

**RESOLUTION NO. 90
CITY OF LIBERTY LAKE
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE REMOVING THE
REQUIREMENT TO INSTALL A SIDEWALK ADJACENT TO LAKESIDE ROAD IN
THE CITY OF LIBERTY LAKE, WASHINGTON**

WHEREAS, prior to the incorporation of the City of Liberty Lake, a subdivision of land known as Ridgeview Estates was approved by Spokane County;

WHEREAS, the subdivision laws of the State of Washington and Spokane County, which have been duly adopted by the City of Liberty Lake, provide that there shall be adequate assurances for the development and installation of public infrastructure to include but not be limited to sidewalks for pedestrian purposes;

WHEREAS, in the development of the Ridgeview Estates subdivision, Spokane County imposed a Condition of Approval which was the development of a sidewalk adjacent to Lakeside Road in the City of Liberty Lake;

WHEREAS, to ensure that the sidewalk would be developed according to standards of the County and City of Liberty Lake, Pring Corporation on behalf of the developer of the subdivision posted a letter of credit guaranteeing that the sidewalk would be installed according to proper standards;

WHEREAS, it has come to the attention of the City that the installation of this sidewalk is an unnecessary improvement to the subdivision because the sidewalk does not connect with any other City sidewalk, and would be a segment of sidewalk that is isolated and separated from other sidewalks and pedestrian pathways within the City;

WHEREAS, Pring Corporation has requested that the subdivision's Condition of Approval relating to the installation of a sidewalk along Lakeside Road be removed and the letter of credit or other guaranty be returned with the understanding that the cost of the sidewalk installation will be paid to the City and may be used by the City in the development of a public pathway on the opposite side of Lakeside Road, all as set forth in the attached Memorandum of Understanding ("MOU");

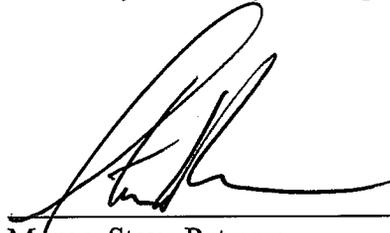
WHEREAS, the City Council of the City of Liberty Lake is the municipal authority that may regulate the use of land within the City, including adopting standards, requirements and procedures for the subdivision of the land in the City, all in accordance with RCW 35A.63.100; and

WHEREAS, it is found and determined by the City that the sidewalk is not necessary to the proper development of Ridgeview Estates subdivision in accord with the State subdivision laws, Conditions of Approval and City standards.

NOW, THEREFORE, be it hereby resolved by the Liberty Lake City Council:

The City of Liberty Lake City Council hereby removes the Condition of Approval for the installation of a sidewalk adjacent to Lakeside Road in the Ridgeview Estates subdivision, and authorizes the return of the letter of credit provided Pring Corporation executes the attached MOU. In return for the release of this Condition, the Pring Corporation shall pay to the City, upon demand, the cost of installing the above sidewalk as set forth in the MOU. The Mayor is authorized to execute the MOU and take all actions reasonably necessary to complete this matter.

Approved this 18th day of July, 2006.



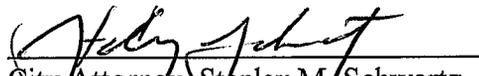
Mayor, Steve Peterson
City of Liberty Lake

ATTEST:



City Clerk/Treasurer, Arlene Fisher

APPROVED AS TO FORM:



City Attorney, Stanley M. Schwartz

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of Liberty Lake, a non-charter code city of the State of Washington (hereinafter "City"), with offices at 22710 E. Country Vista Blvd., Liberty Lake, WA 99019, and Pring Corporation, the guarantor on behalf of the developer of the below-identified subdivision (hereinafter "Pring"), with offices at 8412 East Sprague Avenue, Spokane, WA 99212.

I. BACKGROUND

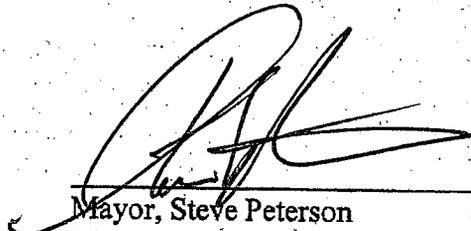
1. This Memorandum of Understanding is entered into in connection with the removal of a Condition of Approval for the Ridgeview Estates Subdivision, known as Lakeridge.
2. This Memorandum of Understanding is entered into pursuant to City Council Resolution No. 90.
3. This Memorandum of Understanding constitutes an agreement between the above-identified parties, their heirs, successors and assigns.

II. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

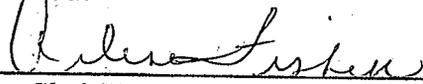
1. In consideration for the City removing the Condition of Approval related to the development of a sidewalk adjacent to Lakeside Road, as depicted on Exhibit A attached hereto, Pring agrees to pay to the City, upon execution of this agreement, the total amount of \$6,816.00 to be used toward the development of a trail, path, sidewalk or other pedestrian improvement along Lakeside Road which is adjacent to or near the property depicted on Exhibit A. The payment to the City is equal to the cost of installing sidewalk along Lakeside Road as set forth on the bid attached as Exhibit B. The City shall use these funds in connection with development of necessary and reasonable public improvements according to City standards.
2. The Mayor, following execution of this agreement and approval of City Council Resolution No. 90, is authorized to release to Pring the letter of credit or bond guaranteeing the installation of sidewalk adjacent to Lakeside Road as set forth in the Conditions of Approval for Ridgeview Estates.

DATED this 27 day of July, 2006.



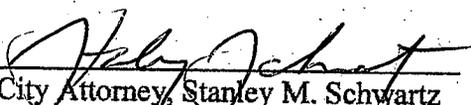
Mayor, Steve Peterson
City of Liberty Lake

ATTEST:



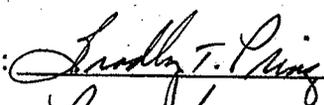
City Clerk/Treasurer, Arlene Fisher

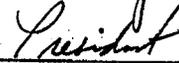
APPROVED AS TO FORM:

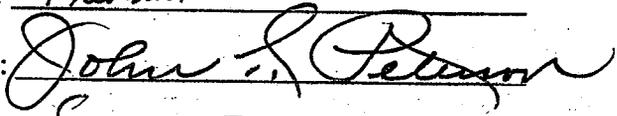


City Attorney, Stanley M. Schwartz

PRING CORPORATION

By: 

Its: 

By: 

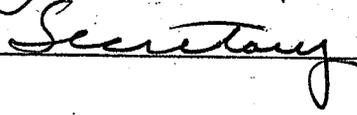
Its: 

EXHIBIT A

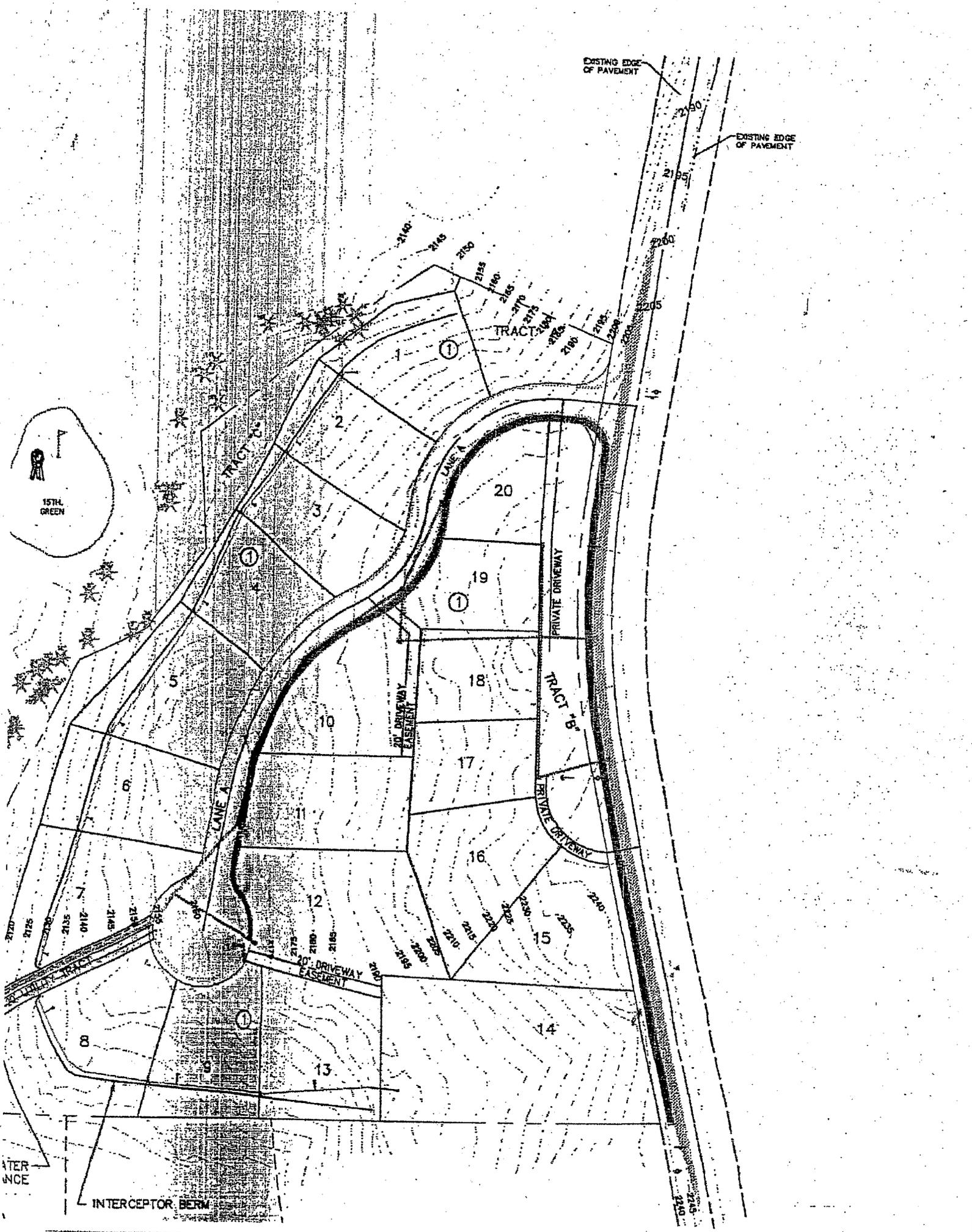


EXHIBIT B



ACI CONCRETE
 6600 N. Government Way
 Coeur d' Alene, ID 83815
 Phone: (208) 209-0210
 Fax: (208) 772-2461
 ID License # 12948-AAA-1-2-3
 WA License # AAPEXCI990CG

Received By
 City of Liberty Lake

JUL 13 2006

City Clerk/Treasurer
 Initials AS

To: PRING CORPORATION	Job Name: LIBERTY LAKE DEVELOPMENT
Attn: BRAD PRING	
Address: 8412 E. SPRAGUE AVE. SPOKANE, WA	Address: LIBERTY LAKE, WA
Phone: (509) 921-8880	
FAX: (509) 928-5435	Date: 5/3/2006

PROPOSAL

ITEM:	U/M	EST UNITS	UNIT PRICE	TOTAL
6' X 4" CITY SIDEWALK	SF	4800	\$ 1.42	\$ 6,816.00
TOTAL ESTIMATE:				\$ 6,816.00

NOTES:

- UNIT PRICES ARE BASED ON FINISH GRADE BEING WITHIN 1/10TH OF A FOOT. ADDITIONAL CONCRETE POURED DUE TO OVER EXCAVATION WILL BE AN ADDITIONAL CHARGE.
- SCHEDULING OF THIS WORK WILL NEED TO BE COORDINATED WITH OTHER PREVIOUSLY COMMITTED WORK.

INCLUDES: 3,000 PSI CONCRETE, FORM MATERIALS & LABOR TO COMPLETE THE ABOVE WORK. SAFE & LEVEL ACCESS TO SITE FOR MIXER TRUCKS IS REQUIRED.

ALL QUANTITIES ARE ESTIMATED. PROJECT WILL BE MEASURED UPON COMPLETION AND INVOICED AS PLACED WITH ABOVE UNIT PRICING.

EXCLUDES: Additives; Fibermesh; Hardeners; Sealers; Cures; Joint Fillers; Epoxy; Vapor Barriers; Engineering; Staking; Layout; Permits; Fees; Bonds; Testing; Excavation; Grading; Base & Fill Material; Compaction; Concrete Pump; Sawcutting; Demolition; Anchor Bolts; Bolt Templates; Chamfer Material; Dobbies; Dowels; Embedded Items; Rebar; Reinforcements; Wire Mesh; Safety Caps; Weather Protection; Sonotubes; Damp-Proofing; Truncated Dome Ped Ramps; Weather Damage to Sidewalk as a Result of Freezing Weather or Subsequent Damage by Others.

We acknowledge receipt of addendum(s):

- * It is agreed that any sales (use) taxes for materials furnished by Others will be the responsibility of the party furnishing the materials, not ACI Concrete.
- * All work and materials will be completed in accordance with standard practices and specifications.
- * Any changes to the above scope of work, executed at the Owner's request, will become an extra charge over and above the proposal amount.
- * ACI Concrete will not schedule this work until an acceptance, contract or subcontract is signed.
- * Payment is due upon substantial completion unless other arrangements or agreements have been made.
- * In the event that payment is not received within ninety (90) days of completion, a lien may be filed on the improved property to secure payment.
- * If a lien is filed to secure payment, the customer agrees to pay a flat fee of \$200.00 or attorney's fees, whichever is greater to cover filing costs.
- * This proposal may be withdrawn by ACI Concrete without notice if not accepted within thirty (30) days.

ACCEPTANCE OF PROPOSAL

The above prices, conditions, and scope of work are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____