=10'



REVISIONS

NO	DATE	BY

DOUG J. DESMOND
STATE OF WASHINGTON
38318
REGISTERED
PROFESSIONAL ENGINEER

DATE 02/08/12
DRAWING NAME
DESIGNED BY DJD
CHECKED BY DJD

SCALE:
HORIZONTAL 1"=50'
VERTICAL 1"=10'

Greenstone
HOMES & NEIGHBORHOODS

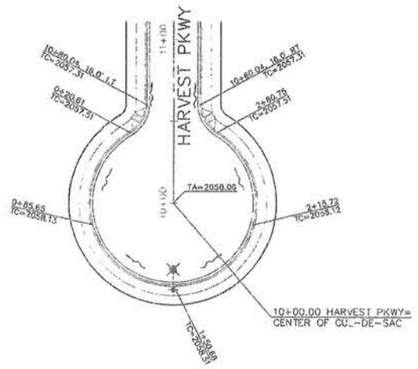
HARVEST PKWY IMPROVEMENT PROJECT
HARVEST PKWY (3 of 3)
STREET PLANS

SHEET 4 of 8
JOB NUMBER G0250-B

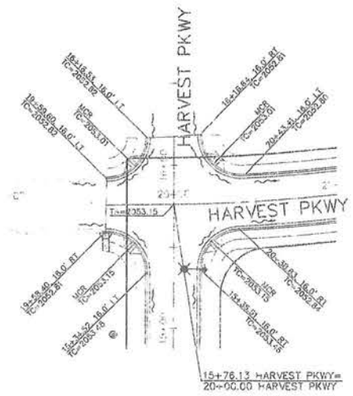
LOCATED IN THE NORTH HALF OF
SECTION. 17, T.25N., R.45 E.W.M.
CITY OF LIBERTY LAKE, WASHINGTON
STREET PLANS

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456·8000
CAL. TWO BUSINESS DAYS BEFORE YOU DIG

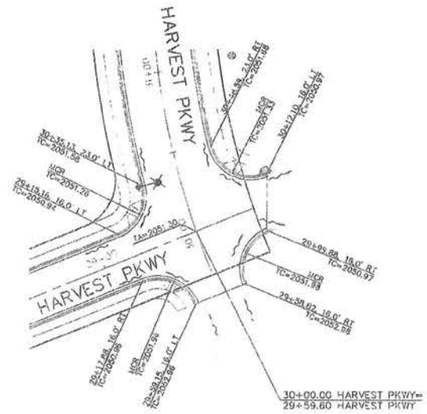
GRAPHIC SCALE
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(IN FEET)
1 inch = 50 ft.



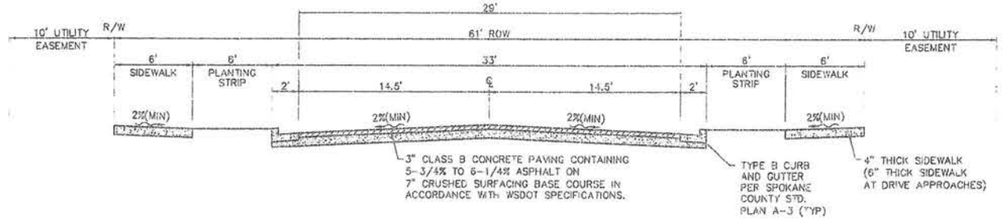
INTERSECTION DETAIL 1/5
SCALE: 1" = 40'



INTERSECTION DETAIL 2/5
SCALE: 1" = 40'

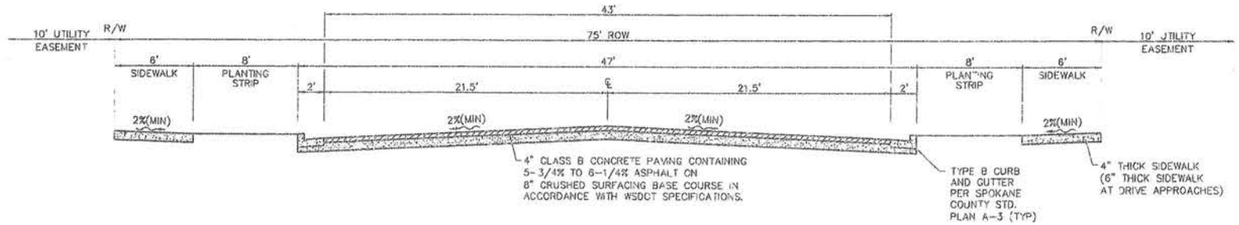


INTERSECTION DETAIL 2/5
SCALE 1" = 40'



STREET CROSS SECTION A/5
NOT TO SCALE

STA 10+00.00 TO STA 16+27.84
STA 20+00.00 TO STA 30+17.97



STREET CROSS SECTION B/5
NOT TO SCALE

STA 30+00.00 TO STA 34+18.49

NAVD88
BASED ON WSDOT BRASS CAP
SET IN CONCRETE MONUMENT
DESIGNATED GP32090-45
MON ID=2310, EL=2047.59

REVISIONS

NO.	DATE	BY

DOUG T. DESMOND
38211
REGISTERED
PROFESSIONAL ENGINEER

DATE: 02/08/12
DRAWN BY: JME
DESIGNED BY: DJD
CHECKED BY: DJD

SCALE:
HORIZONTAL 1"=50'
VERTICAL 1"=10'

Greenstone
HOME & BUILDING DISTRICTS
421 W. Riverside Ave., Suite 1000
Spokane, WA 99201
(509) 456-4300
Fax (509) 456-6882

HARVEST PKWY IMPROVEMENT PROJECT
STREET DETAILS
STREET PLANS

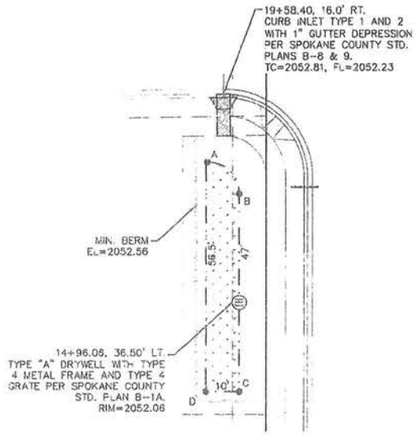
SHEET 5 OF 8
JOB NUMBER G0250-B

LOCATED IN THE NORTH HALF OF SECTION. 17, T.25N., R.45 E.W.M. CITY OF LIBERTY LAKE, WASHINGTON

STREET PLANS

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456-8000
CALL TWO BUSINESS DAYS BEFORE YOU DIG

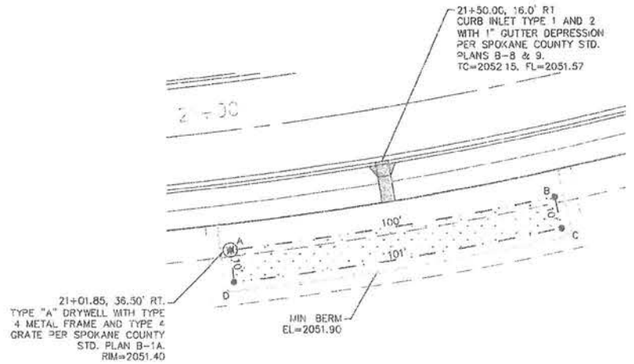
GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.



POND DETAIL (A/6)
SCALE: 1" = 20'

PT.	STATION	OFFSET
A	15+36.95	44.1' RT.
B	15+29.45	36.3' RT.
C	14+68.56	36.5' RT.
D	14+68.56	46.5' RT.

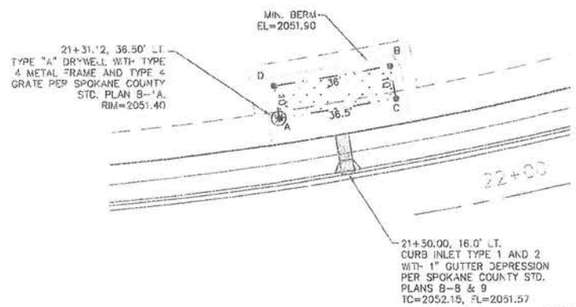
POND A
POND BTM ELEVATION=2051.56
SWALE AREA PROVIDED=685.0 S.F.
MIN. SWALE AREA REQUIRED=680.0 S.F.
MINIMUM BERM ELEVATION=2052.56



POND DETAIL (B/6)
SCALE: 1" = 20'

PT.	STATION	OFFSET
A	21+01.85	36.5' RT.
B	21+98.36	36.5' RT.
C	21+98.36	46.5' RT.
D	21+01.85	46.5' RT.

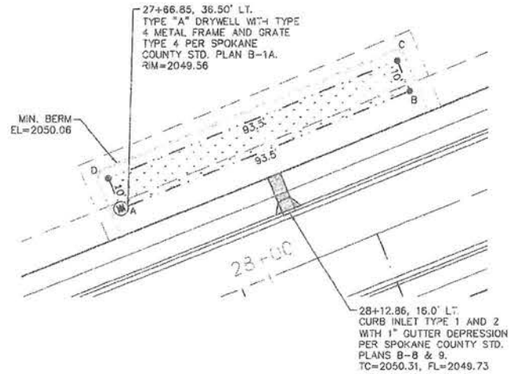
POND B
POND BTM ELEVATION=2050.90
SWALE AREA PROVIDED=1006 S.F.
MIN. SWALE AREA REQUIRED=1006 S.F.
MINIMUM BERM ELEVATION=2051.90



POND DETAIL (C/6)
SCALE 1" = 20'

PT.	STATION	OFFSET
A	21+31.12	36.5' LT.
B	21+68.88	36.5' LT.
C	21+68.88	46.5' LT.
D	21+31.12	46.5 LT.

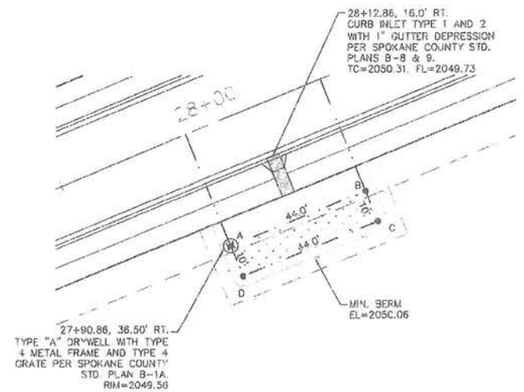
POND C
POND BTM ELEVATION=2050.90
SWALE AREA PROVIDED=382.0 S.F.
MIN. SWALE AREA REQUIRED=360.0 S.F.
MINIMUM BERM ELEVATION=2051.90



POND DETAIL (D/6)
SCALE: 1" = 20'

PT.	STATION	OFFSET
A	27+66.86	36.5' LT.
B	28+50.36	36.5' LT.
C	28+50.36	46.5' LT.
D	27+66.86	46.5' LT.

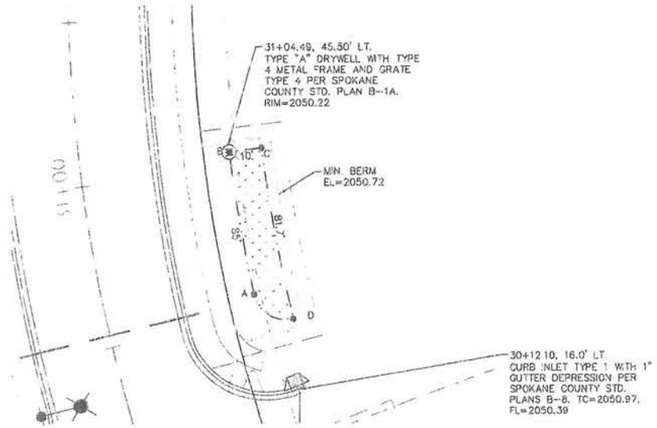
POND D
POND BTM ELEVATION=2049.06
SWALE AREA PROVIDED=935 S.F.
MIN. SWALE AREA REQUIRED=935 S.F.
MINIMUM BERM ELEVATION=2050.06



POND DETAIL (E/6)
SCALE: 1" = 20'

PT.	STATION	OFFSET
A	27+90.86	36.5' LT.
B	28+34.86	36.5' LT.
C	28+34.86	46.5' LT.
D	27+90.86	46.5' LT.

POND E
POND BTM ELEVATION=2049.06
SWALE AREA PROVIDED=440 S.F.
MIN. SWALE AREA REQUIRED=432 S.F.
MINIMUM BERM ELEVATION=2050.06



POND DETAIL (F/6)
SCALE. 1" = 20'

PT.	STATION	OFFSET
A	30+56.15	45.5' RT.
B	31+04.49	45.5' RT.
C	31+04.49	55.5' RT.
D	30+44.91	55.5' RT.

POND F
POND BTM ELEVATION=2049.72
SWALE AREA PROVIDED=514 S.F.
MIN. SWALE AREA REQUIRED=514 S.F.
MINIMUM BERM ELEVATION=2050.72

GENERAL NOTES:

1. SIDE SLOPE FOR ALL POND SHALL BE 3:1.
2. SEEDING FOR PONDS SHALL BE AS FOLLOWS.
   DRYLAND GRASS SEED MIX
   - 11% ELKA PERRENIAL RYE
   - 22% DURAR HARD FESCUE
   - 50% HARD SHEEP/FESCUE
   - 17% REUBENS CANADIAN BLUEGRASS

   PROVIDE MIXTURE COMPOSED OF GRASS SEED AND FERTILIZER IN PERCENTAGES AS FOLLOWS:
   - GRASS SEED: 90 LB PER ACRE
   - FERTILIZER: 16-16-16 TIMED RELEASE COMPOSITION, 300 LB PER ACRE

NAVD88
BASED ON WSDOT BRASS CAP
SET IN CONCRETE MONUMENT
DESIGNATED GP32090-45
MON ID=2310, EL=2047.59

REVISIONS
NO. | DATE | BY

DAVID L. DESMONDE
STATE OF WASHINGTON
18318
REGISTERED
PROFESSIONAL ENGINEER

DATE: 02/08/12
DRAWN BY: JME
DESIGNED BY: DLD
CHECKED BY: DJD

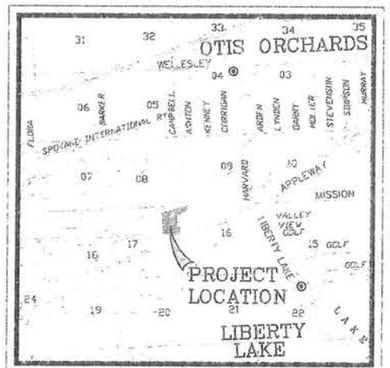
SCALE:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'

Greenstone
HOMES & NEIGHBORHOODS
19315 S. 40 APPROACH LN. SUITE 200
LIBERTY LAKE, WASHINGTON 99019
PHONE: (509) 924-9266
FAX: (509) 924-9282

HARVEST PKWY IMPROVEMENT PROJECT
POND DETAILS
STREET PLANS

SHEET
6 of 8
JOB NUMBER
G0250-B

LOCATED IN THE NORTH HALF OF
SECTION. 17, T.25N., R.45 E.W.M.
CITY OF LIBERTY LAKE, WASHINGTON
STREET PLANS



VICINITY MAP

GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED SITE WORK STANDARDS AND THE STANDARDS AND SPECIFICATIONS SET FORTH IN COUNTY REGULATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK WITHIN PUBLIC R.O.W. OR EASEMENTS SHALL BE INSPECTED AND APPROVED BY THE COUNTY INSPECTOR. INSPECTION SERVICES AND CONSTRUCTION CERTIFICATION TO BE PROVIDED BY ENGINEER OF RECORD.

2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS, IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE COUNTY INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.

4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE COUNTY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.

5. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON-SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.

7. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.

8. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.

9. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH M.U.T.C.D. TO THE APPROPRIATE RIGHT-OF-WAY AUTHORITY COUNTY FOR APPROVAL, PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN, OR AFFECTING, THE RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY THE CONSTRUCTION ACTIVITIES.

10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING RECORD INFORMATION ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE COUNTY INSPECTOR AT ALL TIMES.

13. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE CONSULTANT ENGINEER FOR CLARIFICATION, AND ANNOTATE THE DIMENSION ON THE RECORD DRAWINGS.

14. ALL STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED, AT THE LIMITS OF CONSTRUCTION, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

15. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES.

16. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS SUBJECT TO THE JURISDICTION OF THE LIBERTY LAKE ENGINEERING DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.

17. THE CONTRACTOR SHALL SUBMIT A PHASING PLAN FOR ALL WORK IN PUBLIC ROADS AND R.O.W.'S TO LIBERTY LAKE BEFORE BEGINNING ANY WORK ON THESE ROADS. CONTRACTOR SHALL BEGIN WORK ONLY AFTER THE LIBERTY LAKE ENGINEER APPROVES THE PHASING PLAN, AND A PRECONSTRUCTION MEETING IS HELD BETWEEN THE CITY OF LIBERTY LAKE, ENGINEER AND THE CONTRACTOR.

18. ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL GENERALLY BE LIMITED TO THE PERIOD BETWEEN 6:00 A.M. AND 10:00 P.M. EVERYDAY UNLESS OTHERWISE APPROVED BY THE CITY OF LIBERTY LAKE.

19. BASED ON A REQUIREMENT FROM A LOCAL JURISDICTION THE ENGINEER OR HIS DESIGNEE SHALL PERFORM MATERIALS TESTING AND QUALITY CONTROL ON THE PROJECT AND SHALL SUBMIT COPIES OF DAILY REPORTS, TEST REPORTS, PROJECT CERTIFICATION AND RECORD DRAWINGS TO THE CITY OF LIBERTY LAKE ENGINEER

20. NO REVISIONS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE CITY OF LIBERTY LAKE ENGINEER AND NOTIFICATION OF THE ENGINEER OF RECORD.

21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN, AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

EROSION & SEDIMENT CONTROL
GENERAL NOTES AND INFORMATION

1. AN EROSION/SEDIMENT CONTROL (E.S.C.) PLAN IS REQUIRED FOR THIS PROJECT. IMPLEMENTATION OF THE E.S.C. PLAN, AND CONSTRUCTION, MAINTENANCE, AND UPGRADING OF THE E.S.C. FACILITIES ARE THE RESPONSIBILITY OF THE DEVELOPER UNTIL ALL CONSTRUCTION IS COMPLETED AND ACCEPTED BY THE CITY OF LIBERTY LAKE, OR UNTIL VEGETATION IS ESTABLISHED THROUGHOUT THE SITE, AND ACCEPTED BY THE CITY OF LIBERTY LAKE, WHICHEVER IS LATER.

2. APPROVAL OF THE E.S.C. PLAN DOES NOT CONSTITUTE APPROVAL OF ANY OF THE PROPOSED ROAD, STORM DRAINAGE, GRADING OR UTILITY DESIGN ELEMENTS SHOWN ON THE E.S.C. PLAN.

3. THE EROSION/SEDIMENT CONTROL MEASURES SHOWN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. THE CONTRACTOR SHALL INSPECT AND MAINTAIN THESE E.S.C. MEASURES DAILY, AND SHALL MAINTAIN AND UPGRADE THESE MEASURES AS NECESSARY TO PREVENT SEDIMENT-LADEN WATER FROM EITHER FLOWING OFF SITE, OR INTO NEW/EXISTING STORM DRAINAGE FACILITIES, SUCH AS DRYWELLS, CULVERTS, OR GRAVEL GALLERIES

4. GEOTEXTILE FABRIC IS TO BE PLACED ON THE RIMS, CATCH BASINS AND INLETS UNTIL SUCH TIME THAT THE VEGETATION ON THE SITE IS ESTABLISHED AND THE THREAT OF SEDIMENT DEPOSITION INTO THE DRAINAGE SYSTEM IS MITIGATED.

5. THE SILT FENCES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO OTHER SITE WORK, AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.

6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ROCK CONSTRUCTION ENTRIES AT ANY AND ALL LOCATIONS USED TO ENTER OR EXIT THE PROJECT SITE. SEE DETAIL 2, SHEET 8.

7. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNATING A LOCATION WHERE CONCRETE TRUCKS AND EQUIPMENT CAN BE WASHED OUT, NOT LOCATED NEAR OR DRAINING INTO A STORM DRAINAGE AREA

8. STABILIZATION OF DENUDED AREAS:
ANY DISTURBED AREAS, WHICH WOULD BE LEFT BARE FOR MORE THAN 7 DAYS AND ARE NOT INTENDED TO BE REWORKED WITHIN 30-45 DAYS SHALL BE SEEDED WITH A FAST STARTING NATIVE DRYLAND GRASS SUCH AS ANNUAL RYE, OR APPROVED EQUAL, AT A RATE OF 60 lbs/ACRE.

9. CONTROL OF POLLUTANTS:
ANY SPILLS WILL BE HANDLED ACCORDING TO D.O.E. AND D.O.H. GUIDELINES.

10. SOIL TYPE:
GgA — GARRISON GRAVELLY LOAM, 0 TO 5% SLOPES: THIS SOIL IS A SOMEWHAT EXCESSIVELY DRAINED SOIL. SURFACE RUNOFF IS SLOW, AND THERE IS LITTLE OR NO HAZARD TO EROSION.

MAINTENANCE

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF THE TEMPORARY E.S.C. MEASURES.

2. SEDIMENT BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RUNOFF-PRODUCING RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.

3. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF FILTER FABRIC SHALL BE ACCOMPLISHED PROMPTLY.

4. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RUNOFF-PRODUCING RAINFALL. DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY 1/2 THE HEIGHT OF THE BARRIER.

5. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE E.S.C. STRUCTURE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED

6. ALL TEMPORARY AND PERMANENT E.S.C. PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.

7. ALL TEMPORARY E.S.C. MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY BMP'S ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DIRT, MUD AND OTHER CONSTRUCTION DEBRIS WHICH MAY ACCUMULATE ON PAVED STREETS ADJACENT TO THE SITE AS A RESULT OF CONSTRUCTION ACTIVITY. CLEANING SHALL BE ON AN "AS NEEDED" BASIS USING SWEEPING AND WATER TO WASH THE CONSTRUCTION DEBRIS FROM THE STREET.

9. ON-SITE DUST CONTROL SHALL BE ACCOMPLISHED BY USING WATER. APPLICATIONS OF WATER MAY BE REQUIRED SEVERAL TIMES PER DAY DURING CONSTRUCTION ACTIVITY

THE DESIGN IMPROVEMENTS SHOWN IN THIS SET OF PLANS AND CALCULATIONS CONFORM TO APPLICABLE EDITIONS OF THE SPOKANE COUNTY STANDARDS FOR ROAD AND SEWER CONSTRUCTION AND THE SPOKANE COUNTY GUIDELINES FOR STORMWATER MANAGEMENT. ALL DESIGN DEVIATIONS HAVE BEEN APPROVED BY THE LIBERTY LAKE ENGINEER. I APPROVE THESE PLANS FOR CONSTRUCTION.

CERTIFICATION STATEMENT: I CERTIFY THAT THIS EROSION AND SEDIMENT CONTROL PLAN MEETS THE E.S.C. REQUIREMENTS AS LISTED IN CHAPTER 4.5 OF THE SPOKANE COUNTY GUIDELINES FOR STORMWATER MANAGEMENT AS ADOPTED BY THE CITY OF LIBERTY LAKE.

DOUG J. DESMOND, P.E.

NAVD88
BASED ON WSDOT BRASS CAP SET IN CONCRETE MONUMENT DESIGNATED GP32090-45 MON ID=2310, EL.=2047.59

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456-8000
CALL TWO BUSINESS DAYS BEFORE YOU DIG

REVISIONS
NO. | DATE | BY

DOUGLAS J. DESMOND — STATE OF WASHINGTON — 38318 — REGISTERED PROFESSIONAL ENGINEER

DATE: 02/09/12
DRAWN BY: JME
DESIGNED BY: DJD
CHECKED BY: DJD

SCALE:
HORIZONTAL: 1"=50'
VERTICAL: 1"=10'

Greenstone
HOMES & NEIGHBORHOODS
1121 N. Hollywood Ln. (509) 924-7901
Post Falls, ID 83854 FAX (208) 773-1662
Spokane, WA 99212 FAX (509) 924-9660

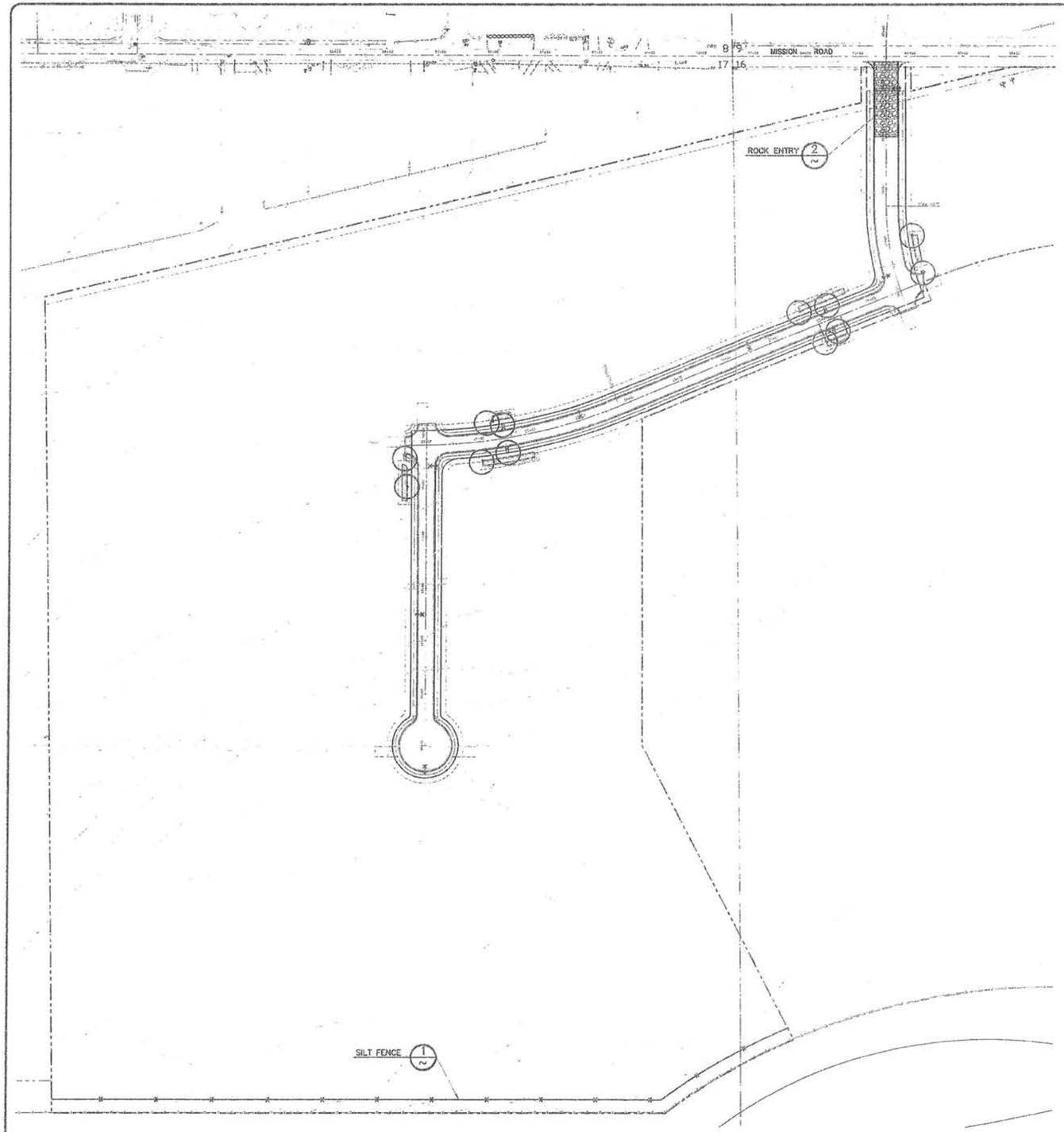
HARVEST PKWY IMPROVEMENT PROJECT
EROSION AND SEDIMENT CONTROL PLAN
STREET PLANS

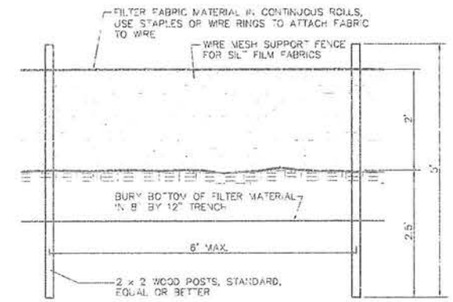
SHEET 7 OF 8
JOB NUMBER G0250-B

LOCATED IN THE NORTH HALF OF
SECTION. 17, T.25N., R.45 E.W.M.
CITY OF LIBERTY LAKE, WASHINGTON
STREET PLANS

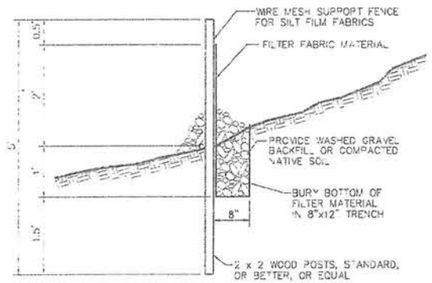
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
456-8000
CALL TWO BUSINESS DAYS BEFORE YOU DIG

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft





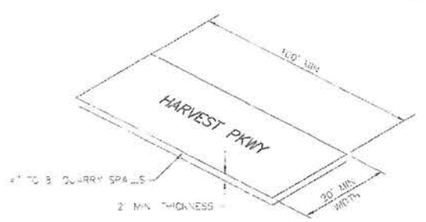
ELEVATION



SECTION

SILT FENCE DETAIL 1/8

NOT TO SCALE



ROCK ENTRY CONSTRUCTION 2/8

NOT TO SCALE

LEGEND

- STORM DRAINAGE AREA - NO CONCRETE TRUCK WASHOUT. SEE GENERAL NOTES 4 & 7, SHEET 7 of 8.
- SILT FENCE PER DETAIL 1, THIS SHEET.
- ROCK ENTRY PER DETAIL 2, THIS SHEET.

NAVD88
BASED ON WSDOT BRASS CAP
SET IN CONCRETE MONUMENT
DESIGNATED GP32090-45
MON ID=2310 EL=2047.59

REVISIONS

NO	DATE	BY

DOUG J. DESIMONE
STATE OF WASHINGTON
18315
REGISTERED
PROFESSIONAL ENGINEER

DATE 02/06/12
DRAWN BY JME
DESIGNED BY DJD
CHECKED BY DJD

SCALE:
HORIZONTAL 1"=100'
VERTICAL N/A

Greenstone
HOMES & NEIGHBORHOODS
1421 N. MEADOWWOOD LN., SUITE 200
LIBERTY LAKE, WA 99019
PHONE (509) 924-3900
FAX (509) 924-9851

HARVEST PKWY IMPROVEMENT PROJECT
EROSION AND SEDIMENT CONTROL PLAN
STREET PLANS

SHEET 8 OF 8
JOB NUMBER G0250-B

ATTACHMENT A

AFTER RECORDING RETURN TO:
CITY OF LIBERTY LAKE
22710 E. Country Vista Dr.
Liberty Lake, WA 99019

Document: Bill of Sale
Grantor: Telido Station, LLC
Grantee: City of Liberty Lake
Abbreviated Legal Description: NE Qtr, Sec. 17, T25N, R45E, W.M.
Tax Parcel Number(s): 55171.1301, 55171.1302

BILL OF SALE

KNOW ALL MEN by these presents that Telido Station, LLC, a Washington limited liability company, hereinafter referred to as Grantor, for and in consideration of the provisions of street service, hereby grants, bargains, sells, conveys and delivers unto the Grantee, City of Liberty Lake ("the City") the following personal and real property of the Grantor used in providing street service within the public right-of-way and easements together with all franchises, permits and consents relating thereto, to wit: all pavement, curbs, sidewalks and other equipment comprising the street system installed by the Grantor and located within the public right-of-way more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

FURTHER, Grantor warrants unconditionally and without limitation that the street system shall be free of defects in materials in workmanship for a period of one year from the date of the City's acceptance of this Bill of Sale. The Grantor agrees to repair, replace and reconstruct any portion of the said street system found to be defective by the City. Grantor further warrants that the street system is transferred free and clear of all adverse claims, liens and encumbrances and that Grantor has clear title to and the right to convey the said street system to Grantee. Grantor further warrants, for itself and its successors and assigns, that it will defend and indemnify the Grantee with respect to the warranties of ownership of the street system.

DATED this _____day of _____2014.

TELIDO STATION, LLC

By_____

Its_____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Wayne Frost, known to be Manager of Telido Station, LLC, the company that executed the foregoing instrument, to be the voluntary act and deed of said company, for the uses and purposes herein mentioned, and on oath stated he was authorized to execute the said agreement.

DATED: _____

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires:_____

EXHIBIT A

Exhibit "A"

6106295 3/5:2

DEDICATION

KNOW ALL MEN BY THEIR PRESENTS THAT SPOKANE COUNTY, A COUNTY IN THE STATE OF WASHINGTON, TELIDO STATION LLC, A WASHINGTON LIMITED LIABILITY COMPANY AND CENTENNIAL PROPERTIES, INC. A WASHINGTON CORPORATION HAVE CAUSED TO BE PLATTED INTO PARCELS AND STREET THE LAND SHOWN HEREON TO BE KNOWN AS THE FINAL BINDING SITE PLAN OF TELIDO STATION PHASE I BSP-06-0002 BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 16 AND THE NORTHEAST QUARTER OF SECTION 17 ALL IN TOWNSHIP 25N., RANGE 45E., W.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF PARCEL "B" OF THE BINDING SITE PLAN BSP-41-95, RECORDED IN BOOK 2 OF BINDING SITE PLANS, PAGES 33 AND 34 SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE FORMER SPOKANE, COEUR D ALENE AND PALOUSE RAILWAY; THENCE N76°30'57"E ALONG THE SAID SOUTHERLY LINE A DISTANCE OF 1598.46 FEET; THENCE N00°03'13"E A DISTANCE OF 68.84 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MISSION AVENUE; THENCE S89°56'47"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 95.00 FEET; THENCE S00°03'13"W A DISTANCE OF 45.96 FEET TO A POINT ON THE SAID SOUTHERLY LINE OF THE FORMER SPOKANE, COEUR D' ALENE AND PALOUSE RAILWAY; THENCE N76°30'57"E ALONG THE SAID SOUTHERLY LINE A DISTANCE OF 198.34 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF MISSION AVENUE; THENCE S89°56'47"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 113.95 FEET; THENCE S00°03'13"W A DISTANCE OF 336.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1014.20 FEET (FROM WHICH POINT A RADIAL LINE BEARS N06°59'11"W); THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°23'41" AN ARC DISTANCE OF 280.57 FEET; THENCE S67°39'02"W A DISTANCE OF 10.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 452.50 FEET (FROM WHICH POINT A RADIAL LINE BEARS S71°10'15"W); THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°32'38" AN ARC DISTANCE OF 38.52 FEET; THENCE S67°39'02"W A DISTANCE OF 598.39 FEET; THENCE S00°11'49"E A DISTANCE OF 628.00 FEET; THENCE S27°33'40"E A DISTANCE OF 834.32 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 90, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1246.00 FEET (FROM WHICH POINT A RADIAL LINE BEARS N23°06'03"W); THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'03" AN ARC DISTANCE OF 285.27 FEET; THENCE S89°59'40"W ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1160.40 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID BINDING SITE PLAN BSP-41-95; THENCE N00°18'00"W ALONG SAID EASTERLY BOUNDARY LINE A DISTANCE OF 1565.60 FEET TO THE POINT OF BEGINNING.

EXCEPT RIGHT OF WAY

SUBJECT TO ALL EASEMENTS OF RECORD

CONTAINING 54.17 ACRES MORE OR LESS

SITUATE IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON

AND THEY DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER A VARIABLE WIDTH RIGHT-OF-WAY FOR HARVEST PARKWAY AS SHOWN HEREON

SETBACKS SHALL BE DETERMINED AT THE TIME BUILDING PERMITS ARE REQUESTED UNLESS THESE SETBACKS ARE SPECIFICALLY DRAFTED ON THIS FINAL BINDING SITE PLAN. THE SETBACKS INDICATED ON THIS SUBDIVISION MAY BE VARIED FROM IF PROPER ZONING OR VARIANCE APPROVALS ARE OBTAINED.

THE OWNERS OR SUCCESSORS IN INTEREST AGREE TO JOIN IN ANY CITY-APPROVED STORMWATER MANAGEMENT PROGRAM AND TO PAY SUCH RATES AND CHARGES AS MAY BE FIXED THROUGH PUBLIC HEARINGS FOR SERVICE OR BENEFIT OBTAINED BY THE PLANNING, DESIGN, CONSTRUCTING, MAINTAINING, OR OPERATION OF STORMWATER CONTROL FACILITIES

THE OWNERS OR SUCCESSORS IN INTEREST ALSO AGREE TO JOIN IN ANY CITY-APPROVED LOCAL IMPROVEMENT DISTRICT FOR STREET IMPROVEMENTS AND TO PAY SUCH RATES AND CHARGES AS MAY BE FIXED THROUGH PUBLIC HEARINGS FOR SERVICE OR BENEFIT OBTAINED BY THE PLANNING, DESIGN, CONSTRUCTING, MAINTAINING, OR OPERATION OF STREETS

UTILITY EASEMENTS SHOWN ON THE HEREIN DESCRIBED PLAT ARE HEREBY DEDICATED FOR THE USE OF SERVING UTILITY COMPANIES FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, PROTECTION, INSPECTION, AND OPERATION OF THEIR RESPECTIVE FACILITIES, TOGETHER WITH THE RIGHT TO PROHIBIT CHANGES IN GRADE THAT WILL REDUCE THE EXISTING COVERAGE OVER INSTALLED UNDERGROUND FACILITIES AND THE RIGHT TO TRIM AND/OR REMOVE TREES, BUSHES, LANDSCAPING, AND TO PROHIBIT STRUCTURES THAT MAY INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, RELIABILITY, MAINTENANCE, AND SAFE OPERATION OF SAME.

PUBLIC SEWERS SHALL BE CONSTRUCTED TO PROVIDE FOR THE CONNECTION OF EACH PARCEL TO SPOKANE COUNTY'S SYSTEM OF SEWERAGE, AND INDIVIDUAL SERVICES WILL BE PROVIDED TO EACH LOT PRIOR TO SALE. USE OF INDIVIDUAL ON-SITE DISPOSAL SYSTEMS SHALL NOT BE AUTHORIZED. THE DEVELOPER OF THE PROPOSAL SHALL BEAR THE COST OF PROVIDING THE REQUIRED SERVICES TO THE LOTS. USES ON PROPERTIES WITHIN THE PROJECT SHALL BE REQUIRED TO CONNECT TO THE SEWER AND PAY APPLICABLE CHARGES PER THE COUNTY SEWER ORDINANCE. SEWER CONNECTION PERMITS SHALL BE REQUIRED.

THE EXCLUSIVE SANITARY SEWER EASEMENT GRANTED TO SPOKANE COUNTY, IT'S SUCCESSORS AND ASSIGNS IS FOR THE SOLE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, ALTERING, REPLACING, REMOVING, AND ALL OTHER USES OR PURPOSES WHICH ARE OR MAY BE RELATED TO A SEWER SYSTEM. SPOKANE COUNTY, IT'S SUCCESSORS AND ASSIGNS AT ALL TIMES HEREINAFTER, AT THEIR OWN COST AND EXPENSE, MAY REMOVE ALL CROPS, BRUSH, GRASS OR TREES THAT MAY INTERFERE WITH THE CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, ALTERING, REPLACING, REMOVING, AND ALL OTHER USES OR PURPOSES WHICH ARE OR MAY BE RELATED TO A SEWER SYSTEM. THE GRANTOR(S) RESERVES THE RIGHT TO USE AND ENJOY THAT PROPERTY WHICH IS THE SUBJECT OF THIS EASEMENT FOR THE PURPOSES WHICH WILL NOT INTERFERE WITH THE COUNTY'S FULL ENJOYMENT OF RIGHTS HEREBY GRANTED; PROVIDED, THE GRANTOR(S) SHALL NOT ERECT OR CONSTRUCT ANY BUILDING OR OTHER STRUCTURE OR DRILL ON THE EASEMENT, OR DIMINISH, OR SUBSTANTIALLY ADD TO THE GROUND COVER OVER THE EASEMENT. THE EASEMENT DESCRIBED HEREIN ABOVE IS TO AND SHALL RUN WITH THE LAND.

A PUBLIC WATER SYSTEM WILL BE MADE AVAILABLE FOR THE BINDING SITE PLAN AND INDIVIDUAL SERVICE WILL BE PROVIDED TO EACH LOT PRIOR TO SALE. THE USE OF PRIVATE WELLS OR WATER SYSTEMS IS PROHIBITED. THE DEVELOPER OF THE PROPOSAL SHALL BEAR THE COST OF PROVIDING THE REQUIRED SERVICES TO THE LOTS.

THE PUBLIC WATER SYSTEM, PURSUANT TO THE WATER PLAN APPROVED BY THE CITY, SPOKANE COUNTY FIRE PROTECTION DISTRICT #1, AND THE WATER PURVEYOR, SHALL BE INSTALLED WITHIN THIS BINDING SITE PLAN AND THE APPLICANT SHALL PROVIDE FOR INDIVIDUAL DOMESTIC WATER SERVICE AS WELL AS FIRE PROTECTION TO EACH LOT PRIOR TO SALE OF EACH LOT AND PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS 14th DAY OF June 2012

SPOKANE COUNTY
A COUNTY IN THE STATE OF WASHINGTON
BY: Todd Mielke
ITS: Chairman, BOCC

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

I CERTIFY THAT I KNOW OR THAT I HAVE SATISFACTORY EVIDENCE THAT Todd Mielke, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Chairman of the Board OF SPOKANE COUNTY, A COUNTY IN THE STATE OF WASHINGTON, TO BE THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION, FOR THE USES AND PURPOSES STATED IN THE INSTRUMENT.

DATED THIS 14th DAY OF June, 2012

Danielle P Erickson
NOTARY PUBLIC, IN AND FOR THE STATE
OF WASHINGTON RESIDING AT SPOKANE
MY COMMISSION EXPIRES 4/29/2013

NOTARY PUBLIC STATE OF WASHINGTON DANIELLE P ERICKSON

ELC ASSOCIATES
12730 E. MIRABEAU PKWY.
SUITE 130
SPOKANE VALLEY
WASHINGTON 99216
P 509 458 6840
F 509 452 6844
ELCASSOC.COM
ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS 14th DAY OF March, 2012

TELIDO STATION, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
BY: Wayne H Fristoe
ITS: Manager

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

I CERTIFY THAT I KNOW OR THAT I HAVE SATISFACTORY EVIDENCE THAT Wayne Fristoe, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Manager OF Telido Station, LLC, A Washington limited liability company, TO BE THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION, FOR THE USES AND PURPOSES STATED IN THE INSTRUMENT.

DATED THIS 19th DAY OF March, 2012

Katherine Fitch
NOTARY PUBLIC, IN AND FOR THE STATE
OF WASHINGTON RESIDING AT SPOKANE, 2014 E 29th Ave 99223
MY COMMISSION EXPIRES 12-05-15 Colville, WA 99114

KATHERINE FITCH NOTARY PUBLIC 12-05-15 STATE OF WASHINGTON

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS 15th DAY OF March, 2012

CENTENNIAL PROPERTIES, INC.
A WASHINGTON CORPORATION
BY: Robert Reuter
ITS: President

ACKNOWLEDGMENTS

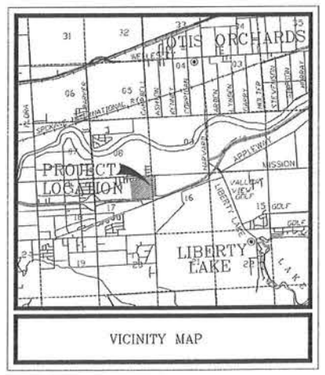
STATE OF WASHINGTON)
) SS
COUNTY OF SPOKANE)

I CERTIFY THAT I KNOW OR THAT I HAVE SATISFACTORY EVIDENCE THAT Elizabeth A Corder, IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Executive Assistant OF Centennial Properties, Inc., TO BE THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION, FOR THE USES AND PURPOSES STATED IN THE INSTRUMENT.

DATED THIS 15th DAY OF March, 2012

Heidi K Murphy
NOTARY PUBLIC, IN AND FOR THE STATE
OF WASHINGTON RESIDING AT SPOKANE
MY COMMISSION EXPIRES 11-2-12

Notary Public State of Washington HEIDI K. MURPHY MY COMMISSION EXPIRES November 02, 2012



VICINITY MAP

SPOKANE COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 18 DAY OF July, 2012
AT 11:12 A.M. IN BOOK L OF SURVEYS AT PAGE 55:2
AT THE REQUEST OF TERRA FIRMA LLC

SPOKANE COUNTY AUDITOR BY DEPUTY

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF LIBERTY LAKE SUBDIVISION ORDINANCE.

ZACHARY T. LOVICK, PLS
CERTIFICATE NUMBER 44925

ZACHARY T. LOVICK 44925 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF WASHINGTON

3/14/12

CITY OF LIBERTY LAKE PLANNING AND COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS 31st DAY OF May, 2012

DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT

CITY OF LIBERTY LAKE ENGINEER

EXAMINED AND APPROVED THIS 31st DAY OF May, 2012

CITY OF LIBERTY LAKE ENGINEER

SPOKANE COUNTY ASSESSOR

EXAMINED AND APPROVED THIS 3 DAY OF July, 2012

SPOKANE COUNTY ASSESSOR BY DEPUTY

SPOKANE COUNTY TREASURER

I DO HEREBY CERTIFY THAT ALL TAXES WHICH HAVE BEEN LEVIED AND BECOME CHARGEABLE AGAINST THE LAND SHOWN WITHIN THIS MAP HAVE BEEN FULLY PAID THIS 3 DAY OF July, 2012

Rebecca M Thuesen
SPOKANE COUNTY TREASURER BY DEPUTY

OFFICIAL SEAL SPOKANE COUNTY TREASURER

FINAL BINDING SITE PLAN
OF
TELIDO STATION PHASE I
BSP-06-0002
LOCATED IN THE
NORTHEAST QUARTER OF SECTION 17 AND
THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M.,
CITY OF LIBERTY LAKE,
SPOKANE COUNTY, WASHINGTON
FEBRUARY 2012

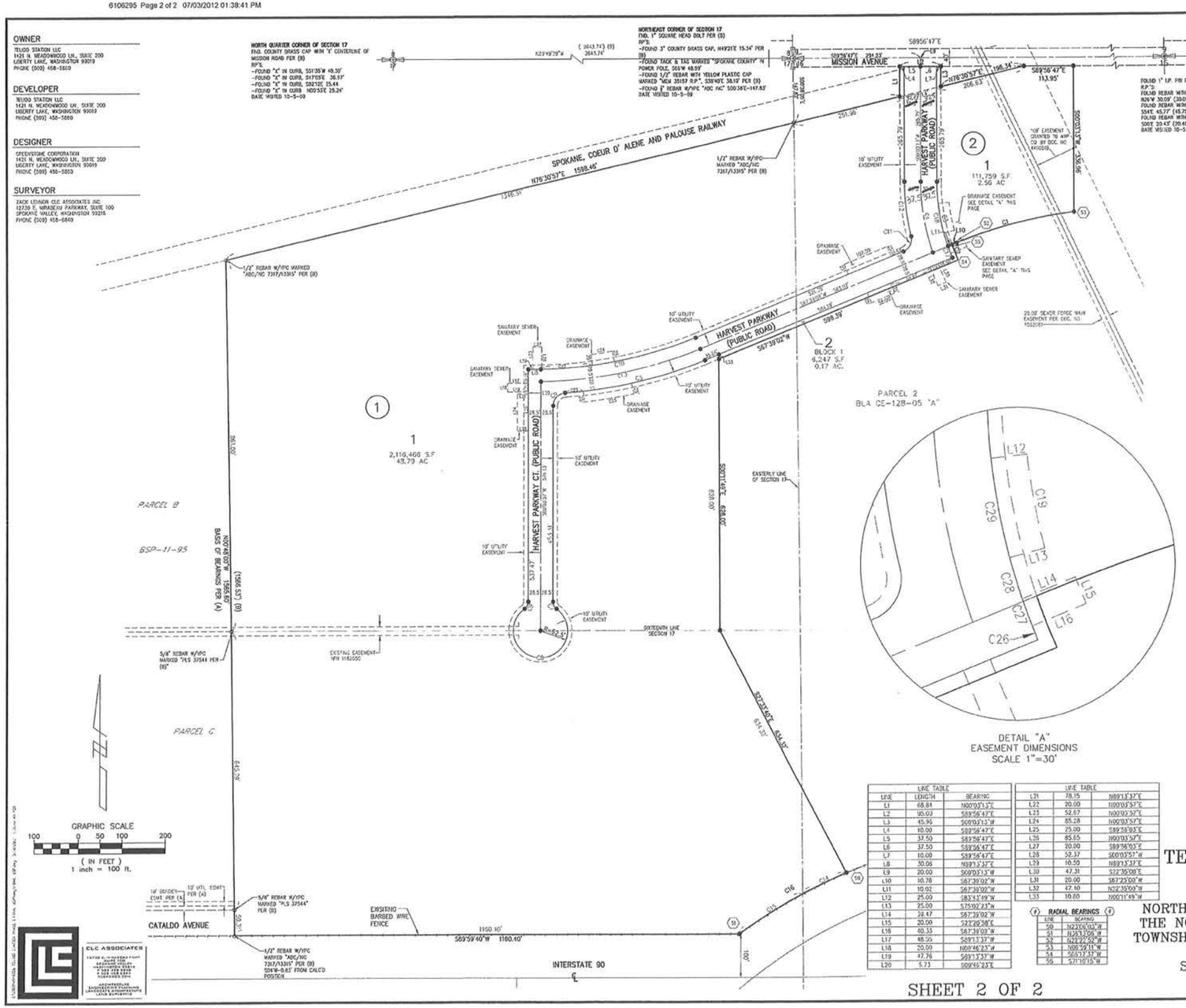
SHEET 1 OF 2

OWNER
TELIDO STATION LLC
1421 N. MEADOWWOOD LN., SUITE 200
LIBERTY LAKE, WASHINGTON 99019
PHONE (509) 458-5869

DEVELOPER
TELIDO STATION LLC
1421 N. MEADOWWOOD LN., SUITE 200
LIBERTY LAKE, WASHINGTON 99019
PHONE (509) 458-5869

DESIGNER
GREENSTONE CORPORATION
1421 N. MEADOWWOOD LN., SUITE 200
LIBERTY LAKE, WASHINGTON 99019
PHONE (509) 458-5869

SURVEYOR
ZACK LENNON CLC ASSOCIATES INC.
12739 E. MIRABEAU PARKWAY, SUITE 100
SPOKANE VALLEY, WASHINGTON 99216
PHONE (509) 458-5869



SPOKANE COUNTY AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 28 DAY OF March, 2012
AT 10:26 A.M., IN BOOK 2 OF BSP'S AT PAGE 52-53
AT THE REQUEST OF Pinnacle Surveying, LLC

SPOKANE COUNTY AUDITOR BY DEPUTY

BINDING SITE PLAN DATA

TOTAL SITE AREA	54.47 ACRES
NUMBER OF LOTS	3 LOTS
EXISTING ZONING	RD-C
PROPOSED ZONING	RD-C
COMPREHENSIVE PLAN CATEGORY	FREEWAY COMMERCIAL
GOVERNING JURISDICTION	CITY OF LIBERTY LAKE
SETBACKS	SHALL BE DETERMINED AT TIME OF BUILDING PERMIT
EXISTING USES	VACANT AGRICULTURAL LAND
PROPOSED USES	LARGE FORMAT RETAIL AND LIFESTYLE SHOPPING CENTER
SEWER	SPOKANE COUNTY
WATER	CONSOLIDATED IRRIGATION DISTRICT

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	1044.20	280.57	141.13	279.72	15°23'41"
C2	452.50	39.52	19.77	38.51	4°57'38"
C3	452.50	181.56	91.96	180.39	22°59'59"
C4	500.00	167.96	84.65	166.92	19°13'03"
C5	1028.50	331.25	167.07	329.82	18°27'11"
C6	30.00	43.05	27.99	40.93	86°02'16"
C7	20.00	18.85	10.19	18.16	53°59'36"
C8	62.50	314.14	45.42	73.18	287°59'12"
C9	20.00	18.85	10.19	18.16	53°59'36"
C10	971.50	365.85	185.12	363.65	21°34'35"
C11	30.00	42.54	25.74	39.07	81°13'17"
C12	537.50	128.12	64.37	127.82	13°39'27"
C13	1009.00	376.58	190.55	374.36	21°34'35"
C14	1246.00	111.46	55.76	111.42	5°07'31"
C15	1246.00	173.81	87.05	173.67	7°59'33"
C16	1246.00	285.27	143.26	284.64	13°07'03"
C17	462.50	28.52	14.26	28.51	3°31'58"
C18	462.50	153.04	77.23	152.34	18°57'33"
C19	437.50	66.36	33.24	66.30	8°41'27"
C20	-	-	-	-	-
C21	-	-	-	-	-
C22	971.50	130.38	65.27	130.31	7°68'90"
C23	1028.50	41.86	20.94	41.86	2°19'56"
C24	946.50	49.74	24.87	49.73	3°00'39"
C25	1053.50	115.43	57.77	115.37	6°16'40"
C26	462.50	10.50	5.25	10.50	1°18'03"
C27	462.50	20.02	10.01	20.02	2°28'48"
C28	462.50	29.84	14.93	29.84	3°41'48"
C29	462.50	70.15	35.14	70.09	8°41'27"

LINE TABLE		
LINE	LENGTH	BEARING
L1	68.84	N00°03'13"E
L2	95.03	S89°56'47"E
L3	45.95	S00°03'13"W
L4	10.00	S89°56'47"E
L5	37.50	S89°56'47"E
L6	37.50	S89°56'47"E
L7	10.00	S89°56'47"E
L8	30.06	N59°13'37"E
L9	20.00	S09°03'13"W
L10	10.78	S67°39'02"W
L11	10.92	S67°39'02"W
L12	25.00	S83°43'49"W
L13	25.00	S75°02'23"W
L14	39.47	S67°39'02"W
L15	20.00	S22°20'58"E
L16	40.33	S67°39'02"W
L17	48.55	S89°13'37"W
L18	20.00	N00°46'23"W
L19	47.76	S89°13'37"W
L20	5.73	S00°46'23"E

LINE TABLE		
L21	78.15	N89°13'37"E
L22	20.00	N00°03'53"E
L23	52.67	N00°03'53"E
L24	85.28	N00°03'53"E
L25	25.00	S89°56'03"E
L26	85.55	N00°03'53"E
L27	20.00	S89°56'03"E
L28	52.37	S00°03'57"W
L29	10.50	N89°13'37"E
L30	47.31	S22°35'00"E
L31	20.00	S67°25'00"W
L32	47.10	N22°35'00"W
L33	10.80	N00°11'49"W

RADIAL BEARINGS	
LINE	BEARING
50	N23°06'01"W
51	N36°13'09"W
52	N22°22'52"W
53	N09°59'11"W
54	S60°17'37"W
55	S71°10'15"W

DETAIL "A"
EASEMENT DIMENSIONS
SCALE 1"=30'

REFERENCES

(A) BINDING SITE PLAN BSP-11-95, RECORDED IN BOOK 2 OF BINDING SITE PLANS, PAGES 33 AND 34.
(B) AMENDED RECORD OF SURVEY, BOOK 193, PAGES 83A-85A
(C) FINAL SHORT PLAT OF AMERICAN WEST BANK BOOK 23 OF SHORT PLATS, PAGES 17 AND 18

BASIS OF BEARINGS

THE BEARING OF N00°46'00"W ON THE EAST BOUNDARY LINE OF THE BINDING SITE PLAN BSP-11-95, AS SHOWN ON THE BSP RECORDED IN BOOK 2 OF BINDING SITE PLANS, PAGES 33 AND 34, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

ACCURACY STATEMENT:

THIS SURVEY WAS PERFORMED USING A 5700/5800 GPS, FIELD TRAVERSE METHODS USED WERE PER WAC 332-130-90 SECTION "C"

LEGEND

- O -FOUND MONUMENT AS NOTED
- ● -SET 5/8" X 18" REBAR WITH YELLOW PLASTIC CAP MARKED "CLC 44925", OR LEAD PLUG WITH WASHER MARKED "CLC 44925" AT ACTUAL CORNER.

3/14/12

FINAL BINDING SITE PLAN OF TELIDO STATION PHASE I BSP-06-0002

LOCATED IN THE NORTHEAST QUARTER OF SECTION 17 AND THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 45 EAST, W.M., CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON
FEBRUARY 2012

SHEET 2 OF 2

RESOLUTION(S)

AGENDA ITEM NO.: 12A

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Harvest Parkway Acceptance Resolution **FOR THE AGENDA OF:** April 1, 2014

DEPT. HEAD APPROVAL: **DEPT. OF ORIGIN:** Public Works

EXHIBIT: Resolution 14-180

EXPENDITURE REQUIRED:	N/A
BUDGETED:	N/A

SUMMARY STATEMENT

Public improvements have been installed in accordance with the plans approved by the City for Harvest Parkway. This resolution is being brought forward as part of the TIF/LIFT reimbursement process. The City has received all the needed documents for Harvest Parkway to become a public street and has now taken it into the City inventory of public streets.

RECOMMENDED ACTION

Approve the resolution attached.

RESOLUTION NO. 14-180
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON

A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON ACCEPTING HARVEST PARKWAY, A PUBLIC STREET LOCATED IN TELIDO STATION BINDING SITE PLAN BSP-06-0002, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 25N, RANGE 45 E.W.M., LIBERTY LAKE, WASHINGTON..

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

WHEREAS, The City of Liberty Lake adopted a Comprehensive Plan in September 2003 and a Development Code in December 2005;

WHEREAS, The approved Binding Site Plan ("BSP") for Telido Station Phase 1 was filed with the Spokane County Auditor's office on July 3, 2012, to create two (2) lots from 54.47 acres;

WHEREAS, Generally, all conditions from the Final BSP approval for Telido Station Phase 1 have been met or bonded ;

WHEREAS, The Telido Station BSP Phase 1, BSP-06-0002, is 54.47 acres in size and contains 3 lots, and access, utility, open space, and drainage tracts;

WHEREAS, The Telido Station BSP Phase 1 is in conformance with all applicable land use controls;

WHEREAS, Appropriate signatures and letters of acceptance have been obtained; and

WHEREAS, Property taxes and all required fees shall be paid prior to seeking reimbursement for eligible TIF/LIFT work.

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

The Public Road shown as Harvest Parway, within Telido Station BSP Phase 1, BSP 06-0002, located in the Northeast Quarter of Section 17, Township 25N, Range 45 E.W.M., Liberty Lake, Washington, more precisely described in the dedication, having met all conditions and requirements, is hereby taken as approved and as Public Right of Way.

Passed by the City Council this _____ day of _____, 2014.

Steve Peterson, Mayor
City of Liberty Lake

ATTEST:

City Clerk, Ann Swenson

APPROVED AS TO FORM:

City Attorney, Sean P. Boutz

AGENDA ITEM NO.: 12B

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT:
Personnel Policy

FOR THE AGENDA OF: April 1st, 2014

DEPT. OF ORIGIN: Administrative Services

EXHIBIT:
A – Resolution
B –Chapters 7, 8, 9

DEPT. HEAD APPROVAL: RJS

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

SUMMARY STATEMENT

City Council has approved updates to Chapters 1-6 and Chapters 10-11 of the Personnel Manual over the past several weeks. Approval of Resolution 2-47D will complete the final update to the City of Liberty Lake's Personal Manual and includes Chapter 7, 8 & 9.

Background

Minimal revisions and updates have occurred since the Personnel Manual was last comprehensively updated on March 7, 2006. To be responsive to our employees, clarify inconsistencies and respond to recommendations from our Insurance provider, City staff decided to move forward with a comprehensive update.

The proposed changes fall into two categories: 1) changes to insure consistency with current practices and 2) changes recommended by Canfield and Associates related to current employment standards.

To sufficiently communicate with Council on these revisions, we opted to take a phased approach and update the manual in sections. For tonight, Staff is recommending changes to the policy for the following:

Table of Contents
Chapter 7 – Benefits
Chapter 8 – Leave
Chapter 9 – Employee Responsibilities and Conduct

RECOMMENDED ACTION

1. Adopt Resolution 02-47D

CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON
RESOLUTION NO. 02-47D

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. 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 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 Manual.

4. Effective Date. The Resolution shall become effective immediately upon passage by the Liberty Lake City Council.

Adopted this 1st day of April, 2014.

APPROVED:

_____
Mayor, Steve Peterson

ATTEST:

_____
City Clerk, Ann Swenson

APPROVED AS TO FORM

_____
City Attorney, Sean P. Boutz

EXHIBIT A

CITY OF LIBERTY LAKE

PERSONNEL MANUAL

Adopted by Resolution No. 02-47
June 18, 2002

Amended by Resolution No. 02-47A
June 7, 2005

Amended by Resolution No. 06-47A-1
Chapter 5, March 7, 2006

Amended by Resolution No. 02-47B-D
Janurary thru April 2014

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Chapter 7

BENEFITS

7.1 EMPLOYEE PAID BE~~F~~NEFITS

City paid employee benefits include medical insurance, dental insurance, vision insurance, ~~employee~~ group basic life insurance, dependant life insurance, an employee assistance plan (EAP), and long-term disability. All regular, full-time employees will participate in these programs.

The City will contribute medical benefits for each regular, full-time employee. Employees are required to contribute 10% of the premium cost for the employee's health insurance. Participation in the medical plan is mandatory for the employee but coverage for dependants is optional and in some cases may require additional contribution to fund medical premium costs.

~~**Medical Deductible Compensation:** The City will contribute up to $600 per employee annually, subject to Council approval, for medical related expenses for all full-time employees and family members. This benefit is not part of the employee's salary, but an additional benefit to defray medical expenses not covered under the medical plan. Any unused benefit at year-end will be forfeited and not carried over to the next fiscal year.~~

Health Reimbursement Arrangement (HRA)
The City of Liberty Lake will contribute to an HRA VEBA Medical Reimbursement Plan on behalf of all regular, full-time employees. Contributions on behalf of each regular, full-time employee shall be based on the City's finances each year and ability to contribute to the HRA.

Termination, Retirement, Layoff ~~Leave of Absence~~: For eligible employees who terminate, retire or are laid off~~on approved leave of absence~~, benefits will continue to the last day of the month of termination, retirement, or layoff.

7.2 RETIREMENT BENEFITS

The City of Liberty Lake determines employees who are eligible for retirement per the guidelines described in the Washington State Department of Retirement Systems Handbook that is applicable to the employee's job classification. Regular uniformed employees in the police and fire departments are covered by the Law Enforcement Officers and Firefighter's Retirement System (LEOFF).

Regular full-time and eligible part-time non-uniformed employees are mandatory under the Public Employees Retirement System (PERS). The State of Washington determines eligibility, benefit levels, and contribution rates.

~~The City's contribution for retirement, social security replacement, and paid employee medical benefits for regular, full-time employees will be made in the following order:~~

~~in addition to those contributions made by the employee through FICA payroll deductions.~~

~~The City will contribute 7.5% of gross wages toward retirement programs. Employees may contribute to retirement programs up to the legal maximums. At their option, employees may designate up to 2.5% of retirement benefits be used for medical benefits purposes provided that mandatory retirement contributions will be made first.~~

Social Security Replacement: In lieu of contributions to the Federal Social Security Program, the City of Liberty Lake has authorized a 401(a) ~~pension~~ retirement plan administered by the ICMA Retirement Corporation. Guidelines are described in ICMA Retirement Agreement. ~~The City will contribute 5.25% of gross wages for regular, full-time employees. Employees may contribute to the plan to the legal maximums.~~

~~All regular full-time and eligible part-time non-uniformed employees are covered under the ICMA 401 (a) pension plan.~~

Employees intending to retire should notify their Manager or Supervisor of their intent to retire at least six (6) months prior to the date of retirement.

7.3 OPTIONAL EMPLOYEE BENEFITS

457 Deferred Compensation Plan: All regular full-time, part-time and uniformed employees can voluntarily contribute to a 457 Deferred Compensation Plan administered by ICMA Corporation. Notwithstanding any potential contributions to the LEOFF, the City of Liberty Lake does not match any contributions to this plan.

401 Money Purchase Plan: All regular full-time employees and uniformed employees who qualify can participate in the 401 Loan Plan. ~~for: 1) un-reimbursed medical expenses resulting from life-threatening disease, catastrophic illness or organ transplants of participant or participant's immediate family; or 2) purchase of a primary residence for participant~~.

Employees must contact ~~the Finance Director~~ ICMA for detailed information and guidelines regarding this program.

~~125 Cafeteria Plan The plan is designed to allow regular full-time employees to receive income-tax-free reimbursement for uninsured medical and dental expenses incurred during a calendar year. The employee designates a monthly deduction for anticipated expenses for the year. All claims are processed through and reimbursement received, from the Plan provider (Associated Industries). If the employee does not use the amount specified within the calendar year, those funds are forfeited by the Plan provider.~~

~~Dependant Care Reimbursement Plan This Plan (125 Cafeteria Plan) is available to all regular full-time employees and is designed to reimburse employees for the cost of dependant care expenses (day care) incurred by them incidental to their employment. The Plan is intended to meet the requirements for qualification under Section 129(d)(1) of the Code and that benefits paid to Employees hereunder by excludible from their gross income by virtue of Section 129(a) of the Code.~~

~~Employees must contact the Finance Director for detailed information and guidelines regarding the 125 Cafeteria and Dependant Care Plans. The open enrollment period runs from October through November for the following year.~~

7.4 DISABILITY BENEFITS

All employees, other than police and fire employees in the LEOFF ~~II~~ 2 retirement system, are covered by the state Workers' Compensation Program. This insurance covers employees in case of on-the-job injuries or job-related illnesses.

AWC, the City's insurance provider, offers long-term disability coverage for all regular, full-time employees for off-the-job injury or illness.

7.5 WORKER'S COMPENSATION

~~Any employee receiving time-loss payments from Workers' Compensation shall have the option of using sick leave or other accrued leave to make up the difference between the Workers' Compensation payments and his/her regular salary for a maximum six months. The status of the disabled employee shall be reviewed at three months and at six months to determine the extent of his/her disability and to determine, under the Americans with Disabilities Act, if accommodation can be made to allow the employee to return to work. These reviews shall be conducted by the City Administrator, Mayor and Personnel Officer. Following the final review at six months, the Mayor may, based on the review and at his/her discretion, extend the time during which the employee can use accrued leave or donated sick leave, as described in the section on sick leave donation, if exceptional circumstances warrant such an extension.~~

~~The City will pay the employee in full for the first five days of absence from employment if the employee has enough sick or vacation time accrued.~~ .

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 under the Worker's Compensation Law will receive for the duration of such sick leave only that portion of the employee's regular salary which, together with such compensation, equals the regular salary. Employees in this situation will have sick leave "buy back" calculated by the Administrative Services Department and a future paycheck(s) will be reduced by the corresponding value of the Worker's Compensation payments in order to restore the corresponding value of sick leave that was used.

Members of the LEOFF 2 retirement system are entitled to an additional supplemental benefit as provided for 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.

7.6 UNEMPLOYMENT COMPENSATION

City employees may qualify for State Unemployment Compensation after termination from City employment~~,~~ depending on the reason for termination and if certain qualifications are met.

7.7 COBRA RIGHTS

COBRA Rights: Upon an employee's separation from City employment ~~or upon an unpaid leave of absence~~, 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

LEAVES

8.1 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. Although vacation begins to accrue immediately, employees are not eligible to take accrued vacation until they have worked for the City for at least six months.

Length of Service	**Annual Vacation Days***
1 through 4 years	10 days (6.67 hours accrued each month)
5 through 9 years	15 days (10.00 hours accrued each month)
10 through 14 years	18 days (12.00 hours accrued each month)
15 through 19 years	21 days (14.00 hours accrued each month)
20+ years	23 days (15.34 hours accrued each month)

*~~One day of vacation pay is equal to 8 hours.~~ Accrual is based on a monthly pay period.

At the discretion of the Mayor or Mayor's designee~~City Administrator~~, an employee's years of service for vacation accrual purposes may be calculated based on previous relevant government service. Credit of up to 50% may be given for related career service up to a maximum of five years credit.

~~If an employee is unable to take all vacation available up to two years, accrual can be carried over. Vacation at a maximum of 240 hours accrued over the two-year maximum will be forfeited. Employees may also use vacation to care for an ill family member or child under the Washington Family Care Act. (Appendix A)~~

If an employee is unable to take all vacation available, accrual can be carried over to the following year up to a maximum of 240 hours. Vacation accrued above the 240 hour maximum will be forfeited.

Vacation Leave for all police department personnel is defined in the Labor Agreement between the City of Liberty Lake and the Teamsters Local Union No. 690. .

An employee will be paid for unused vacation up to a maximum accrual of 240 hours (6 weeks) upon separation from the City.

8.2 SICK LEAVE

All full-time regular employees accrue sick leave benefits at the rate of eight (8) hours per month up to 640 hours.

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 starting on the sixth-month pay period and will not accrue more than 96 hours in the first year of employment.

Allowable Uses of Sick Leave: Employees must notify their Manager or Supervisor when the following situations arise. 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 who are ill (Immediate family for sick leave is defined under the Washington Family Care Act);

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; or the use of over-the-counter medication.

5. Use of a prescription drug that impairs job performance or safety;

6. Additional leave beyond bereavement leave for a death in the immediate family may be authorized by the Mayor or his/her designee;

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 Mayor or his/her designee may, if exceptional circumstances warrant an extension, extend the period of time for which an employee may use sick leave for the balance of his/her salary.

A doctor's certificate may be required when an employee is absent 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 his/her ability to perform the job.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their Manager or Supervisor's ~~Head's~~ prior approval, request a leave without pay. (See Leave Without Pay Policy, 8.5.)

Sick leave for police department personnel is defined in the Labor Agreement between the City of Liberty Lake and the Teamsters Local Union No. 690.

Employees will not be paid for unused sick leave upon leaving City service for any reason.

8.3 SICK LEAVE DONATION

In the event an employee or a member of an employee's immediate family suffers a serious illness that threatens to use up all of 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 Mayor or his/her designee..

Donations may only be made after the recipient has used up his/her sick leave, all of his/her 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 officer shall calculate the number of hours needed to constitute full-time employment 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 for full-time employment, the recipient will be paid his/her salary. In the event donations do not cover the number of hours equivalent to full-time employment, the recipient employee will be paid hourly at his/her own hourly rate for the number of donated sick hours he/she received and for any hours actually worked.

In that l~~L~~ong t~~T~~erm 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 l~~L~~ong t~~T~~erm d~~D~~isability.

If or when an employee becomes eligible for Worker's Compensation payment and meets the criteria above, sick leave donations may be made monthly for up to six months, to cover the difference between the Worker's Compensation payment and the employee's full salary. Following review, the Mayor or his/her designee may, if exceptional circumstances warrant an extension, extend the period of time for which an employee may receive sick leave donation for the balance of his/her salary.

8.4 FAMILY AND MEDICAL LEAVE (FMLA)

City of Liberty Lake will comply with all laws regulating leaves of absence, including the Family Medical Leave Act (FMLA) and the Washington State Family Leave Act (WA FLA). Administrative Services can assist with further information. FMLA allows "eligible" employees to take off up to 12 work weeks in any 12 month period for the reasons listed below:

- the birth of a child and in order to care for that child
- the placement of a child for adoption or foster care and to care for the newly placed child
- to care for a spouse, child or parent with a serious health condition (described below)
- the serious health condition (described below) of the employee, which makes the employee unable to perform the functions of the employee's position
- caregiver, exigency or active duty leave (up to 26 weeks) – described below

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 hour 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.

8.5 LEAVE OF ABSENCE WITHOUT PAY

The Mayor or his/her designee may grant leave of absence without pay for absence from work for up to a 30 day duration not covered by any other type of leave or if other leave balances~~,~~ are exhausted. ~~Examples of situations for which such leave without pay may be granted include time off work for personal reasons such as prolonged illness, parenting, caring for an ill relative or pursuing an education.~~Situations for which such leave may be granted would be to the interest and welfare of the City and are not solely for the employee's personal gain or profit. Employees that 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.

8.6 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 period of paid jury duty leave must be turned over to the City, excluding expense reimbursement such as mileage. You must provide your Manager or Supervisor ~~supervisor~~ with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your Manager or Supervisor ~~supervisor~~ with proof of jury service.

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.

8.7 MILITARY LEAVE

~~We provide all employees leave while performing military service in accordance with federal and state law.~~

An employee who is a member of an organized unit of the United States military reserve or Washington 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 or active training duty. 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.

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 the city with notice, 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.

~~Regular full-time and part-time employees receive paid military leave of up to 15 working days per year for military service. In general, if military service extends beyond 15 working days, the additional leave will be unpaid. All employees who are not eligible for paid military leave are provided unpaid leave for a period of their military service. Reinstatement upon return from military service will be determined in accordance with applicable federal and state law.~~

8.8 BEREAVEMENT LEAVE

The City provides regular, full-time employees with paid bereavement leave of up to three working days in the event of the death of an immediate family member. Additional bereavement leave ~~up to~~ of two additional ~~a total of five~~ days may be granted ~~at the discretion and approval of both the Department Head and~~ by the Mayor or his/her designee. 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 his/her regular work schedule during the leave.

> Immediate family is defined as being related by blood, marriage, co-habitation, or legal adoption in the degree of consanguinity of grandparents, parents, spouse, brother, sister, child, grandchild and any relative living in the employee's household.

8.9 HOLIDAYS

All regular, full-time employees receive an eight (8 hour) paid holiday for the following recognized holidays:~~The following holidays are recognized as paid holidays for all regular full-time employees:~~

HOLIDAYS	DATES
New Years Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day and day after Thanksgiving	Fourth Thursday in November and day after
Christmas Day	December 25th

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated 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 work day as the holiday;
2) Allow the employee to request an alternate work day to observe as a holiday.

The employer requires that the employee request an alternate day off within the same pay period 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 vacation or sick leave for that day.

Employees who are required by their Manager or Supervisor ~~Head~~ 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.

Police department holiday hours and shifts are defined in the Labor Agreement between the City of Liberty Lake and the Teamsters Local Union No. 690.

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her Manager or Supervisor's ~~Head's~~ approval, take the day off using vacation, or compensatory time. ~~or leave without pay.~~

Chapter 9

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 manner, which is courteous, efficient and helpful. Employees must maintain a clean, neat and professional appearance appropriate to their work assignment as determined by the Manager or Supervisor ~~Head~~ for their position. Inappropriate attire will be addressed by the Manager or Supervisor ~~Head~~ and/or Mayor or his/her designee ~~City administrator~~.

Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal conduct.

Among the City's expectations are: 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 supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its 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, we 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, we expect the best cooperation 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 may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her 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 or any other resources, facilities or equipment;

4. Non-City employment with a firm which 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 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 approval from the Mayor or his/her designee ~~City Administrator~~.

9.3 REPORTING IMPROPER GOVERNMENTAL ACTION

General Policy:

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, this policy is 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:

1. 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.

2. Retaliatory Action. Any material adverse change in the terms and conditions of an employee's employment.

3. 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 his/her supervisor, if the supervisor is not involved in the alleged wrongdoing, 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 supervisor, the employee may raise the issue directly with the Mayor.

3. The Mayor or his/her designee, as the case may be, 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 that personnel actions taken as a result 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, 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
W 1100 Mallon
Spokane, Washington 99201
(509) 456-3662

State Attorney General's Office
Fair Practices Division
2000 Bank if California Center
900 Fourth Avenue
Seattle, Washington
(206) 464-6684

State Auditor's Office
Legislative Building
PO BOX 40021
Olympia, Washington 98504-0021
(206) 753-5280

Human Rights Commission
W 905 Riverside
Spokane, Washington
(509) 456-4473

Department of Labor and Industries
E 3901 Main
Spokane, Washington
(509) 324-2600

Environmental Protection Agency
Criminal Investigations
1200 Sixth Avenue
Seattle, Washington
1-800-424-4372

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. Employees who believe they have been retaliated against for reporting an improper government action should follow this procedure:

1. Employees must provide a written complaint to the supervisor within 30 days of the occurrence of the alleged retaliatory action. If the supervisor is involved, the notice should go to the Mayor or his/her designee. The written charge shall specify the alleged retaliatory action and the relief requested.

2. The Mayor or his/her designee shall investigate the complaint and respond in writing within 30 days of receipt of the written charge.

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 hearing must be delivered within the earlier of either 15 days of receipt of the City's response to the charge of retaliatory action or 45 days of receipt of the charge 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 45 days after the date of the request for hearing, unless an extension is granted.

Policy Implementation

The Mayor or his/her designee is responsible for implementing these policies and procedures. This includes posting the policy on the City bulletin board, making the policy available to any employee upon request, and providing the policy to all newly hired employees. Officers, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.

9.4 POLITICAL ACTIVITIES

City employees 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. Employees may not allow others to use City facilities or funds for political activities.

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, for a contribution for a partisan political cause.

Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

9.5 NO SMOKING POLICY

For health and safety considerations, the City prohibits smoking by employees in all City facilities, buildings, vehicles and offices, or facilities rented or leased by the City, including individual employee offices.

9.6 PERSONAL POSSESSIONS

The City furnishes desks and 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, and personal belongings brought onto City premises, if necessary, without notice.

The City also furnishes computers for use in conducting City business. Because the computers 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 require 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 operation of a personal business. See Social Media Policy (Appendix A) for more details.

This document does not attempt to address every possible situation that may arise. Etiquette and common sense should be exercised while using City technology resources. This document provides policies and general rules for appropriate use of resources.

Permitted Personal Use
Limited Internet, on-line 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 wireless or wired devices.

- Use of modems on the City's network requires written approval from the Mayor or his/her designee ~~City Administrator or designee~~. Approved devices with modems 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 Mayor or his/her designee..

- 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 as per 9.7~~.6~~.

- 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 their computing devices have current virus definitions and for 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 agreement 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 web sites, sites associated with hate crimes, violence or other crimes that create discomfort in the workplace and have no legitimate business value and is **prohibited** unless necessary by law enforcement personnel for investigative or intelligence gathering purposes. Filtering software will be actively used to preclude access to inappropriate web sites. Attempts to alter or bypass filtering mechanisms are prohibited.

- The Manager or Supervisor ~~Head~~ or designees may limit Internet connect time and bandwidth. Using "push" technology or other "subscriber" technologies that employ continuous or extended connections to the Internet or produce high volumes of e-mail communications is prohibited.

- ~~The City's Intranet site will be routinely used to relay information and announcements relevant to the general employee population. The Intranet is intended to replace the use of broad email distribution of non-critical and non time-sensitive announcements.~~

E-Mail Usage

- E-mail 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 e-mail are public record and must meet the same standards as if they were tangible documents or instruments. Users must manage their e-mail in accordance with record retention policies and procedures as defined by the City Clerk's office.

- E-mail accounts must be managed within assigned capacities. Messages must be stored to alternative locations (like a hard drive or back-up disk) on a regular basis and deleted from the e-mail system. Personal messages should be deleted immediately.

- Frequent deletion of old and/or unneeded e-mail is the responsibility of each user, according to the record retention policies.

- The City provides staff access to and support of the Exchange/Outlook messaging (e-mail) system. Access or usage of any other messaging systems is not allowed.

User Accounts

Each user is responsible for establishing and maintaining a password that meets City requirements. Without the express authorization of the user, the use of another person's account or attempt to capture other users' passwords 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 follow the reporting procedures in 9.7~~.6~~.

Monitoring and Employee Privacy

The City owns all data stored on its network and systems (including e-mail, voicemail and Internet usage logs) and reserves the right to inspect and monitor any and all such communications at any time. The City may conduct random and requested audits of employee accounts in order 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.

Administration, Reporting and Violations

Departments share responsibility with monitoring appropriate implementation of these policies and requirements. Manager or Supervisors ~~Heads~~ are responsible for determining any and all disciplinary actions that may stem from violations of these policies and requirements.

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 Manager or Supervisor ~~Head~~.

Violations of this policy are subject to disciplinary action as deemed appropriate by the Department Director and Mayor or his/her designee. . 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 immediate discharge.

9.8 USE OF CITY VEHICLES AND EQUIPMENT

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 Manager or Supervisor ~~Head~~ 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 employees' misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

9.9 CONTACT WITH THE NEWS MEDIA

The Mayor or his/her designee, and designated Manager or Supervisor ~~Heads~~ shall be responsible for all official contacts with the news media during working hours, including answering of questions from the media. The Mayor or his/her designee may designate specific employees to give out procedural, factual or historical information on particular subjects.

9.10 SEAT BELT POLICY

Per Washington State law, anyone operating or riding in City vehicles must wear a seat belt at all times.

9.11 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 his/her Manager or Supervisor ~~Head~~ and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her Manager or Supervisor ~~Head~~. Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to

disciplinary action, including termination. The City will verify all employees driving records annually to ensure compliance and eligibility

9.12 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.

9.13 SAFETY

Every employee is responsible for maintaining a safe work environment and following the City's safety rules. Each employee shall promptly report all unsafe or potentially hazardous conditions to his/her Manager or Supervisor ~~Head~~. The City will make every effort to remedy problems as quickly as possible. In case of any accident, employees shall immediately notify their Manager or Supervisor ~~Head~~ or, if the Manager or Supervisor ~~Head~~ is unavailable, the Mayor or his/her designee ~~City Administrator~~.

Since being exposed to a bloodborne pathogen may lead to sicknesses such as hepatitis, AIDS or malaria, and since the City wants to assure the employees as safe and healthy a work environment as possible, 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 **City of Liberty Lake Safety Policy (Appendix C)**

Employee safety depends on the safety consciousness of everyone. In order 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.

9.14 SUBSTANCE ABUSE

The City's philosophy on substance abuse has two focuses: A concern for the well-being of the employee and a concern for the safety of other employees and members of the public.

Availability of Rehabilitation or Treatment

As part of the employee assistance program (EAP), the City encourages employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the City is fully committed to help employees who voluntarily come forward to overcome a substance abuse problem. In most cases, the expense of treatment may be fully or partially covered by the City's benefit program. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination.

When Substance Abuse Affects Job Performance

Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol or controlled substances during work hours or who reports for duty under the influence. An employee may be required to submit to alcohol or controlled substance testing when the City has reasonable suspicion that the employee is under the influence of controlled substances or alcohol. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

Prescribed Medication

An employee on a prescribed medication that affects his/her ability to work must notify his/her supervisor and may be assigned to other duties or required to leave work.

Drug-Free Workplace Act

The federal Drug-Free Workplace Act prohibits the manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees. Employees must notify the City within five days of any conviction for a drug violation. Failure to comply, with the Drug-Free Workplace Act or continued poor performance, and/or failure to successfully complete a rehabilitation program, is grounds for termination.