Link options for public comment:
- Sign up to provide Public Comment at the meeting via calling in
- Submit Written Public Comment Prior to 4 pm on November 10, 2020
- Join the Zoom Meeting

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

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. ROLL CALL
5. AGENDA APPROVAL
6. WORKSHOP DISCUSSION  
   - City of Liberty Lake’s Proposed 2021 Budget
7. CONSENT AGENDA  
   a. Approve the Partial Release of Easement in BSP 96-50  
   b. Approve Western States Appeal CR2A Agreement
8. CITIZEN COMMENTS
9. ADJOURNMENT
PUBLIC COMMENT

If you wish to provide oral public comments during the special City Council meeting, please register through this link:

https://us02web.zoom.us/j/84274337570?pwd=V0RrS0NzZlJBaGdNVUTA3y81OXpVQT09

One tap mobile
+12532158782 (Tacoma)
+13462487799 (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 842 7433 7570
Passcode: 102931
WRITTEN PUBLIC COMMENTS

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

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

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

**Meeting Instructions:**

To join the Zoom web meeting:

https://us02web.zoom.us/j/84274337570?pwd=V0RrS0NzZlJBaazNVUTAzLy81OXpVQT09

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+1 346 248 7799 US (Houston)

**Meeting ID: 842 7433 7570**
**Passcode: 102931**
AGENDA ITEM NO.: 7a

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: Release of Drainage Easement

FOR THE AGENDA OF: November 10, 2020

DEPT. OF ORIGIN: Planning, Engineering & Building Services

EXHIBIT: Release of Drainage Easement

DEPT. HEAD APPROVAL: [Signature]

<table>
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<tr>
<th>EXPENDITURE REQUIRED:</th>
<th>No</th>
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<tbody>
<tr>
<td>BUDGETED:</td>
<td>No</td>
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SUMMARY STATEMENT

Liberty Lake Corporate Park was created through BSP 96-50 in 1996, at a time when the Regional Stormwater Program was in its infancy. The Binding Site Plan dedicated expansive stormwater easements to Spokane County and Liberty Lake Corporate Park Owners Association. When the City of Liberty Lake was incorporated, the City of Liberty Lake became the successor to Spokane County for those easements.

The City Engineer has reviewed the drainage report for the area, and has concluded that there is sufficient documentation that the vacation of this easement will not have adverse impacts to the stormwater collection and treatment in this basin. On this basis, staff recommends the release of the stormwater easement as described in the attached release document.

RECOMMENDED ACTION

1. Approve the Partial Release of Drainage Easement, and authorize the Mayor to execute.
PARTIAL TERMINATION AND RELEASE OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Liberty Lake Land Company, LLC, a Washington limited liability company, the owner, holder and Grantor of that certain Easement dated March 22, 1999, with the City of Liberty Lake as successor to Spokane County, and the Liberty Lake Park Property Owners Association, a Washington non-profit corporation as Grantees, recorded in the office of the County Auditor of Spokane County, State of Washington, on July 27, 1999, under Auditor's File No. 4394457, do hereby terminate and release from the description of the lands benefited thereby the following described portion of the servient estate, situate in the County of Spokane, State of Washington, to-wit:

All of Parcel C-7 per the Thirteenth Amendment to Binding Site Plan by Survey of Liberty Lake Corporate Park (BSP-50-96)

EXCEPT the Southernmost 30.00 feet, which shall remain bound by the terms of the foregoing Easement

Situate in Spokane County, Washington.

Tax Parcel No. 55152.9181.

This release shall not impair the lien of said Easement as to the lands therein described not hereby released.

DATED: November ____, 2020.

[Signatures to Follow]
LIBERTY LAKE LAND COMPANY, LLC,
a Washington limited liability company

By: _______________________________________
    Kevin Gabelein, Treasurer

THE CITY OF LIBERTY LAKE,
as successor to SPOKANE COUNTY

By: _______________________________________
Its: ________________________________

LIBERTY LAKE PARK PROPERTY OWNERS ASSOCIATION

By: _______________________________
    Kevin Gabelein, Secretary

STATE OF WASHINGTON )
 ) ss.
County of Spokane     )

On this ___ day of November, 2020, before me, the undersigned Notary Public in and for
the State of Washington, duly commissioned and sworn, personally appeared KEVIN
GABELEIN, to me known to be an person authorized to act for LIBERTY LAKE LAND
COMPANY, LLC, the limited liability company that executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and deed of said limited liability
company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to
execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

____________________________________
Notary Public in and for the State
of Washington, residing at Spokane.
Name:
My commission expires:

(Partial Release - Page 2 of 4.)
STATE OF WASHINGTON )
                        ) ss.
County of Spokane    )

On this ___ day of November, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared __________________________, to me known to be the person authorized to act for THE CITY OF LIBERTY LAKE that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

______________________________
Notary Public in and for the State of Washington, residing at Spokane.
Name:
My commission expires:

STATE OF WASHINGTON )
                        ) ss.
County of Spokane    )

On this ___ day of November, 2020, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KEVIN GABELEIN, to me known to be the Secretary of LIBERTY LAKE PARK PROPERTY OWNERS ASSOCIATION, the non-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

______________________________
Notary Public in and for the State of Washington, residing at Spokane.
Name:

(Partial Release - Page 3 of 4.)
My commission expires:
AGENDA ITEM NO.: 7b

BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON

SUBJECT: CR2A Agreement with the City of Spokane Valley and Western States Equipment re: SEPA appeal

FOR THE AGENDA OF: Nov. 10, 2020

DEPT. OF ORIGIN: Administration

EXHIBIT: See Attached

DEPT. HEAD APPROVAL: Katy Allen

EXPENDITURE REQUIRED: Up to $63,000 from Harvard Rd. Mitigation Fund

BUDGETED: $0

SUMMARY STATEMENT

The City of Spokane Valley appealed the City of Liberty Lake’s MDNS determination related to construction of a new Western States Equipment facility. The project is located on the north of Cataldo Avenue in the City of Liberty Lake.

After a complete review of Engineering and Geo-Technical reports, the City of Spokane Valley, Western States Equipment, and the City of Liberty Lake reached a resolution that results in the City of Spokane Valley’s withdrawal of its’ SEPA appeal. A copy of the parties’ CR2A Agreement is attached.

The Agreement outlines the terms that will be used to finalize the parties’ Settlement Agreement and Release, which includes offsets or credits toward Harvard Road Mitigation Funds and withdrawal of a current unfulfilled City of Liberty Lake public records request to the City of Spokane Valley.

RECOMMENDED ACTION

1. Approve the attached CR2A Agreement.
1. This CR2A agreement is entered into by the City of Liberty Lake (“Liberty Lake”), the City of Spokane Valley (“Spokane Valley”), and Western States Equipment Company (“Western States”), (collectively the “Parties”) to resolve the dispute between them arising out of Spokane Valley’s appeal of Liberty Lake’s SEPA MDNS for the Western States development project (“Western States’ Facility”), which is located in Liberty Lake;

2. This CR2A agreement is binding on the Parties, and the Parties agree to work in good faith to draft and execute a settlement agreement that is consistent with the terms of this CR2A agreement;

3. As described below, the Parties agree to cooperate on the construction of certain improvements to Cataldo Avenue in Spokane Valley;

4. Spokane Valley will be solely responsible for designing, performing, managing, overseeing and constructing two road improvement projects: (1) a project to widen the curve at Cataldo Avenue to allow oversize trucks (low-boy tractor-trailers) to navigate the curve without crossing the center line of the roadway (“Cataldo Curve Project”), and (2) a project to overlay Cataldo Avenue with an additional 1.5 inches of asphalt from Barker Road to the Spokane Valley city limits (“Cataldo Paving Project”). At its sole discretion, the Spokane may combine the Cataldo Curve Project and the Cataldo Paving Project (the “Combined Projects”) or perform the Projects separately based on what is most cost effective for Spokane Valley.

5. Spokane Valley estimates that Cataldo Curve Project will cost $60,000. Spokane Valley estimates that the Cataldo Paving Project will cost $100,000. The Parties agree to the following cost allocations:

   a. Spokane Valley will pay $60,000 for the Cataldo Curve Project;

   b. Liberty Lake and Western States will contribute a combined $100,000 to be used by Spokane Valley for the Cataldo Paving Project. As between Liberty Lake and Western States, the $100,000 will be allocated 55% Liberty Lake and 45% Western States. Liberty Lake’s share of the Cataldo Paving Project may be in the form of an offset or credit to Western States that is mutually agreeable to Liberty Lake and Western States;

   c. Should the Combined Project costs exceed $160,000, the Parties agree to allocate responsibility for cost overages as follows: Each Party will be responsible for paying 33% of actual amounts of documented cost overages up to a maximum of $8,000 per Party ($24,000 total). Spokane Valley will be solely responsible for any
6. Spokane Valley agrees that the Cataldo Paving Project will sufficiently strengthen the road surface and/or road longevity to accommodate existing traffic and the anticipated traffic from Western States’ Facility, including the operation of low-boy tractor trailers loaded with heavy equipment. Spokane Valley further agrees that construction of the Cataldo Curve Project and the Cataldo Paving Project fully resolve Spokane Valley’s concerns and that it will make no further requests or demands from Western States related to alleged traffic impacts along Cataldo Avenue. Finally, Spokane Valley agrees that it will not impose weight limits or other travel restrictions on Cataldo Road that would impede the operations of Western States’ Facility;

7. Western States intends to begin construction on its Facility in the fall of 2020 or spring of 2021, as soon as weather will permit. Spokane Valley will coordinate with Western States to ensure that the Combined Projects are complete before the opening of the Western States’ Facility. It is the Parties intent that the Combined Projects be constructed expeditiously and be completed on or before August 31, 2021. The Parties will finalize the construction timing for the Combined Projects in the settlement agreement. Spokane Valley agrees that any delay in the completion of the Combined Projects will not interfere with the opening of Western States facility, including the operation of low-boy tractor trailers on Cataldo Avenue.

8. Upon execution of the CR2A agreement, the Parties agree to stipulate to postponement in the SEPA MDNS appeal to a mutually agreeable future time to allow for preparation of a settlement agreement;

9. Spokane Valley agrees to waive all claims that it brought or could have brought in its SEPA MDNS appeal. Spokane Valley will not further object to, or appeal, or encourage others to object to, or appeal, any remaining permits or approvals that Western States may require for the construction and operation of its Facility. Following execution of the settlement, future communications between Spokane Valley and Western States related to the Combined Projects will be between Spokane Valley’s City Manager and Western States President, Ms. Kelly Olson;

10. In the settlement agreement, the Parties agree to waive and mutually release any and all claims that they may have against another Party arising out of Liberty Lake’s approval of the Western States’ Project or Spokane Valley’s appeal of the Liberty Lake MDNS;

11. Spokane Valley will dismiss its MDNS appeal immediately following the Parties’ execution of the settlement agreement;
12. Upon execution of the settlement agreement, Liberty Lake agrees to withdraw Public Records Act request (PRR 20-281), which is currently pending in Spokane Valley. Liberty Lakes withdrawal of PRR 20-281 is without prejudice to its right to file future public records requests, including those seeking information requested in PRR 20-281. Finally, Liberty Lake agrees it will release any claims to file a lawsuit for any alleged violation of the Public Records Act related to or arising out of PRR 20-281;

13. This CR2A agreement is subject to Liberty Lake obtaining legislative approval to finalize the settlement;

14. The Parties agree to baseball arbitration of any disputes arising from this CR2A agreement or the drafting of the settlement agreement. The baseball arbitration will proceed as follows: The Parties will confer and agree on a third-party neutral from a recognized arbitration/mediation service to act as the arbitrator. If the Parties cannot agree on a third-party neutral, each Party will pick a third-party neutral and the selected third-party neutrals will confer and select the arbitrator that will hear the matter. Following a request for arbitration, the Parties will have one week to submit a memorandum supporting its position. The brief shall not to exceed five (5) pages single-spaced presenting their position. No additional discovery, exhibits, or testimony will be permitted. Within one week after receipt of the Parties’ memoranda, the arbitrator will issue a decision based on his or her review of the submitted memoranda. The arbitrator’s decision will be binding, final and unappealable. The prevailing Party or Parties will be entitled to their attorney’s fees in the arbitration.

Executed this 20th day of October 2020.

[Signature]

Attorney for the City of Liberty Lake

[Signature]

City Manager

Attorney for the City of Spokane Valley

[Signature]

Attorney for Western States Equipment Company