

**CITY OF GRANITE FALLS  
RESOLUTION NO. 2011-08**

**A RESOLUTION OF THE CITY OF GRANITE FALLS CITY COUNCIL  
AUTHORIZING THE TRANSFER OF PROPERTY AND LIBRARY  
FACILITIES FROM THE CITY OF GRANITE FALLS TO THE SNO-  
ISLE INTERCOUNTY RURAL LIBRARY DISTRICT FOR THE  
CONTINUED USE OF THE PROPERTY AND FACILITIES AS A  
PUBLIC LIBRARY, AND FURTHER AUTHORIZING THE TRANSFER  
OF THE GRANITE FALLS LIBRARY CAPITAL FACILITY AREA  
PROJECT FUND TO THE SNO-ISLE INTERCOUNTY RURAL  
LIBRARY DISTRICT.**

**WHEREAS**, the City of Granite Falls (“City”), Sno-Isle Intercounty Rural Library District d/b/a Sno-Isle Regional Library District (“District”), and Granite Falls Library Capital Facility Area (“GFLCFA”) entered into an Interlocal Agreement dated June 24, 1996, which Interlocal Agreement was recorded with the Auditor of the County of Snohomish, State of Washington, under Recording No. 9607230487 (Volume 3139, Page 0898 of the Official Records of the County of Snohomish, State of Washington), which was amended on October 23, 2009 (as so amended, the “Interlocal Agreement”); and

**WHEREAS**, the Interlocal Agreement acknowledged the formation of the GFLCFA, the issuance of bonds thereby to finance library capital facilities and provided that title to said library capital facilities consisting of the land, buildings, furnishings, shelving, tables and chairs (“Library Capital Facilities”), was to be owned by and in the name of the City; and

**WHEREAS**, the Interlocal Agreement provides that the District would operate the library facilities and the City would pay the expenses associated with utilities, maintenance and repairs of the interior and exterior of the Library and landscaping; and

**WHEREAS**, title to said Library Capital Facilities has remained in the name of the City and the District has operated the library all pursuant to said Interlocal Agreement; and

**WHEREAS**, the City, the District and GFLCFA desire to provide for the transfer of the ownership and title to said Library Capital Facilities from the City to the District and to relieve the City from its obligations to pay for the utilities, maintenance and repairs of the interior and exterior of the Library and landscaping; and

**WHEREAS**, the Interlocal Agreement provides that the City shall be responsible for administering the finances and construction of the Library Capital Facilities and, in accordance

therewith, the City has maintained the GFLCFA's Project Fund on deposit with Snohomish County; and

**WHEREAS**, the City, the District and GFLCFA desire to provide for the transfer of GFLCFA's Project Fund to the District to be used in accordance with and as restricted by law; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Granite Falls to authorize the transfer of the Library Capital Facilities and GFLCFA's Project Fund to the Sno-Isle Regional Library District.

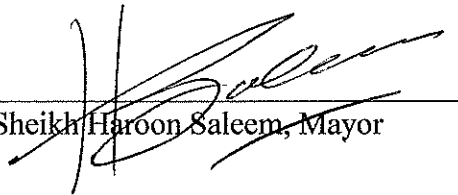
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANITE FALLS, WASHINGTON AS FOLLOWS:**

1. That it is in the best interest of the citizens of Granite Falls to transfer the Library Capital Facilities and GFLCFA's Project Fund described in the above recitals to the Sno-Isle Intercounty Rural Library District to be used and maintained as a public library, all as described and provided for in Amendment No. 2 to the Interlocal Agreement, a copy of which is attached hereto as Exhibit A.
2. That the transfer of the Library Capital Facilities and GFLCFA's Project Fund to the District shall be expressly conditioned upon the District operating, maintaining, and repairing the Library Capital Facilities at District expense without contribution thereto by the GFLCFA or the City, all as described and provided for in Amendment No. 2 to the Interlocal Agreement.
3. That the transfer of the City's responsibility to the District for the cost and expense of utilities, operation, maintenance, repair and similar activities associated with the Library Capital Facilities is adequate consideration for transfer of said property to the District and is full and true value for the property transfer for purposes of RCW 43.09.210 and all other applicable state and/or federal law.
4. The transfer of the Library Capital Facilities to the District shall also be contingent upon the transfer undergoing a SEPA review process and the expiration of the SEPA appeal period.
5. Upon completion of the SEPA review process, the Mayor is hereby authorized to take all necessary and appropriate steps to transfer of said property in accordance with this

Resolution and applicable federal, state and local law, including execution of all documents required to carry out the transfer including but not limited to Amendment No. 2 to the Interlocal Agreement.

**PASSED** by the City Council this 14<sup>th</sup> day of December, 2011.

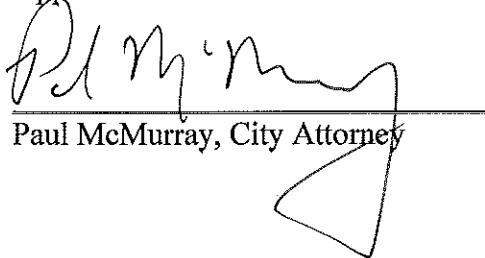
**APPROVED** by the Mayor this 14<sup>th</sup> day of December, 2011.

  
Sheikh Haroon Saleem, Mayor

Attest:

  
Darla Reese, City Clerk

Approved as to form:

  
Paul McMurray, City Attorney

WHEN RECORDED RETURN TO:

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INTERLOCAL AGREEMENT AMENDMENT NO. 2**

THIS AGREEMENT ("Amendment No. 2") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF GRANITE FALLS (the "City"), SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, d/b/a SNO-ISLE REGIONAL LIBRARY DISTRICT (the "District"), and GRANITE FALLS LIBRARY CAPITAL FACILITY AREA ("GFLCFA") (collectively, the "Parties" and each a "Party"), as follows.

WHEREAS, the Parties entered into an Interlocal Agreement dated June 24, 1996, which Interlocal Agreement was recorded with the Auditor of the County of Snohomish, State of Washington, under Recording No. 9607230487 (Volume 3139, Page 0898 of the Official Records of the County of Snohomish, State of Washington), which was amended on October 23, 2009 (as so amended, the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement acknowledged the formation of the GFLCFA, the issuance of bonds thereby to finance library capital facilities and provided that title to said library capital facilities consisting of the land, buildings, furnishings, shelving, tables and chairs ("Library Capital Facilities"), was to be owned by and in the name of the City; and

WHEREAS, the Interlocal Agreement provides that the District would operate the library facilities and the City would pay the expenses associated with utilities, maintenance and repairs of the interior and exterior of the Library and landscaping, and removal of any snow, litter and other items that may accumulate on or near the building; and

WHEREAS, title to said Library Capital Facilities has heretofore remained in the name of the City and the District has heretofore operated the library all pursuant to said Interlocal Agreement; and

WHEREAS, the Parties desire to provide for the transfer of the ownership and title to said Library Capital Facilities from the City to the District and to relieve the City from its obligations to pay for the utilities, maintenance and repairs of the interior and exterior of the Library and landscaping, and removal of any snow, litter and other items that may accumulate on or near the building;

WHEREAS, the Interlocal Agreement provides that the City shall be responsible for administering the finances and construction of the library capital facilities and, in accordance

therewith, the City has maintained the GFLCFA's Project Fund, in which there is a current balance of approximately \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on deposit with Snohomish County;

WHEREAS, the GFLCFA's Project Fund may only be used for the Granite Falls Library capital facilities, title to which will be transferred to the District, and the parties agree that said GFLCFA's Project Fund should be transferred from the City to the District to be used in accordance with and as restricted by law and hereinafter provided; and

WHEREAS, the Interlocal Agreement provides that it may be amended upon the consent of the Parties and that any amendment be in writing;

NOW, THEREFORE, the Parties agree as follows:

1. Amendments to Interlocal Agreement.

1.1 Section 1, subsection a, of the Interlocal Agreement shall be amended to read as follows in its entirety:

a. The land, building, furnishings, shelving, tables and chairs shall be owned by and in the name of the District.

1.2 Section 2, Design and Construction, of the Interlocal Agreement is hereby deleted and replaced with the following in its entirety:

2. GFLCFA Project Fund. The GFLCFA Project Fund and all monies contained therein shall be transferred by the City to the District who shall thereafter be responsible for administering said monies in accordance with applicable law, including, without limitation, Chapter 27.15 RCW. The Parties shall take all actions and execute and deliver all documents and/or instruments necessary to effectuate said transfer of said Project Fund forthwith.

1.3 Section 3, Operation, of the Interlocal Agreement shall be amended to read as follows in its entirety:

The District will operate, maintain, and repair the library according to the policies adopted by the Library District Board of Trustees, from time to time, and to provide a full range of services, consistent with the District's resources, at District expense, without contribution thereto by the GFLCFA or the City, including but not limited to paying all costs and expenses associated with utilities, maintenance and repairs of the interior and exterior of the Library and landscaping, and removal of any snow, litter and other items that may accumulate on the property transferred by the City to the District under this Agreement and amendments thereto;

provided, however, that the District shall not be responsible for utilities, maintenance, repair, snow removal, litter removal etc. associated with that portion of the property that the City retains exclusive use of under Section 1.4 of Amendment No. 2 to this Agreement for the period of time of that the City retains such exclusive use and for such period, with respect to said portion, the City will maintain and repair same, at the City's expense, without contribution thereto by the GFLCA or the District, including but not limited to paying all costs and expenses associated with utilities, maintenance and repairs of the interior and exterior of any improvements thereon, and landscaping, and removal of any snow, litter and other items that may accumulate on said portion of the property.

1.4 The City shall retain exclusive use of the portion of land transferred to the District within the existing cyclone fence line as shown on the Library BLA map attached hereto as Exhibit A and incorporated herein by this reference for continued use as Public Works storage and related activities until such time as the District obtains permits and provides the City with notice of construction for expansion of the existing Library structure and associated parking.

1.5 The District agrees to work cooperatively with the City on design and construction of any future expansion to the facility in order to provide the City with adequate access to the existing Public Works Pole Building on the adjacent lot (Snohomish County Tax Parcel No. \_\_\_\_\_) for ingress and egress of vehicles and equipment.

2. Transfer of Property. The City hereby transfers, conveys and assigns to the District, all right, title and interest in and to the above-referenced Library Capital Facilities, pursuant to RCW 39.33.010 and, further, the City shall, forthwith, execute and deliver such documents as the District may reasonably request to effectuate transfer of title to same, including, without limitation, a Special Warranty Deed to the real property and improvements comprising the Granite Falls Library, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, and in the form attached hereto as Exhibit "B," together with a Real Estate Excise Tax Affidavit and such other transfer documents as are necessary or reasonable in connection therewith.

3. Consideration for Transfer of Property. The City hereby acknowledges and agrees that the transfer of its responsibility to the District for the cost and expense of utilities, operation, maintenance, repair and similar activities associated the property and Library building and facilities thereon as provided in Section 1.3 of this Amendment No. 2 and amended Section 3 of the Interlocal Agreement is adequate consideration for transfer of the property referred to in Section 2 of this Amendment No. 2 and is full and true value for the property transfer for purposes of RCW 43.09.210 and all other applicable state and/or federal law.

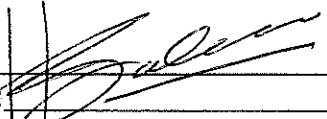
4. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

5. Governing Law and Binding Effect. This Amendment No. 2 shall be governed by the laws of the State of Washington and shall be binding on the Parties and their respective successors and assigns.

6. Other Provisions of Interlocal Agreement Unchanged. Except as amended in Section 1 hereof, all other provisions of the Interlocal Agreement shall remain unchanged and in full force and effect, as written.

IN WITNESS WHEREOF, this Amendment No. 2 to the Interlocal Agreement has been executed by each Party as set forth below:

CITY OF GRANITE FALLS

By:   
Its: Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
By: City Attorney

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT

\_\_\_\_\_  
By: President

ATTEST:

\_\_\_\_\_  
By: Secretary

GRANITE FALLS LIBRARY CAPITAL FACILITY AREA

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
By: Secretary

**EXHIBIT "B"**

WHEN RECORDED RETURN TO:

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

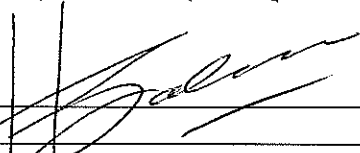
**Grantor (Seller):** City of Granite Falls, a Washington municipal corporation  
**Grantee (Buyer):** Sno-Isle Intercounty Rural Library District, a Washington municipal corporation  
**Legal Description (abbreviated):** [to be completed]  
**Assessor's Tax Parcel No.:** [to be completed]

GRANTOR, CITY OF GRANITE FALLS, a Washington municipal corporation, pursuant to RCW 39.33.010 and pursuant to Amendment No. 1 to that certain Interlocal Agreement recorded with the Auditor of Snohomish County, State of Washington, under Recording No. [to be completed], hereby grants, bargains, sells, conveys and confirms unto GRANTEE, SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, a Washington municipal corporation, that certain improved real property situated in the County of Snohomish, State of Washington, legally described on Exhibit A attached hereto and made a part hereof.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

CITY OF GRANITE FALLS,  
a Washington municipal corporation

By:   
Its: Mayor

By: \_\_\_\_\_  
Its: Clerk



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF SNOHOMISH     )

I certify that I have evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor and Clerk of the City of Granite Falls, a Washington municipal corporation, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: \_\_\_\_\_