

MDC
6-14-06

City Clerk's No. OPR 2004-1086

Contract Req. No. _____

MINOR CONTRACT AUTHORIZATION

RECEIVED

JUN 02 2006

CITY CLERK'S OFFICE
SPOKANE, WA

Date: _____

Budget Account No: 0020-88100-19990-55301

CONTRACT TOPIC: Letter of Understanding between the Spokane County Library District and the City of Spokane in relations to the Interlocal Agreement between the parties concerning the mitigation of the impacts of annexation in Moran Prairie and Glenrose Prairie entered into on December 13, 2004.

CONTRACT BACKGROUND The City and Spokane County Library Districted entered into an Interlocal Agreement concerning mitigation of the impacts of annexation in Moran Prairie and Glenrose Prairie (OPR 2004-1086). The agreement provided that for a period of time that the District continued to provide library services in the Moran Prairie area, the District would continue to receive payment from the City for the amount of District property tax the District would have collected each year for all property within the Moran Prairie area annexed to the City after January 1, 2004. The Agreement failed to specify when the City was to make payments to the District in light of when the City actually receives the property tax revenue distribution from Spokane County. This Letter of Understanding clarifies that process by which the City will pay the property tax called for under the agreement. Specifically, the District shall invoice the City twice annually for two equal amounts, on or after May 1 and November 1, and the City shall transmit payment to the District within thirty days.

Dave Mandryke
Submitting Department

Michael P. Penolo
Legal

Dave Mandryke
Manager/Division Director

Tim Dumast
Finance

DISTRIBUTION

- Accounting
- Contract Accounting
- Taxes & Licenses
- Mike Wirt
- Spokane County Library District
- 4322 North Argonne Road
- Spokane, WA 99212-1868
- Public Works - Dave Mandryke
- Finance Tim Dumast

LETTER OF UNDERSTANDING

This Letter of Understanding is between the Spokane County Library District ("District") and the City of Spokane ("City") in relation to the Interlocal Agreement between the parties concerning the mitigation of the impact of annexation in Moran Prairie and Glenrose Prairie entered into on December 13, 2004.

Whereas, Section 2.2 of the Agreement provides that for the period of time that the District continues to provide library services in the Moran Prairie Area, the District will continue to receive payment from the City for the amount of District property tax the District would have collected each year for all property with the Moran Prairie Area annexed to the City after January 1, 2004.


Whereas, the Agreement fails to specify when the City is to make payment to the District in light of when the City actually receives the property tax revenue distribution from Spokane County.

NOW, THEREFORE, the parties agree to clarify their understanding in regards to the timing of the payments from the City to the District pursuant to Section 2.2 as follows:

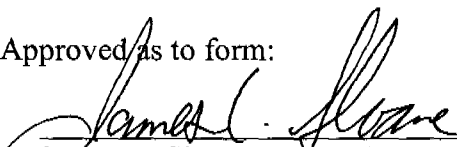
The City and the District agree that payment shall be made by the City to the District in the following manner: The District shall invoice the City twice annually for two equal amounts, on or about May 1 and November 1, and the City shall transmit payment to the District within thirty days.

Dated this 7th day of June, 2006.

SPOKANE COUNTY LIBRARY DISTRICT

By: 
Michael Wirt, Library Director

Approved as to form:


James C. Sloane, Counsel to the District
Paine, Hamblen, Coffin, Brooke & Miller, LLP

CITY OF SPOKANE

By: *Jack Lynch* 6-2-06
Jack Lynch - Deputy Mayor

Attest: *Seri Foster*
City Clerk

Approved as to form:
Michael P. Penob
Assistant City Attorney





Agenda Sheet for City Council Meeting of:
07/25/2016

Date Rec'd	7/6/2016
Clerk's File #	OPR 2004-1086
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	LIBRARY
Contact Name/Phone	ANDREW CHANSE 509-444-5305
Contact E-Mail	ACHANSE@SPOKANELIBRARY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	APPROVAL OF LIBRARY ANNEXATION INTERLOCAL AGREEMENT

Agenda Wording

First Amendment to Interlocal Agreement Between the City of Spokane and the Spokane County Library District Concerning Mitigation of the Impact of Annexation in Moran Prairie and Glenrose Prairie.

Summary (Background)

The City and the Spokane County Library District entered into an interlocal agreement in 2004 because residents formed the Moran Prairie Library Capital Facility Area to approve the sale of \$2.35 million in bonds for construction of the Moran Prairie branch library. The interlocal agreement calls for an amendment to the agreement for each subsequent annexation with a description of the annexed area. This amendment includes the three annexations since approval of the interlocal.

Fiscal Impact

Budget Account

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

Dept Head	CHANSE, ANDREW	Study Session	
Division Director		Other	CHE Committee
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	rbarden@spokanelibrary.org	
For the Mayor	WHITNEY, TYLER	ascott@spokanecity.org	
Additional Approvals		jfaught@spokanecity.org	
Purchasing			

APPROVED BY
SPOKANE CITY COUNCIL:

7/25/2016
[Signature]
CITY CLERK

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE
AND THE SPOKANE COUNTY LIBRARY DISTRICT
CONCERNING MITIGATION OF THE IMPACT
OF ANNEXATION IN MORAN PRAIRIE AND GLENROSE PRAIRIE**

WHEREAS, the City of Spokane and the Spokane County Library District entered into an interlocal agreement on December 13, 2004, concerning mitigation of the impact of annexation in Moran Prairie and Glenrose Prairie; and

WHEREAS, Section 1 of the Interlocal Agreement calls for an amendment to the agreement at the time of each future annexation of a portion of the Moran Prairie Area, as defined in the Interlocal Agreement, to include a specific description of the proposed annexation area to be appended as an additional exhibit of the agreement; and

WHEREAS, there have been three annexations in the Moran Prairie Area, subsequent to the execution of the Interlocal Agreement; and

WHEREAS, the parties recognize and acknowledge that the City of Spokane has been paying and the Spokane Library District has been receiving payments for the amount of property tax the District would have been collecting each year if not for the annexations as contemplated by the Interlocal Agreement for the Muirfield and Shopko annexations; and

NOW, THEREFORE, this First Amendment to the Interlocal Agreement between the City of Spokane and the Spokane County Library District concerning mitigation of the impact of annexation in Moran Prairie and Glenrose Prairie shall be attached to and incorporated into the agreement.

The Interlocal Agreement is amended to include the following annexations:

Descriptions of the Muirfield, Shopko and Spokane Housing Ventures annexations are incorporated as Attachments A, B, and C respectively, including the legal descriptions and maps.

Attachment A: Muirfield Annexation approved by the City Council on February 7, 2005, pursuant to Ordinance No. C – 33585. City Council approved Resolution No.2004-0081 on August 23, 2004, to pursue the annexation, which was initiative by the petition method under Chapter 35.13 RCW.

Attachment B: Shopko Annexation approved by the City Council on February 28, 2005, pursuant to Ordinance No. C – 33597. City Council approved Resolution No. 04-82 on August 23, 2004, to pursue the annexation, which was initiative by the petition method under Chapter 35.13 RCW.

Attachment C: Spokane Housing Ventures Annexation approved by the City Council on April 11, 2016, pursuant to Ordinance No. C – 35370. City Council approved Resolution No. 2015 - 0031 on April 20, 2015, to pursue the annexation, which was initiative by the petition method under Chapter 35.13 RCW.

ACCEPTED AND AGREED TO ON 8/3/16

SPOKANE COUNTY LIBRARY DISTRICT

Board of Trustees

By: [Signature]
Its: Chairperson

Approved as to form:

By: [Signature]
Its: Counsel to the Library District

CITY OF SPOKANE

By: [Signature]
Its:

Attest: [Signature]
City Clerk



SPOKANE PUBLIC LIBRARY

By: [Signature]
Its: Library Director

Approved as to form:

By: [Signature]
Its: Assistant City Attorney

ATTACHMENT A – MUIRFIELD ANNEXATION LEGAL DESCRIPTION AND MAP

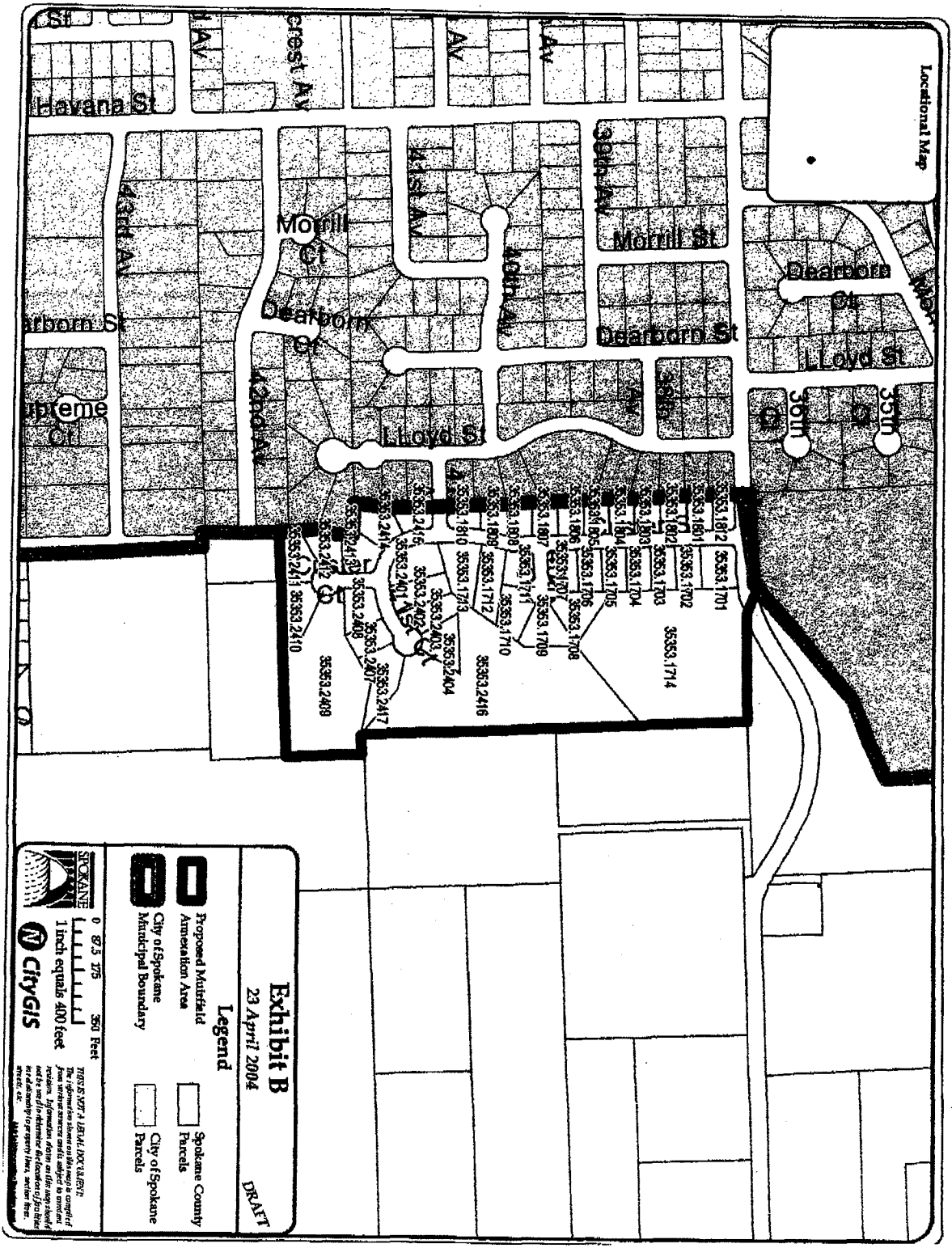
LEGAL DESCRIPTION:

That portion of the South half of Section 35, Township 25 North, Range 43 East, W.M. generally situated between 37th avenue and 42nd Avenue extended, being approximately 780 feet wide as measured in an east-west direction, and adjoining the East limit of the City of Spokane as established on 11/6/89; MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

The entire area contained solely within Muirfield Addition and Muirfield First Addition, including all of 37th Avenue adjoining the North plat boundary line of Muirfield Addition.

All properties situate in Spokane County, Washington.





Muinfield Annexation Map



Locational Map

Exhibit B
23 April 2004
DRAFT

Legend

	Proposed Muinfield Annexation Area		Spokane County Parcels
	City of Spokane Municipal Boundary		City of Spokane Parcels

0 87.5 175 350 Feet
1 Inch equals 400 feet
CITYGIS

THIS IS NOT A LEGAL DOCUMENT. The information shown on this map is for informational purposes only and is not intended to be used as a legal document. The City of Spokane and Spokane County are not responsible for any errors or omissions on this map. © 2004 CityGIS.

03358

ATTACHMENT B – SHOPKO ANNEXATION LEGAL DESCRIPTION AND MAP

LEGAL DESCRIPTION:

A. That portion of Section 3, Township 24 North, Range 43 East, W.M. described as follows:

1. That portion of Government Log 3 lying westerly of the west line of Freya Street.
2. All of Government Lot 4, and that portion of Government Lot 5 lying north of the south 20 rods of said Government Lot 5 and northeasterly of the centerline of vacated Palouse Highway.
3. That portion of the south 20 rods of said Government Lot 5 lying northeasterly of the Palouse Highway, including Palouse Highway southwesterly of and adjoining.
4. That portion of Government Lots 6 and 11 lying westerly of the west line of Freya Street; including all of Freya Street adjoining the west lines of Ashton Heights 2nd and 3rd Additions north of the Palouse Highway; including all of Freya Street adjoining the east line of Russell's Subdivision south of the Palouse Highway.
5. All of Government Lot 12, including that portion of 53rd Avenue south of and adjoining; including Regal Street west of and adjoining.

And:

B. That portion of Section 4, Township 24 North, Range 43 East, W.M. described as follows:

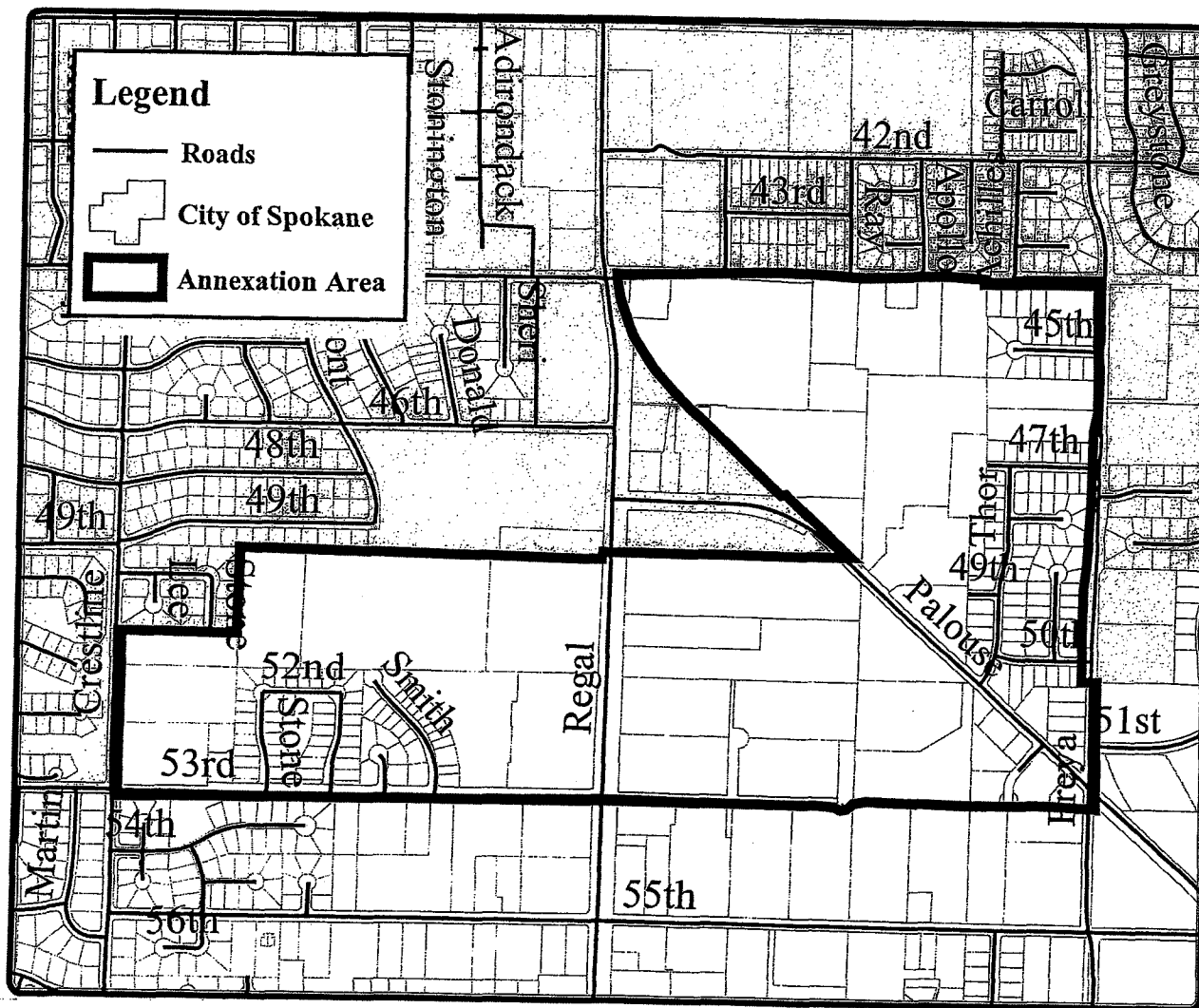
1. All of Government Lots 9 and 10, EXCEPT that portion contained within Crestline Court subdivision; including Crestline Street west of and adjoining said property; including 53rd Avenue south of and adjoining said property, including Regal Street east of and adjoining.
2. That portion of Government Lot 1 lying within fractional northeast $\frac{1}{4}$ and lying easterly of Regal Road and Palouse Highway.

All properties situate in Spokane County, Washington.

Shopco Annexation Map

BRB 583-04: Proposed Annexation to the City of Spokane (Shopko)

Annexation Area approved by the Boundary Review Board
on November 8, 2004



ATTACHMENT C – SPOKANE HOUSING VENTURES ANNEXATION LEGAL DESCRIPTION AND MAP

LEGAL DESCRIPTION:

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

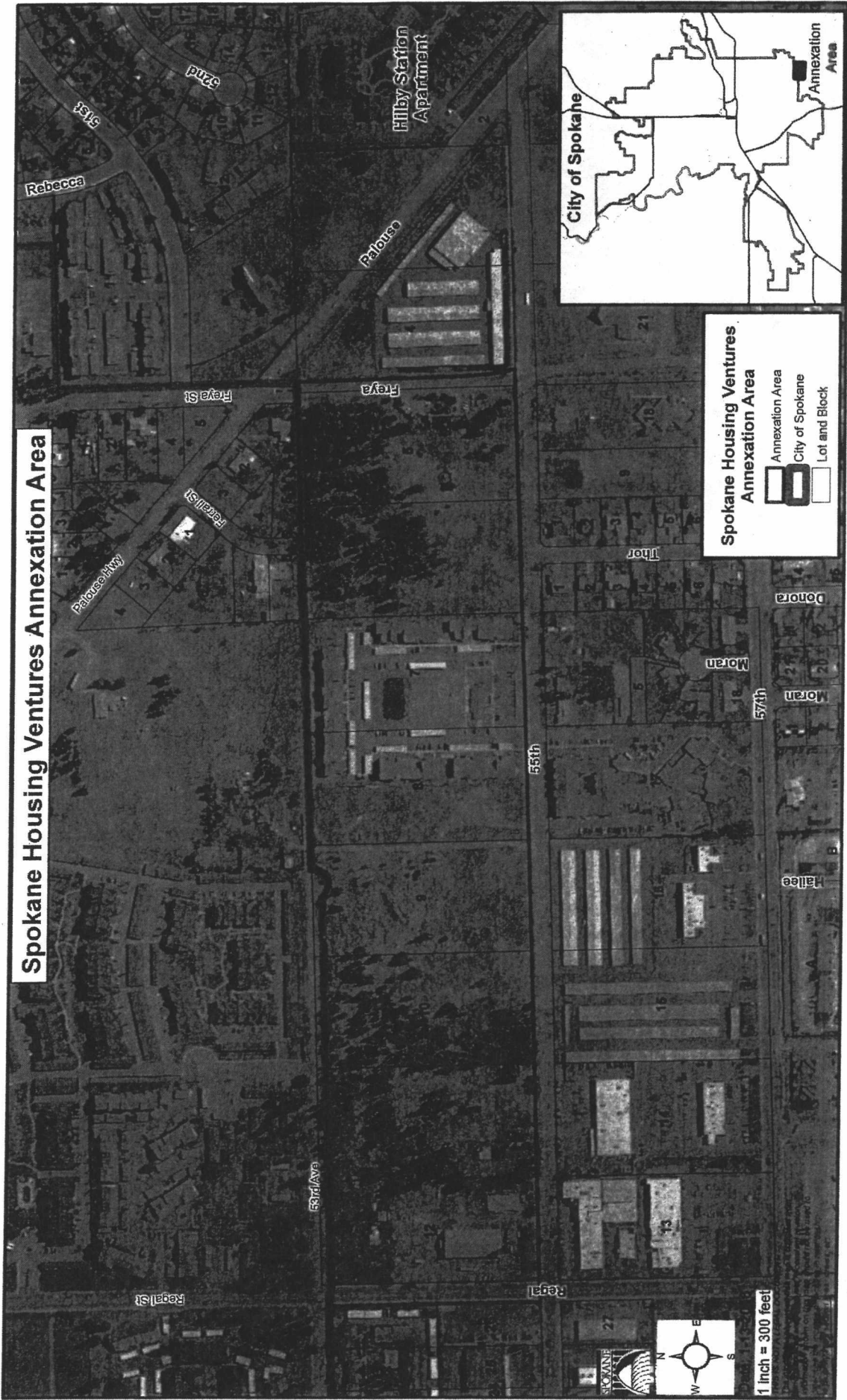
All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the southeast corner of Lot 1 Block 2 of the plat of Russell's subdivision recorded at the Spokane County Auditor on October 11, 1962, said point being on the west right-of-way line of Freya Street; THENCE east across Freya Street to the intersection of the east right-of-way line of Freya Street and the north line of Lot 4 Block 1 of the Amended Plat of South Spokane; THENCE south along the east right-of-way line of Freya Street to the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Freya Street; THENCE west across Freya Street to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the point of beginning.

All properties situated in Spokane County, Washington.

Spokane Housing Ventures Annexation Map



AGENDA SHEET FOR COUNCIL MEETING OF: December 13, 2004

RECEIVED
 DEC 02 2004
 CITY CLERK'S OFFICE
 SPOKANE, WA

Submitting Dept.
 Public Works and Utilities

Contact Person
 Dave Mandyke

Phone No.
 625-6230



- | | | |
|--|--|--|
| ADMINISTRATIVE SESSION | LEGISLATIVE SESSION | CITY PRIORITY |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Emergency Ord | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Report | <input type="checkbox"/> Resolution | <input type="checkbox"/> Economic Development |
| <input type="checkbox"/> Claims | <input type="checkbox"/> Final Reading Ord | <input type="checkbox"/> Growth Management |
| | <input type="checkbox"/> First Reading Ord | <input type="checkbox"/> Human Services |
| | <input type="checkbox"/> Special Consideration | <input type="checkbox"/> Neighborhoods |
| | <input type="checkbox"/> Hearing | <input type="checkbox"/> Public Safety |
| STANDING COMMITTEES | <input type="checkbox"/> Public Safety | <input checked="" type="checkbox"/> Quality Service Delivery |
| (Date of Notification) | <input type="checkbox"/> Public Works 12/6/04 | <input type="checkbox"/> Racial Equity/Cultural Diversity |
| <input type="checkbox"/> Finance | | <input type="checkbox"/> Rebuild/Maintain Infrastructure |
| <input type="checkbox"/> Neighborhoods | | |
| <input type="checkbox"/> Planning/Community & Econ Dev | | |

CLERK'S FILE OPR 2004-1086
 RENEWS _____
 CROSS REF _____
 ENG _____
 BID _____
 REQUISITION _____
 Neighborhood/Commission/Committee Notified: _____
 Action Taken: _____

AGENDA WORDING:

Interlocal Agreement between the City of Spokane and the Spokane County Library District concerning mitigation of the impact of annexation in Moran Prairie and Glenrose Prairie.

BACKGROUND: (See Attachment)
 (Attach additional sheet if necessary)

RECOMMENDATION:

Fiscal Impact: <input type="checkbox"/> N/A	Budget Account: <input type="checkbox"/> N/A
<input type="checkbox"/> Expenditure: \$	#
<input type="checkbox"/> Revenue: \$	#
<input type="checkbox"/> Budget Neutral	

ATTACHMENTS: Include in Packets:
 On file for Review in Office of City Clerk:

SIGNATURES:

Dave Mandyke
 Department Head

Mike Piccolo
 Legal

[Signature]
 Division Director

[Signature]
 Deputy Mayor

 Finance

 Council President

DISTRIBUTION: Jan Sanders, SPL Director
 Mike Wirt, SCLD
 Mike Piccolo, Legal Dept

Dave Mandyke
 Public Works & Utilities

Michael Wirt
 Secretary, Board of Trustees
 Spokane County Library District
 4322 North Argonne Road
 Spokane, WA 99212-1868

COUNCIL ACTION:

APPROVED BY
 SPOKANE CITY COUNCIL:

December 13, 2004
[Signature]
 CITY CLERK



After Recording return to:
Office of the City Clerk
808 West Spokane Falls Boulevard
Spokane, WA 99201-3342

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SPOKANE
AND THE SPOKANE COUNTY LIBRARY DISTRICT
CONCERNING MITIGATION OF THE IMPACT
OF ANNEXATION IN MORAN PRAIRIE AND GLENROSE PRAIRIE**

THIS AGREEMENT is made and executed this 13th day of December, 2004, by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, (hereinafter referred to as "City") and the SPOKANE COUNTY LIBRARY DISTRICT, a special purpose district of the State of Washington, (hereinafter referred to as "District"), pursuant to the Interlocal Cooperation Act, RCW Ch. 39.34.

WHEREAS, pursuant to the authority of Chapter 36.70A RCW (The Growth Management Act), Spokane County has adopted urban growth areas, which include the City of Spokane and portions of the unincorporated Spokane County contiguous to the City of Spokane, including portions of Moran Prairie and Glenrose Prairie ; and

WHEREAS, the District presently provides library services to the residents of Moran Prairie and Glenrose Prairie, parts of which are located within the urban growth area; and

WHEREAS, the residents of the area of Moran Prairie have together with the residents of the adjoining Glenrose Prairie area, by public vote, established the Moran Prairie Library Capital Facility Area (hereinafter referred to as "MPLCFA") and approved the sale of \$2.35 million of General Obligation Bonds to be repaid by an excess property tax levy within the MPLCFA to build and equip a new Moran Prairie branch library; and



WHEREAS, the Moran Prairie Library Capital Facility Area has entered into an interlocal agreement with the District to oversee construction of a new branch library and assume ownership of the building, furniture, equipment and shelving; and

WHEREAS, the City and the District desire to enter into an annexation impact agreement to be applied to all possible future annexations by the City of Spokane within the Moran Prairie and Glenrose Prairie area to address the impact of such annexations on the provisions of library service to the residents of the Moran Prairie and Glenrose Prairie area.

NOW, THEREFORE, in consideration of the facts set forth hereinabove, the City and the District hereby agree as follows:

1. APPLICABILITY OF THIS ANNEXATION IMPACT AGREEMENT.

1.1 The City and the District agree that the provisions of this Interlocal Agreement shall apply to all future annexations by the City within the Moran Prairie Area. For purposes of this agreement, the Moran Prairie Area shall mean the area of Moran Prairie and Glenrose Prairie contained within the urban growth boundary existing in the Spokane County Comprehensive Plan at the effective date of this Agreement as shown on the attached Exhibit A. At the time of each future annexation of a portion of the Moran Prairie Area, this Interlocal Agreement shall be amended to include a specific description of the proposed annexation area which will then be appended as an additional exhibit to this Agreement. The annexation amendments to this Interlocal Agreement shall become effective at the time an annexation is approved by the Washington State Boundary Review Board for Spokane County (hereinafter "BRB") and the City has passed an ordinance officially approving the annexation of the area.

1.2 Future specific amendments to this Interlocal Agreement shall include the following information:

- (a) The name and boundary review board designation for the proposed annexation as provided by the BRB;
- (b) A map and legal description of the proposed annexed area;



(c) The annexation method, resolution number, and date of City acceptance of a petition or determination to pursue elections for the annexation area;

(d) Any additional terms related to the specific proposed annexation area agreed by the City and the District beyond the provisions of this Interlocal Agreement;

The City and the District recognize that other amendments to this Interlocal Agreement may be necessary in the future to clarify the requirements of particular sections or to update this Annexation Impact Interlocal Agreement.

2. PROVISION OF LIBRARY SERVICES WITHIN THE MORAN PRAIRIE AREA.

2.1 The District will continue to operate the Moran Prairie branch library and provide full library services to the residents of the Moran Prairie Area until such time as the City has annexed more than ninety percent (90%) of the Moran Prairie Area.

2.2 For the period of time that the District continues to provide library services to the Moran Prairie Area, the District will continue to receive payment from the City of Spokane for the amount of District property tax that would have been collected each year for all property within the Moran Prairie Area annexed to the City of Spokane after January 1, 2004.

2.3 When the City has annexed more than ninety percent (90%) of the Moran Prairie Area, the operation of the Moran Prairie branch library will, at the option of the City, revert to the City of Spokane Public Library and all payments to the District in lieu of property taxes will cease. In the event that the City assumes responsibility for operation of the Moran Prairie branch library, the District will then pay the City of Spokane Public Library the property tax collected by the District in the remaining portion of the Moran Prairie Area. The City's decision to exercise its option to not transfer the operation of the Moran Prairie branch library after annexation of ninety percent of the Moran Prairie Area shall not in any way limit its ability to assume the operation and ownership at a later date.



2.4 When ninety percent (90%) of the area of the Moran Prairie Area has been annexed by the City and operation of the Moran Prairie branch library has been transferred to the City of Spokane Public Library, by virtue of the fact that the MPLCFA was established for the specific purpose of locally funding the construction and equipping this branch library with no general District taxpayer support:

2.4.1 At the option of the City , ownership of Moran Prairie branch library, materials collection, equipment, furnishings, shelving and all other possessions associated with the Moran Prairie branch library will be transferred to the Spokane Public Library at no additional cost to the City beyond what is set forth in this agreement.

2.4.2 District Moran Prairie branch library staff are eligible and may interview for employment with the City of Spokane once ownership of the Moran Prairie branch library has transferred to the City.

2.5 Bond debt service payments for the Moran Prairie Library Capital Facility Area will continue to be made for the term of the bond pursuant to the bond documents. Individuals living within the Moran Prairie Library Capital Facility Area shall continue to have the ability to use the Moran Prairie branch library during the life of the bond payments regardless of whether the SCLD or the SPL owns and operates the library.

3. ADMINISTRATIVE AUTHORITY.

The Director of the City of Spokane Public Library shall administer and be the City's primary contact with the District. The Director of the District or his or her designee shall be the Districts primary contact with the City for the implementation of the terms of this Agreement.

4. TERMINATION.

This Agreement may be terminated by either the City or the District upon six (6) months written notice.



5. NOTICE.

Notice shall be given in writing as follows:

To the City:

Name: Jan Sanders
Title: Library Director
Spokane Public Library
Phone: (509) 444-5305
Address: 906 West Main Avenue
Spokane, WA 99201

To the District:

Name: Michael Wirt
Title: Secretary, Board of Trustees
Spokane County Library District
Phone: (509) 924-4122
Address: 4322 North Argonne Road
Spokane, WA 99212-1868

6. 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, 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 Agreement.

7. ENTIRE AGREEMENT.

This written Agreement constitutes the entire and complete agreement between the City and the District for the provision of library services to the residents of the Moran Prairie Area and the mitigation of impact of annexation on library services within that area and supersedes any prior or oral written agreements. This Agreement may not be changed, modified or altered except in writing signed by the City and the District.



ACCEPTED AND AGREED the year and date first above written.

SPOKANE COUNTY LIBRARY DISTRICT

Board of Trustees

By: Frank Payne
Its: CHAIR

Approved as to Form:

COUNSEL TO THE DISTRICT

PAINE, HAMBLIN, COFFIN
BROOKE & MILLER LLP

By: James C. Sloane
James C. Sloane

CITY OF SPOKANE

By: [Signature]
Deputy Mayor

Attest:

By: Leri [Signature]
City Clerk

Approved:

Spokane Public Library Board of Trustees

By: [Signature]
Its:

Approved as to Form:

By: Michael [Signature]

Its: Assistant City Attorney



NOTE to FILE:

EXHIBIT A, (boundary map) unable to be scanned by County Auditor. On file in the office of the City Clerk.