

**RESOLUTION NO. 20-271**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, 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 RELATING THERETO**

**CITY OF LIBERTY LAKE  
Spokane County, Washington**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON, as follows:

WHEREAS, the City of Liberty Lake, Spokane County, Washington (the “City”), is a code city duly organized and existing under and by virtue of the Constitution and the laws of the state of Washington (the “State”) now in effect;

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 City 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 35A.89 and 84.52 RCW, the City is authorized to levy regular property taxes upon all taxable property within the Increment Area;

WHEREAS, the City Council of the City (the “Council”) adopted Resolution No. 86 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 authorized the City to participate in the financing of such public improvements by entering into a Community Revitalization Financing and Tax Increment Area Agreement (the “Agreement”);

WHEREAS, Spokane County, Washington (the “County”) seeks to obtain the written agreement of the City 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 (the “Amended Agreement”); and

WHEREAS the Council 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 City;

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**

Either the Mayor and/or the City Manager of the City are hereby authorized to execute the Amended Agreement on behalf of the City.

**Section 3: Miscellaneous**

Either the Mayor and/or or the City Manager of the City are 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**

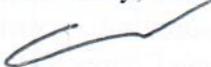
All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

**Section 5: Effective Date**

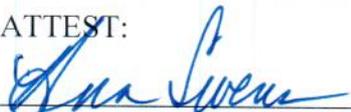
This Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED by the City Council of the City of Liberty Lake, Spokane County, Washington, at a regular meeting thereof, held on the 21<sup>st</sup> day of April, 2020.

CITY OF LIBERTY LAKE  
Spokane County, Washington

  
\_\_\_\_\_  
Shane Brickner, Mayor

ATTEST:

  
\_\_\_\_\_  
Ann Swenson, City Clerk

( S E A L )

\* \* \* \* \*

**C E R T I F I C A T E**

I, Ann Swenson, City Clerk of the City of Liberty Lake, Spokane County, Washington, hereby certify that the foregoing Resolution is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Council, duly held at the regular meeting place thereof on April 21, 2020, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such Resolution was adopted by the following vote:

AYES, and in favor thereof: *Unanimous*

NAYS:

ABSENT:

ABSTAIN:

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 hereunto set my hand on this 21<sup>st</sup> day of April, 2020.

CITY OF LIBERTY LAKE  
Spokane County, Washington

*Ann Swenson*  
\_\_\_\_\_  
Ann Swenson, City Clerk



( S E A L )

**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 11<sup>th</sup> day of August, 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 Public 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, Secretary of the Board of  
Trustees and Executive Director

By: \_\_\_\_\_  
Mike Pearson  
Chair, Board of Fire Commissioners

(S E A L)

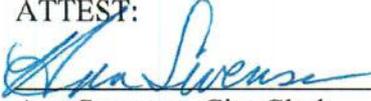


CITY OF LIBERTY LAKE  
Spokane County, Washington



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)

CITY OF LIBERTY LAKE  
Spokane County, Washington

\_\_\_\_\_  
Shane Brickner, Mayor

ATTEST:

\_\_\_\_\_  
Ann Swenson, City Clerk

(S E A L)

SPOKANE COUNTY, WASHINGTON

Al French  
Al French, Chair

Josh Kerns  
Josh Kerns, Commissioner

Mary L. Kuncy  
Mary L. Kuncy, Commissioner

ATTEST:

By: Ginna Vasquez  
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.