

RESOLUTION NO. 20-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SPOKANE COUNTY LIBRARY DISTRICT, SPOKANE COUNTY, WASHINGTON, APPROVING AN AMENDED AND RESTATED COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

**SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SPOKANE COUNTY LIBRARY DISTRICT, SPOKANE COUNTY, WASHINGTON, as follows:

WHEREAS, the Spokane County Library District, Spokane County, Washington (the “Library District”), is a rural county library district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington;

WHEREAS, chapter 39.89 RCW requires taxing districts that, in the aggregate, levy at least 75 percent of the regular property tax on property within a tax increment area to execute a written agreement approving the utilization of community revitalization financing before employing such financing to finance all or a portion of the costs of designated public improvements;

WHEREAS, a portion of the territory encompassed by the Library District is located within a proposed tax increment area (the “Increment Area”) wherein regular property taxes may be apportioned for community revitalization financing;

WHEREAS, pursuant to chapters 27.12 and 84.52 RCW, the Library District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the Board of Trustees of the Library District (the “Board”) adopted Resolution No. 05-13 on December 20, 2005, approving a community revitalization financing and tax increment area agreement for the Spokane County Tax Increment Area No. 2005-01 (“IA No. 2005-01”);

WHEREAS, RCW 27.12.212 authorizes the Library District to participate in the financing of such public improvements by entering into a Community Revitalization Financing and Tax Increment Area Agreement (the “Agreement”); and

WHEREAS, Spokane County, Washington (the “County”), seeks to obtain the written agreement of the Library District for the amendment of the Agreement in order to increase the estimated Public Improvement Costs to an estimated cost of \$20,000,000 and to extend the apportionment period by extending the Expiration Date to December 31, 2025;

WHEREAS, the Board has determined that authorizing the Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement is in the best interest of the patrons and taxpayers of the Library District;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED as follows:

Section 1: Approval of Amended and Restated Community Revitalization Financing and Tax Increment Area Agreement

The Amended Agreement attached hereto as Exhibit "A" is hereby approved.

Section 2: Execution

Each of the Chair of the Board or the Executive Director of the Library District is hereby authorized to execute the Amended Agreement on behalf of the Library District.

Section 3: Miscellaneous

Each of the Chair of the Board or the Executive Director of the Library District is further authorized to execute such other documents and take such actions as are necessary to further accomplish the purposes of the Amended Agreement.

Section 4: Repealer

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 5: Effective Date

This Resolution shall be effective immediately upon its adoption.

ADOPTED by the Board of Trustees of Spokane County Library District, Spokane County, Washington, at a regular meeting thereof, held this 19th day of May 2020.

SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington



John Craig, Chair

ATTEST



Patrick Roewe, Secretary of the Board of
Trustees and Executive Director

(S E A L)

CERTIFICATION

I, Patrick Roewe, the acting Secretary of the Board of Trustees of Spokane County Library District, Spokane County, Washington, hereby certify as follows:

1. The foregoing resolution is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Board of Trustees of such District;

2. That such meeting was duly convened and held in all respects in accordance with the law; that a quorum was present throughout the meeting through telephonic, electronic, internet or other means of remote access, and a majority of the Board of Trustees so present voted in the proper manner for the adoption of such resolution;

3. That in accordance with Proclamation 20-28 by the Governor of the state of Washington, dated March 24, 2020: (a) such meeting was not conducted in person, (b) one or more options provided for the public to attend the meeting remotely, including by telephone access, which mean(s) of access provided the ability for all persons attending the meeting remotely to hear each other at the same time and (c) adoption of such resolution is necessary and routine action of the Board of Trustees; and

4. Such resolution was adopted by the following vote:

AYES, and in favor thereof, Trustees: John Craig, Mark Johnson, Ami Calvert, Wesley Teterud and Kristin Thompson.

NAYS, Trustees: None.

ABSENT, Trustees: None.

ABSTAIN, Trustees: None.

I further certify that I have carefully compared the same with the original resolution on file and of record in my office; that such resolution is a full, true and correct copy of the original resolution adopted at such meeting; and that such resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand on this 19th day of May 2020.

SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington



Patrick Roewe, Secretary of the Board of Trustees

(S E A L)

EXHIBIT "A"

**AMENDED AND RESTATED COMMUNITY REVITALIZATION
FINANCING AND TAX
INCREMENT AREA AGREEMENT**

This AMENDED AND RESTATED COMMUNITY REVITALIZATION FINANCING AND TAX INCREMENT AREA AGREEMENT (this "Amended Agreement") is made and entered into as of this 19th day of May 2020, by and among the Spokane County Library District, Spokane County, Washington (the "Library District"), Spokane County Fire Protection District No. 1, Spokane County, Washington (the "Fire District"), the City of Liberty Lake, Spokane County, Washington (the "City") and Spokane County, Washington (the "County").

WITNESSETH:

WHEREAS, the Library District is a rural library district duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the "State");

WHEREAS, a portion of the territory encompassed by the Library District is located within a proposed tax increment area, the boundaries of which are set forth in Exhibit "A" hereto (the "Increment Area");

WHEREAS, the Fire District is a fire protection district duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the Fire District is located within the Increment Area;

WHEREAS, the City is a non-charter code city duly organized and existing under and by virtue of the Constitution and the laws of the State;

WHEREAS, a portion of the territory encompassed by the City is located within the Increment Area;

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;

WHEREAS, pursuant to chapter 39.89 RCW, the County is authorized to use community revitalization financing to finance public improvements within an increment area if certain conditions are satisfied;

WHEREAS, the County formed an increment area, the boundaries of which are set forth on Exhibit "A" hereto (the "Increment Area") to finance the Public Improvement Costs (as defined in Resolution No. 2005-1169) describe on Exhibit "B" hereto;

WHEREAS, the Library District, the Fire District, the City and the County have further agreed that the Pubic Improvement Costs identified in Section 2 on Exhibit "B" hereto as Spokane County Increment Area No. 2005-01 ("IA No. 2005-01") may be constructed pursuant to the terms and conditions of this Amended Agreement and that all or a portion of the Public Improvement Costs of IA No. 2005-01 will be financed through the use of community revitalization financing, to

the extent that Tax Allocation Revenues are available pursuant to the terms and conditions of this Amended Agreement;

WHEREAS, the Library District, the Fire District, the City and the entered into a Community Revitalization Financing and Tax Increment Area Agreement on December 22, 2005, for the use of community revitalization financing to finance a portion of the Public Improvement Costs (as defined in Resolution No. 2005-1169) of certain designated public improvements to be established, purchased, acquired or constructed within the Increment Area, as set forth in Exhibit "B" hereto;

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County are authorized to fix the duration of this Amended Agreement;

WHEREAS, pursuant to RCW 27.12.212, the Library District is authorized to participate in the financing of the Public Improvement Costs;

WHEREAS, pursuant to chapters 27.12 and 84.52 RCW, the Library District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the Fire District is authorized to participate in the financing of the Public Improvement Costs;

WHEREAS, pursuant to chapters 52.12, 52.16 and 84.52 RCW, the Fire District is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, pursuant to chapter 39.89 RCW, the City is authorized to participate in the financing of the Public Improvement Costs;

WHEREAS, pursuant to chapters 35A.33 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the Library District, the Fire District, the City and the County have determined it is in the best interest of the Increment Area taxpayers for the Library District, the Fire District, the City and the County to agree to employ community revitalization financing to apportion regular property taxes within the Increment Area;

WHEREAS, pursuant to chapters 39.34 and 39.89 RCW, the Library District, the Fire District, the City and the County have determined it is in the best interest of Increment Area taxpayers to affix a duration for this Amended Agreement such that it shall terminate no later than 15 years from the date the tax allocation revenues generated from the Increment Area are first collected;

WHEREAS, the County has obtained the written agreement of the Library District, the Fire District and the City for the use of community revitalization financing to finance a portion of the Public Improvement Costs located within IA 2005-01, which is set to expire December 31, 2020, provided certain conditions set forth herein have not been met;

NOW, THEREFORE, each of the Library District, the Fire District, the City and the County do mutually agree as follows:

Section 1. This Amended Agreement shall continue until the earlier of: (a) such time as Tax Allocation Revenues are no longer necessary or obligated to pay the Public Improvement Costs set forth in Exhibit "B" hereto; or (b) December 31, 2025.

Section 2. Each of the Library District, the Fire District, the City and the County hereby agree to the use of community revitalization financing to finance a portion of the Public Improvement Costs, in an amount not to exceed \$20,000,000. As set forth in Exhibit "B" hereto, the Public Improvement Costs shall be limited to those items associated with the Increment Area construction.

Section 3. Each of the Library District, the Fire District, the City and the County hereby agree that, pursuant to a formula provided in chapter 39.89 RCW, regular property tax revenues derived from the property within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County, with a maximum of 75 percent of any increase in the true and fair value of real property in the Increment Area placed on the tax rolls of the County after the Increment Area is created. The remaining apportionment of the regular taxes within the Increment Area shall be apportioned among the Library District, the Fire District, the City and the County as if the Increment Area had not been created. The County anticipates the Public Improvement Costs and consequent private improvements will increase total property tax levies within the Increment Area.

Section 4. This Amended Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Amended Agreement shall be deemed to exist or to bind any of the parties hereto, other than those imposed by operation of law.

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

IN WITNESS WHEREOF, each of the Library District, the Fire District, the City and the County have executed this Amended Agreement as of the date and year first written above.

SPOKANE COUNTY LIBRARY DISTRICT
Spokane County, Washington

SPOKANE COUNTY FIRE PROTECTION
DISTRICT NO. 1, Spokane County, Washington



By: _____
Patrick Roewe
Director and Secretary, Board of Trustees

By: _____
Mike Pearson
Chair, Board of Fire Commissioners

(S E A L)

(S E A L)

CITY OF LIBERTY LAKE
Spokane County, Washington

Shane Brickner, Mayor

ATTEST:

Ann Swenson, City Clerk

(S E A L)

SPOKANE COUNTY, WASHINGTON

Al French, Chair

Josh Kerns, Commissioner

Mary L. Kuney, Commissioner

ATTEST:

By: _____
Ginna Vasquez, Clerk to the
Board of County Commissioners

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION

Portions of Section 3, 4, 5, 8, 9, 10, 15, 16 and 17, Township 25N, Range 45E, W.M. more particularly described as follows:

BEGINNING at the intersection of the Northerly Right of Way line of Euclid Avenue and the North/South center of Section line of said Section 5; thence Southerly along the North/South center of Section lines of said Sections 5, 8, and 17 to the Southerly Right of Way line of Appleway Avenue; thence Easterly along said Southerly Right of Way line to the intersection of the Southerly Right of Way line of Country Vista Drive; thence continuing Easterly along said Southerly Right of Way line of Country Vista Drive to the North/South center of Section line of said Section 16; thence Northerly along said North/South center of Section line to the Southerly Right of Way line of Interstate 90; thence Easterly along said Southerly Right of Way line to the intersection with a line 285 feet more or less Westerly of and parallel with the East line of Section 10; thence Northerly along said parallel line to the Northerly ordinary high water line of the Spokane River; thence Westerly along said ordinary high water line to the Easterly Right of Way line of Harvard Road; thence Northerly along said Easterly Right of Way line to the North Right of Way line of Euclid Avenue; thence Westerly along said Northerly Right of Way line to the **POINT OF BEGINNING**.

Situate in the County of Spokane, State of Washington

EXHIBIT "B"

PUBLIC IMPROVEMENT COSTS

Arterial Roads; sewer collection lines, sewer water reuse systems and sewer pump stations in both the Spokane County and Liberty Lake Sewer District service areas; water distribution systems; roadway storm drainage systems, street lighting and street trees; public parks, trails and public open space improvements; electric, gas and data transmission utilities in the public right of way; and other approved infrastructure.